UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WISCONSIN

MARC GOODELL,
PHILIP POWERS,
CHAD WERTH,
ROSS BLAKLEY,
DOMINICK P. TUCKER,
JUSTIN ROSE, and
KYLE CRAWFORD,
on behalf of themselves and a class
of employees and/or former employees
similarly situated,

Plaintiffs,

Case No. 3:08-cv-00512

v.

Hon. Barbara B. Crabb

CHARTER COMMUNICATIONS, LLC,
and
CHARTER COMMUNICATIONS, INC.

Defendants.

STIPULATION AND AGREEMENT TO SETTLE CLASS ACTION

EXHIBIT
1

This Stipulation and Agreement to Settle Class Action ("Agreement" or "Settlement") is entered into this 14th day of May 2010 by and between Defendants Charter Communications, LLC, and Charter Communications, Inc. (collectively, "Charter"), on the one hand, and plaintiffs Marc Goodell, Philip Powers, Chad Werth, Ross Blakley, Dominick P. Tucker, Justin Rose and Kyle Crawford (collectively, "Class Representatives"), the individuals defined below as "Class Members," and the individuals and law firms defined below as "Class Counsel," on the other hand. Class Representatives, the Class Members, and Charter may be referred to collectively as "the Parties."

I.

BACKGROUND

1. On August 28, 2008, plaintiff Marc Goodell filed a Complaint in the United States District Court for the Western District of Wisconsin ("the Court"), captioned *Marc Goodell, on behalf of himself and a class of employees and/or former employees similarly situated v. Charter Communications, LLC, and Charter Communications, Inc.*, Case Number 3:08-cv-00512 (the "Lawsuit"). The Lawsuit alleged, *inter alia*, that Goodell and other "similarly situated" current and former employees of Charter had been denied wages and overtime pay under the laws of twenty-nine states. The Lawsuit sought compensation for wages and overtime pay, liquidated damages, statutory penalties, costs, and attorneys' fees allegedly due to Goodell and class members working for Charter in those twenty-nine states.

2. On October 31, 2008, plaintiff Goodell filed a First Amended Complaint in the Lawsuit, containing substantially the same allegations as the original Complaint, but limiting the putative class on whose behalf relief was sought to individuals who work (or worked) for Charter in eighteen states. The First Amended Complaint alleged claims under the laws of those eighteen states.

3. On January 7, 2009, plaintiffs Marc Goodell, Philip Powers, Chad Werth, Ross Blakley, and Dominick P. Tucker (collectively, "Plaintiffs") filed a Second Amended Complaint in the Lawsuit, captioned *Philip Powers, Marc Goodell, Chad Werth, Ross Blakley, and Dominick P. Tucker, on behalf of themselves and a class of employees and/or former employees similarly situated v. Charter Communications, LLC and Charter Communications, Inc.* The Second Amended Complaint again alleged the same conduct by Charter, but this time limited the putative class to individuals who work (or worked) for

Charter in four states – Michigan, Minnesota, Missouri, and California. The Second Amended Complaint alleged claims under the laws of those four states and added plaintiffs Powers, Werth, Blakley, and Tucker as class representatives in the Lawsuit.

4. Filing of Third Amended Complaint. In conjunction with this Agreement, and for the sole purpose of the settlement of the Lawsuit, Class Representatives (as defined herein will file a Third Amended Complaint, with Charter's consent, that will allege claims on behalf of Class Representatives and a Class (as defined below) of current and former employees who currently work or have worked for Charter in nine states – Michigan, Minnesota, Missouri, California, Nebraska, Nevada, Illinois, Oregon, and Washington. The Third Amended Complaint will allege claims for unpaid wages and overtime under the laws of those nine states, as well as under the Fair Labor Standards Act, based on the same underlying conduct asserted in the Second Amended Complaint, and also will add two class representatives to the Lawsuit – Justin Rose and Kyle Crawford. If, for any reason, the Court does not grant final approval of the Settlement, Class Representatives shall withdraw the Third Amended Complaint. Should the Settlement not become final, Charter expressly reserves the right to oppose any further attempts by Plaintiffs or Class Representatives to amend the Complaint to add claims under any federal or state statute or common law, or to add class representatives or parties, and the fact that Class Representatives will file the Third Amended Complaint in conjunction with the Settlement shall not be deemed to be an admission of any sort. Neither the Third Amended Complaint, this Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of settlement shall be admissible or offered into evidence in the Lawsuit or any other action for any purpose whatsoever.

5. Definitions. For purposes of this Agreement:

a. The "Class" or "Class Members" means any and all persons employed by Charter in California, Michigan, Minnesota, Missouri, Illinois, Nebraska, Nevada, Oregon, and Washington during the "Class Period" (as defined below) in any of following positions ("Covered Positions"): Broadband Technician I; Broadband Technician II; Broadband Technician III; Broadband Technician Lead; Broadband Technician Sr.; Chief Technician; Data Services Technician I; Data Services Technician II; Data Services Technician Sr.; Data Services Technician I CB; Data Services Technician II CB; Data Services Technician Sr. CB; Install/Repair QC Technician I; Install/Repair QC Technician II; Installer Repair Technician

I; Installer Repair Technician II; Installation Technician; Installation Trainee; Installer I; Repair Technician; Reverse Specialist; Service Technician; Service Technician I; Service Technician II; System Chief Technician; System Field Coordinator; System Technician; System Technician I; System Technician II; System Technician Lead; System Technician Sr. "Class" or "Class Members" does not include, however, (i) any and all persons who timely and properly request exclusion from the Class, as set forth in Paragraph 20 below, and (ii) any and all persons who released Charter from claims for unpaid wages or overtime under the Fair Labor Standards Act or state law as a result of the settlement reached in *Sjoblom v. Charter Communications, LLC* (Case No. 07-C-0451-C) (W.D. Wis.) ("*Sjoblom* Litigation").

b. "Class Period" means: (i) August 28, 2005 through August 28, 2008 for those Class Members who work or worked for Charter in California, Michigan, Minnesota, and Missouri; or (ii) three years prior to the date of preliminary approval of this Agreement ("Preliminary Approval Date") through the Preliminary Approval Date for those Class Members who work or worked for Charter in Illinois, Nebraska, Nevada, Oregon, and Washington.

c. "Work Period" means: (i) August 28, 2005 through the Preliminary Approval Date for those Class Members who work or worked for Charter in California, Michigan, Minnesota, and Missouri, or (ii) three years prior to the Preliminary Approval Date through the Preliminary Approval Date for those Class Members who work or worked for Charter in Illinois, Nebraska, Nevada, Oregon, and Washington.

d. "Class Counsel" is:

Robert J. Gingras
Michael J. Luebke
GINGRAS, CATES & LUEBKE, S.C.
8150 Excelsior Drive
Madison, WI 53701-1808
Tel: (608) 833-2632
Fax: (608) 833-2874
gingras@gcllawyers.com
luebke@gcllawyers.com

Michael J. Modl
Steven S. Streck
Timothy D. Edwards
AXLEY BRYNELSON, LLP
2 E. Mifflin Street, Suite 200
Madison, WI 53703
Tel: (608) 257-5661

Fax: (608) 257-5444
mmodl@axley.com
sstreck@axley.com
tedwards@axley.com

e. "Defense Counsel" or "Counsel for Charter" is:

David Dunn
HOGAN LOVELLS US LLP
875 Third Avenue
New York, NY 10022
Tel: (212) 918-3000
Fax: (212) 918-3100
david.dunn@hoganlovells.com

Robin J. Samuel
HOGAN LOVELLS US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Tel: (312) 785-4600
Fax: (312) 785-4601
robin.samuel@hoganlovells.com

Barbara A. Neider
Thomas B. Aquino
STAFFORD ROSENBAUM, LLP
222 W. Washington Avenue, Suite 900
Madison, WI 53703
Tel: (608) 256-0226
Fax: (608) 259-2600
bneider@staffordlaw.com
taquino@staffordlaw.com

6. Tentative Settlement. The Parties began settlement discussions in January 2009. On or about March 16, 2010, the Parties reached a tentative settlement, with the aid of mediator Professor Eric Green, which the Parties memorialized in their March 16, 2010 Memorandum of Understanding. The Parties are now entering into a detailed, formalized settlement agreement to submit to the Court for preliminary and final approval.

7. Class Certification for Settlement Purposes. Solely for purposes of settling the Lawsuit, the Parties conditionally stipulate and agree that the requisites for establishing class certification have been met and are met, and, therefore, for the purpose of effectuating this Settlement, the Parties stipulate to class certification. If, for any reason, the Court does not grant final approval of the Settlement, the stipulation of class certification shall be void *ab initio*. Charter expressly reserves its right to oppose class certification should the Settlement not be finally approved by the Court. Neither this Agreement, nor any ancillary documents,

actions, statements, or filings in furtherance of settlement shall be admissible or offered into evidence in the Lawsuit or any other legal proceeding of any kind for any purpose whatsoever.

8. Denial of Liability. Charter denies the claims and allegations asserted in the Lawsuit. Charter specifically denies any liability or wrongdoing of any kind associated with the claims and allegations asserted in the Lawsuit, and Charter asserts that it has no liability for any of the Class Representatives' or Class Members' claims under any statute, regulation, wage order, common law, or equitable theory. Charter further asserts that, for any purpose other than settlement, the Lawsuit is not appropriate for class treatment.

9. Investigation of Proposed Settlement by Charter. Charter has investigated the allegations raised by the Class Representatives in the Lawsuit, evaluated the information elicited through its investigation, and concluded that, despite its good faith belief that it is not liable for any of the claims asserted in the Lawsuit and that it has good defenses to those claims, it will enter into this Settlement to obtain the conclusive and complete dismissal of the Lawsuit, and to avoid: (i) the further expense, inconvenience, and burden of this litigation, (ii) the distraction and diversion of its personnel and resources, and (iii) the risk of uncertainty of the outcome inherent in any litigation. Charter is willing to enter this Settlement as a means to resolve fully all claims related to the allegations in the Lawsuit.

10. Investigation of Proposed Settlement by Class Representatives. Class Representatives and Class Counsel have performed a thorough study of the law and facts relating to the claims asserted in the Lawsuit and have concluded, based upon their investigation and informal discovery, and taking into account the sharply contested issues, the expense and time necessary to pursue the Lawsuit through an appeal and further litigation, the risks and costs of further prosecution of the Lawsuit, the uncertainties of an appeal and complex litigation, and the substantial benefits to the Class, that a settlement with Charter on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Class. Class Representatives, on their own behalf and on behalf of each Class Member, have agreed to settle the Lawsuit on the terms set forth herein.

11. Full and Final Settlement. The Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims which exist between Charter and the Class based on, arising out of, or directly related to the causes of action alleged in the

Lawsuit. In order to achieve a full and complete release of Charter (and the Charter Releasees, as defined in Paragraph 21 below) of such disputes and claims, each Class Member (which includes any legal heirs and/or successors-in-interest of each Class Member), through execution of this Agreement by the Class Representatives, acknowledges that this Agreement includes in its effect all claims covered by the releases applicable to the Class, all as more fully defined in Paragraphs 21-22 below.

12. Settlement Documentation. This Settlement contemplates the (a) entry of an order preliminarily approving this Agreement; (b) entry of an order approving certification of a settlement class; (c) entry of an order appointing the Class Counsel, Class Representatives, and the Settlement Administrator; (d) entry of an order approving of the Parties' Notice Plan, set forth in Paragraphs 16-20 below, and directing Notice; (e) entry of a final order approving this Agreement; (f) dismissal of the Third Amended Complaint (once filed) on the merits with prejudice; and (g) discharge of all Parties, their respective counsel, and the Charter Releasees from liability for any and all of the released claims as set forth in Paragraphs 21-22 below. Charter also shall draft and serve the notices required by 28 U.S.C. § 1715(b) upon the appropriate federal and state officials, as those terms are defined in 28 U.S.C. § 1715(a), within ten (10) days after the parties move for preliminary approval of the Agreement pursuant to Section 25 below.

II.

TERMS OF SETTLEMENT

13. Consideration. In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree that the Lawsuit, and any claims, damages, or causes of action arising out of or related to the dispute that is the subject of the Lawsuit, whether asserted or not, be settled and compromised as between the Class and Charter, subject to the terms and conditions set forth in this Settlement and the approval of the Court.

14. Effective Date. The Settlement embodied in this Agreement shall become effective (the "Effective Date") upon the later of: (a) the expiration of the time in which any appeal or petition for certiorari could be filed, if no appeal or petition is timely filed; or (b) if an appeal or petition for certiorari is timely filed, the date on which all such appeals or petitions are fully decided and the Final Order and Judgment, as modified (if at all), has been entered. The Effective Date is also conditioned upon all of the following occurring: (a)this

Agreement has been signed by all Parties, Class Counsel and Defendants' Counsel; (b) the Court has entered a preliminary approval order substantially similar to the Order for Preliminary Approval of Settlement submitted with the Agreed Motion for Preliminary Approval of Class Action Settlement; (c) the Court-approved Notice and Claim Form have been mailed to the Class Members as ordered by the Court in this Lawsuit; (d) more than ninety (90) days has elapsed from Charter's final mailing of the notices required by 28 U.S.C. § 1715(b)); and (e) the Court has entered a Final Order and Judgment.

15. Settlement Payment Procedures.

a. Maximum Gross Settlement Amount. The total and all-inclusive settlement sum shall be Eighteen Million Dollars ($18,000,000.00) (the "Maximum Gross Settlement Amount"). The Maximum Gross Settlement Amount shall remain in the possession, custody, and control of Charter until the Settlement Administrator advises Charter that the settlement proceeds are needed for distribution as set forth herein. The Maximum Gross Settlement Amount shall not be segregated but shall remain in Charter's general funds until that time. The Maximum Gross Settlement Amount includes any and all Enhancement Payments (as defined below), attorneys' fees and costs, disbursements, or other fees and costs awarded by the Court to the Class or to Class Counsel, as well as one half of the Settlement Administration Costs (as defined below). The other half of the Settlement Administration Costs and the employer's portion of government-mandated withholdings shall not be included in, but will be paid separately by Charter in addition to, the Maximum Gross Settlement Amount.

i. Enhancement Payments. Class Representatives will make an application to the Court, which Charter will not oppose, for approval of "Enhancement Payments" to be paid to the Class Representatives in the following amounts: to Class Representative Marc Goodell, an Enhancement Payment of Twenty-Five Thousand Dollars ($25,000.00); to Class Representatives Philip Powers, Chad Werth, Ross Blakley, and Dominick P. Tucker, an Enhancement Payment of Ten Thousand Dollars ($10,000.00) each; and to Class Representatives Justin Rose and Kyle Crawford, an Enhancement Payment of Five Thousand Dollars ($5,000.00) each. These Enhancement Payments are in addition to the Settlement Payments (as defined below) to which the Class Representatives are entitled along with other Authorized Claimants (as defined below). The Enhancement Payments shall be paid from the Maximum Gross Settlement Amount, and shall be paid by check to each

Class Representative, which checks shall be delivered to Class Counsel within thirty (30) calendar days after the Effective Date. Charter will report the Enhancement Payments on an IRS Form 1099, which it will provide to each Class Representative and to the pertinent taxing authorities as required by law. The Class Representatives assume responsibility for paying any taxes due on the Enhancement Payments received. The Class Representatives shall hold the Charter Releasees and Class Counsel harmless and indemnify the Charter Releasees and Class Counsel for all taxes, interest, penalties, and costs, including attorneys' fees, incurred by the Charter Releasees and Class Counsel by reason of any claims against any Charter Releasee or Class Counsel arising from or relating to the non-withholding of taxes from the Enhancement Payments.

ii. Settlement Administrator. The Parties have tentatively selected Rust Consulting to administer the Settlement and to act as the Settlement Administrator. The Parties may, however, mutually select a different Settlement Administrator, or an additional Settlement Administrator, to perform some or all administration, and if the Parties do so elect, the final Settlement Administrator(s) shall be identified in conjunction with the Motion for Final Approval of this Settlement. Duties of the Settlement Administrator include, without limitation, mailing notices, including reminder cards, and performing address updates and verifications prior to the first mailing, all as specified in Section 16 below, mailing deficiency letters (if any), performing one skip trace on any returned mail, completing the telephone calls to Class Members specified in Section 17 below, and calculating, processing, and mailing to Class Members and tax authorities all Class Member settlement checks and tax forms (including W-2s and 1099s).

iii. Settlement Administration Costs. All costs of administering the Settlement, including but not limited to all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing, and mailing any and all notices to Class Members; all costs and fees associated with computing, processing, reviewing, and paying out the settlement amounts, interest, taxes, and other payments to be made out of or into the Maximum Gross Settlement Amount; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement ("Settlement Administration Costs") shall be paid by Charter.

One half of the Settlement Administration Costs shall be deducted from and paid out of the Maximum Gross Settlement Amount. The other half of the Settlement Administration Costs shall not be included in, but will be in addition to, the Maximum Gross Settlement Amount.

iv. Attorneys' Fees and Litigation Costs. On the same date as the Parties file their Agreed Motion for Preliminary Approval, Class Counsel shall make an application to the Court for an award of attorneys' fees and costs to be paid out of the Maximum Gross Settlement Amount. Charter shall be entitled to take whatever position it deems appropriate with respect to such application and award. The Parties may propose a briefing schedule relating to the application for Class Counsel's attorneys' fees and costs. Charter agrees that it will not object to the Court ruling on the Motion for Preliminary Approval prior to any determination regarding Class Counsel's application for attorneys' fees and costs, but Charter reserves the right to seek modification of the Notice (as defined below) after it has had the opportunity to review the application for attorneys' fees and costs.

b. Net Settlement Amount and Settlement Payments. The Settlement Payments shall be paid on a claims made basis to Class Members who submit timely and proper claims pursuant to the Court-approved claims procedure set forth in Paragraph 15(c)-(g) below, and shall be determined as follows.

i. The Maximum Gross Settlement Amount shall be reduced by: (i) the court-approved Enhancement Payments, (ii) the amount of the court-approved attorneys' fees and costs, and (iii) one half of the Settlement Administration Costs. The amount of the Maximum Gross Settlement Amount remaining after these deductions will constitute the "Net Settlement Amount."

ii. Settlement Payments shall be paid out of the Net Settlement Amount and shall be calculated as follows. The "Total Workweeks" shall be calculated by summing the total workweeks that each Class Member held a Covered Position during the Work Period, subject to a maximum of 156 workweeks for each Class Member. The Net Settlement Amount shall be divided by the Total Workweeks to arrive at the "Weekly Payment Amount." Each Class Member's share of the Net Settlement Amount shall thereafter be calculated by multiplying the total number of workweeks that the Class Member held a Covered Position during the Work Period (capped at 156 workweeks) by the Weekly Payment Amount. This number shall be the "Settlement Payment" for that Class Member.

In no event shall the sum total of the Settlement Payments exceed the Net Settlement Amount.

iii. The Settlement Administrator shall compute the Settlement Payment for each Class Member who timely completes and submits a valid, signed Claim Form pursuant to Paragraph 15(c) below ("Authorized Claimant"). Each Settlement Payment will be separated into equal payments for back wages and liquidated damages. The half of the Settlement Payment allocated as back wages shall be subject to all required payroll taxes and deductions (including federal income taxes, state income taxes, FICA and FUTA, and other state-specific statutory payroll deductions), as well as other required deductions (e.g., garnishments, tax liens, or child support). Each Authorized Claimant's share of FICA, Medicare, FUTA and other federal or state-specific statutory payroll deductions shall be deducted from his or her Settlement Payment. The half of the Settlement Payment allocated as liquidated damages shall be characterized as payment for alleged liquidated damages or statutory penalties, but not wages. Charter (or at Charter's election, the Settlement Administrator) will report this portion of the Settlement Payment on an IRS Form 1099, which it will provide to each Authorized Claimant and to the pertinent taxing authorities as required by law. The Authorized Claimants shall be responsible for paying any taxes due on the liquidated damages portion of the Settlement Payments. The Authorized Claimants shall each hold the Charter Releasees and Class Counsel harmless and indemnify the Charter Releasees and Class Counsel for all taxes, interest, penalties, and costs, including attorneys' fees, incurred by the Charter Releasees or Class Counsel by reason of any claim against any Charter Releasee or Class Counsel arising from or relating to the non-withholding of taxes with respect to each of them from the liquidated damages portion of the Settlement Payments.

iv. All Settlement Payments shall be deemed to be paid to each Authorized Claimant solely in the year in which such payments actually are received by the Authorized Claimant. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Authorized Claimant to additional compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Authorized Claimant to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of the Parties that the Settlement Payments provided for in this Agreement are the sole payments to be made to the Authorized Claimants

(other than the Enhancement Payments made to the Class Representatives), and that Authorized Claimants, including the Class Representatives, are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

c. Claim Form.

i. The Settlement Administrator shall mail a Claim, Opt-In, Waiver and Release Form ("Claim Form") to each Class Member in the form attached hereto as Exhibit A.

ii. For a Class Member to share in disbursements from the Net Settlement Amount, he or she must not opt out of the Settlement pursuant to Paragraph 20(a), and must complete and return a Claim Form to the Settlement Administrator, within the time periods specified in this Agreement, signed by the Class Member or his or her authorized representative, and certifying that he or she worked for Charter in a Covered Position in Michigan, Minnesota, Missouri, California, Nebraska, Nevada, Illinois, Oregon, or Washington during the Class Period. The Claim Form also will include: (1) a release of claims consistent with that set forth in Paragraphs 21 and 22 of this Agreement, and (2) an acknowledgement that by signing the Claim Form and the release, the Class Member opts into the Lawsuit pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b).

iii. If a Class Member disagrees with the number of workweeks allocated to him or her, he or she must submit documentation that supports his or her belief that he or she held a Covered Position for a different number workweeks in one or more of the relevant states during the Work Period. The Settlement Administrator will review the documentation and make a determination based upon the submitted documentation and Charter's records for that Class Member as to the validity of the Class Member's claim. If the Settlement Administrator needs further information from Charter concerning the Class Member's claim, the Settlement Administrator will notify Defense Counsel and request the needed information. Charter's records will be presumed determinative if there is a dispute over the number of workweeks that the Class Member worked in a Covered Position during the Work Period, unless the Class Member has submitted valid and compelling documentation to support his or her claim to a different number of workweeks than the

number shown on the Claim Form. The Settlement Administrator shall resolve all disputes by applying the above standard, and the decision of the Settlement Administrator on any dispute regarding the number of workweeks shall be final.

iv. The Claim Form must be postmarked and mailed to the Settlement Administrator no later than sixty (60) calendar days after the date the Settlement Administrator mails the blank Claim Forms to Class Members. The Settlement Administrator shall provide a self-addressed return envelope to each Class Member who is eligible to participate in the Settlement for this purpose. Any Claim Form that is returned to the Settlement Administrator and is postmarked more than sixty (60) calendar days after the date of mailing of the blank Claim Form to Class Members shall be null and void and shall not be accepted or processed. Claim Forms with no or illegible postmarks will be considered untimely and rejected if they are received more than seven (7) days after the close of the sixty (60) day period for submitting claims. Unless otherwise agreed by the Parties, Claim Forms that are not timely mailed or received shall be rejected and disregarded.

d. Payment of Settlement Amounts.

i. Within thirty (30) business days after the close of the sixty (60) day period for submitting claims, the Settlement Administrator shall calculate the final Settlement Payment to be paid to each Authorized Claimant and prepare a Final Statement of Settlement Amount for each Authorized Claimant. The Settlement Administrator shall certify jointly to Class Counsel and Defense Counsel what claims were timely filed and the amount of each claim to be paid. Charter shall thereafter cause (either directly or through the Settlement Administrator) the Settlement Payments to be mailed to the Authorized Claimants within thirty (30) days after the Effective Date. Charter also shall cause (either directly or through the Settlement Administrator) the payment authorized by the Court for Class Counsel's attorneys' fees and costs to be mailed to Class Counsel within thirty (30) days after the Effective Date.

ii. Class Representatives and Authorized Claimants will have one hundred eighty (180) calendar days from the date on which the Settlement Payments and Enhancement Payments are mailed to negotiate the Enhancement Payment and/or Settlement Payment checks. If any Class Representatives or Authorized Claimants do not cash their checks within the 180-day period, the checks will automatically be cancelled and voided

through a stop-payment or other similar method of cancelation. Uncashed Settlement Payments and Enhancement Payments will be handled in the manner set forth in Paragraph 15(g) below.

e. Submission of Deficient Claim Forms. If any Class Member timely submits a deficient Claim Form, then, within fifteen (15) calendar days of the Settlement Administrator's receipt of such Claim Form, the Settlement Administrator shall send by first class mail a notice to such Class Member informing him or her of the deficiency and that he or she has fifteen (15) calendar days from the date the notice is mailed to cure the deficiency. The Settlement Administrator will also copy (via email) Class Counsel and Defense Counsel with any such notices of deficiency. A response from the Class Member curing the deficiency must be in writing and must be postmarked and mailed within fifteen (15) calendar days after the date the notice of deficiency is mailed to the Class Member in order to be considered a timely response. Any responses that are not timely shall not be considered, and the deficient Claim Form shall be null and void and shall not be accepted or processed. Missing or illegible postmarks will be handled as specified above in Section 15(c)(iv).

f. Failure to Submit Claim Form. Any Class Member who does not opt out of the Settlement pursuant to Paragraph 20(a) will be deemed eligible for a payment hereunder, but will receive a Settlement Payment only if he/she timely submits a fully completed and executed Claim Form, including the release and opt-in acknowledgment in accordance with Paragraph 15(c) above. A Class Member who fails to timely submit a valid and complete Claim Form to the Settlement Administrator and who also fails to file a Request for Exclusion (as defined in Section 20(a) below) from the Class shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Lawsuit are determined by the Court's Final Order and Judgment. Any such Class Member will be subject to the release in Paragraphs 21 and 22 of this Agreement and the other rulings in the Lawsuit, but will not be permitted to recover from the Net Settlement Amount.

g. Unclaimed Settlement Payments. Any unclaimed amounts from the Net Settlement Amount, including but not limited to Settlement Payment checks that remain uncashed after one hundred eighty (180) days and any Settlement Payments unclaimed due to the failure of Class Members to submit timely and valid Claim Forms, shall be handled as follows:

i. Eighty-five percent (85%) of the Net Settlement Amount that is not claimed by Class Members shall remain the sole and exclusive property of Charter and shall not be paid out.

ii. Charter shall pay an amount equivalent to fifteen percent (15%) of the unclaimed Net Settlement Amount to one or more nationally recognized charities, each of which must qualify as a valid 501(c)(3) tax-exempt charity. Charter shall designate the charities that will receive one half of the fifteen percent (15%) sum, and Class Representatives shall designate the charities that will receive the other half.

iii. Either Party may object to the charities designated by the other. Professor Eric Green shall resolve any disputes as to the validity of designated charities by either approving or disapproving the charity in dispute. For any disapproved charities, the designating Party may thereafter designate a replacement charity, which designation may again be objected to and resolved in the manner described herein.

h. No Additional Contribution by Charter.

i. Charter's monetary obligation under this Agreement is limited to the amount defined as the Maximum Gross Settlement Amount, with the exception of the employer's portion of government-mandated withholdings for FICA, Medicare and FUTA and one half of the Settlement Administration Costs. Charter may not be called upon or required to contribute additional monies above the Maximum Gross Settlement Amount (with the above exceptions) under any circumstances whatsoever. All costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Maximum Gross Settlement Amount, unless expressly provided otherwise herein.

ii. In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, in whole or in part, however that may occur, or the settlement of the Lawsuit is barred by operation of law, is invalidated, is not approved or otherwise is ordered not to be carried out by a court of competent jurisdiction, Charter shall cease to have any obligation to pay any portion of the Maximum Gross Settlement Amount to anyone under the terms of this Agreement, and all previous disbursements from the Maximum Gross Settlement Amount shall immediately be paid back to Charter by the person or entity who received such disbursement.

i. Nullification. If twenty percent (20%) or more of the Class Members timely submit Requests for Exclusion from the Settlement, then Charter in its sole discretion may nullify and void this Agreement. The Settlement Administrator shall provide Defense Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than every two weeks.

III.

NOTICE TO THE CLASS

16. Notice to Class Members. A Notice of Wage/Hour Class Action Settlement, Settlement Hearing, And Claims Procedure To Certain Technicians Employed By Charter Communications, LLC, or Charter Communications, Inc. ("Notice") approved by the Court shall be sent by the Settlement Administrator to the Class Members in accordance with the procedures below. A copy of the proposed Notice is attached hereto as Exhibit B.

a. No later than fifteen (15) calendar days after the Court grants preliminary approval of this Settlement, Charter will provide the Settlement Administrator with a list of each Class Member's name, last known home address, last known home telephone number, last known cellular telephone number (all if known), Social Security number, the state or states in which the Class Member worked for Charter during the Class Period, and the number of workweeks (as described in Paragraph 15(b) above) during the Work Period for each such Class Member. This list shall be based on Charter's personnel and other business records. Defense Counsel agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable. The Settlement Administrator shall use this data solely for the purposes of effectuating this Settlement and will comply with all state and federal laws that protect the privacy of current and former Charter employees. If necessary, the Settlement Administrator will run a check of the Class Members' addresses against those on file with the United States Postal Services' National Change of Address Database or its own proprietary database. Charter also shall provide Class Counsel with the same list, but showing only each Class Member's name, the state or states in which the Class Member worked in a Covered Position during the Class Period, and the number of workweeks during the Work Period for each such Class Member.

b. Within fourteen (14) calendar days after the list of Class Members is provided to the Settlement Administrator, the Settlement Administrator shall mail the Notice

by first-class United States mail, postage prepaid, to the last known address or updated address of each Class Member. The envelope containing the Notice shall bear the following phrase, in bold type, 1/4 inch below the return address or 1/4 inch above the addressee's address: RETURN SERVICE REQUESTED.

c. With respect to those Class Members whose Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall resend the Notice within seven (7) days to the forwarding address, if any, on the returned envelope. The Settlement Administrator will resend a returned Notice to a forwarding address only one time per Class Member. If there is no forwarding address, the Settlement Administrator may perform a computer search to include a Lexis/Nexis and/or Accurint credit header search for a current address using the Class Member's Social Security number; this search will be performed only once per Class Member.

d. No later than ten (10) court days prior to the Final Fairness Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a Declaration attesting to completion of the Notice process, including due diligence, proof of mailing, and any attempts to obtain valid mailing addresses for, and the re-sending of, any returned Notices. This Declaration shall be filed with the Court by Class Counsel.

17. Additional Notices. In addition to the Notice to Class Members described above, additional notice shall be provided to the Class Members as follows:

a. Within seven (7) calendar days after the list of Class Members is provided to the Settlement Administrator and before the Notice is mailed to the Class Members through the procedures described above, the Settlement Administrator shall place a live telephone call to each Class Member, during which the Settlement Administrator will provide information relating to the Lawsuit and this Settlement by reading from the mutually agreed-upon script attached hereto as Exhibit C. The Settlement Administrator may delegate responsibility for placing such telephone calls to its agent, subject to the mutual approval of the agent by the Parties.

If Charter's personnel database records do not contain a home telephone number or a cellular telephone number for a particular Class Member, or if those records do not contain a single, valid telephone number for a Class Member, the Settlement Administrator shall perform one trace to include a Lexis/Nexis and/or Accurint credit header

search for that Class Member in an effort to identify a valid telephone number for that Class Member. If the trace is not successful in identifying a valid telephone number, the Settlement Administrator will not take any further action to locate a telephone number for the Class Member.

If Charter's personnel database records contain both a home and cellular telephone number for the Class Member, the Settlement Administrator will first call the home number. If the home number is not valid, the Settlement Administrator shall call the cellular number. If at any point in the process, the Settlement Administrator calls a number that is invalid and the operator provides a new number for the Class Member, the Settlement Administrator shall place one or more calls to the new number, as discussed in the next paragraph below. No other telephone numbers shall be called for that Class Member.

If the telephone call is answered in person, the Settlement Administrator will ask to speak to the Class Member. If the Class Member is available, the Settlement Administrator will read to him/her the script in Exhibit C. The Settlement Administrator will not collect information, ask or answer questions (other than as provided below), or take any other action during the call. If the Class Member asks any questions, the Settlement Administrator shall only respond by stating that the answers to most questions will be contained in the Notice that will be mailed to the Class Member. If the telephone call is answered in person but the Class Member is not available, the Settlement Administrator will read the script to the person who answers the telephone. If the Settlement Administrator receives an answering machine or voice mail, the Settlement Administrator will read the script as the message on the answering machine or voice mail.

The Settlement Administrator will take no further steps if a recipient of the call terminates the call at any time. If the telephone number rings but is not answered, the Settlement Administrator will make up to two (2) additional attempts to call that number. All calls and recalls will be completed in a two-day period.

If, at any time, the recipient of the call asks to be put on a "Do Not Call" list, asks to be removed from the Settlement Administrator's call list, or otherwise indicates that the recipient does not wish to speak with or receive calls from anyone, the Settlement Administrator shall acknowledge the request and immediately terminate the call,

and the Settlement Administrator shall make no further calls (including the second call specified in Section 17(c) below) to that Class Member.

The Settlement Administrator agrees to: (i) only make calls between the hours of 9:00 a.m. and 7:00 p.m. in the time zone of the area code dialed; (ii) state, at the beginning of the call, the first and last name of the person making the call and that the call is being made on behalf of the Settlement Administrator; (iii) not use an auto-dialer or similar device; (v) block caller I.D. and other methods of transmitting the telephone number used to make the call; (vi) maintain all scripts/call materials and the names, titles and addresses of all persons who made calls for two (2) years; (vii) make no further calls to any recipient who asks not to be called or to be removed from the call list; and (viii) comply with applicable state and federal telephone solicitation and autodialing laws.

b. Thirty (30) calendar days after the Notice is mailed to the Class Members, the Settlement Administrator shall send by first-class mail a postcard, approved by the Court, to the Class Members who have not yet submitted a Claim Form or Request for Exclusion reminding them of the deadline to submit a Claim Form or Request for Exclusion. A copy of the mutually agreed upon reminder postcard is attached hereto as Exhibit D.

c. Seven (7) calendar days before the deadline for Class Members to submit a Request for Exclusion, the Settlement Administrator shall place a second live telephone call to those Class Members who have not submitted claims or requested exclusion from the Settlement. During each such call, the Settlement Administrator will remind the Class Member of the deadlines for submission of Claim Forms or Requests for Exclusion by reading from the script attached hereto as Exhibit E. The Settlement Administrator may delegate responsibility for conducting the call to its agent, subject to the mutual approval of the agent by the Parties. The procedures and limitations set forth in Paragraph 17(a) shall apply equally to this second call made by the Settlement Administrator to applicable Class Members.

18. Satisfaction of Notice Obligation. Upon completion of the procedures described in Paragraphs 16 and17 above, the Parties shall be deemed to have satisfied their obligation to provide the Notice to the Class Members. Nothing else shall be required of, or done by, the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator to provide notice of the Settlement and the Final Fairness and Approval Hearing. However,

Class Counsel may post on the www.charterclassaction.com website a copy of the Notice and Claim Form. The website will contain no other information, including but not limited to, any explanation of the Settlement, contact information for the Parties or counsel, or identification of the Parties or counsel. Additionally, the website will not use text fonts or styling that is the same or similar to Charter logos or trademarks, and the website shall not otherwise imply sponsorship or authorship by Charter. The website will be accessible only during the Claim Period, and Class Counsel will cause the website to be removed from the Internet and fully disabled within five (5) calendar days of the close of the Claim Period. No later than five (5) calendar days after the Effective Date, Class Counsel shall cause ownership of the URL for the website to be transferred to Charter. Charter shall be responsible for the costs of transferring ownership of the URL for the website to Charter. The website will be referenced only in the Notice and reminder postcard, and only as follows: "The Notice and Claim Form may be viewed at www.charterclassaction.com during the Claim Period."

19. Communications with Class Members. At no time shall Class Counsel initiate any direct contact or communications with the Class Members, other than the Class Representatives. Only the Settlement Administrator (or its agent) shall be permitted to initiate contact or communications with the Class Members through the notice procedures set forth above. However, the Notice and the reminder postcard shall inform Class Members that they may direct inquiries to Class Counsel, and Class Counsel shall be permitted to respond to such inquiries as are received by them from Class Members.

20. Responses to Notice.

a. Requests for Exclusion from Class.

i. Any Class Member who receives a Notice may request to opt out, or be excluded from, the Class by mailing to the Settlement Administrator a written statement expressing the Class Member's desire to be excluded from the Class ("Request for Exclusion"). The Request for Exclusion must include the Class Member's name (and former name, if applicable), current address, telephone number, Social Security number, and the state(s) in which he or she works or worked for Charter. The Request for Exclusion must also state:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN MARC GOODELL, ET AL. V. CHARTER

COMMUNICATIONS, LLC, ET AL., UNITED STATES DISTRICT COURT CASE, NO. 08-CV-00512, IN THE WESTERN DISTRICT OF WISCONSIN. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT."

ii. Any such Request for Exclusion must be postmarked not more than forty-five (45) calendar days after the date the Notice is mailed to the Class. Requests for Exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void, and ineffective. Persons who are eligible to and do submit valid and timely Requests for Exclusion will not participate in the Settlement, nor will they be bound by the terms of the proposed Settlement, if it is approved, or by the Final Judgment in the Lawsuit.

iii. Any Class Member who fails to exclude him/herself from the Settlement pursuant to this Section will become a plaintiff and designate the Class Representatives as his/her representatives to make decisions on his/her behalf concerning his/her claims. Any Class Member who fails to exclude him/herself from the Settlement will be deemed a participant whose rights and claims are determined by the terms of this Agreement, including the release provisions of this Agreement, as approved or modified by the Court. If a Class Member timely submits both a valid Claim Form and a timely Request for Exclusion, the Claim Form will be considered valid, the Request for Exclusion shall be rejected, and the Class Member will be bound by the Settlement and the Court's Final Order and Judgment.

b. Objections to Settlement. Any Class Member wishing to object to the approval of this Settlement ("Objecting Class Member") shall inform the Court and the Parties in writing of his or her intent to object to the Settlement. The written submission must be filed in the Court and postmarked and mailed to Class Counsel and Defense Counsel within forty-five (45) calendar days after the date Notice is mailed to the Class Members, and must state the basis of the objection. If any Objecting Class Member wishes to be heard at the Final Fairness and Approval Hearing, that Class Member's written submission must include a request for the Court to consider that request.

c. Failure to Object. Any Class Member who fails to timely file and serve such a written statement of his or her intention to object shall be foreclosed from making any objection to this Settlement, unless otherwise ordered by the Court.

d. Responses to Objections. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members at least fourteen (14) days before the date of the Final Fairness and Approval Hearing.

e. Failure to Request Exclusion. Regardless of whether a Class Member timely and fully executes a Claim Form, any Class Member who fails to submit a timely and valid Request for Exclusion from the Settlement will automatically be deemed a Class Member and will be subject to the releases in Paragraphs 21 and 22.

IV.

RELEASES

21. Release by the Class Representatives and the Class.

a. Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives and each Class Member who has not opted out of this Settlement in a timely manner, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, fully and forever release and discharge Charter and each of its present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, managers, executives, owners, attorneys, insurers, agents, successors, and assigns (collectively, "Charter Releasees") from any and all complaints, claims, demands, rights, damages, losses, costs, expenses, obligations, liabilities, agreements, promises, actions, causes of action, and suits of any sort or nature whatsoever, known or unknown, contingent or fixed, suspected or unsuspected, at law or in equity, that the Class Representatives and Class Members may now have or may at any time hereafter have against the Charter Releasees for any period up to and including the date of the Court's order granting preliminary approval of this Settlement relating to the alleged non-payment or inaccurate payment of wages or overtime to Class Representatives or Class Members during or following their employment with Charter.

b. Without limiting the generality of the foregoing, Class Representatives and the Class Members who have not opted out of this Settlement in a timely manner expressly release all claims, rights, or causes of action alleged in the Lawsuit and all wage-related claims, rights, or causes of action that could have been alleged, including, but not

limited to, all claims, rights, or causes of action relating to the alleged non-payment or inaccurate payment of wages or overtime to Class Representatives or Class Members during or following their employment with Charter, including but not limited to claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, claims under The Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1001 *et seq.*, that arise from any alleged failure to pay wages or overtime, and any of the following state statutes and regulations: (i) all California wage orders, the California Labor Code, and other applicable statutes, including but not limited to California Labor Code Sections 201-204, 212, 221, *et seq.*, 226, 226.7, 400, *et seq.*, 510, *et seq.*, 512, 558, 1194, 2699, *et seq.*, and 2802, Wage Order 4 of the Industrial Welfare Commission Wage Orders (8 Cal. Code. Regs. §§ 11010, *et seq.*), California Business & Professions Code § 17200 and Code of Civil Procedure §§ 1021.5 and 1542, and the California Private Attorney General Act; (ii) the Illinois Minimum Wage Law, 820 I.L.C.S. 105/1, *et seq.*, the Illinois Wage Payment and Collection Act, 820 I.L.C.S. 115/1, *et seq.*, and 56 Ill. Admin. Code § 210.100; (iii) the Michigan Minimum Wage Law of 1964, M.C.L. 408.381, *et seq.*; (iv) the Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21, *et seq.*; (v) Missouri Revised Stat. §§ 290.010, *et seq.*, and §§ 290.500, *et seq.*; (vi) the Nebraska Minimum Wages Act, Neb. Rev. Stat. §§ 48-1201, *et seq.*, and the Wage Payment and Collection Act, Neb. Rev. Stat. §§ 48-1228, *et seq.*; (vii) Nevada Compensation, Wages and Hours Laws, N.R.S. 608.005, *et seq.*, and Nevada Constitution, Art. 15, § 16; (viii) Oregon Labor and Employment Laws, O.R.S. §§ 652.010, *et seq.*, O.R.S. §§ 653.010, *et seq.*, and Oregon Administrative Rules, O.A.S. 839-020-0010, *et seq.*; (ix) Washington Labor Regulations, R.C.W. 49.12.005, *et seq.*, 49.28.010, *et seq.*, 49.46.005, *et seq.*, 49.48.010, *et seq.*, and Washington Minimum Wage Rules, WAC 296-126.001, *et seq.*, WAC 296-128.010, *et seq.*, (x) any other wage-related statutes, ordinances, orders, and regulations in the above-listed states; and (xi) the wage-related statutes, ordinances, orders, and regulations of all other states, including without limitation all claims for unpaid wages, overtime, "off the clock" work, penalties, liquidated damages, meal or rest break payments, waiting time penalties, failure to provide itemized wage statements, restitution and other equitable relief, attorneys' fees and costs, any amount due under any compensation, bonus, or benefit program, and any claims that any Charter Releasee retaliated against Class Representatives or Class Members for complaining about their wages or for asserting wage-related claims. The Class Representatives and Class Members also waive any claims against the Charter Releasees for breach of contract and any state common law wage claims, including but not limited to claims of unjust enrichment and quantum meruit. Class Representatives and Class Members

are not waiving any rights that cannot legally be waived, including (i) any claims for unemployment compensation or workers' compensation benefits or (ii) any claims relating solely to the validity or enforceability of this Agreement. Subject to the foregoing, this Agreement shall operate as a general release of any and all claims to the fullest extent of applicable law.

c. Class Representatives and Class Members who have not submitted a valid Request for Exclusion forever agree that they, and each of them, shall not institute, nor accept any other relief from, any other suit, class or collective action, administrative claim, or other claim of any sort or nature whatsoever against Charter, relating to the claims being settled or released herein for any period up to and including the Effective Date.

d. The Class Representatives and Class Members agree that there is a risk that each and every injury that they may have suffered by reason of the Charter Releasees' relationship with them might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained by them. Nevertheless, Class Representatives and Class Members (except those who have opted out) desire to forever and fully release and discharge the Charter Releasees, and understand that upon final approval of this Agreement, no further wage-related claims for any such injuries that existed at any time before the preliminary approval of this Agreement may ever be asserted by Class Representatives or Class Members.

22. Special Releases for California Class Members.

a. Plaintiff Philip Powers and those Class Members who work or worked for Charter in California and who have not opted out of this Settlement expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

> **"A general release does not extend to claims which 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."**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all Parties, plaintiff Powers, the California Class Members, and Class Counsel expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims that plaintiff Powers and the California Class Members know of, as well as all claims that they do not know or suspect to exist in their favor against the Charter Releasees, or any of them, at the time of this Agreement, and that this Agreement contemplates the extinguishment of any such claims by plaintiff Powers and the California Class Members.

b. Plaintiff Powers and each and every Class Member who works or worked for Charter in California shall be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the payments set forth in Paragraphs 15(a)-(b) above constitute payment of all sums allegedly due to them. Plaintiff Powers and the California Class Members shall be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Parties hereto. That section provides in pertinent part as follows:

> **"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."**

Plaintiff Powers and each California Class Member shall be deemed to have made the foregoing Release as if by manually signing it.

Nothing contained in this release shall preclude any class member who is otherwise eligible to do so from participating in any settlement in *Hani Narouz v. Charter Communications, LLC, et al.*, United States District Court, Central District of California, Case No. CV-06-2914.

23. No Future Collective or Class Action. If the Settlement is approved by the Court and not otherwise terminated, the Court will enter a judgment dismissing the Lawsuit with prejudice, and bar and permanently enjoin Class Representatives and all Class Members, except those who timely file valid Requests for Exclusion, to the full extent allowed by law, from participating in any other collective or class action lawsuit against the Charter Releasees, or any of them, concerning the claims settled in the Lawsuit. The right to opt out of this Settlement may be exercised individually only by a Class Member or the Class

Member's trustee, executor, administrator, successor, or legal representative, but not by any other person in a representative capacity.

24. Binding Effect of Payment. The Parties expressly acknowledge and agree that any person who is issued a Settlement Payment pursuant to this Agreement will be bound by the terms of this Agreement, even if such person was issued a Settlement Payment in error.

V.

PROCEDURES FOR COURT APPROVAL

25. Duties of the Parties Prior to Preliminary Approval. The Parties shall promptly submit the Agreement to the Court and shall apply to the Court for the entry of an order ("Order for Preliminary Approval") substantially in the following form:

a. Scheduling a final approval hearing on the question of whether the Settlement, including payment of attorneys' fees and costs and the Class Representatives' Enhancement Payments, should be finally approved as fair, reasonable, and adequate as to the members of the Class;

b. Approving as to form and content the proposed Notice;

c. Approving as to form and content the proposed Claim Form;

d. Approving as to form and content the proposed Request for Exclusion method;

e. Approving as to form and content the proposed telephone scripts and reminder postcard;

f. Directing the mailing of the Notice to the Class Members by first class mail, and providing the Class Members an opportunity to submit a Request for Exclusion from the Settlement;

g. Preliminarily approving the Settlement, including the Enhancement Payments to be paid to the Class Representatives, subject only to the objections of Class Members and final review by the Court;

h. Preliminarily approving the Settlement Administration Costs;

i. Setting a briefing schedule on Class Counsel's application for attorneys' fees and costs; and

j. Enjoining Class Representatives and all Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding the claims released by the Settlement from the time Notice is mailed to Class Members until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

26. Final Fairness and Approval Hearing. On the date set forth in the Order for Preliminary Approval and in the Notice, a Final Fairness and Approval Hearing shall be held before the Court (1) to review this Agreement and determine whether the Court should give it final approval; (2) to consider any timely objections made pursuant to Paragraph 20(b) above and all responses by the Parties to such objections; and (3) to issue a final ruling on Class Counsel's application for an award of attorneys' fees and costs under Federal Rule of Civil Procedure 23(h). The Parties respectfully request that the Court schedule the Final Fairness and Approval Hearing on a date at least ninety (90) days after the mailing of the Notice, or at such time as otherwise ordered by the Court, but in no event earlier than ninety (90) days after Charter serves the notices required by 28 U.S.C. § 1715(b). At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this Agreement and shall submit to the Court a proposed Final Order and Judgment of Dismissal with Prejudice substantially in the following form:

a. Approving the Settlement, adjudging the terms to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Ruling on Class Counsel's application for an award of attorneys' fees and reimbursement of costs and expenses, which shall be paid out of the Maximum Gross Settlement Amount;

c. Approving the Enhancement Payments to the Class Representatives, which shall be paid out of the Maximum Gross Settlement Amount; and

d. Dismissing the Lawsuit with prejudice, and barring and permanently enjoining all Class Members who have not opted out of the Settlement from participating in

any other lawsuit against the Releasees, or any of them, concerning the claims settled and released in the Lawsuit.

VI.

LIMITATIONS ON USE OF THIS SETTLEMENT

27. Public Statements. Class Representatives, the Class Members, and Class Counsel shall not hold any press conferences with respect to this matter at any time. Until the Parties jointly move the Court for preliminary approval of the Settlement, all Parties and Counsel will keep the terms of the Settlement and this Agreement confidential. The Parties shall agree upon the exact wording of a statement that any Party may issue as a press release to traditional news media outlets once the Court grants preliminary approval to the Settlement. Class Counsel may post the same statement to the websites www.gcllawyers.com and www.axley.com upon preliminary approval. At no time shall Class Representatives, the Class Members, Charter, Class Counsel, or Defense Counsel: (i) issue any other press releases or public statements with respect to the Lawsuit or the Settlement (except as necessary for Charter to comply with legal reporting requirements); (ii) characterize the Lawsuit or Settlement in a manner that disparages Charter, its employment practices, or Defense Counsel; (iii) characterize the Lawsuit or Settlement in a manner that disparages Class Representatives, the Class Members, or Class Counsel; or (iv) otherwise publicize or promote the Lawsuit or the Settlement, including promotion on any websites devoted to news, trends, and/or developments in the fields of law or human resources. If Class Counsel are contacted by the media or third parties regarding the Settlement, Class Counsel may respond only by providing information that is contained within the agreed-upon statement described in this paragraph.

28. No Admission. Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Charter or any of the Charter Releasees, or as establishing, supporting, or evidencing the existence or non-existence of any fact. The Parties have entered into this Agreement solely with the intention of avoiding further disputes and litigation and the attendant uncertainty, inconvenience and expense of such disputes and litigation.

29. Non-Evidentiary Use. Neither this Agreement, its terms, nor any statements made in the course of negotiating this Settlement shall be offered or used as evidence or otherwise submitted to any court or tribunal by any of the Parties, Class Members, or their respective counsel in the Lawsuit or in any other action or proceeding for any purpose whatsoever; provided, however, that nothing contained in this Paragraph shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

VII.

CONFIDENTIALITY AND DEFENSE OF SETTLEMENT

30. Defense Against Collateral Attack. Class Representatives and Class Counsel agree to cooperate with and assist Charter and Defense Counsel in defending this Agreement and its approval from collateral attack at any time during the three-year period following the entry of the Court's Final Order and Judgment and dismissal of this Lawsuit. Such cooperation shall include but not be limited to voluntarily appearing in any action or proceeding for the purpose of participating in the defense of any litigation brought against Charter by any Class Member or non-Class Member challenging the validity of the Agreement or its terms, the Court's authority to adjudicate the rights of the Class Members, or any other collateral attempt to nullify or limit the effect of the Settlement. The Parties and their respective Counsel shall enter into a Confidentiality and Joint Interest Agreement and Protective Order ("Protective Order"), which shall be approved by the Court, and which shall set forth the rights and obligations of the Parties and Counsel relating to the defense of the validity of the Settlement, the form of which is attached hereto as Exhibit E.

31. Confidentiality and Protective Order. In addition to describing the Parties' rights and obligations relating to the defense of the Agreement against collateral attack, the Protective Order shall require Class Representatives and Class Counsel to return or destroy all documents, information, and other materials obtained from Charter in discovery or otherwise in the Lawsuit or in the *Sjoblom* Litigation within sixty (60) days of final approval of the Settlement, and to certify such destruction or return to Charter in writing. Neither Class Representatives nor Class Counsel shall use, rely upon, reproduce, communicate, disseminate, or distribute any information obtained or developed in connection with the Lawsuit or the *Sjoblom* Litigation for any purpose whatsoever, except to defend the validity

of the Settlement or for its enforcement. The full extent of the Parties' rights and obligations relating to confidentiality are set forth in the Protective Order attached hereto as Exhibit E. The provision does not apply to materials that are publicly available, including pleadings filed with the Court that were not filed under seal.

VIII.

MISCELLANEOUS PROVISIONS.

32. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to execution of such documents and taking such other action as reasonably may be necessary or appropriate to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.

33. Amendments. The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Parties, Class Counsel, and Defense Counsel who executed this Agreement and (b) approved by the Court.

34. Binding on Assigns. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

35. Entire Agreement. This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties hereto with respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings affecting the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Lawsuit, whether oral or written and whether by a Party or such Party's counsel.

36. Waiver of Compliance. Any failure of any Party, Defense Counsel, and/or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in a writing signed by all the Parties and their respective counsel. A waiver or failure to insist upon strict compliance with any representation,

warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

37. Signatories. It is agreed that because the number of Class Members is so numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the releases recited herein, and the releases shall have the same force and effect as if this Agreement were executed by each Class Member.

38. Counterparts. This Agreement, and any amendments hereto, may be executed in two or more identical counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, which shall be binding upon and effective as to the Parties and each of them.

39. Captions and Interpretation. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital. Notwithstanding any rule of construction or interpretation to the contrary, this Agreement shall not be construed more strictly against one Party than against the other by virtue of it having been prepared or drafted primarily by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the content of this Agreement.

40. The Court. The Parties agree and will request that, except as provided herein, the Court retain exclusive and continuing jurisdiction over the Lawsuit, Parties, Class, Class Counsel, and Defense Counsel to interpret and enforce the terms, conditions, and obligations under this Agreement.

IT IS SO STIPULATED AND AGREED.

Dated: May 17, 2010

Marc Goodell
MARC GOODELL
Class Representative

Dated: May ___, 2010

PHILIP POWERS
Class Representative

warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

37. Signatories. It is agreed that because the number of Class Members is so numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the releases recited herein, and the releases shall have the same force and effect as if this Agreement were executed by each Class Member.

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39. Captions and Interpretation. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital. Notwithstanding any rule of construction or interpretation to the contrary, this Agreement shall not be construed more strictly against one Party than against the other by virtue of it having been prepared or drafted primarily by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the content of this Agreement.

40. The Court. The Parties agree and will request that, except as provided herein, the Court retain exclusive and continuing jurisdiction over the Lawsuit, Parties, Class, Class Counsel, and Defense Counsel to interpret and enforce the terms, conditions, and obligations under this Agreement.

IT IS SO STIPULATED AND AGREED.

Dated: May ___, 2010

MARC GOODELL
Class Representative

Dated: May 17, 2010

PHILIP POWERS
Class Representative

Dated: May 14, 2010

CHAD WERTH
Class Representative

Dated: May ___, 2010

ROSS BLAKLEY
Class Representative

Dated: May ___, 2010

DOMINICK P. TUCKER
Class Representative

Dated: May ___, 2010

JUSTIN ROSE
Class Representative

Dated: May ___, 2010

KYLE CRAWFORD
Class Representative

Dated: May 14, 2010

CHARTER COMMUNICATIONS, LLC

By: Charter Communications, Inc.
Its: Vice President, Human Resources

By: _____
Colleen D. Judson
Vice President, Human Resources

Dated: May 14, 2010

CHARTER COMMUNICATIONS, INC.

By: _____
Colleen D. Judson
Vice President, Human Resources

Dated: May ___, 2010

CHAD WERTH
Class Representative

Dated: May 14, 2010

ROSS BLAKLEY
Class Representative

Dated: May ___, 2010

DOMINICK P. TUCKER
Class Representative

Dated: May ___, 2010

JUSTIN ROSE
Class Representative

Dated: May ___, 2010

KYLE CRAWFORD
Class Representative

Dated: May 14, 2010

CHARTER COMMUNICATIONS, LLC

By: Charter Communications, Inc.
Its: Vice President, Human Resources

By: _____
Colleen D. Judson
Vice President, Human Resources

Dated: May 14, 2010

CHARTER COMMUNICATIONS, INC.

By: _____
Colleen D. Judson
Vice President, Human Resources

Dated: May ___, 2010

CHAD WERTH
Class Representative

Dated: May ___, 2010

ROSS BLAKLEY
Class Representative

Dated: May 14, 2010

DOMINICK P. TUCKER
Class Representative

Dated: May ___, 2010

JUSTIN ROSE
Class Representative

Dated: May ___, 2010

KYLE CRAWFORD
Class Representative

Dated: May 14, 2010

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Class Representative

Dated: May ___, 2010

ROSS BLAKLEY
Class Representative

Dated: May ___, 2010

DOMINICK P. TUCKER
Class Representative

Dated: May 16, 2010

JUSTIN ROSE
Class Representative

Dated: May ___, 2010

KYLE CRAWFORD
Class Representative

Dated: May 14, 2010

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Its: Vice President, Human Resources

By: _____
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Vice President, Human Resources

Dated: May 14, 2010

CHARTER COMMUNICATIONS, INC.

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Vice President, Human Resources

Dated: May ___, 2010

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Class Representative

Dated: May ___, 2010

ROSS BLAKLEY
Class Representative

Dated: May ___, 2010

DOMINICK P. TUCKER
Class Representative

Dated: May ___, 2010

JUSTIN ROSE
Class Representative

Dated: May 17, 2010

KYLE CRAWFORD
Class Representative

Dated: May 14, 2010

CHARTER COMMUNICATIONS, LLC

By: Charter Communications, Inc.
Its: Vice President, Human Resources

By: _____
Colleen D. Judson
Vice President, Human Resources

Dated: May 14, 2010

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Vice President, Human Resources

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CHARTER COMMUNICATIONS, INC.

By: _____
Colleen D. Judson
Vice President, Human Resources

APPROVED AS TO FORM AND CONTENT:

Dated: May 14, 2010

HOGAN ~~LOVELLS US~~ LLP

By: _____
David Dunn
Attorneys for Defendants
Charter Communications, LLC and
Charter Communications, Inc.

Dated: May ___, 2010

GINGRAS, CATES & LUEBKE, S.C.

By: _____
Robert J. Gingras
Attorneys for Plaintiffs
Marc Goodell, Philip Powers,
Chad Werth, Ross Blakley,
Dominick P. Tucker, Justin Rose,
and Kyle Crawford, and for the Class
Members

Dated: May ___, 2010

AXLEY BRYNELSON, LLP

By: _____
Michael J. Modl
Attorneys for Plaintiffs
Marc Goodell, Philip Powers,
Chad Werth, Ross Blakley,
Dominick P. Tucker, Justin Rose,
and Kyle Crawford, and for the Class
Members

APPROVED AS TO FORM AND CONTENT:

Dated: May ___, 2010

HOGAN LOVELLS US LLP

By:_____
David Dunn
Attorneys for Defendants
Charter Communications, LLC and
Charter Communications, Inc.

Dated: May 17, 2010

GINGRAS, CATES & LUEBKE, S.C.

By:_____
Robert J. Gingras
Attorneys for Plaintiffs
Marc Goodell, Philip Powers,
Chad Werth, Ross Blakley,
Dominick P. Tucker, Justin Rose,
and Kyle Crawford, and for the Class
Members

Dated: May 17, 2010

AXLEY BRYNELSON, LLP

By:_____
Michael J. Modl
Attorneys for Plaintiffs
Marc Goodell, Philip Powers,
Chad Werth, Ross Blakley,
Dominick P. Tucker, Justin Rose,
and Kyle Crawford, and for the Class
Members

Marc Goodell, et al. v. Charter Communications, LLC and Charter Communications, Inc.

CLAIM, OPT IN, WAIVER, AND RELEASE FORM AND SUBSTITUTE W-9 FORM FOR TECHNICIANS

Each claimant's share of the settlement will be a portion of the Net Settlement Amount (approximately $12,480,000.00), which is the Maximum Gross Settlement Amount ($18,000,000.00) reduced by: (i) Enhancement Payments for the named Class Representatives in an amount to be approved by the Court (up to $75,000.00); (ii) attorneys' fees and costs for Class Counsel in an amount to be approved by the Court (up to $5,400,000.00); and (iii) one half of the Settlement Administration Costs (approximately $45,000.00). Settlement payments will be made to those of the 3,627 class members who complete, sign and timely submit this CLAIM, OPT IN, WAIVER, AND RELEASE FORM AND SUBSTITUTE W-9 FORM FOR TECHNICIANS. Your individual share will be based on the number of weeks you held a Covered Position during the Class Period as those terms are defined in the NOTICE OF WAGE/HOUR CLASS ACTION, SETTLEMENT APPROVAL HEARING, AND CLAIMS PROCEDURE TO CERTAIN TECHNICIANS EMPLOYED BY CHARTER COMMUNICATIONS, LLC OR CHARTER COMMUNICATIONS, INC. ("Notice").

To claim a settlement payment, you must fully complete, sign, and mail, by First-Class U.S. Mail or equivalent, postage-paid, (A) this Claim, Opt In, Waiver, and Release Form on page _ and (B) the attached Substitute W-9 Form on page _, to Technician Settlement Claims Administrator, c/o Rust Consulting, Inc., 625 Marquette Ave., Suite 880, Minneapolis, MN 55402, the Settlement Claims Administrator, so that it is post-marked on or before [month, day], 2010. We recommend that you mail your documents by certified mail, return receipt requested. By completing and signing the Claim, Opt In, Waiver, and Release Form and the attached Substitute W-9 Form, you are verifying either that: (1) you were employed as a Technician[1] by Charter Communications, LLC or Charter Communications, Inc. ("Charter") in California, Michigan, Minnesota, or Missouri at any time during the period from August 28, 2005 through August 28, 2008; *or* (2) you were employed as a Technician by Charter in Illinois, Nebraska, Nevada, Oregon, or Washington at any time during the period from May [x], 2007 through May [x], 2010.

If you move or otherwise change your address after completing this form, please notify the Settlement Claims Administrator. It is your responsibility to keep a current address on file with the Settlement Claims Administrator. If the Court approves the settlement, you should expect to receive your settlement payments within sixty (60) days of final Court approval.

For purposes of this form only, "Litigation" refers to the action filed in the United States District Court for the Western District of Wisconsin, on August 28, 2008, entitled Goodell, et al. v. Charter Communications, LLC and Charter Communications, Inc., Case No. 3:08-cv-00512, as amended.

I. ACKNOWLEDGEMENT AND AUTHORIZATION FOR CURRENT EMPLOYEES

If I am a current employee of Charter, I acknowledge, understand, and agree to: (1) comply with Charter's timekeeping policies and accurately report all working time; (2) immediately report to a Charter Human Resources representative any instruction to work off-the-clock or otherwise to under or over report any working time; (3) not

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1 "Technician" refers in this Litigation and Notice to the following thirty-one (31) different job categories: Broadband Technician I, Broadband Technician II, Broadband Technician III, Broadband Technician Lead, Broadband Technician Senior, Chief Technician, Data Services Technician I CB, Data Services Technician II CB, Data Services Technician Senior CB, Data Services Technician I, Data Services Technician II, Data Services Technician Senior, Install/Repair QC Technician I, Install/Repair QC Technician II, Installation Technician, Installation Trainee, Installer I, Installer Repair Technician I, Installer Repair Technician II, Repair Technician, Reverse Specialist, Service Technician, Service Technician I, Service Technician II, System Chief Technician, System Field Coordinator, System Technician, System Technician I, System Technician II, System Technician Lead, and/or System Technician Senior.

EXHIBIT
A

perform any off-the-clock work; and (4) contact a Charter Human Resources representative if I have any questions about what is working time or have any complaints about my pay.

II. OPT IN TO, AND WAIVER OF, FAIR LABOR STANDARDS ACT CLAIMS

By signing and returning this claim form, I hereby consent to specifically join in (that is, "opt into") the Litigation with respect to claims asserted for unpaid wages and overtime under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, and I further agree and understand that I am releasing and forever discharging all claims under the FLSA, as further set forth in the Waiver and Release in Section III, below, and that I will be bound by the final judgment in the Litigation.

III. WAIVER AND RELEASE

Unless I opt out of the settlement in this Litigation in a timely manner by following the procedure provided in Section III(B) of the Notice referenced above, I acknowledge, understand, and agree that I, on my behalf and on behalf of my spouses, heirs, executors, administrators, assigns, agents, and attorneys, fully and forever release and discharge Charter and each of its present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, managers, executives, owners, attorneys, insurers, agents, successors, and assigns (collectively, "Charter Releasees") from any and all complaints, claims, demands, rights, damages, losses, costs, expenses, obligations, liabilities, agreements, promises, actions, causes of action, and suits of any sort or nature whatsoever, known or unknown, contingent or fixed, suspected or unsuspected, at law or in equity, that I may now have or may at any time hereafter have against the Charter Releasees for any period up to and including May [illegible], 2010 relating to the alleged non-payment or inaccurate payment of wages or overtime to me during or following my employment with Charter.

Without limiting the generality of the foregoing, I expressly release all claims, rights, or causes of action alleged in the Lawsuit and all claims, rights, or causes of action that could have been alleged, including, but not limited to, all claims, rights, or causes of action relating to the alleged non-payment or inaccurate payment of wages or overtime to me during or following my employment with Charter, including but not limited to claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and any of the following state statutes and regulations: (i) all California wage orders, the California Labor Code, and other applicable statutes, including but not limited to California Labor Code §§ 201-204, 212, 221, *et seq.*, 226, 226.7, 400, *et seq.*, 510, *et seq.*, 512, 558, 1194, 2699, *et seq.*, and 2802, Wage Order 4 of the Industrial Welfare Commission Wage Orders (8 Cal. Code. Regs. §§ 11010, *et seq.*), California Business & Professions Code § 17200 and Code of Civil Procedure §§ 1021.5 and 1542, and the California Private Attorney General Act; (ii) the Illinois Minimum Wage Law, 820 I.L.C.S. 105/1, *et seq.*, the Illinois Wage Payment and Collection Act, 820 I.L.C.S. 115/1, *et seq.*, and 56 Ill. Admin. Code § 210.100; (iii) the Michigan Minimum Wage Law of 1964, M.C.L. 408.381, *et seq.*; (iv) the Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21, *et seq.*; (v) Missouri Revised Stat. §§ 290.010, *et seq.*, and §§ 290.500, *et seq.*; (vi) the Nebraska Minimum Wages Act, Neb. Rev. Stat. §§ 48-1201, *et seq.*, and the Wage Payment and Collection Act, Neb. Rev. Stat. §§ 48-1228, *et seq.*; (vii) Nevada Compensation, Wages and Hours Laws, N.R.S. 608.005, *et seq.*, and Nevada Constitution, Art. 15, § 16; (viii) Oregon Labor and Employment Laws, O.R.S. §§ 652.010, *et seq.*, O.R.S. §§ 653.010, *et seq.*, and Oregon Administrative Rules, O.A.S. 839-020-0010, *et seq.*; (ix) Washington Labor Regulations, R.C.W. 49.12.005, *et seq.*, 49.28.010, *et seq.*, 49.46.005, *et seq.*, 49.48.010, *et seq.*, and Washington Minimum Wage Rules, WAC 296-126.001, *et seq.*, WAC 296-128.010, *et seq.*, (x) any other wage-related statutes, ordinances, orders, and regulations in the above-listed states; and (xi) the wage-related statutes, ordinances, orders, and regulations of all other states, including without limitation all claims for unpaid wages, overtime, "off the clock" work, penalties, liquidated damages, meal or rest break payments, waiting time penalties, failure to provide itemized wage statements, restitution and other equitable relief, attorneys' fees and costs, any amount due under any compensation, bonus, or benefit program, and any claims that any Charter Releasee retaliated against me for complaining about my wages or for asserting wage-related claims. I also waive any claims against the Charter

Releasees for breach of contract and any state common law wage claims, including but not limited to claims of unjust enrichment and quantum meruit. I am not waiving any rights that cannot legally be waived, including (i) any claims for unemployment compensation or workers' compensation benefits or (ii) any claims relating solely to the validity or enforceability of the Settlement Agreement. Subject to the foregoing, this release shall operate as a general release of any and all claims to the fullest extent of applicable law.

I further covenant and agree that I shall not institute, nor accept any other relief from, any other suit, class or collective action, administrative claim, or other claim of any sort or nature whatsoever against Charter, relating to the claims being settled or released herein for any period up to and including May [x], 2010. I understand and agree that there is a risk that each and every injury that I may have suffered by reason of the Charter Releasees' relationship with me might not now be known, and there is a further risk that such injuries, whether known or unknown at the date of this Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained by me. Nevertheless, I desire to forever and fully release and discharge the Charter Releasees, and understand that by the execution of this Agreement, no further claims for any such injuries that existed at any time up to and including May [x], 2010may ever be asserted by me.

Special Releases for Technicians Who Worked For Charter In California

If I work or worked for Charter in California, I expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

> **"A general release does not extend to claims which 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."**

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Charter Releasees, I expressly acknowledge that this Release is intended to include in its effect, without limitation, all claims that I know of, as well as all claims that I do not know or suspect to exist in my favor against the Charter Releasees, or any of them, for any period up to and including May [x], 2010, and that this Release contemplates the extinguishment of any such claims.

I further acknowledge and agree that the claims for wages and/or penalties in the Lawsuit are disputed, and that the payments provided for in this Settlement constitute payment of all sums allegedly due to me. I acknowledge and agree that California Labor Code Section 206.5 is not applicable to this Settlement and Release. That section provides in pertinent part as follows:

> **"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."**

Should this waiver and release be ruled unenforceable for any reason, I agree to execute a valid release of equal scope.

I declare under penalty of perjury under the laws of the United States that the foregoing and following information supplied by the undersigned is true and correct.

_____ _____

Date Signature

Name _____ _____ _____
First Middle Last

Former Names (if any)_____

_____ _____ _____ _____
Street Address City State ZIP Code

Email Address _____

Telephone Numbers _____ _____ _____
Work Home Cell

Substitute W-9
Taxpayer Identification Number Certification

Enter your Social Security Number (taxpayer identification number): _____

Print name and address as shown on your income tax return:

_____

First Name & Middle Initial: _____ Last Name:_____

Address:_____

City: _____ State: _____ ZIP Code:_____

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

Signature
of U.S. Person:_____ Date: _____

MARC GOODELL, ET AL. V. CHARTER COMMUNICATIONS, LLC AND CHARTER COMMUNICATIONS, INC.

NOTICE OF WAGE/HOUR CLASS ACTION SETTLEMENT, SETTLEMENT HEARING, AND CLAIMS PROCEDURE TO CERTAIN TECHNICIANS EMPLOYED BY CHARTER COMMUNICATIONS, LLC OR CHARTER COMMUNICATIONS, INC.

Attention: You are entitled to participate in, object to, or exclude yourself from a settlement and release of all wage-related claims in the above-referenced lawsuit between Plaintiffs and Charter Communications, LLC and Charter Communications, Inc. (collectively, "Charter"). To participate in the settlement and receive a settlement payment, you must complete, sign, and return the enclosed Claim, Opt In, Waiver, and Release Form and Substitute W-9 Form ("Claim Form") by [date]. By completing and signing the Claim Form, you are verifying that you were employed as a Technician[1] by Charter either: (1) in California, Michigan, Minnesota, or Missouri at some time between August 28, 2005 and August 28, 2008 *or* (2) in Illinois, Oregon, Nebraska, Nevada, or Washington at some time between May [xx], 2007 and May [xx], 2010 (the "Class Period"). To object to the settlement, you must file written objections with the Court and serve copies of your objections on counsel for the parties by [date]. To exclude yourself from the settlement and the release of all wage-related claims, you must timely provide a Request for Exclusion in the manner specified below by [date].

I. IMPORTANT LEGAL NOTICE

Please read this notice carefully. It relates to a proposed settlement of class action litigation that affects your legal rights, and it contains important information regarding your rights to participate in the proposed settlement, to make a claim for payment, to object to the terms of the settlement, or to decide not to be included in the settlement. By order of the United States District Court for the Western District of Wisconsin (the "Court") entered on May [xx], 2010, you are notified that a settlement has been reached between plaintiffs Marc Goodell, Philip Powers, Chad Werth, Ross Blakley, Dominick P. Tucker, Justin Rose, and Kyle Crawford (collectively "Plaintiffs" or "Named Class Representatives") and Charter in a lawsuit pending before the Court and styled Marc Goodell et al. v. Charter Communications, LLC, et al., Civil Case No. 08-cv-512-C (the "Litigation" or "Goodell lawsuit"). Plaintiffs in the Goodell lawsuit sought to represent a putative class of current and former Charter employees who were employed by Charter as Technicians either: (1) in California, Michigan, Minnesota, or Missouri at some time between August 28, 2005 and August 28, 2008 or (2) in Illinois, Oregon, Nebraska, Nevada, or Washington at some time between May [xx], 2007 and May [xx], 2010, and who met certain other criteria. You have received this Notice because Charter's records indicate that you may have been employed by Charter as a Technician in the relevant states during the relevant time periods.

Plaintiffs in the Goodell lawsuit claimed that Charter violated certain federal and state wage and hour laws, and specifically the wage payment and overtime laws of California, Illinois, Michigan, Minnesota, Missouri, Nebraska, Nevada, Oregon, and Washington. Plaintiffs sought back wages (minimum wages, regular wages, and overtime), liquidated damages, and attorneys' fees and expenses in the Litigation.

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[1] "Technician" consists of the following thirty-one (31) different job classifications: Broadband Technician I, Broadband Technician II, Broadband Technician III, Broadband Technician Lead, Broadband Technician Senior, Chief Technician, Data Services Technician I CB, Data Services Technician II CB, Data Services Technician Senior CB, Data Services Technician I, Data Services Technician II, Data Services Technician Senior, Install/Repair QC Technician I, Install/Repair QC Technician II, Installation Technician, Installation Trainee, Installer I, Installer Repair Technician I, Installer Repair Technician II, Repair Technician, Reverse Specialist, Service Technician, Service Technician I, Service Technician II, System Chief Technician, System Field Coordinator, System Technician, System Technician I, System Technician II, System Technician Lead, and/or System Technician Senior.

EXHIBIT
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Charter denies all of Plaintiffs' claims in the Goodell lawsuit and contends that Plaintiffs and all class members were, at all relevant times, paid correctly and provided with all compensation due to them. This settlement constitutes a compromise of disputed claims and does not constitute an admission of liability on the part of Charter. Charter expressly denies any liability to Plaintiffs or to members of the Class. The Stipulation and Settlement Agreement ("Settlement Agreement") entered into by Plaintiffs and Charter allows for the termination of the settlement by any of the parties under certain conditions, and the settlement will terminate if the Court does not approve it. The Court has not ruled on the merits of Plaintiffs' claims or Charter's defenses to those claims.

On May [xx], 2010, the Court issued an order (the "Preliminary Approval Order") preliminarily approving the Settlement Agreement. The Court must still grant final approval to the Settlement Agreement. Those individuals who are eligible to file a Claim, Opt In, Waiver, and Release Form and Substitute W-9 Form ("Claim Form") constitute the "Settlement Class"; those individuals who timely file a valid Claim Form constitute "Authorized Claimants."

Upon careful consideration of all of the facts and circumstances of this case, Plaintiffs' counsel, Gingras, Cates & Luebke, SC and Axley Brynelson, LLP (hereinafter "Class Counsel"), believe that the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of Plaintiffs and members of the Settlement Class.

The Settlement Agreement affords members of the Settlement Class certain rights and benefits. It also releases and waives claims by members of the Settlement Class. Please review the Summary of the Settlement Agreement below to understand how you may benefit from, be bound by, and otherwise be affected by the Settlement. The Settlement Agreement also is available for your review through Rust Consulting at the address listed below (in Section III(A)).

II. SUMMARY OF THE SETTLEMENT AGREEMENT

A. Settlement Proceeds

In consideration for the settlement and the full release of all wage-related claims by the Settlement Class, Charter agrees to pay up to $18,000,000.00 (the "Maximum Gross Settlement Amount") to resolve, among other things, all claims that were or could have been asserted in the Goodell lawsuit. The following amounts will be paid out of the Maximum Gross Settlement Amount: (1) Class Counsel's attorneys' fees and costs (the Court will determine the amount of attorneys' fees and costs that Class Counsel should receive, but Class Counsel have requested an award of $5,400,000, and Charter intends to oppose this request); (2) enhancement payments to the Named Class Representatives in the total amount of $75,000; and (3) one-half of the settlement expenses incurred by the Settlement Claims Administrator (currently estimated to be $45,000). Once each of these amounts has been paid and deducted from the Maximum Gross Settlement Amount, the remaining balance (the "Net Settlement Amount") will be available to be claimed by members of the Settlement Class. Each Authorized Claimant will receive a share of the Net Settlement Amount that is based upon the allocation formula described below.

B. Settlement Allocation Formula

Each Authorized Claimant who was employed by Charter as a Technician in California, Michigan, Minnesota, or Missouri during the Class Period will receive a pro rata share of the Net Settlement Amount that is calculated by dividing the number of workweeks that the Authorized Claimant held a Technician position between August 28, 2005 and May [xx], 2010, inclusive of periods of vacation, holiday, or leaves of absence, but subject to a maximum of 156 workweeks, by the total number of

workweeks for the entire Settlement Class. Each Authorized Claimant who was employed by Charter as a Technician in Nevada, Illinois, Nebraska, Oregon, or Washington during the Class Period will receive a pro rata share of the Net Settlement Amount that is calculated by dividing the number of workweeks that the Authorized Claimant held a Technician position between May [xx], 2007 and May [xx], 2010, inclusive of periods of vacation, holiday, or leaves of absence, but subject to a maximum of 156 workweeks, by the total number of workweeks for the entire Settlement Class. Authorized Claimants who were employed as Technicians in more than one of the listed states during the Class Period will receive workweek credit for each such state, subject to the 156 workweek maximum.

C. Tax Treatment and Reporting

Fifty percent of the amount paid to each Authorized Claimant shall be treated as a wage payment, and shall be subject to all required payroll taxes (federal and state income taxes, employee's share of FICA, and any other state-specific statutory deductions). Charter shall pay the employer's share of FICA and FUTA and any other state-specific payroll taxes that are normally paid by the employer. The other fifty percent of the amount paid to each Authorized Claimant shall be treated as a payment for alleged liquidated damages or statutory penalties, and will be treated as non-wage income to each Authorized Claimant. Charter (or Rust Consulting) will report the wage payment on an IRS Form W-2 and the liquidated damages payment on an IRS Form 1099 to the relevant tax authorities. Settlement payments will also be subject to other authorized or required deductions, such as garnishments, tax liens, and child support obligations.

D. Authorized Claimant

You will be considered an Authorized Claimant only if you properly complete and sign the accompanying Claim Form, and return it to the Settlement Claims Administrator at the address below (in Section III(A)) on or before [insert date 60 days following the mailing of the Class Notice and Claim Form]. Your Claim Form must be sent by First-Class U.S. mail, and must be post-marked on or before the deadline. By submitting the Claim Form, you will be opting in to the Fair Labor Standards Act claim in the Litigation. If you do not timely or properly submit a Claim Form, or if you do nothing in response to this Notice, you will not receive a share of the Net Settlement Amount, but you will be bound by the release of all wage-related claims to the full extent the law allows. If you submit a Request for Exclusion (in the manner specified below), you will not receive any payment as part of the settlement, but you will not be bound by the release of claims.

E. Release of All Wage Claims

As part of the Settlement Agreement, all members of the Settlement Class who do not submit a timely Request for Exclusion will waive and release all wage-related claims against Charter and certain related entities to the full extent the law allows. Settlement Class members will waive all claims regardless of whether they submit a Claim Form or are paid their pro rata share of the Net Settlement Amount. The release and waiver of claims is summarized below, and is set forth in full in the accompanying Claim Form and in the Settlement Agreement. The release and waiver is a binding agreement and extinguishes important legal rights and claims, and all members of the Settlement Class should carefully review in full the release provisions before deciding whether and how to participate in this settlement.

Summary of Release and Waiver

Each member of the Settlement Class who does not opt out of the settlement in a timely manner by following the procedure specified in Section III(B) of this Notice will, on the member's behalf and on behalf of his or her spouses, heirs, executors, administrators, assigns, agents, and attorneys, fully and

forever release and discharge Charter and each of its present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, managers, executives, owners, attorneys, insurers, agents, successors, and assigns (collectively, "Charter Releasees") from any and all complaints, claims, demands, rights, damages, losses, costs, expenses, obligations, liabilities, agreements, promises, actions, causes of action, and suits of any sort or nature whatsoever, known or unknown, contingent or fixed, suspected or unsuspected, at law or in equity, that the member may now have or may at any time hereafter have against the Charter Releasees for any period up to and including May [illegible], 2010 relating to the alleged non-payment or inaccurate payment of wages or overtime to the member during or following his or her employment with Charter.

The waiver and release of claims includes, but is not limited to, all claims, rights, or causes of action alleged in the Lawsuit and all claims, rights, or causes of action that could have been alleged, including, but not limited to, all claims, rights, or causes of action relating to the alleged non-payment or inaccurate payment of wages or overtime to the Settlement Class member during or following his or her employment with Charter, including but not limited to claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and under the laws of California, Illinois, Michigan, Minnesota, Missouri, Nebraska, Nevada, Oregon, and Washington, any other wage-related statutes, ordinances, orders, and regulations in the above-listed states, and the wage-related statutes, ordinances, orders, and regulations of all other states. The waived claims include, without limitation, all claims for unpaid wages, overtime, "off the clock" work, penalties, liquidated damages, meal or rest break payments, waiting time penalties, failure to provide itemized wage statements, restitution and other equitable relief, attorneys' fees and costs, any amount due under any compensation, bonus, or benefit program, and any claims that any Charter Releasee retaliated against the member for complaining about my wages or for asserting wage-related claims. The waived claims also include claims for breach of contract and any state common law wage claims, including claims of unjust enrichment and quantum meruit.

Members of the Settlement Class who were employed as Technicians in California also waive their rights under California Civil Code Section 1542, as further explained in the Claim Form.

F. *Narouz* Settlement

Certain Class Members who were employed by Charter in California may be eligible to participate in both this settlement and the settlement reached in *Hani Narouz v. Charter Communications, LLC, et al.*, United States District Court, Central District of California, Case No. CV06-2914. Participation in one settlement will not affect participation in the other. Class Members who are eligible to participate in the *Narouz* settlement will receive a separate notice and claim form regarding that settlement.

G. Enhancement Payments to Named Class Representatives

The named Plaintiffs, who took a lead role in this Litigation and assisted in its resolution, will receive, in addition to their pro rata share of the Net Settlement Amount, the following one-time payments for all work and services that they contributed to the case, including, but not limited to, investigative work, meetings with Class Counsel, assumption of risks, and participation in mediation and related activities:

i. Marc Goodell: $25,000
ii. Philip Powers: $10,000
iii. Dominick Tucker: $10,000
iv. Ross Blakley: $10,000
v. Chad Werth: $10,000
vi. Justin Rose: $5,000
vii. Kyle Crawford: $5,000

H. Class Counsel's Fees and Costs

Pursuant to Rules 23(f), 23(g) and 54(d)(2) of the Federal Rules of Civil Procedure, Class Counsel have asked the Court to award Class Counsel attorneys' fees and costs in an amount of thirty percent (30%) of the Maximum Gross Settlement, for a total of $5,400,000.00. Charter intends to oppose this request and will ask the Court to award a lesser amount to Class Counsel. The Court will determine the amount of fees and costs to award to Class Counsel. If the Court awards Class Counsel less than the $5,400,000 requested, the difference will remain part of the Net Settlement Amount and will be available to be claimed by the Settlement Class using the allocation formula described above.

I. Disposition of Undistributed Amounts

After the Authorized Claimants' shares of the Net Settlement Amount has been distributed, any amounts that remain unclaimed (including settlement checks which remain uncashed after 180 days and unclaimed settlement funds) shall be treated as follows: (1) eighty-five percent (85%) of the Net Settlement Amount that remains unclaimed shall remain the property of Charter and shall not be paid out; and (2) Charter shall pay an amount equivalent to fifteen percent (15%) of the unclaimed Net Settlement Amount to nationally recognized charities (each of which must qualify as a valid 501(c)(3) tax-exempt charity). Charter shall designate the charities that will receive one-half of the 15% sum and Plaintiffs shall designate the charities that receive the other half. Either party may object to the charities designated by the other.

III. YOUR RIGHTS AND OBLIGATIONS AS AN ELIGIBLE CLASS MEMBER

A. Submitting a Claim

Any member of the Settlement Class who wishes to submit a claim must fully complete and sign the Claim Form and Substitute W-9 Form and return them, via First-Class U.S. mail, or the equivalent to:

Technician Settlement Claims Administrator
c/o Rust Consulting, Inc.
625 Marquette Avenue, Suite 880
Minneapolis, MN 55402
Phone: (800) 999-7940

Your Claim Form must be mailed to the Settlement Claims Administrator and post-marked by [insert date which is the 60th day after mailing of Class Notice], 2010. If you misplace or need another Claim Form, you may obtain a replacement form from Rust Consulting at the address listed above or at www.charterclassaction.com.

B. Excluding Yourself from the Settlement Class

Any member of the Settlement Class who does not wish to participate in the settlement may exclude himself or herself (i.e., "opt out") by sending a Request for Exclusion in writing to Rust Consulting at the address in Section III(A) above. The Request for Exclusion must state:

> "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN GOODELL V. CHARTER COMMUNICATIONS, LLC, ET AL, UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN CASE NO. 08-C-512-C. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT

CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT."

Class members who exclude themselves from the settlement will not receive any settlement proceeds or payments. The Request for Exclusion must be signed, dated, and returned by First-Class U.S. Mail to Rust Consulting at the address listed in Section III(A). To be timely, the Request for Exclusion must be post-marked by [insert the date which is the 45th day after mailing of Class Notice], 2010.

Any member of the Settlement Class who timely files a written Request for Exclusion in compliance with these requirements: (i) shall not have any rights under the Settlement Agreement; (ii) shall not be entitled to receive any settlement payments or proceeds; and (iii) shall not be bound by the Settlement Agreement, the Final Approval Order, or the judgment.

C. Objection to Settlement and Entry of Appearance

Any member of the Settlement Class may enter an appearance in the Litigation, at his or her own expense, individually or through counsel of his or her choosing. Settlement Class members who neither enter an appearance nor timely submit a properly completed Request for Exclusion will be represented by Class Counsel and will be bound by the Settlement Agreement and release.

You can object to the terms of the settlement before final approval as described below. However, if the Court rejects your objection, you will still be bound by the terms of the settlement unless you have timely submitted a properly completed Request for Exclusion. To object, you must, no later than [insert date which is the 45th day after the initial mailing of Class Notice], 2010, file with the Clerk of the United States District Court for the Western District of Wisconsin, 120 North Henry Street, Madison, Wisconsin 53701-0432, a written objection and an Entry of Appearance in *propria persona* (meaning you choose to represent yourself) or through your own attorney to appear at the Final Approval Hearing currently set for [month, day], 2010, at [TIME] at the United States District Courthouse at 120 North Henry Street, Madison, Wisconsin 53701-0432, and serve copies (by hand or by first-class mail) upon Rust Consulting at the address listed above in Section III(A) and Class Counsel and Defendants' Counsel at the following addresses:

CLASS COUNSEL:

Robert J. Gingras
GINGRAS, CATES & LUEBKE, S.C.
8150 Excelsior Drive
Madison, WI 53717

Michael J. Modl
AXLEY BRYNELSON, LLP
2 East Mifflin Street
Madison, WI 53703

and

DEFENDANTS' COUNSEL:

Robin J. Samuel
HOGAN LOVELLS US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067

Barbara Neider
STAFFORD ROSENBAUM LLP
222 West Washington Avenue, Box 1784
Madison, WI 53703

Any objections must include your name and address, a detailed statement of the basis for each objection asserted, the grounds on which you desire to appear and be heard (if any), and, if you are represented by counsel, the name and address of counsel. You will then continue as a Settlement Class member either acting on your own behalf or with representation by your own attorney, and you will be solely responsible for the fees and costs of your attorney.

No member of the Settlement Class may be heard at the Final Approval Hearing or is entitled to

object to the approval of the Settlement Agreement if he or she has not complied with the above requirements. Any member of the Settlement Class who fails to comply with these requirements will be deemed to have waived any right to object to the settlement.

DO NOT TELEPHONE THE COURT.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS, YOU MUST TIMELY SUBMIT YOUR COMPLETED AND SIGNED CLAIM FORM TO THE SETTLEMENT CLAIMS ADMINISTRATOR. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OR ANY OTHER OBJECTIONS, AND YOU HAVE NOT PROPERLY COMPLETED AND TIMELY SUBMITTED A CLAIM FORM, YOU WILL NOT RECEIVE ANY SETTLEMENT PROCEEDS.

IV. PAYMENT TO CLAIMANTS

If you timely complete, sign, and submit the enclosed Claim Form and Substitute W-9 Form, your settlement payment will be mailed to you within sixty (60) days after final court approval of the Settlement Agreement, and after all rights to appeals, or appeals actually filed, are exhausted.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on [DATE] at [TIME] at the United State District Courthouse, 120 North Henry Street, Madison, Wisconsin 53701-0432, to determine whether the settlement should be finally approved as fair, reasonable, and adequate.

The hearing date and time may be changed without further notice to the Settlement Class. **It is not necessary for you to appear at this hearing. You may be heard at the hearing only if you have timely filed a written objection and Entry of Appearance with the Court.**

VI. NO RETALIATION OR DISCRIMINATION

Charter will not discriminate or retaliate against you if you choose to participate in, object to, or exclude yourself from this settlement. Company policy and applicable law prohibits retaliation against employees who exercise their statutory rights.

VII. ADDRESS CHANGES

It is your responsibility to inform the Settlement Claims Administrator, Rust Consulting, of your correct address. Please sign and mail any change of address along with your Social Security number, date of birth, former address, and new address to Rust Consulting at the address listed in Section III(A) above.

VIII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions, you should consult the detailed "Stipulation and Settlement Agreement" which is on file with Clerk of Court. The "Stipulation and Settlement Agreement" is also available for your review through

Rust Consulting at the address listed above. If you have additional questions, you may contact Class Counsel:

Robert J. Gingras
GINGRAS, CATES & LUEBKE, S.C.
8150 Excelsior Drive
Madison, WI 53717
Tel: (888) 357-7661
gingras@gcllawyers.com
www.gingrascatesluebke.com

Michael J. Modl
AXLEY BRYNELSON, LLP
2 East Mifflin Street
Madison, WI 53703
Tel: (800) 368-5661
mmodl@axley.com
www.axley.com

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK OF COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT "C" TO STIPULATION AND AGREEMENT TO SETTLE CLASS ACTION

SCRIPT FOR 1st TELEPHONE CALL TO CLASS MEMBERS

(To be read by Settlement Administrator or its agent)

Call Recipient: Hello?

Settlement Administrator: Hello, may I please speak to [full name of Class Member]?

Call Recipient: This is [Class Member].

[GO TO GREEN RESPONSE]

Or

I'm sorry, [Class Member] is not available.

[GO TO PURPLE RESPONSE]

Or

Call goes to answering machine/voice mail.

[GO TO BLUE RESPONSE]

Settlement Administrator: Hello, Mr./Ms. [name]. My name is [first and last name]. I am calling on behalf of Rust Consulting to give you some important information. You may have a right to receive a monetary payment from the settlement of a class action lawsuit filed by employees of Charter Communications. The lawsuit was filed on behalf of current and former Charter employees who held certain field technician positions. In the next several days, you will receive a legal notice in the mail. This notice relates to the settlement of a class action lawsuit brought on behalf of a group of individuals who currently work or used to work for Charter Communications. We have reason to believe that you are a member of the class of individuals affected by the lawsuit. The notice that you will receive will provide you with information about the lawsuit, the settlement, and how your legal rights will be affected by it. It will also provide you with instructions and important deadlines for filing a claim to recover part of the settlement, to exclude yourself from the settlement, or to object to the settlement's terms. Please be on the lookout for this notice in the mail and be sure to read it carefully. Thank you very much for your time and attention.

[If any questions are asked by the Class Member, Settlement Administrator will

only state: "I'm sorry, I cannot answer any questions at this time. The notice you receive will provide you with information that should answer your questions."]

Settlement Administrator: Can you please take a message for [Class Member]? My name is _____. I am calling on behalf of[Rust Consulting to give some important information to [Class Member]. Because [Class Member] is not available, I am required to give the information to you and ask that you please pass it on to [Class Member]. [Class Member] may have a right to receive a monetary payment from the settlement of a class action lawsuit filed by employees of Charter Communications. The lawsuit was filed on behalf of current and former Charter employees who held certain field technician positions. In the next several days, [Class Member] will receive a legal notice in the mail. This notice relates to the settlement of a class action lawsuit brought on behalf of a group of individuals who currently work or used to work for Charter Communications. We have reason to believe that [Class Member] is a member of the class of individuals affected by the lawsuit. The notice that [Class Member] will receive will provide him/her with information about the lawsuit, the settlement, and how his/her legal rights will be affected by it. It will also provide [Class Member] with instructions and important deadlines for filing claims or excluding himself/herself from the settlement, or objecting to the terms of the settlement. Please ask [Class Member] to be on the lookout for this notice in the mail and to read it carefully. Thank you very much for your time and attention.

[If any questions are asked by the non-Class Member, Settlement Administrator will only state: "I'm sorry, I cannot answer any questions at this time. The notice [Class Member] receives will provide him/her with information that should answer any questions."]

[If non-Class Member asks to take a number so that Class Member can call Settlement Administrator back, Settlement Administrator should state: "I do not have a number to give you, and [Class Member] should not try to call me back. [Class Member] should wait for the notice, which should answer any questions he/she may have."]

Settlement Administrator: This message is for [Class Member]. I am calling on behalf of

Rust Consulting to give you some important information. You may have a right to receive a monetary payment from the settlement of a class action lawsuit filed by employees of Charter Communications. The lawsuit was filed on behalf of current and former Charter employees who held certain field technician positions. In the next several days, you will receive a legal notice in the mail. This notice relates to the settlement of a class action lawsuit brought on behalf of a group of individuals who currently work or used to work for Charter Communications. We have reason to believe that you are a member of the class of individuals affected by the lawsuit. The notice that you will receive will provide you with information about the lawsuit, the settlement, and how your legal rights will be affected by it. It will also provide you with instructions and important deadlines for filing claims, excluding yourself from the settlement, or objecting to the terms of the settlement. Please be on the lookout for this notice in the mail and be sure to read it carefully. Thank you very much for your time and attention.

REMINDER POSTCARD

Front of Postcard

Technician Settlement Claims Administrator
c/o Rust Consulting, Inc.
625 Marquette Avenue, Suite 880
Minneapolis, MN 55402

REMINDER OF PROPOSED
CLASS ACTION SETTLEMENT
DEADLINES

INSERT NAME/ADDRESS
OF POTENTIAL CLAIMANT

Back of Postcard

REMINDER

You previously received a Notice of Wage/Hour Class Action Settlement, Settlement Hearing, and Claims Procedure to Certain Technicians Employed by Charter Communications, LLC or Charter Communications, Inc., and a Claim, Opt In, Waiver, and Release Form, and Substitute W-9 Form. Each claimant's share of the settlement will be a portion of the Net Settlement Amount (approximately $12,480,000.00), which is the Maximum Gross Settlement Amount ($18,000,000.00) reduced by: (i) Enhancement Payments for the named Class Representatives in an amount to be approved by the Court (up to $75,000.00); (ii) attorneys' fees and costs for Class Counsel in an amount to be approved by the Court (up to $5,400,000.00); and (iii) one half of the Settlement Administration Costs (approximately $45,000.00). Settlement payments will be made to those of the 3,627 class members who complete, sign and timely submit this Claim, Opt In, Waiver, and Release form and Substitute W-9 Form for technicians. Your individual share will be based on the number of weeks you held a Covered Position during the Class Period as those terms are defined in the Notice of Wage/Hour Class Action, Settlement Approval Hearing, and Claims Procedure to Certain Technicians Employed by Charter Communications, LLC or Charter Communications, Inc. ("Notice").

To participate in the Settlement, you must mail your properly completed Claim, Opt In, Waiver, and Release Form and Substitute W-9 Form to the Settlement Administrator with a postmark date on or before [insert date].

- If you want to be excluded from the Settlement, you must mail your written request for exclusion to the Settlement Administrator with a postmark date on or before [insert date].
- If you want to object to the Settlement, you must file your objection in writing with the Court and mail copies of it to counsel for the Parties no later than [insert date]. The written submission must state the basis of your objection.

If you have questions or need replacement forms, please contact the Settlement Administrator at the address on the other side of this postcard or at (800) 999-7940 or Class Counsel at (888) 357-7661 or (800) 368-5661. The Notice and Claim Forms are also available at www.charterclassaction.com.

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EXHIBIT "E" TO STIPULATION AND AGREEMENT TO SETTLE CLASS ACTION

SCRIPT FOR 2nd TELEPHONE CALL TO CLASS MEMBERS WHO HAVE NOT SUBMITTED CLAIM FORMS OR REQUESTS FOR EXCLUSION

(To be read by Settlement Administrator or its agent)

Call Recipient: Hello?

Settlement Administrator: Hello, may I please speak to [Class Member]?

Call Recipient: This is [Class Member]. **[GO TO GREEN RESPONSE]**

Or

I'm sorry, [Class Member] is not available.

[GO TO PURPLE RESPONSE]

Or

Call goes to answering machine/voice mail.

[GO TO BLUE RESPONSE]

Settlement Administrator: Hello, Mr./Ms. [name]. My name is [first and last name]. I am calling on behalf of Rust Consulting. You previously received a NOTICE OF WAGE/HOUR CLASS ACTION SETTLEMENT, SETTLEMENT HEARING, AND CLAIMS PROCEDURE TO CERTAIN TECHNICIANS EMPLOYED BY CHARTER COMMUNICATIONS, LLC OR CHARTER COMMUNICATIONS, INC. You also received a CLAIM, OPT IN, WAIVER, AND RELEASE FORM, AND SUBSTITUTE W-9 FORM. We have not yet received a claim form from you, nor have we received notice that you wish to be excluded from the settlement. This is your final reminder regarding your right to receive a monetary payment from the settlement of this class action lawsuit, to exclude yourself from the settlement or to make objections. You are eligible to receive this payment because you are either a current or former Charter technician. If you do not act by [claim deadline], you will forfeit your opportunity to receive payment under this settlement. If you want to exclude yourself from the settlement, you must do so by [date]. If you want to object to the settlement, you must do so by [date]. The purpose of this call is to remind you to review the forms and to complete and mail them, if you wish, by the deadlines stated on the forms. If you have misplaced these forms, you may access them at www.charterclassaction.com. I can also mail the forms to you again.

Thank you very much for your time and attention.

[If any questions are asked by the Class Member, Settlement Administrator only should state: "I'm sorry, I cannot answer any questions at this time. Please refer to the Notice you received regarding the settlement."]

Settlement Administrator: Can you take a message for [Class Member?] My name is [first and last name] I am calling on behalf of Rust Consulting to give some important information to [Class Member]. Because [Class Member] is not available, I am required to give the information to you and ask that you please pass it on to [Class Member]. [Class Member] previously received a NOTICE OF WAGE/HOUR CLASS ACTION SETTLEMENT, SETTLEMENT HEARING, AND CLAIMS PROCEDURE TO CERTAIN TECHNICIANS EMPLOYED BY CHARTER COMMUNICATIONS, LLC OR CHARTER COMMUNICATIONS, INC. [Class Member] also received a CLAIM, OPT IN, WAIVER, AND RELEASE FORM, AND SUBSTITUTE W-9 FORM. We have not yet received a claim form from [Class Member], nor have we received notice that [Class Member] wishes to be excluded from the settlement. This is [Class Member's] final reminder regarding his right to receive a monetary payment from the settlement of this class action lawsuit, to exclude himself from the settlement or to make objections. [Class Member] is eligible to receive this payment because he or she is either a current or former Charter technician. If [Class Member] does not act by [claim deadline], he or she will forfeit his or her opportunity to receive payment under this settlement. If [Class Member] wants to exclude himself from the settlement, he must do so by [date]. If he wants to object to the settlement, he must do so by [date]. The purpose of this call is to remind [Class Member] to review the forms and to complete and mail them, if he wishes, by the deadlines stated on the forms. If [Class Member] has misplaced these forms, he may access them at www.charterclassaction.com. I can also mail the forms to you again.

Thank you very much for your time and attention.

[If any questions are asked by the non-Class Member, Settlement Administrator only should state: "I'm sorry, I cannot answer any questions at this time. Please refer to the Notice received by [Class Member].]

[If non-Class Member asks to take a number so that Class Member can call Settlement Administrator back, Settlement Administrator should state: "I do not have a number to give you, and [Class Member] should not try to call me back. [Class Member] can refer to the settlement notice for more information.]

Settlement Administrator: This message is for [Class Member]. My name is [first name and last name]. I am calling on behalf of Rust Consulting. You previously received a NOTICE OF WAGE/HOUR CLASS ACTION SETTLEMENT, SETTLEMENT HEARING, AND CLAIMS PROCEDURE TO CERTAIN TECHNICIANS EMPLOYED BY CHARTER COMMUNICATIONS, LLC OR CHARTER COMMUNICATIONS, INC. You also received a CLAIM, OPT IN, WAIVER, AND RELEASE FORM, AND SUBSTITUTE W-9 FORM. We have not yet received a claim form from you, nor have we received notice that you wish to be excluded from the settlement. This is your final reminder regarding your right to receive a monetary payment from the settlement of this class action lawsuit, to exclude yourself from the settlement or to make objections. You are eligible to receive this payment because you are either a current or former Charter technician. If you do not act by

[claim deadline], you will forfeit your opportunity to receive payment under this settlement. If you want to exclude yourself from the settlement, you must do so by [date]. If you want to object to the settlement, you must do so by [date]. The purpose of this call is to remind you to review the forms and to complete and mail them, if you wish, by the deadlines stated on the forms. If you have misplaced these forms, you may access them at www.charterclassaction.com. I can also mail the forms to you again.

Thank you very much for your time and attention.

UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WISCONSIN

MARC GOODELL,
PHILIP POWERS,
CHAD WERTH,
ROSS BLAKLEY,
DOMINICK P. TUCKER,
JUSTIN ROSE, and
KYLE CRAWFORD,
on behalf of themselves and a class
of employees and/or former employees
similarly situated,

Plaintiffs,

Case No. 3:08-cv-00512

v.

Hon. Barbara B. Crabb

CHARTER COMMUNICATIONS, LLC,
and
CHARTER COMMUNICATIONS, INC.

Defendants.

STIPULATED JOINT DEFENSE, COMMON INTEREST, INFORMATION SHARING AND CONFIDENTIALITY AGREEMENT AND [PROPOSED] PROTECTIVE ORDER

This Stipulated Joint Defense, Common Interest, Information Sharing and Confidentiality Agreement ("Agreement") is made by and among plaintiffs Marc Goodell, Philip Powers, Chad Werth, Ross Blakley, Dominick P. Tucker, Justin Rose, and Kyle Crawford (collectively, "Plaintiffs"), defendants Charter Communications, LLC and Charter Communications, Inc. (collectively, "Charter"), and their respective undersigned counsel ("Counsel"). The Plaintiffs

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and Charter are referred to collectively as the "Parties" or "Clients," and individually as a "Party."

WHEREAS, on August 28, 2008, plaintiff Marc Goodell filed a complaint in the United States District Court for the Western District of Wisconsin ("the Court"), captioned *Marc Goodell, on behalf of himself and a class of employees and/or former employees similarly situated v. Charter Communications, LLC, and Charter Communications, Inc.*, Case Number 3:08-cv-00512 (the "Lawsuit");

WHEREAS, the Lawsuit alleged, *inter alia*, that Goodell and other "similarly situated" current and former employees of Charter had been denied wages and overtime pay under the laws of twenty-nine states;

WHEREAS, the Parties to this Agreement have entered into a Stipulation and Agreement to Settle Class Action ("Settlement Agreement"), filed concurrently herewith, to settle and compromise the Lawsuit, and finally resolve all claims, damages, or causes of action arising out of or related to the dispute that is the subject of the Lawsuit, whether asserted or not;

WHEREAS, in conjunction with this Agreement and the Settlement Agreement, and for the sole purpose of the settlement of the Lawsuit, Plaintiffs will file a Third Amended Complaint that will allege claims on behalf of a putative class of current and former employees who work or have worked for Charter in nine states – Michigan, Minnesota, Missouri, California, Nebraska, Nevada, Illinois, Oregon, and Washington – alleging claims for unpaid wages and overtime under the laws of those nine states, as well as under the Fair Labor Standards Act, and based on the same underlying conduct asserted in the original complaint;

WHEREAS, the Parties and their Counsel believe that there is a mutuality of interest in a common and joint defense of the fairness, validity and effectiveness of the Settlement Agreement

entered into by their respective Clients. In particular, Plaintiffs and Charter share a common legal interest in, *inter alia*, achieving the finality and certainty provided by entering into and obtaining final approval of the Settlement Agreement with respect to the Litigation, and reducing or eliminating any future legal liability arising from matters covered by the Settlement Agreement. The Parties further agree that, under the standards applicable to common interest or joint defense agreements, they share legal interests sufficient to enter into and carry out this Agreement;

WHEREAS, the Parties and their Counsel stipulate to and enter into this Agreement for the purpose of protecting the Settlement Agreement from collateral attack or other challenges to the effectiveness and finality of the settlement embodied in the Settlement Agreement;

WHEREAS, this Agreement is a material term of the settlement between the Parties and if the settlement does not become final and effective for any reason, this Agreement and the related Protective Order shall become null and void.

WHEREAS, Counsel have concluded that, from time to time, the mutual legal interests of their respective Clients will be best served by sharing and exchanging documents, summaries, factual material and information, mental impressions, strategies, legal theories, memoranda, interview reports, expert reports and material, and other information including the confidences of each Client, and information gathered from joint interviews of the Clients and third parties, and other investigative steps, all of which hereinafter will be referred to as "Common Interest Materials" or "Common Interest Information";

WHEREAS, it is Counsel's and the Parties' intention and understanding that Common Interest Materials that are expected to be shared and exchanged between and among Counsel and Clients include materials that are confidential and would otherwise be protected from disclosure

to any third party pursuant to the attorney-client privilege, the attorney work product doctrine, and any other applicable privileges or rights. To that end, Counsel and the Parties intend to invoke the principles of the "Joint Defense Doctrine," and all other similar applicable rights and privileges, including those recognized in *United States v. Bay State Ambulance and Hosp. Rental Serv.*, 874 F.2d 20 (1st Cir. 1989); *In Re Grand Jury Subpoena*, 274 F.3d 563 (1st Cir. 2001); *Haines v. Liggett Group, Inc.*, 975 F.2d 81 (3d Cir. 1992); *In re Grand Jury Subpoenas 89-3, John Doe 89-129*, 902 F.2d 244 (4th Cir. 1990); *United States v. Schwimmer*, 892 F.2d 237 (2d Cir. 1989); *In the Matter of Bevel, Bresler & Schulman Management Corp.*, 805 F.2d 120 (3d Cir. 1986); *Hunydee v. United States,* 355 F.2d 193 (9th Cir. 1965); *Continental Oil Co. v. United States*, 330 F.2d 347 (9th Cir. 1964); *United States v. McPartlin,* 595 F.2d 1321 (7th Cir. 1979), *cert. denied, 444* U.S. *833* (1979); *and In the Matter of a Grand Jury Subpoena Dated November 16, 1974*, 406 *F.* Supp. 381 (S.D.N.Y. 1974);

WHEREAS, the Parties and Counsel agree that such Common Interest Materials and information contained therein shall be used solely for purpose of investigating, defending, evaluating, negotiating a possible resolution of, or otherwise resolving any collateral attack upon, or other subsequent challenge to, the Settlement Agreement, if and after approval by the Court;

WHEREAS, in the absence of such purpose and sharing, these Common Interest Materials would not be available for use by the other Party or Counsel for the other Party;

WHEREAS, Counsel wish to continue to pursue separate but common interests in connection with the Settlement Agreement, and to avoid any suggestion or implication of waiver of the confidentiality of privileged communications and work product as a result of sharing among Counsel and their Clients;

WHEREAS, Counsel and their Clients specifically agree to litigate any challenge by any person or entity not a party to this Agreement to the assertion of the attorney-client privilege, attorney work product doctrine and all other privileges or rights that exist or may exist as a result of this Agreement or the Parties' respective individual privileges or rights;

WHEREAS, nothing in this Agreement is intended to conflict with any Party's interest in receiving independent, vigorous, and separate representation in connection with the Settlement Agreement or to create an attorney-client relationship between any Party and any counsel retained by any other Party; and

WHEREAS, the Parties and their Counsel wish to confirm and memorialize the terms and conditions upon which they will share and exchange Common Interest Materials related to their common interest in, and joint defense of, the Settlement Agreement, without waiving applicable privileges, doctrines, protections or immunities; and

WHEREAS, the Parties have consulted with their respective Counsel about the costs and benefits associated with this Agreement, understand its provisions and have concluded that it is in their interest to enter into this Agreement, both for themselves, and in the case of the Plaintiffs, for the Class Members whose interests they represent.

NOW, THEREFORE, the Parties, by and through their Counsel, hereby stipulate to the entry of the attached Protective Order and respectfully request that the Court enter the Protective Order as soon as possible.

May 18, 2010
Date

By /s/ Michael J. Modl
Michael J. Modl
Steven S. Streck
Timothy D. Edwards
AXLEY BRYNELSON, LLP
2 East Mifflin Street, Suite 200

Madison, WI 53703
608.257.5661 (Phone)
608.257.5444 (Fax)
mmodl@axley.com
sstreck@axley.com
tedwards@axley.com

Robert J. Gingras
Michael J. Luebke
GINGRAS, CATES & LUEBKE, S.C.
8150 Excelsior Drive
Madison, WI 53701-1808
608.833.2632 (Phone)
608.833.2874 (Fax)
gingras@gcllawyers.com
luebke@gcllawyers.com

Attorneys for Plaintiffs

May 18, 2010
Date

By /s/ Barbara A. Neider

Barbara A. Neider
Thomas B. Aquino
STAFFORD ROSENBAUM, LLP
222 W. Washington Ave., Suite 900
Madison, WI 53703
(608) 256-0226
bneider@staffordlaw.com
taquino@staffordlaw.com

David Dunn
Stanley J. Brown
HOGAN LOVELLS USA LLP
875 Third Avenue
New York, NY 10022
(212) 918-3000
david.dunn@hoganlovells.com
stanley.brown@hoganlovells.com

Robin J. Samuel
HOGAN LOVELLS USA LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, Ca 90067
(310) 785-4600

robin.samuel@hoganlovells.com

Attorneys for Defendants

PROTECTIVE ORDER

1. Defense of Settlement Agreement. After the Settlement Agreement is finally approved by this Court, the Plaintiffs and their Counsel agree to assist and cooperate with Charter in defending the Settlement Agreement and the validity and effectiveness of its approval by the Court in the event that a collateral attack is raised in any fashion whatsoever at any time during the three-year period following the entry of the Court's Final Order and Judgment and dismissal of the Lawsuit. Such assistance and cooperation shall include, but not be limited to, the Plaintiffs' and Counsel's voluntary appearance (if requested by Charter) in any action or proceeding for the purpose of participating in the defense of any litigation brought against Charter by any Class Member (as that term is defined in the Settlement Agreement) or any other person, challenging the validity of the Settlement or any of its terms, the Court's authority to adjudicate the rights of the Class Members, or any other collateral attempt to nullify or limit the effect of the settlement embodied in the Settlement Agreement. Charter reserves the right to direct and control the defense and to determine the extent of the assistance and cooperation it will require from the Plaintiffs and their Counsel. Plaintiffs' Counsel's role in participating in the defense of any challenges to the validity of the Settlement Agreement or its terms may be limited, given Plaintiffs and Plaintiffs' Counsel's obligations under Paragraph 6 of this Protective Order. Plaintiffs and their counsel shall not be entitled to any additional compensation from Charter for the assistance and cooperation they provide.

2. Sharing of Common Interest Materials. In connection with the defense of the Settlement Agreement, or any proceeding(s) or litigation arising therefrom, the Parties and their Counsel shall cooperate with each other by, among other things, sharing and exchanging Common Interest Materials to the extent appropriate or useful to their joint defense of the

efficacy of the Settlement Agreement. Each Party shall have the right in its sole discretion to determine what Common Interest Material it will share, and under what circumstances it will do so. Common Interest Material shared by a Party shall be without any representation or warranty by such Party as to the accuracy, validity, legality, or completeness of such information in any respect, and such sharing shall not give rise to any claim or cause of action by any Party against any other Party, or against any party whether or not a party to the Agreement that prepared such Common Interest Materials, and all such claims and causes of action are hereby expressly waived. The Parties and their Counsel shall cooperate and exchange information in such a manner as to preserve, to the extent permitted by law, their respective rights under the attorney-client privilege, the attorney work product doctrine, the common interest privilege, the joint defense doctrine, or any other applicable privileges, doctrines, or protections.

3. Applicability of Privileges. All Common Interest Materials are intended to be protected from disclosure to adverse or other parties as a result of the attorney-client privilege, the attorney work product doctrine, the common interest privilege, the joint defense doctrine or other applicable privileges or protections. It is the desire, intention, and mutual understanding of the Parties that:

(a) The sharing of Common Interest Materials between or among them (including any counsel, directors, officers, partners, trustees, employees, agents, representatives, consultants, accountants, financial advisors, experts, and other professional advisors of the Parties, or their respective affiliates (collectively, "Representatives")) is not intended to, and shall not, waive or diminish in any way the confidentiality of such materials or their continued protection under applicable privileges, doctrines, or protections.

(b) All Common Interest Materials provided by a Party (including through any of its Representatives) pursuant to this Protective Order shall remain entitled to such protection under the common interest privilege, joint defense doctrine or any other applicable privileges, doctrines or protections regardless whether such material is marked or identified as such.

(c) Any disclosure of Common Interest Materials to any other Parties or any Representatives pursuant to this Protective Order will not constitute a waiver of any available privilege, doctrine or protection.

4. Confidentiality. No Party or his/her/its Counsel shall disclose any other Party's Common Interest Materials or use any such material except for agreed common purposes, except (a) with the prior written consent of the Party disclosing such material; (b) as otherwise provided in this Protective Order; or (c) as required by law or court order. No oral or written communications received from a Party pursuant to this Protective Order will be disclosed to anyone not a party to the Agreement absent the consent of the transmitting Party or a court order made after notice and an opportunity to be heard on behalf of the affected Party. If a Party is requested, noticed, compelled or ordered to disclose another Party's communications or Common Interest Materials, the Party to which the order or directive was directed shall promptly notify counsel for the other Parties of such directive and the other Parties shall be permitted all reasonable opportunities under the circumstances to protect their privileges, confidences, and interests at their own cost and expense, and to take all steps they deem reasonably necessary or appropriate under the circumstances to permit the assertion of all applicable rights, privileges, doctrines, and protections with regard to said Common Interest Materials in the appropriate forums. All Parties shall cooperate in a commercially reasonable manner in such efforts. Any

Common Interest Materials, and the information contained therein, are to be used by each person or Party receiving them solely in connection with defending the Settlement Agreement, and for no other purpose. The confidentiality obligations of the Parties and their Counsel under this Protective Order shall survive the termination of this Protective Order and shall remain in full force and effect even if the interests of the Parties subsequently cease to be common or become adverse, irrespective of any claim that the common interest or joint defense privileges may become prospectively ineffective or unavailable due to such claimed diversity of interests.

5. Subpoena Responses, etc. If any person or entity not a Party to the Agreement requests or demands access to Common Interest Materials provided pursuant to this Protective Order, by subpoena, document request or otherwise, a Party receiving the demand or subpoena shall promptly inform the other Parties' counsel and the Party who supplied any such materials (to the extent permitted by law, rule, and regulation and reasonably practicable). The Party that provided the Common Interest Materials shall be permitted all reasonable opportunities under the circumstances to protect its privileges and interests at its own cost and expense. The Party receiving the demand or subpoena shall take all steps reasonably necessary or appropriate under the circumstances to permit the assertion of all applicable rights, privileges, and doctrines with regard to said Common Interest Materials in the appropriate forums and shall cooperate in a commercially reasonable manner in any proceeding relating to the disclosure sought.

6. Return and Destruction of Documents and Information. The terms of this Protective Order shall apply to and govern the post-settlement treatment and handling by Plaintiffs and their Counsel of all documents and information obtained in connection with, concerning, or otherwise relating to the Lawsuit, to Charter, or to the action styled *Maurice J.*

Sjoblom v. Charter Communications, LLC, et al., United States District Court, Western District of Wisconsin, Case No. 07-C-0451-C (the "*Sjoblom* Action").

(a) All such documents and information, whether stored electronically, in hard copy or in any other format or media, including discovery responses and exhibits, document productions, depositions transcripts and exhibits, pleadings and associated exhibits filed under seal, other discovery taken pursuant to the Federal Rules of Civil Procedure, and all other information and documents obtained from Plaintiffs, employees of Charter, or from any other person or entity shall be hereafter collectively referred to as "Litigation Information." However, Litigation Information shall not include within its scope materials that are publicly available, including pleadings filed with the Court that were not filed under seal.

(b) Neither Plaintiffs, their Counsel, nor anyone acting on their behalf or at their direction shall use, rely upon, reproduce, communicate, disseminate, or distribute any Litigation Information for any business or legal purpose whatsoever, except to administer the Settlement Agreement, to defend its validity, or for its enforcement.

(c) If Plaintiffs or their Counsel are compelled to testify about or disclose any Litigation Information pursuant to applicable law, rules, regulations, court orders, subpoenas or otherwise, (each a "Requirement"), Plaintiffs' Counsel shall promptly notify Charter of any such Requirement or request or demand for such disclosure and shall cooperate with Charter to obtain a protective order or other appropriate arrangement pursuant to which the confidentiality of the Litigation Information is preserved. Provided that Charter makes a timely motion or other application for relief from the Requirement in the appropriate forum, the person or entity subject to the subpoena or other request shall not produce or disclose the Litigation Information without Charter's consent or until ordered to do so by a court of competent jurisdiction. If such an order

or arrangement is not obtained, Plaintiffs or their Counsel shall disclose only that portion of the Litigation Information as is required pursuant to such Requirement. Any such required disclosure shall not affect the status of the Litigation Information under the terms of this Protective Order.

(d) Within sixty (60) days of the Effective Date (as that term is defined in the Settlement Agreement), Plaintiffs and their Counsel shall either: (a) return to Charter all Litigation Information in their possession, custody, or control and certify in writing that all Litigation Information has been returned; or (b) certify in writing the destruction of all Litigation Information in their possession, custody, or control. Plaintiffs and their Counsel shall erase or destroy all Litigation Information reflected in computer databases or backup tapes or any other electronic form in such a manner that all such Litigation Information is thereafter irretrievable by any person or entity. Should any Litigation Information be retained or preserved, through inadvertence or otherwise, for a period beyond that permitted in this section, the withholding party shall within three (3) business days of the discovery of the Litigation Information: (i) inform Charter of the discovery; (ii) return or destroy all copies of the Litigation Information; and (iii) provide a supplemental certification of compliance with this Protective Order.

(e) Plaintiffs' Counsel shall provide each person to whom they previously disclosed Litigation Information or provided access to Litigation Information a copy of this Order, advise each such person of their obligation to comply with the terms of this Order, and secure the signature of each person on the appropriate Certification required herein. A copy of the Certification is attached hereto as Exhibit A. Each such person agrees to subject himself/herself to the jurisdiction of this Court for the purposes of any proceedings relating to the

performance under, compliance with, or violation of this Order. Plaintiffs' Counsel agree to maintain a file of all executed Certifications required by this Order.

(f) Nothing in this Protective Order shall bar or otherwise restrict Plaintiffs' Counsel from tendering advice to Plaintiffs, and in the course thereof, referring to or relying upon Counsel's examination of Litigation Information, so long as Counsel does not disclose Litigation Information.

7. Effective Date and Continuing Obligations.

(a) This Protective Order shall terminate three years from the date of its entry. However, all Parties shall remain bound by sections 3, 4, 5, 6 and 8 after termination. The Protective Order shall remain in effect and be binding upon successor counsel in accordance with its terms.

8. Certain Rights Reserved. Nothing contained in this Protective Order shall serve to restrict any otherwise lawful activities conducted in the ordinary course of business by a Party, its employees or any other affiliates of such Party, either for its own account or for the accounts of its customers.

9. Miscellaneous.

(a) The Court and its personnel are not obligated to destroy or return Litigation Information. Court personnel who receive such information are not required to sign the Certification attached as Exhibit A.

(b) Nothing in this Protective Order shall prevent any party from applying to the Court for relief therefrom, or from applying to the Court for further or additional protective orders or for a modification of this Protective Order with respect to prospective activity.

(c) To the extent the terms of this Protective Order conflict with the terms of the Protective Order entered by the Court on March 24, 2010 in the Lawsuit [Docket No. 67], the terms of this Protective Order shall control.

DATED: May __, 2010.

BY THE COURT:

_____
Honorable Barbara B. Crabb
United States District Judge

CERTIFICATION – EXHIBIT A

I hereby certify that I have read the attached STIPULATED JOINT DEFENSE, COMMON INTEREST, INFORMATION SHARING AND CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER entered by the United States District Court for the Western District of Wisconsin on May [x], 2010 in the matter of *Marc Goodell et al. v. Charter Communications LLC. et al.*, Case No. 3:08-cv-00512-C (the "Protective Order"), and I agree that I will comply with the restrictions and obligations set forth therein.

For the purpose of enforcing this Protective Order, and my obligations thereunder, I irrevocably consent to the jurisdiction of the United States District Court of the Western District of Wisconsin, and understand that violation of the Protective Order by me may be treated as a violation of a court order.

Dated: _____, 2010

_____
[Signature]

_____

[Print Name]

_____

[Employer]

NEWS RELEASE

Not For Release Before May __, 2010

Charter and Plaintiffs Announce Settlement of Class Action Lawsuit

St. Louis, MO – Charter Communications and plaintiffs in the wage and hour class action lawsuit *Marc Goodell, et. al. v. Charter Communications, LLC,* Case No. 3:08-cv-00512-C, have reached a settlement of all claims alleged in the lawsuit. U.S. District Court Judge Barbara Crabb of the Western District of Wisconsin preliminarily approved the settlement on [day/date]. The settlement, which remains subject to final approval by Judge Crabb, will fully resolve all of the plaintiffs' and class members' wage and overtime claims in exchange for the payment by Charter of $18 million. The class includes current and former employees who worked for Charter in certain field technician positions in California, Missouri, Michigan, Minnesota, Illinois, Nevada, Washington, Oregon and Nebraska during specified class periods. Plaintiffs alleged that the class was not adequately compensated for all of the work they performed.

It is and has been Charter's policy to pay its hourly employees for all hours worked, and Charter has denied any liability under the settlement. "We settled this lawsuit to remove the distraction and expense that comes with preparing a case like this for trial. Our technicians are critical to providing a superior experience for our customers and we need them to be focused on what is most important – taking care of our customers," said Greg Doody, Charter Communications' Executive Vice President and General Counsel.

Named plaintiffs and participating class members are represented by Michael J. Modl of Axley Brynelson, LLP and Robert J. Gingras of Gingras, Cates & Luebke, S.C. "We believe that this settlement is fair and reasonable for the class as a whole," said Robert Gingras.

Charter is represented by David Dunn of Hogan Lovells US LLP and Barbara A. Neider of Stafford Rosenbaum LLP.

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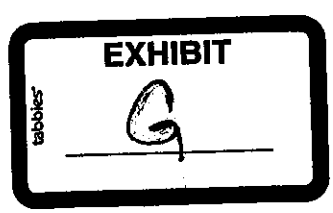

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

MARC GOODELL,
PHILIP POWERS,
CHAD WERTH,
ROSS BLAKLEY,
DOMINICK P. TUCKER,
JUSTIN ROSE, and
KYLE CRAWFORD,
on behalf of themselves and a class
of employees and/or former employees
similarly situated,

Plaintiffs,

Case No. 08-cv-512-C

v.

CHARTER COMMUNICATIONS, LLC,
and
CHARTER COMMUNICATIONS, INC.

Defendants.

ORDER FOR PRELIMINARY APPROVAL
OF SETTLEMENT

WHEREAS, the parties have made application for an order preliminarily approving the settlement of this litigation as stated in the parties' Stipulation and Settlement Agreement ("Settlement Agreement") which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement of the litigation and for dismissal of the litigation upon the terms and conditions set forth therein. Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement;

WHEREAS, the Court has read and considered the Settlement Agreement, the exhibits attached thereto, and the briefing submitted in support of preliminary approval of the settlement; and

EXHIBIT
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WHEREAS, the Court has considered the pleadings and arguments made by the parties in support of the motion for preliminary settlement approval and hereby makes the following findings and rulings.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Settlement Agreement and the terms set forth therein as being fair, reasonable and adequate. The Settlement Agreement appears to be the result of arm's-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.

2. The Court has jurisdiction over the claims and parties alleged in Plaintiffs' proposed Third Amended Complaint and the Settlement Agreement.

3. Solely for purposes of the proposed settlement, the following Settlement Class is hereby certified pursuant to Rule 23 of the Federal Rules of Civil Procedure:

The Settlement Class. The Settlement Class includes any and all persons who were employed by Defendants in California, Michigan, Minnesota or Missouri in a covered position[1] at any time during the period from August 28, 2005 through August 28, 2008 and in Nevada, Illinois, Nebraska, Oregon, or Washington at any time during the period from three years prior to the date of entry of this Order through the date of entry of this Order, except for persons who timely and properly request exclusion from the Class, as set forth in paragraph 14 below, and any

[1] Covered positions consist of the following thirty-one (31) different job classifications: Broadband Technician I; Broadband Technician II; Broadband Technician III; Broadband Technician Lead; Broadband Technician Senior; Chief Technician; Data Services Technician I; Data Services Technician II; Data Services Technician Senior; Data Services Technician I CB; Data Services Technician II CB; Data Services Technician Senior CB; Install/Repair QC Technician I; Install/Repair QC Technician II; Installer Repair Technician I; Installer Repair Technician II; Installation Technician; Installation Trainee; Installer I; Repair Technician; Reverse Specialist; Service Technician; Service Technician I; Service Technician II; System Chief Technician; System Field Coordinator; System Technician; System Technician I; System Technician II; System Technician Lead; and System Technician Senior.

and all persons who released Defendants from claims for unpaid wages or overtime under the Fair Labor Standards Act or state law as a result of the settlement reached in *Sjoblom v. Charter Communications, LLC* (Case No. 07-C-0451-C) (W.D. Wis.) ("*Sjoblom* Litigation"). The parties estimate the Settlement Class will consist of approximately 3,625 members.

The Court specifically finds in the context of settlement and for settlement purposes only: (1) the Settlement Class is so numerous that joinder is impracticable; (2) questions of law and fact are common to the Settlement Class; (3) the claims of the representative Plaintiffs are typical of the claims of the Settlement Class; and (4) the class representatives will fairly and adequately protect the interests of the Settlement Class. Further, in the context of settlement, the Court specifically finds that with respect to the claims asserted, the proposed Settlement Class meets the predominance requirement in that common claims and issues predominate over individual ones, and it appears that a class action is a superior method, as compared to individual or other actions, for resolving such claims, all as required pursuant to Fed.R.Civ.P. 23(b)(3).

4. Within fifteen (15) days following the entry of this Preliminary Approval Order, Defendants shall provide the Settlement Administrator with a list of the putative class members as of the date of entry of the Preliminary Approval Order. This information shall be used solely to manage the notice and claims process set forth in this Order, and shall remain confidential and not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, pursuant to the terms of the Stipulation and Agreement to Settle Class Action or pursuant to express written authorization of Defendants or by order of the Court.

5. Solely for purposes of the proposed settlement, the Court preliminarily approves Gingras, Cates & Luebke, S.C. and Axley Brynelson, LLP as class counsel. The Court also hereby preliminarily approves Marc Goodell, Philip Powers, Chad Werth, Ross Blakley, Dominick P. Tucker, Justin Rose, and Kyle Crawford as class representatives.

6. A hearing for purposes of determining whether the Settlement Agreement should be finally approved shall be held before this Court on _____, 2010 [at least 100

days after the date of preliminary approval] at ___ a.m./p.m., in Room _____ of the United States District Court for the Western District of Wisconsin, 120 North Henry Street, Madison, Wisconsin, 53701-0432. The Final Approval Hearing may be postponed, adjourned, or continued by order of this Court without further notice to the Settlement Class beyond that which is provided for below.

7. At the Final Approval Hearing, the Court will hear arguments concerning whether the proposed settlement of the litigation on the terms and conditions provided in the Settlement Agreement is fair, reasonable and adequate and should be granted final approval by the Court. The Court will also at that time consider: (1) a request to award additional payments to the class representatives in consideration of the work and services they contributed to the case; and (2) class counsel's motion for an award of attorneys' fees and costs, to be paid from the settlement proceeds, and any objections thereto.

8. Pending the final determination of the fairness of the Settlement Agreement, all further litigation of the case is stayed.

9. The Court approves, as to form and content, the Notice of Wage/Hour Class Action Settlement, Settlement Hearing, and Claims Procedure to Certain Technicians Employed by Charter Communications, LLC or Charter Communications Inc. ("Class Notice") and the class Claim, Opt-In, Waiver, and Release Form ("Claim Form"), and finds that the distribution of the Class Notice and Claim Form substantially in the manner set forth in paragraphs 16-18 of the Settlement Agreement constitutes the best notice practicable under the circumstances, satisfies the requirements of due process and Rule 23(e)(1) and Rule 23(c)(2) of the Federal Rules of Civil Procedure, and constitutes due and sufficient notice to all individuals entitled thereto.

10. The Court appoints Rust Consulting Services, Inc. as the Settlement Claims Administrator. The Settlement Claims Administrator shall supervise and administer the notice procedure as more fully set forth below:

(a) An agreed-upon scripted live telephone call to the Settlement Class members by an employee of the Settlement Claims Administrator or its agents subject to mutual approval of the agents by the parties;

(b) A notice as approved by the Court delivered by U.S. mail setting forth the settlement terms, opt-out rights, objection rights, and claims procedures, and including a claim and release form;

(c) A reminder postcard in a form approved by the parties delivered by First Class U.S. Mail; and

(d) A second agreed-upon live scripted telephone call by an employee of the Settlement Claims Administrator or its agents before close of the claim period to class members who have not previously submitted claims or opted out.

11. All class members who are entitled to opt out of the Settlement Class and fail to do so in the time and in the manner provided in paragraph 14 of this Order, shall be bound by all determinations and judgments in the litigation, whether favorable or unfavorable to the Settlement Class.

12. Members of the Settlement Class who timely submit a properly completed Claim Form shall be entitled to participate in the settlement, based upon the distribution formulas set forth in the Settlement Agreement. Any member of the Settlement Class who does not timely submit a properly completed Claim Form shall not receive any settlement proceeds.

13. Any member of the Settlement Class may enter an appearance in the litigation, at his or her own expense, individually or through counsel of their own choice. Any member of the Settlement Class who does not enter an appearance or opt out of the settlement will be represented by class counsel.

14. Any member of the Settlement Class who wishes to be excluded (opt out) from the Settlement Class and not participate in the proposed settlement must sign, date, and return by First Class U.S. Mail or the equivalent a written Request for Exclusion (as provided in the Notice) to the Settlement Claims Administrator that is postmarked on or before forty-five (45) days after the Class Notice and Claim Form are first mailed to members of the Settlement Class.

15. Any member of the Settlement Class may appear at the final approval hearing and show cause, if he or she has any, why the proposed Settlement Agreement and the attorneys' fees and costs requested by class counsel should or should not be approved; provided, however, that no member of the Settlement Class or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement Agreement unless that person has, no later than forty-five (45) days after the date of the first mailing of the Class Notices and Claim Forms to members of the Settlement Class: (1) filed a written objection with the Clerk of the United States District Court for the Western District of Wisconsin, 120 North Henry Street, Madison, Wisconsin 53701-0432, and delivered copies (by hand or by first class mail) to the settlement claims administrator, class counsel, and Defendants' counsel that include the name and address of the objector, a detailed statement of the basis for each objection asserted, the grounds on which the objector desires to appear and be heard (if any), and if the objector is represented by counsel, the name and address of counsel; and (2) filed an Entry of Appearance *in propria persona* or through the person's own attorney with the Clerk of the United States District Court for the Western District of Wisconsin, 120 North Henry Street, Madison, Wisconsin 53701-0432, and delivered copies (by hand or by first class mail) to the Settlement Claims Administrator, class counsel and Defendants' counsel. All timely filed and served objections shall be considered and ruled upon by the Court at the final approval hearing. Any member of the Settlement Class who does not timely file and serve his or her objection in the manner provided above shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed settlement set forth in the

Settlement Agreement and to any award of attorneys' fees and costs to class counsel, unless otherwise ordered by the Court.

16. Defendants shall file and serve any objections they may have to class counsel's motion for attorneys' fees and costs on or before _____, 2010. Class counsel shall file and serve their reply, if any, on or before _____, 2010. At the final approval hearing, the Court shall determine whether the Settlement Agreement shall be granted final approval, and shall rule upon class counsel's motion for an award of attorneys' fees and costs.

17. The Court reserves the right to adjourn the date of the final approval hearing without further notice to the Settlement Class members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement.

18. In the event that final approval of the settlement as set forth in the Settlement Agreement does not occur, the Settlement Agreement shall be null and void, and shall be deemed terminated, and all findings based upon such Settlement Agreement shall have no force or effect unless otherwise agreed to in writing by counsel for the parties.

Dated: _____, 2010.

BY THE COURT:

_____

HON. BARBARA B. CRABB

District Court Judge

cc: All Counsel of Record

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