

EXHIBIT A

KYLE CAMP,	:
	:
Plaintiff,	:
	:
v.	:
	Civil Action No. 1:15-cv-00661-WMN
	:
COMCAST CABLE COMMUNICATIONS	:
MANAGEMENT, LLC,	:
	:
Defendant.	:

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Agreement”) is made and entered into by and among Defendant Comcast Cable Communications Management LLC (the “Company” or “Comcast”) and Plaintiffs Joel Faust, Marshall Feldman, Ishmael Andrews, Kyle Camp and Aubrey Foster (the “Named Plaintiffs”) individually and as representatives on behalf of the 37 Opt-In Plaintiffs in the above-captioned matters, (collectively, “Plaintiffs”).

I. DEFINITIONS

1.1 The “Approval Order” means the Order and Judgment entered by this Court approving the terms of this Agreement, including the release of Released Claims, and the Plan of Allocation, approving any payments of attorneys’ fees and costs as set forth below in this Agreement, dismissing the four above-captioned actions in their entirety with prejudice, and retaining jurisdiction to enforce the terms of the Agreement, including the release of Released Claims.

1.2 “CAE” means the position referred to as Customer Account Executive.

1.3 “Comcast” means Defendant Comcast Cable Communications Management LLC.

1.4 “Counsel for the Company” means Morgan, Lewis & Bockius LLP.

1.5 “Effective Date” means the date on which the Judgment becomes a Final Judgment.

1.6 “Final Judgment” means the latest of: (i) the date of final affirmance on an appeal of the Judgment; (ii) the date of final dismissal, with prejudice, of the last pending appeal from the Judgment; (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment.

1.7 “Judgment” means the judgment to be rendered by the Court pursuant to this Agreement.

1.8 The “Litigation” means, collectively, the matters of *Faust v. Comcast*, 1:10-cv-2336-WMN (D. Md.); *Andrews v. Comcast*, 1:12-cv-2909-WMN (D. Md.); *Foster v. Comcast*, 1:15-cv-659 (D.Md.) and *Camp v. Comcast*, 1:15-cv-661-WMN (D. Md.).

1.9 “Plaintiffs” are, collectively, the 42 individuals who were employed by Comcast as CAEs and who are pursuing a claim against Comcast in Litigation as of the date this Agreement is executed.

1.10 “Plaintiff Payments” means the payments made to Plaintiffs pursuant to paragraph 4.1 of this Agreement and the Plan of Allocation.

1.11 “Parties” means Plaintiffs and Comcast.

1.12 “Plaintiff Releasers” means the Plaintiffs and the Plaintiffs’ spouses and families, attorneys, agents, executors, administrators, personal representatives, heirs, successors, and any future estates, assigns, and beneficiaries.

1.13 “Plaintiffs’ Counsel” means collectively the law firms of Stephan Zouras, LLP, Law Offices of Gary M. Gilbert & Associates, P.C., Werman Salas, P.C. and Law Office Jamie Golden Sypulski.

1.14 The “Plan of Allocation” means the allocation of the portion of the Total Settlement Payment proposed to be distributed to Plaintiffs in the amounts set forth in Exhibit A hereto.

1.15 “Released Claims” means any and all claims, demands, causes of action, fees and liabilities of any kind whatsoever, whether known or unknown, whether contingent or non-contingent, specifically asserted or not, which the Plaintiff Releasors ever had, now have, or may have against any of the Releasees by reason of any act, omission, transaction, practice, plan, policy, procedure, conduct, occurrence, or other matter, up to and including the date of Final Judgment, related to the payment of wages and/or other compensation that were or could have been asserted in the Litigation, including those claims that could arise under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), or any other state or local wage/hour and wage payment statute/ordinance, including without limitation the Maryland Wage and Hour Law, Md. Code Ann., Labor & Employment Article, § 3-401, *et seq.* (“MWHL”) and the Maryland Wage Payment and Collection Law, Md. Code Ann., Labor & Employment Article, § 3-501, *et seq.* (“MWPCL”), for any type of relief, including without limitation, minimum, overtime or other wages, retaliation damages, unpaid costs, penalties, wage deductions, premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

1.16 “Releasees” means Comcast, Comcast Corporation and all of their past, present and future parents, subsidiaries, affiliates, successors and predecessors, and each of their past, present and future directors, officers, employees, insurers, lawyers benefit plans, and agents.

1.17 “Settlement Share” means the award from the Total Settlement Payment for which each Plaintiff is eligible based upon the terms of this Agreement and the Plan of Allocation.

1.18 “Total Settlement Payment” means the amount of One Hundred and Ninety Thousand Dollars and No Cents (\$190,000.00). This amount shall be the maximum that Comcast will pay pursuant to the Agreement and is inclusive of all payments necessary to implement the Agreement and dismiss the Litigation, including all attorneys’ fees and costs, and the Plaintiff Payments. Notwithstanding the foregoing, the Company shall pay the employer’s portion of payroll taxes outside the Total Settlement Payment, as provided in Section 4.2.

II. RECITALS

2.1 Plaintiffs have made certain allegations concerning Comcast’s alleged failure to pay them for hours worked in purported violation of the FLSA, MWHL and MWPCCL. Comcast has denied, and continues to deny, all of the claims asserted in the Litigation, denies any and all liability or wrongdoing of any kind whatsoever associated with any of the facts or claims alleged in the Litigation and by the Plaintiffs, and makes no concession or admission of wrongdoing or liability of any kind whatsoever.

2.2 The Parties and their counsel have considered that under the circumstances and in light of the costs, distractions to Comcast’s business and risks of litigation, their respective interests are best served by compromise, settlement and dismissal of the Litigation with prejudice and have concluded that the terms of this Agreement are fair, reasonable and adequate.

2.3 The Parties participated in lengthy arm’s-length settlement discussions, the majority of which were supervised by a United States Magistrate Judge at a settlement

conference, and as a result of these settlement discussions, they have agreed to settle the issues, matters and things in dispute between and among them pursuant to the terms of this Agreement.

2.4 Plaintiffs' Counsel represents that other than the Plaintiffs listed on Exhibit A, Plaintiffs' Counsel does not have any other current or prospective clients outside of Pennsylvania who worked for Comcast and who have potential claims against any of the Releasees.

Additionally, Plaintiffs' Counsel are not aware of any individual outside of Pennsylvania contemplating claims against any of the Releasees who who is or was employed as a CAE for Comcast.

III. COMPROMISE ACKNOWLEDGEMENT

3.1 Plaintiffs acknowledge and agree that this Agreement, and the consideration provided herein, have been and are made and received solely on the basis of a compromise of disputed claims, and this Agreement is not, and is not to be construed as, and may not be cited or referred to as, an admission by any of the Releasees of any liability whatsoever, nor is it, nor shall it be construed as, nor may it be cited or referred to as, an admission of any act or fact whatsoever, including any violation of federal, state, local or common law, statute, ordinance directive, regulation or order (including executive orders), which admissions are expressly denied. The Plaintiffs further acknowledge that the Comcast's agreement to collectively settle their claims under the FLSA, MWHL and MWPCCL is done for settlement purposes only, will not be deemed to be, cited as, or referred to as an admission or concession by Comcast that class or collective treatment is or was appropriate, that conditional certification is or was appropriate, or that collective action decertification is not appropriate in the Litigation or in any other action.

3.2 The Parties have conducted discovery and independent investigations of the facts and law during the Litigation, including, among other things, service of document requests and

interrogatories, analysis of the responses thereto, production of documents and the depositions of over twenty individuals, including all of the Named Plaintiffs. Plaintiffs' Counsel and Counsel for the Company have further analyzed the applicable law as applied to the facts discovered regarding the allegations of Plaintiffs, Comcast's defenses thereto, and the damages claimed by Plaintiffs.

3.3 Both Plaintiffs and their Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against the Comcast through costly discovery, collective action decertification briefing, dispositive motion briefing, trial and possible appeals. Plaintiffs and their Counsel also have taken into account the uncertain outcome and the risk of any litigation, including decertification of the conditionally certified collective action and the risks of dispositive motions and at trial, as well as the difficulties and delays inherent in such litigation and the likelihood of protracted appellate review. As a consequence of their investigation and analyses, Plaintiffs' Counsel has engaged in arm's length negotiations with Counsel for the Company, including attending a full-day mediation with United States Magistrate Judge Stephanie Gallagher, with a view to achieving settlement. The agreed upon settlement provides for monetary compensation and will save Plaintiffs the time and expense of trial going forward. Plaintiffs and Plaintiffs' Counsel believe that this Agreement confers appropriate benefits upon the Plaintiffs and that it is fair, reasonable, adequate, in accordance with the law, and in the best interests of the Plaintiffs.

3.4 Comcast has denied and continues to deny, specifically and generally, the claims asserted in the Litigation, any and all liability or wrongdoing of any kind whatsoever associated with any of the facts or claims alleged in the Litigation, and that any claims in the Litigation are suitable for collective or class action treatment, and it makes no concessions or admissions of

wrongdoing or liability of any kind whatsoever. Comcast maintains that the Plaintiffs and all other individuals who provided services to Comcast as CAEs were properly and fully compensated for all of the time they worked for Comcast. Although Comcast has vigorously contested the allegations in the Litigation to date and denies that it committed any wrongful action or violation of law, it believes nonetheless that further litigation with respect to the Plaintiffs would be protracted, expensive, and contrary to its best interests. Substantial amounts of time, energy, and other resources have been and, absent settlement, will continue to be devoted to Comcast's defense against the claims asserted by Plaintiffs in dozens of individual actions following anticipated decertification. In light of these realities, Comcast believes that the settlement memorialized in this Agreement is the best way to resolve the disputes among the Parties while minimizing its own further expenditures.

3.5 The Parties understand and agree that this settlement memorialized in this Agreement represents a compromise of disputed claims, and have agreed to enter into this Agreement to avoid the risks, costs, and delays associated with further proceedings. Pursuant to Federal Rule of Evidence 408, and any other analogous rules of evidence that are applicable, neither the settlement memorialized in this Agreement, nor any act performed or document executed pursuant to, or in furtherance of, the settlement memorialized in this Agreement: (a) is or may be deemed to be or may be used as an admission or evidence of, the validity of any claims released in this Agreement, or of any wrongdoing or liability of the Releasees, or any of them; or (b) is or may be deemed to be or may be used as an admission or evidence of, any fault or omission of the Releasees, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. The Plaintiffs and Plaintiffs' Counsel agree not to argue or present any argument, and hereby waive any argument, that Comcast could

not contest (or are estopped from contesting) collective and/or class action treatment (including seeking decertification) on any grounds if the Court fails to enter the Approval Order.

3.6 Plaintiffs, through their counsel and after obtaining and addressing comments and revisions to the draft approval motion from Counsel for the Company, will seek judicial approval of this Agreement. In the event this Agreement is not approved by the Court, this Agreement will no longer have any effect and the Parties will revert to litigating the Litigation as of the date and time immediately prior to the execution of this Agreement.

3.7 Plaintiffs and Plaintiffs' Counsel may not cite this Agreement in the Litigation or any other action or proceeding in connection with seeking certification of any claims or opposing decertification of any claims.

IV. PAYMENT AND DISTRIBUTION

4.1 In consideration for the terms, conditions and undertakings by or relating to Plaintiffs in this Agreement, and the mutual promises and covenants contained herein, Comcast will pay to Plaintiffs' Counsel within thirty (30) days after the Effective Date the Total Settlement Payment to be distributed as follows:

(a) Each Plaintiff shall receive, subject to Court approval, a Settlement Share pursuant to the Allocation Plan as set forth in Exhibit A hereto. The value of the combined Settlement Share is sixty thousand, five hundred twelve dollars and fifty-two cent (\$60,512.52); and

(b) Plaintiffs' Counsel shall receive, subject to Court approval, One Hundred and Twenty-Nine Thousand, Four Hundred and Eighty-Seven dollars and Forty-Eight cents (\$129,487.48) in full and complete settlement of all claims for attorneys' fees and costs associated with the Litigation and the Released Claims set forth in this Agreement. The payment

to Plaintiffs' Counsel shall be divided as follows: \$69,059.50 to Stephan Zouras, LLP; \$34,730.53 to the Law Offices of Gary M. Gilbert & Associates; \$12,848.73 to Werman Salas, P.C.; and \$12,848.73 to Law Office Jamie Golden Sypulski.

4.2 Fifty percent (50%) of the Settlement Share to each Participating Claimant shall be deemed payment in settlement of claims for unpaid wages and shall be subject to appropriate deductions and withholding for wages by Comcast, and for which a Form W-2 shall be issued to each Plaintiff. The remaining fifty percent (50%) of the Settlement Share to each Plaintiff shall be deemed payment in settlement for claims of penalties, liquidated damages, interest, and all other non-wage income and will be paid subject to an IRS Form 1009, which shall be issued to each Plaintiff. Payment of the Settlement Share to each Plaintiff subject to an IRS Form 1099 is contingent on Comcast's receipt of an executed IRS W-9 with the pertinent taxpayer identification number(s) for the respective Plaintiff. Each Plaintiffs' pro rata share of the amount paid in the settlement for attorney's fees and costs will also be reported on an IRS Form 1099. The "employee's share" of any and all payroll taxes shall be taken from the Total Settlement Payment. Comcast shall pay the "employer's share" of any and all payroll taxes in addition to the Total Settlement Payment. Payment to each member of Class Counsel set forth in Paragraph 4.1(b) is contingent on the member providing Comcast with the pertinent taxpayer identification number(s) on IRS Form(s) W-9 on or before the Effective Date.

4.3 Those payments allocated to the settlement of claims for unpaid wages: (a) shall be subject to required withholdings and deductions by Comcast, and so the net amounts payable will be less than the gross amounts; and (b) shall be reported in the year of payment as wage income to the Plaintiff on a Form W-2 issued by Comcast and such other state or local tax reporting forms as may be required by law. Those payments allocated to all other claims,

including without limitation claims for penalties, reimbursement, liquidated damages, interest, and other non-wage recovery (a) shall not be subject to required withholdings and deductions by Comcast, and so the net amounts payable will be equal to the gross amounts; and (b) shall be reported in the year of payment as non-wage income to the Plaintiff on a Form 1099 issued by Comcast and such other state or local tax reporting forms as may be required by law. As to the payments reported as non-wage income, the Plaintiffs agree to indemnify and hold harmless Comcast for any taxes due or owing by the Plaintiffs on such payments. Other than as set forth above, Comcast will not make from the payment to each Plaintiff any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings, and entry of the Approval Order by the Court shall be deemed authority not to make such deductions, withholdings, or additional payments. Any amount paid to Plaintiff shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, pension, or other compensation or benefit plan provided by any of the Releasees.

4.4 Other than the withholding and reporting requirements set forth in Paragraphs 4.2 and 4.3, Plaintiffs shall be solely responsible for the reporting and payment of the “employee’s share” of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Section IV of this Stipulation.

4.5 Payments made to Plaintiffs pursuant to the terms of this Agreement will be deemed void if not cashed within ninety (90) days from the date of their receipt by Plaintiffs’ Counsel, and such unclaimed amounts will be returned to Comcast.

4.6 Except for amounts to be paid pursuant to the terms of this Agreement, the Parties shall bear responsibility for their own fees, costs and expenses incurred by them or arising out of the Litigation and will not seek reimbursement thereof from any party to this Agreement or the Releasees. Comcast makes no representations, and it is understood and agreed that Comcast has made no representations, as to the taxability to any Plaintiff of any portions of the Settlement Share.

V. NOTICE OF THE SETTLEMENT

5.1 After receiving the payment from Comcast set forth in Section IV, Plaintiffs Counsel will distribute the Plaintiff Payments to each of the 37 opt-in Plaintiffs and advise them, in writing, of the terms of Section XIV below along with a Summary of Confidential Obligations, which is attached hereto as Exhibit B.

5.2 Plaintiff Releasees, voluntarily and with the advice of counsel, fully and forever release, acquit, and discharge the Releasees from any and all Released Claims, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them. This release is effective regardless of whether any Plaintiff cashes a Settlement Share check.

VI. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

6.1 Promptly upon execution of this Agreement, and in no event later than October 15, 2015, Plaintiffs' Counsel shall apply to the Court for the entry of an Approval Order.

(a) Approving the terms of this Agreement, including the releases of the Released Claims; and,

(b) Approving the payment of attorneys' fees and costs and the Plaintiff Payments set forth in this Agreement and the Plan of Allocation.

6.2 In computing any period of time prescribed or allowed by this Settlement Agreement, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a) as it exists on October 15, 2015.

VII. PARTIES' AUTHORITY

7.1 The signatories below represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto (including all named and opt-in Plaintiffs) to the terms and conditions hereof. Based on the plain language of the "Notice of Lawsuit" and "Opt-in Consent Form," Plaintiffs' Counsel represent that they have the authority to settle this matter on behalf of all Plaintiffs, who in signing the Opt-In Consent Form agreed to the join the lawsuit and designated "the Class Representatives as my agents to make decisions on my behalf concerning the litigation . . . and all other matters pertaining to this lawsuit." Plaintiffs' Counsel further represents that the Notice of Lawsuit confirmed for Plaintiffs that by joining the respective cases in the Litigation, Plaintiffs agreed to be bound by any "judgment or settlement, whether it is favorable or unfavorable."

7.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

VIII. MUTUAL AND FULL COOPERATION

8.1 The Parties agree that they will fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take

such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

IX. NOTICES

9.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given on the day of personal service, the first day after overnight transport by a courier including, but not limited to, FedEx or United Postal Service (“UPS”), and the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Plaintiffs:

James B. Zouras, Esq.
Stephan Zouras, LLP
205 N. Michigan Ave., Suite 2560
Chicago, IL 60601

To Comcast:

Michael J. Puma, Esq.
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921

X. MODIFICATION

10.1 This Agreement and its attachments may not be changed, altered, or modified, except in a writing signed by the Comcast and Plaintiffs’ Counsel on behalf of themselves and all Plaintiffs.

XI. ENTIRE AGREEMENT AND SEVERABILITY

11.1 This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or

terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other document related to the Parties' settlement of the Litigation, the Parties intend that this Agreement shall be controlling.

11.2 It is the desire and intent of the Parties that the provisions and releases of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of, or release in, this Agreement, including the Released Claims, shall be adjudicated by a court, or arbitral forum, of competent jurisdiction to be illegal, invalid, prohibited or unenforceable under any present or future law, and if the rights and obligations of any of the parties under this Agreement will not be materially and adversely affected thereby, such provision or release shall be ineffective in that jurisdiction in which enforcement is sought, without invalidating the remaining provisions of, or releases in, this Agreement, or affecting the validity or enforceability of such provision or release in any other jurisdiction in which enforcement may be sought. To this end, the provisions and releases of this Agreement are declared to be severable. Furthermore, in lieu of such invalid or unenforceable provision or release there will be added automatically as a part of this Agreement, a legal, valid and enforceable provision or release as similar in terms to such invalid or unenforceable provision or release as may be possible. Notwithstanding the foregoing, if such provision or release could be more narrowly drawn (as to geographic scope, period of duration or otherwise) so as not to be invalid, prohibited or unenforceable in the jurisdiction in which enforcement is sought, it shall, as to the jurisdiction in which enforcement is sought, be so narrowly drawn, without invalidating the remaining provisions or releases of this Agreement or affecting the validity or enforceability of such provision or release in any other jurisdiction in which enforcement is sought.

XII. CHOICE OF LAW/JURISDICTION

12.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Maryland, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the Court. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

12.2 Following entry of the the Approval Order, the court will retain jurisdiction to enforce this Agreement.

XIII. COUNTERPARTS

13.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and their respective counsel.

XIV. CONFIDENTIALITY AND PUBLIC COMMENT

14.1 Except as otherwise provided herein, each Plaintiff and Plaintiffs' Counsel shall keep strictly confidential the fact and terms of this Agreement and all communications relating to settlement leading up to the Agreement and will not disclose, make known, discuss or relay orally, or in writing, electronically or otherwise, the existence or terms of this Agreement, any information concerning this Agreement, or any of the discussions leading up to this Agreement. If asked about the Litigation, each Plaintiff and Plaintiffs' Counsel will merely say that "the matter has been resolved and dismissed." Moreover, each Plaintiff and Plaintiffs' Counsel will not publicize or disclose the terms of this Agreement or the negotiations with respect thereto,

either directly or indirectly, that is, through agents, attorneys, or any other person or entity, either in specific terms or as to general existence or content, to any media, including on the internet and social media including, but not limited to, Facebook, Twitter, Instagram, personal blogs and websites, the public generally, or any individual or entity. Notwithstanding the foregoing, each Plaintiff and Plaintiffs' Counsel may also disclose information concerning this Agreement to their respective immediate families, counsel, and tax advisors who have first agreed to keep said information confidential and to not disclose it to others. Comcast agrees that if contacted by the media regarding the Litigation, its response will be limited to "the matter has been resolved and dismissed." The foregoing shall not prohibit or restrict such disclosure as is required by law or as may be necessary for the prosecution of claims relating to the performance or enforcement of this Agreement, or prohibit or restrict any Plaintiff or Plaintiffs' Counsel from responding to any inquiry about this Agreement or Litigation or its underlying facts and circumstances by any governmental agency, or any regulatory organization. To the extent permitted by law, with respect to any such disclosure pursuant to the foregoing sentence, each Plaintiff and Plaintiffs' Counsel shall provide Comcast with as much notice as possible of any request to make any above-described disclosure, and will use best efforts to ensure that if such disclosure occurs it will occur in a manner designed to maintain the confidentiality of this Agreement to the fullest extent possible. Each Plaintiff hereby agrees and acknowledges that he/she will pay as liquidated damages to the Company for any breach of this paragraph 50% of the Plaintiff Payment amount allocated to him/her as set forth in Exhibit A hereto. A summary of this confidentiality obligation binding each Plaintiff, attached hereto as Exhibit B.

XV. VOIDING THE AGREEMENT

15.1 In the event this Agreement, or any amended version agreed upon by the Parties,

does not obtain judicial approval for any reason, then this Agreement shall be null and void in its entirety (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections 2.1, Section 3 and confidentiality set forth in Section 14) , unless expressly agreed in writing by all Parties, its terms and provisions shall have no further force and effect and shall not be used in this Litigation, in any other proceeding or otherwise, for any purpose; the negotiations leading to the settlement set forth in this Agreement may not be used as evidence for any purpose; and Comcast shall retain the right to challenge all claims and allegations, to assert all applicable defenses, and to support or dispute the propriety of collective action certification or decertification on all applicable grounds.

15.2 If Plaintiffs or Plaintiffs' Counsel violate the confidentiality provision set forth in Section 14 of the Agreement prior to the Court issuing an Approval Order, Comcast may, with Notice Plaintiffs' Counsel and the Court, rescind this Agreement, rendering it null and void (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections 2.1, Section 3 and confidentiality set forth in Section 14); the Agreement's terms and provisions shall have no further force and effect and shall not be used in this Litigation, in any other proceeding or otherwise, for any purpose; the negotiations leading to the settlement set forth in this Agreement may not be used as evidence for any purpose; and Comcast shall retain the right to challenge all claims and allegations, to assert all applicable defenses, and to support or dispute the propriety of collective action certification or decertification on all applicable grounds..

XVI. NAMED PLAINTIFFS' CERTIFICATIONS

16.1 Each Named Plaintiff hereby certifies that he/she:

a) Has read entirely and signed this Agreement voluntarily and knowingly in exchange for the consideration described herein, which the Named Plaintiff acknowledges is adequate and satisfactory and beyond that to which the Named Plaintiff is otherwise entitled;

b) Has been advised by the Plaintiffs' Counsel and has consulted with Plaintiffs' Counsel before signing this Agreement;

c) Has been given adequate time to review and consider this Agreement, to discuss it with an attorney of his or her own choosing, and to decide whether or not to sign it; and

e) Neither Comcast nor any of the Releasees have made any representations to the Named Plaintiff concerning the terms or effects of this Agreement other than those contained herein.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

APPROVED BY COUNSEL

Dated: October __, 2015

STEPHAN ZOURAS LLP

By: _____

James Zouras
205 N. Michigan Ave., Suite 2560
Chicago, IL 60601

Counsel for Plaintiffs

Dated: October __, 2015

LAW OFFICES OF GARY M. GILBERT &
ASSOCIATES

By: _____

Daniel A. Katz
1100 Wayne Ave., Suite 900
Silver Spring, MD 20910

Counsel for Plaintiffs

Dated: October __, 2015

WERMAN SALAS , P.C.

By: _____

Douglas Werman
77 S. Washington St. Suite 1402
Chicago, IL 60601

Counsel for Plaintiffs

Dated: October __, 2015

LAW OFFICE JAMIE GOLDEN SYPULSKI

By: _____

Jamie G. Sypulski
150 North Michigan Ave, Suite 1000
Chicago, IL 60601

Counsel for Plaintiffs

Dated: October __, 2015

MORGAN, LEWIS & BOCKIUS LLP

By: _____

Michael J. Puma, Esq.
1701 Market Street
Philadelphia, Pennsylvania 19103-2921
(215) 963-5305

*Counsel for Defendant Comcast Communications
Management LLC*

Dated: October __, 2015

Joel Faust

Dated: October __, 2015

Marshall Feldman

Dated: October __, 2015

Ishmael Andrews

Dated: October __, 2015

Kyle Camp

Dated: October __, 2015

Aubrey Foster

Dated: October __, 2015

For Comcast

By: _____

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

JOEL FAUST, et al.,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	Civil Action No. 1:10-cv-02336-WMN
	:	
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC,	:	
	:	
Defendant.	:	

THE LIST OF SETTLEMENT SHARES FOR EACH PLAINTIFF

NAME	SETTLEMENT SHARE	W-2 Payment Form	1099 Payment Form
Joel Faust	\$2,595.10	\$1,297.55	\$1,297.55
Marshall Feldman	\$1,319.02	\$659.51	\$659.51
Brandon Alfred	\$1,619.64	\$809.82	\$809.82
Jerome Anderson	\$50.00	\$25.00	\$25.00
Michael D. Vogtman	\$2,110.44	\$1,055.22	\$1,055.22
David J. Jachelski	\$2,257.68	\$1,128.84	\$1,128.84
Joseph S. Thon	\$1,730.07	\$865.04	\$865.03
Andrew Reece Coon	\$773.01	\$386.50	\$386.51
Jason A. Nies	\$1,263.81	\$631.90	\$631.91
Ondrea J. McClain	\$2,279.15	\$1,139.58	\$1,139.57
Richard Lloyd Perry Jr.	\$392.64	\$196.32	\$196.32
Niesha Harris	\$1,312.89	\$656.45	\$656.44
Courtney Ayers	\$196.32	\$98.16	\$98.16
Jerrelle L. Santana	\$503.07	\$251.53	\$251.54
Michael Benton	\$2,732.68	\$1,366.34	\$1,366.34
Monica Rivers	\$687.12	\$343.56	\$343.56
Shalanda L. Snead	\$1,914.12	\$957.06	\$957.06
Robert Michael Kraft	\$122.70	\$61.35	\$61.35
Christopher P. Huppman	\$2,107.37	\$1,053.68	\$1,053.69
Mary R. Watson	\$1,567.49	\$783.74	\$783.75
Andrea McCullum	\$269.94	\$134.97	\$134.97
Sixto Brian Riveria	\$429.45	\$214.73	\$214.72
Christopher William Clark	\$1,092.03	\$546.01	\$546.02

Michelle R. Trogdon-Gwynn	\$429.45	\$214.73	\$214.72
Ryan David Andrzejewski	\$2,401.85	\$1,200.92	\$1,200.93
Christopher James Clow	\$1,963.20	\$981.60	\$981.60
Marilyn Craig	\$1,116.57	\$558.28	\$558.29
Mercedes L. Ortiz	\$2,049.09	\$1,024.54	\$1,024.55
Scott E. Siefker	\$1,791.42	\$895.71	\$895.71
Gary Fauntleroy	\$2,144.18	\$1,072.09	\$1,072.09
Zachary O. Heidemann	\$1,631.91	\$815.95	\$815.96
Chanelle M. Pair	\$2,732.68	\$1,366.34	\$1,366.34
Catherine Henson	\$1,987.74	\$993.87	\$993.87
Linwood J. Foster III	\$2,156.45	\$1,078.22	\$1,078.23
Yael Reis Brown-Evans	\$269.94	\$134.97	\$134.97
Kevin McNeal	\$1,211.66	\$605.83	\$605.83
Laura Bruner	\$1,950.93	\$975.47	\$975.46
Yvonne P. Pitts	\$1,162.58	\$581.29	\$581.29
Joseph Shelton Stewart Jr.	\$1,481.60	\$740.80	\$740.80
Ishmael Andrews	\$1,613.50	\$806.75	\$806.75
Kyle Camp	\$1,490.80	\$745.40	\$745.40
Aubrey Foster	\$1,601.23	\$800.61	\$800.62
TOTAL	\$60,512.52	\$30,256.23	\$30,256.29

EXHIBIT B

