

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF ILLINOIS
EASTERN DIVISION**

ISIAH ELDER, DONALD HART, and TIMOTHY WHARTON, Individually, and on Behalf of All Others Similarly Situated,)	
)	
Plaintiffs,)	Case No. 12-cv-1157
)	
v.)	Hon. Virginia M. Kendall
)	
COMCAST CORPORATION and COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC)	
)	
Defendants.)	

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Agreement”) is made and entered into by and among Defendants Comcast Corporation and Comcast Cable Communications Management, LLC (the “Company” or “Comcast”); Named Plaintiffs Isiah Elder, Donald Hart, and Timothy Wharton, individually and as representatives on behalf of the Opt-In Plaintiffs in the above-captioned matter; and the Opt-In Plaintiffs who were deposed in the Litigation, Thomas Avery, Derrick Charles, Anthony Coleman, Michael Dickens, Patrick Gregory, Maurice Henry, Willie Larry, Devon Lumpkins, Sam Ransome, Cyrus Robinson, Terrence Russell, Johnny Washington, Andre Weathers, Nicholas Webb, and John White.

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, the Plan of Allocation, and the General Release of All Claims; approving any payments of attorneys’ fees and

costs as set forth below in this Agreement; dismissing the above-captioned action in its entirety with prejudice, once the “Total Settlement Payment” is funded by Defendants; and retaining jurisdiction to enforce the terms of this Agreement, including the release of Released Claims and General Release of All Claims.

1.2 “Comcast” means Defendants Comcast Corporation and Comcast Cable Communications Management, LLC.

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

1.4 “Effective Date” means thirty-one (31) days after the date of the Approval Order, unless an appeal is taken of the Approval Order. If an appeal is taken of the Approval Order, the Effective Date means thirty-one (31) days after the date of final dismissal, with prejudice, of the last pending appeal of the Approval Order.

1.5 “General Release of All Claims” means the General Release of All Claims, attached hereto as Exhibit C.

1.6 “Litigation” means the matter of *Wharton, et al. v. Comcast Corp. et al.*, Case No. 12-cv-1157 (N.D. Ill.).

1.7 “Named Plaintiffs” means, collectively, class representatives Isiah Elder, Donald Hart, and Timothy Wharton.

1.8 “Named Plaintiff Enhancement Payment” means the award paid from the Total Settlement Payment in the amount of Seven Thousand and Five Hundred Dollars (\$7,500.00) each (\$22,500 total) to the three (3) Named Plaintiffs for their service as class representatives, provided each Named Plaintiff signs a General Release of All Claims, attached hereto as Exhibit C.

1.9 “Opt-In Deponents” means, collectively, the following Opt-In Plaintiffs who were deposed during the Litigation, but who are not Named Plaintiffs, provided he or she did not opt-out

of, or was not stricken from, the Litigation: Thomas Avery, Derrick Charles, Anthony Coleman, Michael Dickens, Patrick Gregory, Maurice Henry, Willie Larry, Devon Lumpkins, Sam Ransome, Cyrus Robinson, Terrence Russell, Johnny Washington, Andre Weathers, Nicholas Webb, and John White.

1.10 “Opt-In Deponent Enhancement Payment” means the award paid from the Total Settlement Payment in the amount of One Thousand Dollars (\$1,000.00) each (\$15,000 total) to the fifteen (15) Opt-In Deponents, provided the Opt-In Deponent signs a General Release of All Claims, attached hereto as Exhibit C.

1.11 “Parties” means Plaintiffs and Comcast.

1.12 “Plaintiffs” are, collectively, the seventy-seven (77) individuals who were employed by Comcast as Service Technicians and who are pursuing a claim against Comcast in the Litigation as of the date this Agreement is executed.

1.13 “Plaintiffs’ Counsel” means, collectively, the law firms of Stephan Zouras, LLP and Noelle Brennan & Associates, LTD.

1.14 “Plaintiff Payments” means the payments made to Plaintiffs pursuant to Paragraph 4.1 of this Agreement and the Plan of Allocation attached hereto as Exhibit A.

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

1.16 “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.

1.17 “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 the Approval Order, related to the payment of wages, commissions, shift differentials, bonuses, 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”), the Illinois Minimum Wage Law (IMWL), 820 ILCS 105/1, *et seq.*, the Illinois Wage Payment and Collection Act (IWPCA), 820 ILCS 115/1, *et seq.*, or any other state or local wage/hour and wage payment statute/ordinance for any type of relief, including without limitation, minimum wages, overtime or other wages; unpaid wages or other compensation, costs; wage deductions; premium pay; liquidated damages, penalties; punitive damages; interest; attorneys’ fees and; litigation costs; restitution; and equitable relief.

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

1.19 “Service Technician” means the employee, which may also be referred to as “CommTech,” who installs and repairs Comcast products, including, but not limited to, cable television, high-speed Internet, and landline telephone service.

1.20 “Settlement Administrator” means Kurtzman Carson Consultants (“KCC”). The Settlement Administrator shall be assigned such settlement administration tasks as the Parties

deem appropriate. Reasonable fees and expenses of the Settlement Administrator shall be deducted from the Total Settlement Payment.

1.21 “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.

1.22 “Total Settlement Payment” means the amount of Seven Hundred Thousand Dollars (\$700,000.00). This amount shall be the maximum that Comcast will pay pursuant to the Agreement and is inclusive of all payments necessary to implement this Agreement and dismiss the Litigation, including all attorneys’ fees and costs, third party administration costs, Named Plaintiff and Opt-In Deponent Enhancement Payments 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 Paragraph 4.6.

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, IMWL and IWPCA. 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 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 arm's length settlement discussions and mediation supervised by Michael E. Dickstein of Dickstein Dispute Resolution/MEDiate, and as a result of these settlement discussions and mediation, 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 Plaintiffs listed in Exhibit A, Plaintiffs' Counsel does not have any other current clients in Illinois who have wage and hour claims against any of the Releasees in connection with their work for Comcast as Service Technicians. Additionally, Plaintiffs' Counsel are not aware of any individuals outside of Illinois who work or worked for Comcast as Service Technicians contemplating wage and hour claims against any of the Releasees.

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. Plaintiffs further acknowledge that Comcast's agreement to collectively settle their claims under the FLSA, IMWL and IWPCA 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 or was 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, service of expert reports, production of documents and the depositions of over twenty (20) 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 Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Comcast. Plaintiffs and Plaintiffs' Counsel also have taken into account the uncertain outcome and the risk of class certification, 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 Michael E. Dickstein of Dickstein Dispute Resolution/MEDiate, with a view toward achieving settlement. The agreed upon settlement provides for monetary compensation and will save Plaintiffs the time and expense of briefing and trial going forward. Plaintiffs and Plaintiffs' Counsel believe that this Agreement confers appropriate benefits upon Plaintiffs and that it is fair, reasonable, adequate, in accordance with the law, and in the best interests of 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. Comcast further denies 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 Plaintiffs and all other individuals who provided services to Comcast as Service Technicians 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 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 of the claims asserted by Plaintiffs. 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 the 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 (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, 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 cannot contest (or are estopped from

contesting) collective and/or class action treatment on any grounds if the Court fails to enter the Approval Order.

3.6 Parties, through their counsel, 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.

IV. NOTICE, PAYMENT AND DISTRIBUTION

4.1 Within seven (7) calendar days after the Court's issuance of the Approval Order, Defendants shall provide to the Settlement Administrator a list of all Class Members, including their last known address, telephone number, social security number, and Individual Settlement Share totals pursuant to the Plan of Allocation as set forth in Exhibit A hereto (the "Class List").

4.2 Within fourteen (14) calendar days after Defendants provide the Class List to the Settlement Administrator, the Settlement Administrator will calculate the Payroll Taxes owed by Defendants and notify Defendants of the total amount of Payroll Taxes.

4.3 Within seven (7) calendar days after the Effective Date, Defendants shall deposit the following sums with the Settlement Administrator: (a) the Settlement Amount, and (b) an amount equivalent to cover the Payroll Taxes.

4.4 Within ten (10) calendar days after receiving the Settlement Amount and the amount equivalent to cover the Payroll Taxes from Defendants, the Settlement Administrator shall send a package to each Class Member containing the following materials: (a) the Notice of

Confidential Obligations, attached hereto as Exhibit B , and (b) a check for the amount of that Class Member's Individual Settlement Payment (a "Settlement Package"). If a Settlement Package is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the Settlement Package to that forwarding address. If a Settlement Package is returned as undeliverable without a forwarding address, the Settlement Administrator will make reasonable efforts to locate forwarding addresses, including a skip trace, and if it obtains a more recent address, will resend the Settlement Package to the Class Member. It is expressly understood and agreed that the checks for the Individual Settlement Payments will become void and no longer available if not cashed within one hundred and twenty (120) calendar days after originally issued. The amounts represented by checks remaining uncashed after the 120-day deadline for any reason will be forwarded by the Settlement Administrator to the agency responsible for handling unclaimed funds/property for the state in which the Class Member is last known to have resided.

4.5 The Settlement Administrator shall distribute the Total Settlement Payment as follows:

(a) Each Plaintiff shall receive, subject to Court approval, a Settlement Share pursuant to the Plan of Allocation as set forth in Exhibit A hereto. The value of the combined Settlement Share is Three Hundred and Eight Thousand Dollars (\$308,000.00).

(b) Each Named Plaintiff shall receive, subject to Court approval, a Named Plaintiff Enhancement Payment in the gross amount of Seven Thousand and Five Hundred Dollars (\$7,500) pursuant to the Allocation Plan as set forth in Exhibit A hereto.

(c) Each Opt-In Deponent shall receive, subject to Court approval, an Opt-In Deponent Enhancement Payment in the gross amount of One Thousand Dollars (\$1,000) pursuant

to the Allocation Plan as set forth in Exhibit A hereto, provided the Opt-In Deponent signs a General Release of All Claims. Alternatively, the Opt-In Deponent may choose to forgo receiving the Opt-In Deponent Enhancement Payment and decline to sign the General Release of All Claims.

(d) The Settlement Administrator shall receive, subject to Court approval, \$7,500 for its work administering this settlement.

(e) Plaintiffs' Counsel shall receive, subject to Court approval, Three Hundred and Forty Seven Thousand Dollars (\$347,000.00) in full and complete settlement of all claims for attorneys' fees and costs associated with the Litigation, the Released Claims set forth in this Agreement, and the General Release executed by the Named Plaintiffs. The payment to Plaintiffs' Counsel shall be divided as follows: \$173,500.00 to Stephan Zouras, LLP and \$173,500.00 to Noelle Brennan & Associates, LTD. To the extent the Court disallows, disapproves, or reduces the award of attorneys' fees and costs requested by Plaintiffs' Counsel, the settlement will proceed, and this Agreement will be modified to reflect the amount of attorneys' fees and costs approved by the Court. Any amounts allocated as attorneys' fees and costs under this Agreement but not approved by the Court shall be allocated to the Settlement Share, in which case new settlement allocations will be calculated and a new Plan of Allocation provided.

4.6 Fifty percent (50%) of the Plaintiff Payment to each Plaintiff 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 Plaintiff Payment 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 1099, which shall be issued to each Plaintiff. The Settlement Administrator shall determine whether an executed IRS W-9 is required

for issuance of the Plaintiff Payments subject to an IRS Form 1099. Each Plaintiff's 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.

4.7 Those Plaintiff Payments allocated to the settlement of claims for unpaid wages: (a) shall be subject to required withholdings and deductions, 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 and such other state or local tax reporting forms as may be required by law. Those Plaintiff 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, 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 or such other state or local tax reporting forms as may be required by law. As to the Plaintiff 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, the Settlement Administrator will not make from the Plaintiff Payments 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.

4.8 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 Agreement.

4.9 Comcast and Plaintiffs’ Counsel shall provide the Settlement Administrator with the information the Settlement Administrator deems necessary to enable it to distribute the Total Settlement Payment. Any and all information, including Social Security Numbers, if required, shall be held in confidence and shall be used solely for purposes of effectuating this Agreement. This information shall not be disclosed to Named Plaintiffs or Opt-In Plaintiffs.

4.10 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.

4.11 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 Plaintiff Payment or any portions of the Settlement Share.

V. NOTICE OF THE SETTLEMENT

5.1 The Settlement Administrator will distribute the Plaintiff Payments to each of the seventy-seven (77) Opt-In Plaintiffs as set forth in Section IV, and advise them, in writing, of the terms of Section XIV below along with a Notice of Confidential Obligations, which is attached hereto as Exhibit B.

5.2 Plaintiff Releasers, 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.

5.3 The Release of Claims is effective regardless of whether any Plaintiff cashes a Plaintiff Payment check.

VI. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

6.1 Promptly upon execution of this Agreement, and in no event later than December 17, 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 General Release of All 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 Agreement, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a) as it exists on December 17, 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 to the terms and conditions hereof. Based on the plain language of the "Notice of Collective Action Lawsuit" and "Consent to Become Party Plaintiff," Named Plaintiffs and Plaintiffs' Counsel represent that they have the authority to settle this matter

on behalf of all Plaintiffs, who in signing the Consent to Become Party Plaintiff agreed to the join the lawsuit and designated “Isiah Elder, Donald Hart, and Timothy Wharton as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation . . . and all other matters pertaining to this lawsuit.” Plaintiffs’ Counsel further represents that the Notice of Collective Action Lawsuit confirmed for Plaintiffs that by joining 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:

To Comcast:

Ryan Stephan
Stephan Zouras, LLP
205 N. Michigan Ave., Suite 2560
Chicago, IL 60601

Sari M. Alamuddin
Morgan, Lewis & Bockius LLP
77 West Wacker Drive
Chicago, IL 60601

X. MODIFICATION

10.1 This Agreement and its attachments may not be changed, altered, or modified, except in a writing signed by Comcast and Plaintiffs' Counsel on behalf of themselves and 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 and General Release of All 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 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 Illinois, 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 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 or 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 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.

14.2 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.

14.3 To the extent permitted by law, with respect to any such disclosure pursuant to the foregoing sentence, each Plaintiff 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 Section XIV, 25% of the Plaintiff Payment amount allocated to him/her as set forth in Exhibit A hereto. A notice of this confidentiality obligation binding each Plaintiff is 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 Paragraph 2.1, Section III and confidentiality set forth in Section XIV), 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 the 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 and/or class action certification or decertification on all applicable grounds.

15.2 If Plaintiffs or Plaintiffs' Counsel violate the confidentiality provision set forth in Section XIV of the Agreement prior to the Court's issuing an Approval Order, Comcast may, with Notice to 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 Paragraph 2.1, Section III and confidentiality set forth in Section XIV); the Agreement's terms and provisions shall have no further force and effect and shall not be used in the 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 and/or class action certification or decertification on all applicable grounds.

XVI. NAMED PLAINTIFF AND OPT-IN DEPONENT CERTIFICATIONS

16.1 Each Named Plaintiff hereby certifies that he/she:

a) Will execute the General Release of All Claims, attached hereto as Exhibit C.

16.2 Each Named Plaintiff and Opt-In Deponent 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 and Opt-In Deponent acknowledges is adequate and satisfactory and beyond that to which the Named Plaintiff and/or Opt-In Deponent is otherwise entitled;

b) Has been advised by 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 to sign it; and

d) Neither Comcast nor any of the Releasees have made any representations to the Named Plaintiff or Opt-In Deponent 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: December 11, 2015



STEPHAN ZOURAS LLP

By: _____

Ryan Stephan
205 N Michigan Ave., Suite 2560
Chicago, IL 60601
RStephan@stephanzouras.com

Counsel for Plaintiffs

Dated: December __, 2015

MORGAN, LEWIS & BOCKIUS LLP

By: _____

Sari Alamuddin
77 West Wacker Drive
Chicago, IL 60601
salamuddin@morganlewis.com

Counsel for Comcast

APPROVED BY COMCAST CORPORATION:

Dated: December __, 2015

By: _____

Name: _____

APPROVED BY COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC:

Dated: December __, 2015

By: _____

Name: _____

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

APPROVED BY COUNSEL:

Dated: January __, 2015

STEPHAN ZOURAS, LLP

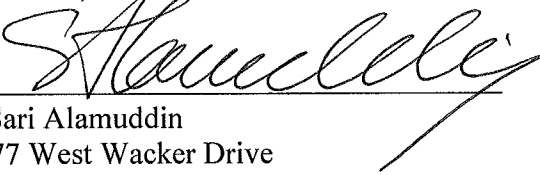
By: _____

Ryan Stephan
205 N. Michigan Ave., Suite 2560
Chicago, IL 60601
RStephan@stephanzouras.com

Counsel for Plaintiffs

Dated: January 11, 2015

MORGAN, LEWIS & BOCKIUS LLP

By:  _____

Sari Alamuddin
77 West Wacker Drive
Chicago, IL 60601
salamuddin@morganlewis.com

Counsel for Comcast

APPROVED BY COMCAST CORPORATION:

Dated: January __, 2015

By: _____

Name: _____

APPROVED BY COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC:

Dated: January __, 2015

By: _____

Name: _____

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

APPROVED BY COUNSEL:

Dated: January __, 2015

STEPHAN ZOURAS, LLP

By: _____

Ryan Stephan
205 N. Michigan Ave., Suite 2560
Chicago, IL 60601
RStephan@stephanzouras.com

Counsel for Plaintiffs

Dated: January __, 2015

MORGAN, LEWIS & BOCKIUS LLP

By: _____

Sari Alamuddin
77 West Wacker Drive
Chicago, IL 60601
salamuddin@morganlewis.com

Counsel for Comcast

APPROVED BY COMCAST CORPORATION:


Dated: January 8, 2016

By:  _____

Name: ARTHUR R. BLOCK
Executive Vice President

APPROVED BY COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC:

Dated: January 7, 2016

By:  _____
Name: Douglas Pelletiere

APPROVED BY THE NAMED PLAINTIFFS:

Dated: 12/23/2015

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Isiah Elder
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Isiah Elder

Dated: December __, 2015

Donald Hart

Dated: December __, 2015

Timothy Wharton

APPROVED BY THE NAMED PLAINTIFFS:

Dated: December __, 2015

Isiah Elder

Dated: 12/22/2015

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Donald Hart II

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Donald Hart

Dated: December __, 2015

Timothy Wharton

APPROVED BY THE NAMED PLAINTIFFS:

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Isiah Elder

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Donald Hart

Dated: 12/23/2015

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Timothy Wharton

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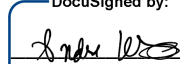
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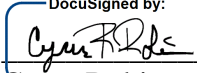
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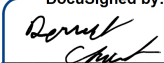
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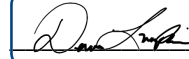
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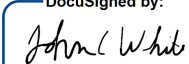
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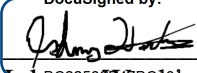
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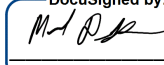
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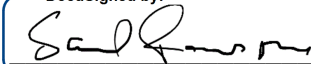
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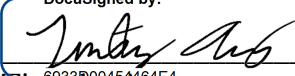
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EXHIBIT A

20.	Amos, Mark A.	\$920.13	\$920.13	n/a	\$1,840.26
21.	Anderson, Michael	\$2,048.41	\$2,048.40	n/a	\$4,096.81
22.	Bailey, De'Andre	\$1,860.36	\$1,860.36	n/a	\$3,720.72
23.	Biel, John	\$1,492.17	\$1,492.16	n/a	\$2,984.33
24.	Brown, Kenneth	\$831.14	\$831.13	n/a	\$1,662.27
25.	Burton, Deonte	\$1,785.00	\$1,785.00	n/a	\$3,570.00
26.	Cardenas, Ricardo	\$1,811.56	\$1,811.55	n/a	\$3,623.11
27.	Carvajal, Teofilo	\$3,007.30	\$3,007.29	n/a	\$6,014.59
28.	Davenport, Timothy	\$1,399.58	\$1,399.57	n/a	\$2,799.15
29.	Davis, Roz	\$1,997.45	\$1,997.44	n/a	\$3,994.89
30.	Douglas, Kirk	\$2,815.66	\$2,815.66	n/a	\$5,631.32
31.	Ellis, Aaron L	\$1,659.40	\$1,659.39	n/a	\$3,318.79
32.	Esper, Michael	\$1,735.48	\$1,735.47	n/a	\$3,470.95
33.	Garcia, Ricardo	\$574.91	\$574.90	n/a	\$1,149.81
34.	Gorrell, Jovan	\$1,337.85	\$1,337.85	n/a	\$2,675.70
35.	Harris, Andre	\$1,804.38	\$1,804.37	n/a	\$3,608.75
36.	Hughes, James	\$1,946.49	\$1,946.48	n/a	\$3,892.97
37.	Hunt, Rodes	\$2,932.65	\$2,932.65	n/a	\$5,865.30
38.	Jackson, Jr., Eric	\$2,372.10	\$2,372.10	n/a	\$4,744.20
39.	Johnson, Anthony	\$3,182.42	\$3,182.42	n/a	\$6,364.84
40.	Johnson, Henry	\$1,998.16	\$1,998.15	n/a	\$3,996.33
41.	Johnson, LaTonya	\$541.17	\$541.17	n/a	\$1,082.34
42.	Jones, Clarence	\$3,180.98	\$3,180.97	n/a	\$6,361.97
43.	Jordan, Shannon	\$2,500.58	\$2,500.57	n/a	\$5,001.15
44.	LaCour, Andre	\$1,362.97	\$1,362.97	n/a	\$2,725.94
45.	Lawson, Courtney	\$3,201.08	\$3,201.08	n/a	\$6,402.16
46.	Logan, Lazarick	\$1,235.94	\$1,235.93	n/a	\$2,471.87
47.	Lumpkins, Tyrone	\$1,543.12	\$1,543.12	n/a	\$3,086.24
48.	Martinez, Rosalio	\$2,041.23	\$2,041.23	n/a	\$4,082.46
49.	McKay, Eric	\$2,802.03	\$2,802.02	n/a	\$5,604.05
50.	McNairy, Allen	\$1,776.39	\$1,776.38	n/a	\$3,552.77
51.	Miller, Keith	\$1,601.98	\$1,601.97	n/a	\$3,203.95
52.	Miller, Rodney	\$2,441.72	\$2,441.72	n/a	\$4,883.44
53.	Moore, Jr., Antonio D.	\$715.58	\$715.58	n/a	\$1,431.16
54.	Murillo, William	\$1,192.87	\$1,192.87	n/a	\$2,385.74
55.	Pender, David	\$2,370.67	\$2,370.66	n/a	\$4,741.33
56.	Peterson, Sherman	\$3,201.08	\$3,201.08	n/a	\$6,402.16
57.	Pharr, Andre	\$1,623.51	\$1,623.51	n/a	\$3,247.02
58.	Plascencia, Francisco	\$3,188.88	\$3,188.88	n/a	\$6,377.76
59.	Roberts, Andre N	\$2,814.23	\$2,814.22	n/a	\$5,628.45
60.	Rogers, Craig	\$1,373.02	\$1,373.02	n/a	\$2,746.04
61.	Serrrano, Nyomari	\$371.78	\$371.78	n/a	\$743.57
62.	Smith, Sr., Andre J.	\$310.06	\$310.06	n/a	\$620.12
63.	Smith, Anthony	\$3,121.42	\$3,121.41	n/a	\$6,242.83
64.	Smith, Kevin D.	\$1,401.73	\$1,401.73	n/a	\$2,803.46
65.	Suggs, Marlon	\$2,802.74	\$2,802.74	n/a	\$5,605.48

66.	Swain, Antione	\$1,906.30	\$1,906.29	n/a	\$3,812.59
67.	Terry, Marcell	\$1,339.29	\$1,339.28	n/a	\$2,678.57
68.	VanDer Griend, Matthew	\$774.43	\$774.43	n/a	\$1,548.86
69.	Vann, Jimmy	\$1,495.75	\$1,495.75	n/a	\$2,991.50
70.	Veal, Jonte	\$2,091.47	\$2,091.47	n/a	\$4,182.94
71.	Watkins, Nathaniel	\$148.57	\$148.57	n/a	\$297.14
72.	Williams, Charles	\$2,363.49	\$2,363.49	n/a	\$4,726.98
73.	Wilson, Steve	\$1,563.94	\$1,563.93	n/a	\$3,127.87
74.	Woodard, Christopher	\$1,383.07	\$1,383.07	n/a	\$2,766.14
75.	Wroda, Adam	\$38.76	\$38.75	n/a	\$77.51
76.	Young, Marques	\$58.86	\$58.85	n/a	\$117.71
77.	Zavala, Cesar	\$2,620.44	\$2,620.43	n/a	\$5,240.87

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF ILLINOIS
EASTERN DIVISION**

**ISIAH ELDER, DONALD HART, and)
TIMOTHY WHARTON, Individually, and)
on Behalf of All Others Similarly Situated,)**

Plaintiffs,)

v.)

**COMCAST CORPORATION and)
COMCAST CABLE)
COMMUNICATIONS MANAGEMENT,)
LLC)**

Defendants.)

Case No. 12-cv-1157

Hon. Virginia M. Kendall

NOTICE OF CONFIDENTIALITY OBLIGATIONS

In approving the terms of the settlement in the above-captioned lawsuit (the “Agreement”), you must keep strictly confidential, the facts and terms of this settlement, including the monetary payment received by you. You are to make no statements, whether verbally, in writing or on social media, regarding the settlement, and if you are asked about the above-captioned lawsuit and/or the settlement, you will merely say that “the matter has been resolved and dismissed.”

Notwithstanding the confidentiality obligations described above, you may disclose information concerning this settlement to your immediate family, legal counsel, and tax advisors.

You also agree and acknowledge that **you will pay as liquidated damages to Comcast for any breach by you of your confidentiality obligations 25% of any payments you received in connection with this settlement.**

EXHIBIT C

these entities' past or present directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, benefit plans, plan administrators, shareholders, attorneys, and personal or legal representatives ("Releasees"), of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims, up to the date this General Release is signed for any type of relief, including, without limitation, claims for overtime compensation, minimum wages, wages of any kind, damages, back pay, front pay, unpaid costs, meal and rest breaks, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. Such waiver and release includes, to the fullest extent permissible under applicable federal, state, and local laws and regulations, but is not limited to, claims arising out of or related to violations of any federal or state employment discrimination laws, including but not limited to: the National Labor Relations Act; the Employee Retirement Income Security Act of 1974 ("ERISA"); Title VII of the Civil Rights Act of 1964 ("Title VII"); the Equal Pay Act of 1963; the Civil Rights Act of 1991; the Civil Rights Act of 1866, the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 ("ADA"); the Age Discrimination in Employment Act of 1967 ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); the Occupational Safety and Health Act of 1970 ("OSHA"); the Fair Credit Reporting Act ("FCRA"); the Family and Medical Leave Act of 1993 ("FMLA"); the employee (whistleblower) civil protection provisions of the Corporate and Criminal Fraud Accountability Act (Sarbanes-Oxley Act); the Worker Adjustment and Retraining Notification Act ("WARN"), all as amended; the Illinois Human Rights Act; the Illinois Equal Wage Act; the Illinois Equal Pay Act; the Illinois Whistleblower Act; Illinois Religious Freedom Restoration Act; the Illinois Family Military Leave Act; the Illinois WARN Act; the Illinois Constitution, all as amended; the common laws of the state of Illinois, and any and all other federal, state, or local constitutional, statutory, regulatory, or common law causes of action now or hereafter recognized, and any claims for attorneys' fees and costs.

2. Release of Unknown Claims: In waiving and releasing any and all claims set forth in this General Release, whether or not now known to Plaintiff, Plaintiff understands that this means that, if Plaintiff later discovers facts different from or in addition to those facts currently known or believed to be true by Plaintiff, the waivers and releases of this General Release will remain effective in all respects – despite such different or additional facts and even if Plaintiff would not have agreed to this General Release if Plaintiff had prior knowledge of such facts. Plaintiff expressly, knowingly, and intentionally waives the benefits and rights of any statute, rule, doctrine, or common law principle of any jurisdiction whatsoever that provides that a general release does not extend to unknown claims.

3. EXCEPTIONS FOR CLAIMS NOT BEING WAIVED OR RELEASED:
THE ONLY CLAIMS THAT ARE NOT BEING WAIVED AND RELEASED BY
PLAINTIFF UNDER THIS GENERAL RELEASE ARE:

- a. **Claims asserted in the lawsuit captioned *Brand, et al. v. Comcast Corporation*, Case No. 11-cv-8471, currently pending in the United States District Court for the Northern District of Illinois alleging violations of Title**

VII of the Civil Rights Act of 1964, Title I of the Civil Rights Act of 1991, and the Civil Rights Act of 1866;

- b. **[To be included only in Woodard's Release: Claims asserted in the lawsuit captioned *Brand, v. Comcast Corporation*, Case No. 11-cv-1122, currently pending in the United States District Court for the Northern District of Illinois alleging violations of the Fair Labor Standards Act and the Illinois Minimum Wage Law for alleged time worked as a Line Technician.]**
- c. Claims that cannot be waived or released as a matter of law; and
- d. Claims to vested benefits, workers' compensation, unemployment benefits, or any claim Plaintiff may have to challenge the knowing and voluntary nature of this General Release under the Older Workers Benefit Protection Act ("OWBPA").

Nothing in this General Release prohibits or restricts Plaintiff, Comcast or the Releasees from making any disclosure of information required by law or providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by any federal regulatory or law enforcement agency.

4. OWBPA DISCLOSURES: THIS IS A GENERAL RELEASE THAT INCLUDES A RELEASE OF ANY AND ALL AGE DISCRIMINATION CLAIMS UNDER THE FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA") UP TO AND INCLUDING THE DATE ON WHICH PLAINTIFF SIGNS THIS GENERAL RELEASE.

a. Plaintiff is given the opportunity to consider this General Release for twenty-one (21) calendar days. Plaintiff acknowledges that he or she may sign this agreement sooner than the 21-day review period, and if he or she chooses to do so, he or she knowingly and voluntarily waives the remainder of the 21-day review period. The Parties further agree that any material or non-material modifications made to this General Release will not restart the original 21-day review period.

b. Plaintiff is hereby advised, in writing, to consult an attorney prior to signing this General Release and acknowledges that he or she has in fact done so. Plaintiff agrees that Comcast shall not be responsible for any attorneys' fees or tax obligations incurred by Plaintiff as a result of this General Release.

c. Plaintiff acknowledges that he or she may revoke this General Release within seven (7) calendar days after signing it by notifying Sari M. Alamuddin of Morgan Lewis, counsel for Comcast, in writing at 77 West Wacker Drive, Chicago, IL 60601. If the General Release is revoked, it is null and void and Plaintiff is not entitled to the Enhancement Payment. In any event, the General Release does not become effective until the seven (7) day revocation period expires. If there has been no written revocation within the seven (7) day revocation period, this General Release shall be fully effective, enforceable and irrevocable. Comcast's obligations as outlined in this General Release will commence no earlier than the eighth (8th) calendar day after Plaintiff executes this General Release ("Effective Date").

5. **Counterparts:** This General Release may be executed by one or more facsimile or scanned signatures in separate counterparts, each of which will be deemed an original but all of which together will constitute the same instrument.

6. **Damages for Breach:** Plaintiff recognizes and agrees that the representations, promises, and covenants set forth in Paragraphs 1, 2 and 11 of the General Release constitute a material and significant part of the consideration received by Releasees in exchange for their obligations under this General Release, and that any violation of Paragraphs 1, 2 and 11 will constitute a material violation of this General Release. In the event of any violation of Paragraphs 1, 2 and/or 11 Plaintiff recognizes and agrees he/she will pay as liquidated damages to the Company for any breach 25% of the Plaintiff Payment amount allocated to him/her. The Company reserves the right to seek additional appropriate relief, including enforcing rights under this General Release, and pursuing any other rights and remedies available under law, including equitable relief, injunctive relief, and damages.

7. **Severability:** The invalidity or unenforceability of any provision of this General Release shall not affect or impair any other provisions, which shall remain in full force and effect.

8. **Choice of Law:** This General Release shall be deemed to have been made and entered into in the State of Illinois and shall in all respects be governed by the substantive laws of the State of Illinois, without giving effect to the conflicts of laws provisions thereof.

9. **Drafting:** This General Release shall not be construed more strictly against one party than another merely by virtue of the fact that this General Release, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that this General Release is the result of arm's-length negotiations between the Parties and the Parties have contributed substantially and materially to the preparation of this General Release. Additionally, the headings contained in this General Release are for reference purposes only and shall not in any way affect the meaning or interpretation of this General Release.

10. **Non-Admission.** This General Release does not constitute an admission by Comcast of any violation of any law, statute, or regulation or breach of any agreement or promise and the parties agree that neither the General Release nor the furnishing of consideration shall be deemed or construed for any purposes as evidence or an admission of liability or wrongful conduct of any kind.

11. **No Other Claims.** Plaintiff represents and agrees that other than the Litigation and other matters referenced in Paragraph 3, he or she has not filed any notices, complaints, charges, or lawsuits of any kind whatsoever against Comcast with any court, governmental agency, or any other regulatory body with respect to any matter related to, or arising out of, his or her interactions with Comcast including, but not limited to, his or her employment with Comcast. Plaintiff further agrees not to discuss the settlement of the Litigation directly or indirectly, orally, or in writing, electronically or on any website, through social media, or through any other media outlet.

12. **Successors and Assigns:** It is expressly understood and agreed by the Parties that this General Release and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors, and assigns.

13. Plaintiff's Acknowledgements: Plaintiff further understands and agrees that Plaintiff:

a. Has carefully read and understands the terms and conditions of this General Release;

b. Understands that he or she has been given the opportunity to consider this General Release for twenty-one (21) calendar days;

c. Has been advised by Comcast in writing to consult with an attorney before signing this General Release;

d. Understands that he or she may revoke this General Release within seven (7) calendar days after signing it as described in Paragraph 4(c) above; and

e. Has willingly executed this General Release knowingly and voluntarily without any duress, coercion or undue influence by Comcast, its representatives, or other persons.

IN WITNESS WHEREOF, the undersigned Parties have executed this General Release of All Claims on the date(s) specified below.

BY PLAINTIFF:

By:

Name: _____

Date: _____

FOR COMCAST CORPORATION

FOR COMCAST CABLE COMMUNICATIONS
MANAGEMENT, LLC

By:

By:

Title: _____

Title: _____