

EXHIBIT 1

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

JAMES BRAND, MARVIN COOPER)	
HAROLD GUNN, KEVIN JACKSON)	
MICHAEL DICKENS, ISIAH ELDER,)	
DONALD HART, SHANNON JORDAN,)	
SHERMAN PETERSON, CYRUS)	
ROBINSON, TIM WHARTON, and)	
TERRENCE RUSSELL)	
)	No. 11-cv-8471
On behalf of themselves)	
and a class of similarly situated)	Judge Matthew F. Kennelly
African American employees,)	
)	Magistrate Judge Young B. Kim
Plaintiffs,)	
)	
v.)	
)	
COMCAST CORPORATION, INC.,)	
)	
)	
Defendant.)	

CLASS ACTION SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 Subject to approval by the United States District Court for the Northern District of Illinois, this Settlement Agreement sets forth the full and final terms by which James Brand, Marvin Cooper, Michael Dickens, Isiah Elder, Donald Hart, Harold Gunn, Kevin Jackson, Shannon Jordan, Sherman Peterson, Cyrus Robinson, Terrence Russell, and Timothy Wharton (collectively “Named Plaintiffs”), on behalf of themselves and certain African-American current and former employees of Comcast Corporation (“Comcast”) in Chicago, Illinois, and Comcast, settle and resolve all claims that have been raised in the Litigation.

2. NATURE AND RESOLUTION OF THIS CASE

2.1 On November 28, 2011, the Named Plaintiffs filed a Class Action Complaint (the “Complaint”) in the United States District Court for the Northern District of Illinois asserting individual and class claims of race discrimination under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* (“Title VII”) and Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 against Comcast on behalf of African-American employees at Comcast’s facility located at 721 East 112th Street, Chicago, Illinois. The Named Plaintiffs filed a substantially similar Amended Complaint on August 15, 2012.

2.2 On July 5, 2014, the Court declined to certify pay and promotion classes. On July 17, 2014, the Court certified a class of African-American employees who worked at the 112th Street Facility under Rule 23(b)(3) of the Federal Rule of Civil Procedure (the “Class”), defined as follows:

All current and former African American employees at the Comcast 112th Street facility during the period January 1, 2005 to the present, excluding all other supervisors and managers of technicians and all supervisors and managers in the human resources department at the 112 Street facility, with the exception of Pamela Seals and Joseph Coney, who are included in the class. Any supervisor and manager who worked for Comcast as a non-exempt employee during the class period shall be included in the class solely in the employee's capacity as a non-exempt employee.

2.3 The Parties have conducted extensive discovery, investigation and preparation. The Parties engaged in extensive and comprehensive class and merits discovery for over four years, including taking approximately sixty depositions and the exchange of voluminous documents and data, including hundreds of separate databases, some of which were larger than 15 gigabytes. Class Counsel and Counsel for the Company recognize that, in the absence of an approved settlement, they would face uncertain prospects, including individual motions for summary judgment, trial, and appellate proceedings that would consume time and resources,

presenting each of them with ongoing litigation risks. Considering such risks and the benefits of settlement, the Parties have decided to settle the Litigation as provided herein. Class Counsel and the Named Plaintiffs believe that the settlement set forth in this Agreement serves the best interest of the Class Members based on all the facts and circumstances, including the risk of significant delay and an adverse decision on the merits, as it provides prompt relief for the Class. They further believe this Agreement to be fair, reasonable, and adequate with respect to the interests of the Named Plaintiffs and the Class Members and that this Agreement should be approved by the Court pursuant to Federal Rule of Civil Procedure 23.

2.4 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that exist between them and arising from or related to the Litigation.

2.5 It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of all Released Claims against all Released Parties and a dismissal of all pending actions covered by the Released Claims and the General Release of All Claims.

2.6 The Parties will request that this Court retain jurisdiction of this Litigation for a period of two years in order to enforce the terms of this Settlement Agreement.

2.7 Comcast denies all claims as to liability, wrongdoing, damages, penalties, interest, fees, injunctive relief, and all other forms of relief, as well as the class allegations and individual claims asserted in the Litigation. The Parties have agreed to resolve the Litigation via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, the Parties do not waive, but rather expressly reserve, all rights to challenge or prosecute any and all claims and allegations asserted by the Named Plaintiffs for themselves and on behalf

of the Class in the Litigation upon all procedural and substantive grounds, and to assert any and all other potential defenses or privileges. The Parties agree that the Parties retain and reserve these rights, and they agree not to take a position to the contrary. Additionally, neither the Agreement nor the settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties, 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 Released Parties, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

2.8 Neither this Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of this Agreement, shall constitute evidence with respect to any issue or dispute in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement.

3. GENERAL TERMS OF THE SETTLEMENT AGREEMENT

3.1 *Definitions.* The terms described below shall have the meanings defined in this Section wherever used in this Agreement and in all of its exhibits, including the Notice of Class Action Settlement.

(a) “Class Counsel” means the law firm of Noelle Brennan & Associates, Ltd. and the Edwin F. Mandel Legal Aid Clinic.

(b) “Class Members” are, collectively, all current and former African American employees at the 112th Street facility who worked at least one day between January 1, 2005 and the Preliminary Approval Date excluding all other supervisors and managers of

technicians and all supervisors and managers in the Human Resources Department at the 112th Street facility, with the exception of Pamela Seals and Joseph Coney.

(c) “Class Member Payments” means the payments made to Class Members pursuant to Paragraph 4.1(i) of this Agreement and the Plan of Allocation.

(d) “Class Monetary Awards Settlement Fund” means the monetary amount provided to Seaway National Bank, 645 E. 87th Street, Chicago, Illinois 60619, pursuant to Paragraph 4.3.

(e) “Claim Reviewer” means the entity selected by Class Counsel to review Claim Forms submitted by Class Members.

(f) “Comcast” means defendant Comcast Corporation.

(g) “Counsel for the Company” means Morgan, Lewis & Bockius LLP.

(h) “Court” means the United States District Court for the Northern District of Illinois.

(i) “Effective Date” means the date upon which all of the following have occurred: (1) entry of an order or orders by the Court granting final approval to the Agreement, approving the amount of attorneys’ fees and costs, and dismissing the Litigation with prejudice, with continuing jurisdiction limited to enforcing this Settlement Agreement; (2) the expiration of the period for Comcast to withdraw from the Agreement (*i.e.*, 30 days from the Settlement Administrator’s receipt of all timely and complete requests for exclusion submitted by a Class Member); and (3) the completion of the time for appeal and/or the resolution of any appeal that may be filed.

(j) “Final Approval Date” or “Final Approval” means the date of entry of the Final Approval Order for this Settlement.

(k) “Final Approval Order” means the Order entered by the Court following the Final Fairness Hearing granting final approval of the terms of this Agreement and approving the payment of attorneys’ fees, attorneys’ costs, and the Named Plaintiff Enhancement and Individual Claim Payments, as described in this Agreement.

(l) “General Release of All Claims” means the General Release of All Claims, attached hereto as **Exhibit A**.

(m) “Gross Settlement Payment” means the amount of Seven Million Two Hundred Ten Thousand Dollars and Zero Cents (\$7,210,000.00). 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 Enhancement Payments, Named Plaintiff Individual Claim Payments, and Class Member Payments. Notwithstanding the foregoing, the Company shall pay the employer’s portion of payroll taxes outside the Gross Settlement Payment, as provided in Paragraph 5.3.

(n) “Individual Monetary Award” means the award from the Net Settlement Fund for which each Class Member is eligible based upon the terms of this Agreement and the Plan of Allocation.

(o) “Litigation” means the matter of *Brand, et al. v. Comcast Corp.*, Case No. 11-cv-8471 (N.D. Ill.).

(p) “Named Plaintiffs” means, collectively, class representatives James Brand, Marvin Cooper, Michael Dickens, Isiah Elder, Donald Hart, Harold Gunn, Kevin Jackson, Shannon Jordan, Sherman Peterson, Cyrus Robinson, Terrence Russell, and Timothy Wharton.

(q) “Named Plaintiff Enhancement Payment” means the award paid from the Gross Settlement Payment in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) each (\$300,000.00 total) to the twelve (12) Named Plaintiffs for their service as class representatives.

(r) “Named Plaintiff Individual Claim Payment” means the award paid from the Gross Settlement Payment in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) each (\$300,000.00 total) to the twelve (12) Named Plaintiffs for release of their individual claims, provided each Named Plaintiff signs a General Release of All Claims.

(s) The “112th Street Facility” refers to Comcast’s facility located at 721 E. 112th Street, Chicago, Illinois.

(t) “Net Settlement Fund” means the Gross Settlement Payment less the Named Plaintiff Enhancement Payments, the Named Plaintiff Individual Claim Payments, and Court-approved attorneys’ fees and expenses.

(u) “Parties” means Plaintiffs and Comcast.

(v) “Plan of Allocation” means the allocation of the Net Settlement Fund to Class Members. The formula, which will compensate Class Members for non-economic emotional distress damages, will be based on the following factors: (a) length of employment; (b) dates of employment; (c) whether an individual complained of his terms and conditions of employment; (d) whether the individual was placed on a Performance Improvement Plan; and (e) the individual’s contribution to and participation in the prosecution of this litigation. All proposed final awards under the Plan of Allocation will be filed under seal for approval by the Court.

(w) “Preliminary Approval Order” means the Order entered by the Court preliminarily approving the terms of this Agreement which reflects that the Court concludes that the terms of the Settlement Agreement appear sufficiently fair, reasonable, and adequate to the Class as a whole to warrant notice to the Class, an opportunity for Class Members to object or opt out, and a Fairness Hearing to consider final approval of the Settlement Agreement and directing the mailing to the Settlement Class of the Notice of Class Action Settlement.

(x) “Preliminary Approval Date” means the date of entry of the Preliminary Approval Order.

(y) “Released Class Claims” means any and all claims, demands, causes of action, fees, and liabilities, which the Class Member ever had, now has, or may have against any of the Released Parties that were or could have been asserted based upon the hostile work environment claims in the Litigation, including any and all claims asserted in the original and subsequently amended complaints filed in the Litigation. This release does not include or cover any actions or omissions occurring after the Preliminary Approval Date as defined. Specifically included in this release are any and all hostile work environment claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, *et seq.* (“Title VII”), and 42 U.S.C. § 1981 (“Section 1981”), arising from any alleged conduct from January 1, 2005 through the date of Preliminary Approval. Furthermore, this Release includes all claims for monetary damages, injunctive, declaratory or equitable relief, and costs and attorneys’ fees, whether arising under Title VII, Section 1981, or under any other federal, state, local or common laws, or regulations arising out of the same transactions, series of connected transactions, occurrences, or nucleus of operative facts that form the basis of the hostile work environment claims that were or could have been asserted in the Litigation.

(z) “Released Parties” means Comcast Corporation and all of its past, present, and future parents, subsidiaries, corporate affiliates, successors and predecessors, and each of its past, present and future directors, officers, employees, insurers, lawyers and benefit plans, and agents.

(aa) “Settlement Administrator” means First Class, Inc., 5410 W. Roosevelt Road, Suite 222, Chicago, Illinois 60644. The Settlement Administrator shall be assigned such settlement administration tasks as described in this Settlement Agreement. Reasonable fees and expenses of the Settlement Administrator shall be paid first by any interest earned on the Settlement Fund with any remaining fees and expenses being paid from the Court’s award of fees and costs to Class Counsel.

(bb) “Settlement Agreement” or “Agreement” means this Agreement and all exhibits attached to it.

(cc) “Settlement Class” means those Class Members who do not timely opt out of the Agreement pursuant to the terms of the Preliminary Approval Order.

(dd) “Final Fairness Hearing” means the special hearing before the Court that occurs after the Preliminary Approval date and before entry of the Final Approval Order to determine whether the proposed settlement is fair.

4. MONETARY RELIEF

4.1 *The Gross Settlement Payment.*

(a) Comcast shall pay Seven Million Two Hundred Ten Thousand Dollars and Zero Cents (\$7,210,000.00) to settle and satisfy the claims in the Litigation. The Gross Settlement Payment shall be divided as follows provided the Court finally approves the Settlement:

i. a total gross amount of Three Million Six Hundred and Ten Thousand Dollars and Zero Cents (\$3,610,000.00) allocated for the payment of all individual monetary awards to the Class Members, as described in more detail in Paragraph 5.2;

ii. a total gross amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) allocated for Named Plaintiff Enhancement Payments, as described in more detail in Paragraph 7.1;

iii. a total gross amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) allocated for Named Plaintiff Individual Claim Payments, as described in more detail in Paragraph 5.1;

iv. a total gross amount, up to a maximum of Three Million Dollars and Zero Cents (\$3,000,000.00) in a specific amount to be determined by the Court, allocated to pay Class Counsel's attorneys' fees and costs, which include attorneys' fees in connection with seeking Court approval of the Settlement, overseeing the claims process, and monitoring the Settlement Agreement and any costs accrued by the Claims Reviewer and the Settlement Administrator that exceeds any interest earned on the Gross Settlement Payment.

(b) In addition to the Gross Settlement Payment, Comcast shall pay the employer's share of applicable employer payroll taxes or contributions.

4.2 Under no circumstance will Comcast's settlement obligation, other than Comcast's share of employer payroll taxes, exceed the Gross Settlement Payment.

4.3 *The Class Monetary Awards Settlement Fund.*

(a) No later than twenty-one (21) days after the Effective Date, Comcast shall deliver to Seaway National Bank by wire transfer a sum of money equal to the Gross Settlement Payment plus Comcast's projected share of payroll taxes, as determined by the Settlement Administrator (the "Class Monetary Awards Settlement Fund"), into an interest bearing account. Any interest earnings shall be used to pay taxes imposed on the Class Settlement Account and for administrative expenses related to the distribution of the Settlement Fund to the Named Plaintiffs and the Settlement Class Members.

(b) The Class Settlement Account will be an irrevocable trust under Illinois law and will constitute a qualified settlement fund pursuant to Internal Revenue Code Section 1.468B-1. It shall be administered by the Settlement Administrator and Class Counsel under the Court's supervision and in accordance with this Agreement. Upon the opening of this account, Comcast shall execute an election statement provided by the Settlement Administrator, which shall be affixed to the initial tax return of the qualified settlement fund in order to establish the start date of the qualified settlement fund. The qualified settlement fund will be created, managed, and disbursed by the Settlement Administrator under the supervision of Class Counsel and pursuant to Court order. Comcast will have no responsibilities or liabilities with respect to the administration of the qualified settlement fund account, including any distribution therefrom and the reporting for such distribution.

(c) Upon wiring the Class Monetary Awards Settlement Fund amount, subject to the requirements of this Paragraph 4.3, Comcast will have no further monetary obligation

pursuant to this Settlement and Comcast shall have no further responsibility or obligation to make any additional payments pursuant to this Settlement, including with respect to attorneys' fees and costs.

4.4 The Settlement Administrator shall distribute the Class Monetary Awards Settlement Fund pursuant to the provisions described below. Such distribution shall occur on the time schedule described herein and pursuant to the orders of the Court.

5. **ALLOCATION AND DISTRIBUTION OF INDIVIDUAL MONETARY AWARDS TO CLASS MEMBERS**

5.1 *Named Plaintiff Individual Claim Payment.*

(a) In exchange for signing the General Release of All Claims, each Named Plaintiff will receive a Named Plaintiff Individual Claim Payment in the gross amount of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00).

(b) Fifty percent (50%) of the Named Plaintiff Individual Claim Payment 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 IRS Form W-2 shall be issued to each Named Plaintiff. The remaining fifty percent (50%) of the Named Plaintiff Individual Claim Payment shall be deemed payment in settlement for claims of non-wage emotional distress damages and will be paid subject to an IRS Form 1099. Those Named 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 Named Plaintiff on a IRS Form W-2 and such other state or local tax reporting forms as may be required by law. Those Named Plaintiff Payments allocated to 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 Named Plaintiff on a IRS Form 1099 and such other state or local tax reporting forms as may be required by law.

5.2 *Plan of Allocation to Class Members.*

(a) **Claims Filing Procedures for Settlement of Claims of Class Members and Named Plaintiffs.** Within forty (40) days after Preliminary Approval of the Settlement Agreement, the Settlement Administrator shall mail a Claim Form and a Class Member Release to all Class Members. Class Members shall be entitled to submit their claims to the Settlement Administrator, under penalty of perjury, in accordance with the procedures set forth on the Claim Form, attached as **Exhibit B**.

(b) In order to receive an award from the Class Claims Portions, a Class Member's Claim Form must be received by the Settlement Administrator on or before August 1, 2016. Claim Forms received after that date shall not be eligible, unless the Court determines that the reason for a late submission constitutes excusable neglect.

(c) The Settlement Administrator will include with the Claim Form a Release for Class Members, in the form of **Exhibit C**. In order to be eligible for any award, Class Members must submit with their Claim Form a signed Class Release and a complete IRS Form W-9. The Settlement Administrator shall promptly forward all Claim Forms to the Claim Reviewer and Class Counsel.

(d) The Claim Reviewer shall then review and evaluate all Claim Forms and recommend monetary awards from the Class Claims Portion of the Settlement Fund no later than November 1, 2016. Class Counsel shall thereafter file with the Court under seal the recommended

Class Awards. Upon approval of the award amounts by the Court, the Settlement Administrator shall distribute the approved awards to each eligible Class Member.

(e) **Distribution Formula.** In an effort to promote both fairness and efficiency, Class Counsel has proposed a Claim Form Formula, filed under seal as **Exhibit D**, to be applied to each Claim Form. If the Court approves the Claim Form Formula, each Claim Form will be awarded points after review and after any necessary verification. The Claim Reviewer may in his/her discretion verify certain information provided on the Claim Form with information provided by Class Counsel and Comcast.

(f) The point system shall be applied uniformly, will not be discretionary after Court approval, and may be amended only by Court Order. The distribution formula, which will compensate Class Members for non-economic emotional distress damages, will be based on the following factors: (a) length of employment; (b) dates of employment; (c) whether an individual complained of his or her terms and conditions of employment; (d) whether the individual was placed on a Performance Improvement Plan; and (e) the individual's contribution to and participation in the prosecution of this litigation. The total points awarded to all eligible Class Members will be aggregated, and each Class Member's proportionate share of the total points will be determined. Each eligible Class Members shall then be allocated a commensurate proportion of the Net Settlement Fund.

(g) Individual Monetary Awards to Class Members will be deemed non-wage income representing alleged emotional distress damages and will be reported as non-wage income to the appropriate tax authorities on an IRS Form 1099 issued to each Class Member. In the event that it is subsequently determined by a tax authority that any Class Member owes any additional taxes with respect to any money distributed under this Agreement, it is expressly

agreed that the determination of any tax liability is between the Class Member(s) and the tax authorities, and that Comcast will not be responsible for the payment of such taxes, including any interest and penalties. The Class Member agrees to indemnify Comcast for any such taxes, interest, and penalties owed by him or her. No payments made to Class Members in this Agreement will be considered wages for purposes of calculating, or recalculating, benefits provided by Comcast under the terms or conditions of any employee benefit plan.

(h) Each Class Member'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.

(i) All proposed final awards to Class Members shall be filed under seal for approval by the Court.

5.3 *Withholding and Reporting.*

(a) The "employee's share" of any and all payroll taxes shall be taken from the Gross Settlement Payment. Comcast shall pay the "employer's share" of any and all payroll taxes in addition to the Gross Settlement Payment. Other than as set forth above, the Settlement Administrator will not take 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, from the payments to each Named Plaintiff. The parties agree that 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 Named Plaintiffs and/or Class Members 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 Released Parties. Other than the withholding and reporting requirements set forth in this Paragraph 5.1, Named Plaintiffs and

Class Members 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 Section IV of this Agreement.

(b) Comcast and Class Counsel shall provide the Settlement Administrator with the information the Settlement Administrator deems necessary to enable it to distribute the Gross 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 Class Members. 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 Released Parties. Comcast makes no representations, and it is understood and agreed that Comcast has made no representations, as to the taxability to any Named Plaintiff of any Plaintiff Payment or any portions of the Individual Monetary Award.

5.4 *Settlement Checks and Release.*

The face of each check sent to Class Members shall clearly state that the check must be cashed within ninety (90) days. All payments distributed by the Settlement Administrator shall be accompanied by a cover letter stating words in bold to the effect that “the check must be cashed within ninety days (90) or it will become void.” Except for Comcast’s share of payroll taxes, Class Members will be responsible for any tax liability, penalties, and interest arising from the allocation of the Settlement Fund.

6. PROGRAMMATIC RELIEF

6.1 Apart from the Programmatic Relief discussed below, since Plaintiffs brought their Charges and this lawsuit, Comcast has implemented changes that have addressed issues raised by the Plaintiffs, such as the renovation of the 112th Street facility, the elimination of the previously used Performance Improvement Plan (PIP), and the redesign of Comcast's equipment distribution procedures governing facilities in the Greater Chicago Region, including the 112th Street Facility. Additionally, in 2010, Comcast introduced "Comcast Listens" which allows employees to submit complaints or other issues through the telephone or a web portal.

6.2 The programmatic terms of this Agreement shall be as follows:

(a) Comcast agrees that, in addition to using Comcast Listens, Plaintiffs can raise their complaints directly to Comcast's Central Division Vice-President of Human Resources. The contact information for the Central Division Vice-President of Human Resources is as follows: Douglas Pelletiere, 600 Galleria Parkway, Suite 1100, Atlanta, GA 30339, douglas_pelletiere@cable.comcast.com.

(b) Comcast agrees to provide at least a one-time training to supervisors and managers at the 112th Street Facility regarding the handling of discrimination complaints within twelve (12) months after the Effective Date of this Agreement. The precise timing, content, and form of the training will be determined by Comcast.

(c) Comcast will make available to its employees at the 112th Street Facility information regarding advancement through the Functional, Proficient and Advanced ("FPA") program, training opportunities and promotion opportunities. Comcast will determine how best to communicate that information effectively.

(d) Comcast will attest to the Court, prior to the expiration of the Court's jurisdiction that it complied with paragraphs 6.2(a) through (c).

7. **ATTORNEYS' FEES, LITIGATION COSTS, CLAIMS ADMINISTRATION COSTS, AND ENHANCEMENT PAYMENTS**

7.1 As set forth above, subject to Court approval, the Settlement Administrator will pay, from the Class Monetary Awards Settlement Fund to each of the Named Plaintiffs, a Court-approved Named Plaintiff Enhancement Payment in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The Named Plaintiff Enhancement Payment must be approved by the Court. The Settlement Administrator will pay the aforementioned payments within fourteen (14) days after the Class Monetary Awards Settlement Fund has been funded as provided in Paragraph 4.3(a) of this Agreement.

7.2 Pursuant to Fed. R. Civ. P. 23(h), Class Counsel shall make a motion for reasonable attorneys' fees and costs incurred by Class Counsel, including the fees and costs in connection with seeking Court approval of the Settlement, the claims process, and monitoring the Settlement Agreement pursuant to the amount described in Paragraphs 4.1(iv) and 8.1. Within fourteen (14) days after the Class Monetary Awards Settlement Fund has been funded as provided in Paragraph 4.3(a) of this Agreement, the Settlement Administrator will pay from the Class Monetary Awards Settlement Fund any Class Counsel attorneys' fees up to Three Million Dollars and Zero Cents (\$3,000,000.00), or such lesser amount ordered by the Court. Prior to the payment of attorneys' fees and costs, Class Counsel will provide the Settlement Administrator with Tax Payer Identification Numbers for Class Counsel and executed Form W-9s. Form 1099s shall be provided to Class Counsel for the payments made to Class Counsel.

7.3 To the extent the Court disallows, disapproves, or reduces the award of attorneys' fees and costs requested by Class Counsel and/or the Named Plaintiff Enhancement Payments to Named Plaintiffs, the settlement will proceed, and this Agreement will be modified to reflect the amounts approved by the Court. Any amounts allocated as attorneys' fees and costs and/or

Enhancement Payments under this Agreement but not approved by the Court shall be allocated to the Net Settlement Fund, as defined in Paragraph 3.1(t).

8. DUTIES OF THE SETTLEMENT ADMINISTRATOR, NOTICE, OBJECTIONS, EXCLUSIONS, AND SETTLEMENT HEARING

8.1 Settlement Administrator's Duties.

The Settlement Administrator shall (1) mail the Notice of Class Action Settlement (the "Notice") to Class Members; (2) mail Claim Forms and Class Member Releases to Class Members; (3) receive completed Claim Forms and Class Member Releases; (4) seek additional information from Class Members or Class Counsel, when appropriate; (5) receive awards information from Class Counsel and distribute awards to Class Members; (6) mail checks to Class Members and Class Counsel; and (7) any other duties necessary to carry out its responsibilities described in this Agreement.

8.2 Notice.

(a) Within twenty (20) business days after the Preliminary Approval Date, Comcast shall provide to the Settlement Administrator a list of all Class Members, including name, employee ID, job title, last-known address, and last-known telephone number. Comcast will provide this information in a format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will maintain this list in the strictest confidence and shall not disclose it to anyone except Class Counsel, who may use it only for purposes of administering this Settlement.

(b) No later than twenty (20) business days after the date that Defendant provides the list of all Class Members described in Paragraph 8.2(a), the Settlement Administrator shall mail the Notice in substantively the form attached hereto as **Exhibit E**, and

as approved by the Court, to Class Members by United States first-class mail postage prepaid. The Parties intend to provide actual notice to each Class Member to the extent practicable.

(c) Along with the Notice of Class Action Settlement, the Settlement Administrator shall mail to each Class Member the Opt Out Form (attached hereto as **Exhibit F**), the Claim Form (attached hereto as **Exhibit B**), the appropriate Release (attached as **Exhibits A, and C**), and an IRS Form W-9.

(d) In order to provide the best notice practicable, the Settlement Administrator will do the following before mailing the Notice: (1) run the list of all Class Members through the United States Postal Service's National Change of Address database ("NCOA"); and (2) perform address searches using public and proprietary electronic resources which collect their data from various sources such as utility records, property tax records, motor vehicle registration records (where allowed), and credit bureaus.

(e) If envelopes from the mailing of the Notice of Class Action Settlement and other documents are returned with forwarding addresses, the Settlement Administrator will re-mail the Notice to the new address within three (3) business days.

(f) Class Counsel shall provide the Court, at least five (5) calendar days prior to the Settlement Hearing, a declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Notice of Class Action Settlement and other forms to Class Members.

(g) In the event that a Notice of Class Action Settlement is returned to the Settlement Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Settlement Administrator shall perform a standard skip trace in an effort to attempt to ascertain the current address of the

particular Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Notice within three (3) business days of receiving the newly ascertained address. If no updated address is obtained for that Class Member, the Notice of Class Action Settlement shall be sent again to the Class Member's last known address. In either event, the Notice of Class Action Settlement shall be deemed received once it is mailed for the second time unless the Proposed Class Member can demonstrate good reason why he or she did not receive it.

(h) With respect to envelopes marked "Return to Sender," the Settlement Administrator may also call any identified last-known telephone numbers (and telephone numbers updated through public and proprietary databases) of Class Members to obtain their current addresses.

(i) The Settlement Administrator shall provide to Counsel for Comcast and Class Counsel, at least ten (10) business days prior to the Settlement Hearing, a list of Class Members to whom notices were returned as undeliverable and for whom efforts to obtain an alternative address failed.

8.3 *Objections.*

Class Member objections to this Settlement Agreement must be submitted in writing and must include a detailed description of the basis of the objection. Objections must be filed with the Court, with copies served on the Settlement Administrator, Class Counsel, and Counsel for Comcast, within thirty (30) days after the Notice is mailed by the Settlement Administrator. The postmark date of the objection shall be the exclusive means for determining that an objection is timely. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection

(whether by appeal or otherwise) to the Settlement Agreement. No one may appear at the Settlement Hearing for the purpose of objecting to the Settlement Agreement without first having filed and served his or her objection(s) in writing within thirty (30) days after the Notice was mailed to Class Members. Any lawyer representing a Class Member for the purpose of making objections must also file a Notice of Appearance with the Court by the objection deadline and must also serve copies by mail to Counsel for the Parties.

8.4 *Exclusions.*

(a) The Named Plaintiffs have agreed to the terms of this Settlement and may not exclude themselves from, or opt out of, the Settlement. However, Class Members, other than the Named Plaintiffs, may exclude themselves from, or opt out, of the Settlement by following the procedures listed in this Section 8.4.

(b) Any Class Member who wants to opt out of the Settlement Class may file a timely request for exclusion pursuant to the provisions described in the Notice of Class Action Settlement. Such written request for exclusion must contain the name, address, and telephone number of the person requesting exclusion, as described in the Opt Out Form (*see Exhibit F*). The opt-out request must be personally signed by the Class Member who seeks to opt out. No opt-out request may be made on behalf of a group of Class Members. The request for exclusion must contain the statements described in the Notice of Class Action Settlement and must be sent by mail or courier to the Settlement Administrator so that it is actually postmarked (or received, if by courier) within thirty (30) calendar days after Notice was mailed by the Settlement Administrator. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a request for exclusion (opt-out) has been timely submitted. Any person who timely submits such a request for exclusion shall be barred from participation in the Settlement

and shall receive no benefit from the Settlement. The Settlement Administrator shall provide Class Counsel and Counsel for Comcast with a copy of all opt-out statements on a weekly basis.

(c) Class Counsel shall file with the Court all timely opt-out statements. The Settlement Class will not include those individuals who file and serve a timely opt-out statement, and individuals who opt out are not entitled to any monetary award under this Settlement Agreement.

8.5 *Settlement Hearing.*

Upon Preliminary Approval, the Court will set dates for Class Counsel to submit their petition for attorneys' fees and costs, and a date for the Fairness Hearing. The date will be set at the Court's convenience and about 90 days after the date of Preliminary Approval.

9. RELEASES

9.1 Every Class Member that does not opt out of the Settlement Agreement shall have knowingly and voluntarily waived, released, discharged, and dismissed the 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.

9.2 The Parties and Class Members acknowledge that the covenants and promises made by Comcast herein constitute adequate consideration in exchange for the Released Claims as defined in Paragraph 3.1(y) above.

9.3 The Named Plaintiffs acknowledge that the covenants and promises made by Comcast herein, including, but not limited, to Comcast's promise to pay the Named Plaintiff Enhancement Payments and the Named Plaintiff Individual Claim Payments, constitute adequate consideration in exchange for the General Release of All Claims.

9.4 Nothing in this Settlement Agreement or the General Release of All Claims shall be construed to bar any claims of Class Members or the Named Plaintiffs based on or arising out of events occurring after the date of the Preliminary Approval by the Court of the Settlement Agreement.

10. COMCAST'S RIGHT TO WITHDRAW OR MODIFY THE AGREEMENT

10.1 If a total of five percent (5%) or more of those Class Members who are eligible to opt out (*i.e.*, Class Members other than the Named Plaintiffs) submit timely and complete requests for exclusion pursuant to the provisions described in the Notice of Class Action Settlement, Comcast shall have the absolute right, in its sole discretion and notwithstanding any other provisions of this Agreement but subject to all the provisions and time limits of this Section, to withdraw in writing from this Agreement or to modify this Agreement through further negotiations with Class Counsel. If Comcast does withdraw in conformity with the provisions and time limits of this Section, the Agreement will be null and void for all purposes and may not be used or introduced in further litigation except to determine whether Comcast is entitled to withdraw from the Agreement and has validly done so. Comcast shall have thirty (30) days after the expiration of all Class Members' deadlines pursuant to the provisions described in the Notice of Class Action Settlement to withdraw from (or modify through negotiation) this Agreement on the basis that a total of five percent (5%) or more of eligible Class Members have submitted timely and complete requests for exclusion.

10.2 Each calendar week the Settlement Administrator shall notify Counsel for Comcast and Class Counsel by fax or email of the number of individuals who have to that date submitted timely and complete requests for exclusion pursuant to the provisions described in the Notice of Class Action Settlement and whether any of them are Named Plaintiffs, and at the

same time shall send to said Counsel by fax, email, or by overnight delivery copies of all the timely and complete requests for exclusion which Class Counsel has received.

11. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

11.1 Promptly upon execution of this Agreement, and in no event later than February 23, 2016, the Parties shall apply to the Court for the entry of a Preliminary Approval Order and an Order directing that Preliminary Notice of Settlement be sent to all Class Members.

11.2 In moving for the entry of the Preliminary Approval Order, the Parties will submit to the Court for its approval this Agreement and attachments, and supporting papers, which shall describe the terms of this settlement and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Agreement.

11.3 Within ten (10) business days following the filing of this Agreement with the Court, Comcast shall serve upon the appropriate State Official in which any Class Member resides, as determined by Comcast's records, a notice of the proposed Settlement in compliance with the requirements of CAFA, 28 U.S.C. § 1715.

11.4 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 February 23, 2016.

12. PARTIES' AUTHORITY

12.1 The signatories below represent that they are fully authorized to enter this Agreement, and Class Counsel represent that they have the authority to settle this matter on behalf of all Named Plaintiffs and Class Members.

12.2 The Parties and Named Plaintiffs 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.

12.3 The Parties and Named Plaintiffs acknowledge that they are participating voluntarily and knowingly in exchange for the consideration described herein.

13. MUTUAL AND FULL COOPERATION

13.1 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.

14. NOTICES

14.1 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 Class:

Noelle Brennan
Noelle Brennan & Associates Ltd.
20 South Clark Street, Suite 1530
Chicago, IL 60603

To Comcast:

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

15. MODIFICATION

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

16. ENTIRE AGREEMENT AND SEVERABILITY

16.1 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.

16.2 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, 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.

17. CHOICE OF LAW/JURISDICTION

17.1 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. Any breach of contract claim concerning this Agreement shall be brought in the United States District Court for the Northern District of Illinois, and the Parties shall request that the Court assign the matter to Judge Kennelly. 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.

17.2 Following entry of the Final Approval Order, the parties will propose that the Court retain jurisdiction to enforce this Agreement for a period of two (2) years. However, should the Court approve the settlement but decline (or modify) the parties' invitation to retain jurisdiction, the Parties agree that these actions shall not invalidate the remainder of the Agreement.

18. COUNTERPARTS

18.1 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.

19. CONFIDENTIALITY AND PUBLIC COMMENT

19.1 The parties will not discuss the Litigation or settlement with the press, on any

website, social media, or any other media outlet, or generally with any member of the public, other than through negotiated and mutually-approved press releases/public comments, attached hereto as **Exhibits G** and **H**, respectively. Subject to Comcast approval, nothing herein prevents Class Counsel from noting the existence of and settlement of this Litigation and posting the mutually approved press releases/public comments on Class Counsel's websites.

19.2 Except as provided in this Section 19, each Named Plaintiff and Class Counsel shall keep strictly confidential 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, any of the discussions leading up to this Agreement. Moreover, each Named Plaintiff and Class Counsel will not publicize or disclose 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, except as described in 19.1 above. Notwithstanding the foregoing, (a) each Named Plaintiff and Class 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; and (b) Class Counsel may disclose the existence of this Agreement and information concerning this Agreement to Class Members in connection with effectuating the terms of this Agreement.

19.3 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 Named Plaintiff or Class 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.

19.4 To the extent permitted by law, with respect to any such disclosure pursuant to the foregoing sentence, each Named 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.

19.5 If Named Plaintiffs or Class Counsel violate the confidentiality provision set forth in this Section 19 of the Agreement prior to the Court's issuing its Preliminary Approval Order, Comcast may, with notice to Class 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). If Comcast exercises this right under these circumstances, the following shall apply: (i) 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; (ii) the negotiations leading to the settlement set forth in this Agreement will not be used as evidence for any purpose; and (iii) the Parties shall retain the right to prosecute or 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.

20. VOIDING THE AGREEMENT

20.1 In the event this Agreement, or any amended version agreed upon by the Parties, does not obtain judicial approval for any reason (except for a modification of the attorneys' fees and costs and/or the Service Awards, as set forth in this Agreement), then this Agreement shall be null and void in its entirety (except for those provisions relating to non-admissibility and non-

admission of liability), unless expressly agreed in writing by all Parties, the following shall apply: (i) 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; (ii) the negotiations leading to the settlement set forth in this Agreement will not be used as evidence for any purpose; and (iii) the Parties shall retain the right to prosecute or challenge all claims and allegations, to assert all applicable defenses, and to support or dispute the propriety of class action certification or trial on all applicable grounds.

20.2 In the event this Agreement becomes null and void for any reason, the Parties will proceed as follows:

(a) The Parties agree that they shall from the date that judicial approval is denied, and going forward, keep strictly confidential the terms of the Agreement, the existence of the Agreement, any information concerning the Agreement, or any of the discussions and or negotiations regarding the Agreement.

(b) The Litigation will resume unless the Parties jointly agree to: (i) seek reconsideration or appellate review of the applicable decision denying judicial approval, or (ii) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement. During such time, the Parties agree to maintain the confidentiality of this Agreement to the fullest extent permitted by law and previous settlement discussions.

(c) In the event any reconsideration and/or appellate review is sought and thereafter denied, or the parties do not renegotiate the settlement and obtain Court approval of the renegotiated settlement, the Parties shall have no further rights or obligations under this Agreement.

(d) If Final Approval never occurs, the Parties will retain all rights and defenses in the Litigation, including without limitation Comcast's right to contest whether this Litigation should have been certified as a class action and to contest the merits of the claims being asserted by Named Plaintiffs in the Litigation. All negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible and remain confidential to the fullest extent permitted by law.

(e) Notwithstanding the foregoing, if any order entered in this Litigation results in materially modifying, setting aside, or vacating any portion of the Agreement, with the exception of any modification of the amount of attorneys' fees and costs to be paid to Class Counsel or the amount of the Enhancement Payments to be paid to the Named Plaintiffs, each party adversely impacted by the order shall have the absolute right, at its sole discretion, to treat such order as an event permanently preventing judicial approval. To exercise this right, the party must inform the other party, in writing, of its exercise of this right within fourteen (14) days of receiving notice of any order modifying, setting aside, or vacating any portion of this Agreement. Before either party elects to exercise its right to treat such order as an event permanently preventing judicial approval, that party must meet and confer in good faith with the other party to determine if an agreement can be reached modifying this settlement to the mutual satisfaction of the Parties.

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

APPROVED BY COUNSEL:

Dated: February 23, 2016

NOELLE BRENNAN & ASSOCIATES, LTD.

By: */s/ Noelle Brennan*

Noelle Brennan
20 South Clark Street, Suite 1530
Chicago, IL 60603
nbrennan@nbrennan-associates.com

Dated: February 23, 2016

MANDEL LEGAL AID CLINIC

By: */s/ Randall Schmidt*

Randall Schmidt
University of Chicago School of Law
6020 South University Avenue
Chicago, IL 60637
randall_schmidt@law.uchicago.edu

Counsel for Plaintiffs

Dated: February 23, 2016

MORGAN, LEWIS & BOCKIUS LLP

By: */s/ Sari M. Alamuddin*

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


Counsel for Comcast

APPROVED BY THE NAMED PLAINTIFFS:

Dated: 2-21, 2016


James Brand


Dated: 2-21, 2016


Marvin Cooper

Dated: 2-21, 2016


Michael Dickens

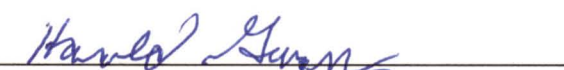
Dated: 2-21-16, 2016


Isiah Elder

Dated: 2-21-2016, 2016


Donald Hart

Dated: 2-21, 2016


Harold Gunn

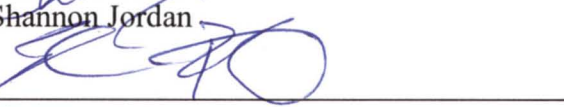
Dated: 2-21, 2016


Kevin Jackson


Dated: 2-21, 2016


Shannon Jordan

Dated: 2-21, 2016


Sherman Peterson

Dated: 2-21, 2016


Cyrus Robinson

Dated: _____, 2016

Terrence Russell

Dated: _____, 2016

Timothy Wharton

APPROVED BY THE NAMED PLAINTIFFS:

Dated: _____, 2016

James Brand

Dated: _____, 2016

Marvin Cooper

Dated: _____, 2016

Michael Dickens

Dated: _____, 2016

Isiah Elder

Dated: _____, 2016

Donald Hart

Dated: _____, 2016

Harold Gunn

Dated: _____, 2016

Kevin Jackson

Dated: _____, 2016

Shannon Jordan

Dated: _____, 2016

Sherman Peterson

Dated: _____, 2016

Cyrus Robinson

Dated: 2-22, 2016

T Russell

Terrence Russell

Dated: _____, 2016

Timothy Wharton

APPROVED BY THE NAMED PLAINTIFFS:

Dated: _____, 2016

James Brand

Dated: _____, 2016

Marvin Cooper

Dated: _____, 2016

Michael Dickens

Dated: _____, 2016

Isiah Elder

Dated: _____, 2016

Donald Hart

Dated: _____, 2016

Harold Gunn

Dated: _____, 2016

Kevin Jackson

Dated: _____, 2016

Shannon Jordan

Dated: _____, 2016

Sherman Peterson

Dated: _____, 2016

Cyrus Robinson

Dated: _____, 2016

Terrence Russell

Dated: FEB 22, 2016



Timothy Wharton