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8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11

12 SHAWN BLOUIN, individually and on
behalf of other persons similarly situated,
13 Plaintiff,
14 vs.
15 COMCAST CORP. and DOES 1-50,
16 Defendants.
17

Case No. 3:08-CV-04787-MEJ
CLASS ACTION

**DECLARATION OF H. SCOTT
LEVIANT IN SUPPORT OF
PLAINTIFF'S MOTION FOR
AWARD OF CLASS
REPRESENTATIVE
ENHANCEMENT, ATTORNEY'S
FEES, AND COSTS**

Date: July 14, 2011
Time: 10:00 a.m.
Place: Courtroom B

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DECLARATION OF H. SCOTT LEVIANT

I, H. Scott Leviant, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am employed as a Senior Associate at the law firm of Spiro Moss LLP. My business address is 11377 Olympic Boulevard, 5th Floor, Los Angeles, California 90064 and my business telephone number is (310) 235-2468. I am counsel of record for Plaintiff in this matter.

3. This Declaration is submitted in support of Plaintiff’s Motion for Award of Class Representative Enhancement, Attorney’s Fees, and Costs.

BACKGROUND

4. Named Plaintiff Shawn Blouin (“Plaintiff”) filed the present class action on September 17, 2008 in Alameda County Superior Court against Defendant.

5. The Complaint alleged that Defendant failed to pay overtime and minimum wages to hourly-paid employees in Defendant’s California call centers, failed to provide accurate wage statements, and violated California’s Unfair Competition Act due to Defendant’s failure to pay wages.

6. Defendant removed the Action to the United States District Court for

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1 the Northern District of California on October 17, 2008 pursuant to 28 U.S.C.
2 §1332(d), 1441, 1446, and 1453 based on jurisdiction pursuant to the Class Action
3 Fairness Act of 2005. On November 7, 2008, the Alameda County State Court held
4 a Complex Determination Hearing, and this Action was deemed complex in state
5 court pursuant to California Rule of Court 3.400 et seq.

6 7. On January 15, 2009, the Parties filed a Joint Case Management
7 Conference Statement and Stipulation Selecting ADR Process. The Parties agreed
8 to private mediation after sufficient pre-certification discovery was completed. On
9 January 16, 2009, the Court issued a Case Management Order setting discovery,
10 certification, and trial related deadlines. On April 29, 2009, the Parties filed a
11 Stipulated Protective Order.

12 8. Having agreed to private mediation and anticipating that the exchange
13 of informal discovery would consume time and resources, the Parties filed a
14 Stipulation and Proposed Order Modifying Deadlines on June 29, 2009 and
15 September 24, 2009.

16 9. Prior to the first mediation session, Plaintiff served initial disclosures,
17 propounded two sets of interrogatories, propounded requests for production of
18 documents, responded to Defendant’s interrogatories and requests for production of
19 documents, and received over one thousand pages of documents related to
20 Plaintiff’s allegation.

21 10. On December 16, 2009, the Parties participated in a private mediation
22 with the experience of the well-known mediator Mark Rudy. However, the Parties
23 did not reach a settlement. On December 28, 2009, by stipulation, the Court
24 ordered a continuance of deadlines for expert discovery and the class certification
25 briefing schedule.

26 11. After the first mediation session did not result in a settlement, both
27 Parties proceeded with litigating the action. Plaintiff propounded another set of
28 interrogatories and requests for production of documents. Defendant also

1 propounded another set of requests for production of documents. On January 29,
2 2010, Defendant took the deposition of Plaintiff. In February 2010, Plaintiff took
3 the depositions of Defendant's Advanced Services Supervisor and Payroll
4 Representative.

5 12. In preparation for a second private mediation session, there was a
6 review of policy documents related to payment of wages, overtime pay,
7 timekeeping, and instructions and guidelines regarding Defendant's different
8 timekeeping software programs. Plaintiff's time records and pay records, time
9 records and logs for a sample of putative class members, average hourly pay rates
10 for class members, number of employees, number of shifts, and full-time-
11 equivalents for the class period were also reviewed in preparation for the
12 mediation.

13 13. Accordingly, I believe Plaintiff was sufficiently familiar with the facts
14 of this case to negotiate an informed settlement, and the Parties have agreed to an
15 arms-length Settlement pursuant to the terms set forth in the Settlement Agreement.
16 The Parties also recognize that the issues presented in the Action are likely only to
17 be resolved with extensive and costly pretrial proceedings and have taken into
18 account the risks and uncertainties inherent in any litigation.

19 14. On June 8, 2010, the Parties participated in a second private mediation
20 with mediator Mark Rudy. As a result of this second mediation and a subsequent
21 mediator's proposal, the Parties came to agreement on all material terms for the
22 settlement of class-wide claims in this action.

23 15. On August 4, 2010, Plaintiff provided written notice, by certified mail,
24 to the California Labor and Workforce Development Agency ("LWDA") and
25 Defendant, through their counsel, containing facts and theories underlying the
26 specific provisions of the California Labor Code that Plaintiff alleges were in
27 violation. By letter, dated August 30, 2010, the LWDA notified Plaintiff that it did
28 not intend to investigate the alleged violations. Therefore, Plaintiff may commence

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1 a civil action pursuant to section 2699.

2 16. In January 2011, the Parties filed a Stipulation to File First Amended
3 Complaint. Plaintiff’s First Amended Complaint added claims for additional relief
4 under the California Labor Code Private Attorneys General Act, California Labor
5 Code sections 2698 *et seq.*, and the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et*
6 *seq.* These additional claims are based on the same underlying facts as those
7 alleged in the initial complaint. The Court approved the filing of that First
8 Amended Complaint.

9
10 SUMMARY OF THE SETTLEMENT TERMS

11 17. The full terms of the settlement are set forth in the Settlement
12 Agreement. For the convenience of the Court, the primary material terms are
13 summarized as follows:

- 14 (a) The Settlement Class is: All individuals employed in the
15 position of Customer Account Executive at Comcast call centers
16 in the State of California at any time between September 17,
17 2004 through August 1, 2010. (Stipulation, ¶ VI.1.1.5 and
18 VI.1.11)
- 19 (b) Defendant will pay up to \$1,750,000 (“Maximum Settlement
20 Amount”). (Stipulation, ¶ VI.1.18)
- 21 (c) The Administrative Costs are estimated to include: (a) Claims
22 Administrator Costs of \$68,000, (b) Class Counsel fees of
23 \$437,500 (25% of the Maximum Settlement Amount), (c) Class
24 Counsel costs of \$25,000, (d) Class Representative
25 Enhancement Payment of \$10,000, and (e) California Labor and
26 Workforce Development Agency of \$17,500. (Stipulation, ¶
27 VI.1.1.1)

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1 (d) Class Counsel will not seek an amount greater than 25% of the
2 Maximum Settlement Payment for attorneys' fees. (Stipulation,
3 ¶ VI.2.2.14.1)

4 (e) Class members who submit valid Claim Forms no more than 45
5 days after mailing of the Class Notice will receive a pro-rata
6 share based on their workweeks during the Class Period from
7 the funds remaining after Administrative Costs are subtracted
8 from the Maximum Settlement Amount. (Stipulation, ¶
9 VI.2.2.4.1)

10 (f) Plaintiff will a First Amended Complaint prior to filing this
11 Motion to add claims for relief under the California Labor Code
12 Private Attorneys General Act and the Fair Labor Standards Act.
13 (Stipulation, ¶ VI.2.2.2) The Court granted leave to file the First
14 Amended Complaint on January 25, 2011.

15
16 BY GRANTING PRELIMINARY APPROVAL, THE COURT HAS
17 PRELIMINARILY DETERMINED THAT THE SETTLEMENT IS FAIR, JUST
18 AND REASONABLE

19 18. Plaintiff and his counsel have diligently investigated the claims of the
20 Class Members. Plaintiff and Class Counsel concluded, after taking into account
21 the disputed factual and legal issues involved in this Action, the substantial risks
22 attending further prosecution, including risks related to the outcome of a contested
23 motion for class certification, and the substantial benefits to be received pursuant to
24 the compromise and settlement of the Action as set forth in the Agreement, that
25 settlement on the terms agreed to are in the best interest of Plaintiff and the Class
26 and are fair and reasonable. Plaintiff's counsel brought to bear a great deal of
27 experience in negotiating the settlement of this case.

28 19. We conducted extensive internal and formal investigations regarding

1 this Action. I am aware that a former associate at Spiro Moss interviewed Class
2 Members and I am aware of the results of his investigations. We also conducted
3 extensive investigations for the preparation of objections and responses to formal
4 discovery and prosecution and defense of the case, which included reviewing
5 documents relating to Defendant's compensation policies and procedures,
6 employee handbooks, job descriptions and other corporate policies and procedures
7 relevant to the issues herein. Finally, Defendant has produced, and Class Counsel
8 has analyzed, shift data and time records of the Class Members.

9 20. One fundamental purpose of the class action device is to promote
10 efficiency. Resolution at this time will forestall the need for additional expensive
11 and time-consuming litigation that could very well result in an outcome comparable
12 to that proposed under this settlement. This settlement is therefore objectively
13 reasonable. The potential for prompt resolution benefits the class members, since
14 they do not have to wait additional years for a similar recovery. The efficiency of
15 this litigation benefits the Court, the parties and their counsel. But this result would
16 not have been possible were it not for the reputation that Plaintiff's counsel has
17 developed over decades of employment law litigation. Because that experience
18 was undeniably a factor that contributed to a prompt but efficient resolution of this
19 action, Plaintiff's counsel should be rewarded for the combination of skill and
20 discretion that led to this beneficial settlement.

21 21. We have engaged in the necessary investigation in this case that made
22 it possible for us to exercise informed judgment in those aspects of the settlement
23 process in which we were involved. Additionally, Mr. Ira Spiro brought to bear, in
24 the mediation and throughout the litigation of this Action, years of experience
25 dealing with state and federal wage and hour laws and regulations and legal
26 developments regarding class certification.

27 22. In addition to disputing the merits of Plaintiff's claims, Defendant
28 would strongly challenge any request for class certification. Defendant believed

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1 that Plaintiff could not certify a class. Plaintiff believes that his case is suitable for
 2 class certification in that there were facility-wide policies and practices that
 3 affected all of Defendant’s non-exempt employees. Plaintiff further believes that
 4 those policies and practices could be established using representative testimony and
 5 declarations from class members, as well as the policies and procedures reflected in
 6 the documents produced by Defendant during discovery. However, while Plaintiff
 7 asserts his belief that this is a legitimate case for certification, Plaintiff realizes that
 8 there is always a significant risk associated with class certification proceedings, and
 9 those risks appear to be very high in this case.

10 23. The Settlement Agreement is the product of arm’s-length negotiations
 11 between the Parties occurring throughout the litigation. In light of the uncertainties
 12 of protracted litigation and the state of the law regarding the legal positions of the
 13 Parties, the settlement amount reflects the best feasible recovery for the Class
 14 Members. The settlement amount is, of course, a compromise figure, affected by
 15 many uncertainties. By necessity it took into account risks related to liability,
 16 damages, and all the defenses asserted by the Defendant. Moreover, each Class
 17 Member will be given the opportunity to opt out of the Settlement, allowing those
 18 who feel they have claims that are greater than the benefits they can receive under
 19 this Settlement, to pursue their own claims. For the approximate 5,852 members of
 20 the class, the average gross recovery is \$299 per class member. Given the strong
 21 case that Defendant could bring to bear to defeat certification and challenge the
 22 merits of this action, this is not an inconsequential sum in these challenging
 23 economic times.

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24. Based upon detailed data obtained through formal and informal discovery, and factoring in claim certification probabilities and liability probabilities, it was calculated that the expected value for this class, in a realistic “best case” scenario, is approximately \$1.95 Million:

Claim	Estimated Maximum Damages	Certification Probability	Liability Probability	Exposure
Rounding Time Worked ¹	\$1,137,889	0.5	0.4	\$227,577.80
Overtime/Off-the-Clock Pay	\$738,718	0.4	0.4	\$118,194.88
Wage Statement Penalties	\$6,761,763	0.5	0.4	\$1,352,352.60
Waiting Time Penalties	\$1,249,443	0.5	0.4	\$249,888.60
		Total:		\$1,948,013.88

Our calculations are based on reliable data. As part of the preparation for the mediation of this matter, Defendant agreed to provide Plaintiff’s counsel will data. That data included wage rates, shift counts, class size and samples of time records. The data allowed us to prepare informed calculations about the frequency of various occurrences. The settlement amount of \$1,750,000 is not substantially below this “best case” expected value outcome, and represents almost 20% of the estimated maximum damage that could be recovered under a theoretical perfect recovery.

¹ The “rounding” claim estimate of maximum damages overstates the true amount significantly. Defendant terminated its rounding practices on approximately November 2008.

1 25. Ongoing investigation of this matter revealed that Defendant's practice
2 of rounding time stopped in late 2008. As mentioned in footnote 1, the above
3 exposure figures reflect our initial overvaluation of potential damages for the
4 rounding claim. The actual potential damages on Plaintiff's rounding claim are
5 greatly reduced when subtracting the portion of the class period after November
6 2008.

7 26. In addition to the discussion above, the statute of limitation applicable
8 to Labor Code § 203 claims was recently reduced from a possible 4-year period to
9 3 years when the Supreme Court decided *Pineda v. Bank of America*. Thus, the
10 waiting time penalty calculation above also overstates the true maximum damage
11 associated with this claim.

12 27. On December 16, 2009, counsel for the Parties voluntarily attended
13 mediation before Mark Rudy an independent neutral with extensive experience
14 mediating employment and wage and hour class action cases. The first mediation
15 did not result in a settlement. However, after additional formal discovery,
16 including Plaintiff's deposition and the depositions of Defendant's Advanced
17 Services Supervisor and Payroll Representative, the Parties again participated in a
18 second mediation session before Mark Rudy on June 8, 2010.

19 28. On June 12, 2010, Plaintiff and Defendant accepted the mediator's
20 proposal and agreed upon all terms of a settlement, which are memorialized in the
21 Stipulation of Class Action Settlement and Release.

22 29. To the best of my knowledge, other than this Action, there are no other
23 like claims asserted or filed by Class Members. To the best knowledge of my
24 knowledge, no Class Member has refrained from bringing an action with claims
25 similar to those raised in the Action, whether in reliance on the Action or
26 otherwise, and who thus might be prejudiced by dismissal of the Action.

1 BY GRANTING PRELIMINARY APPROVAL, THE COURT HAS
2 PRELIMINARILY DETERMINED THE REASONABLENESS OF THE
3 REQUESTED INCENTIVE AWARD

4 30. Here, Plaintiff seeks incentive awards that may not exceed \$10,000.
5 Compared to the Maximum Settlement Amount, the amount of the enhancement
6 award sought by Plaintiff is relatively small and will not appreciably diminish the
7 amount of settlement funds available for distribution to class members. Taking that
8 risk by filing a lawsuit against an employer deserves high reward, especially in
9 light of the settlement achieved by Plaintiff. Additionally, Plaintiff was actively
10 involved in the litigation and settlement negotiations of this Action. He testified at
11 his deposition, traveled to the first mediation session, attended a deposition of one
12 of Defendant's employees with me to offer insight throughout the day, participated
13 in the entire second full day mediation, worked diligently with counsel to respond
14 to written formal discovery, and conferred with counsel to provide informal
15 discovery for settlement negotiations. To my personal knowledge, Plaintiff
16 contributed in excess of 40 hours while I was assigned to this matter. I am aware
17 that Plaintiff contributed substantial additional time assisting Spiro Moss with the
18 pre- and post-filing investigation and litigation of this matter prior to the time that I
19 was assigned to work on this matter.

20
21 THE EXPERIENCE OF CLASS COUNSEL

22 31. Spiro Moss LLP has been engaged in the practice of employment and
23 labor law since its formation. The firm and its lawyers have handled more than 200
24 overtime and other wage-related class actions in the past ten years. The firm has
25 settled over 100 cases during that time. In the summer of 2004, Spiro Moss
26 handled a wage and hour class action trial, a rarity in this practice area. Spiro Moss
27 is routinely appointed lead or co-lead class counsel (or counsel for representative
28 plaintiffs in FLSA representative actions) in federal and state courts in California

1 and elsewhere, by way of motion for class certification or motion for settlement
 2 approval. Class Counsel also has extensive experience with the process of
 3 certifying and resolving off-the-clock class actions like that settled here.

4 32. Ira Spiro, the Spiro Moss partner overseeing this matter, has extensive
 5 experience in the field of wage & hour litigation. Mr. Spiro, and his partner,
 6 Dennis Moss, authored an amicus brief to the California Supreme Court for
 7 consideration in landmark case of *Sav-On Drug v. Superior Court*, 34 Cal. 4th 319
 8 (2004), which set the standard at that time for class certification in wage and hour
 9 disputes. Mr. Spiro was appointed by the Board of Governors of the State Bar of
 10 California, to serve a three year term, ending September 2001, on the State Bar's
 11 ethics committee, the Standing Committee on Professional Responsibility and
 12 Conduct (COPRAC). COPRAC writes the official ethics opinions of the State
 13 Bar. Having received a Bachelor of Arts degree, Phi Beta Kappa, from Stanford
 14 University in 1971 and a Juris Doctor degree from the University of California,
 15 Berkeley (Boalt Hall) in 1975, Mr. Spiro has been in practice for nearly 34 years.
 16 He has been a panelist in continuing legal education seminars at annual conventions
 17 of the State Bar of California and other bar groups on the subjects of ethics in class
 18 actions, mediation of class actions, ethics of attorney marketing, other legal ethics
 19 subjects, and combined class actions and Fair Labor Standards Act representative
 20 actions for wages.

21 33. Mr. Moss has been an employment/labor lawyer since 1977 and has
 22 handled numerous cases in all aspects of employment and labor law, including but
 23 not limited to numerous federal and state wage and hour class action cases,
 24 National Labor Relations Board proceedings, wrongful discharge litigation,
 25 discrimination cases, administrative appeals involving wage and hour and other
 26 employment issues, numerous arbitrations, and various other matters involving
 27 both traditional labor-law (union/management law) and employment law issues in
 28 the non-union context. Mr. Moss successfully argued *Ramirez v. Yosemite Water*

1 Co., 20 Cal. 4th 785 (1999), a case in which defendants asserted sales exemptions
2 in the California Supreme Court.

3 34. As one of the attorneys assigned to this matter at Spiro Moss, I also
4 bring substantial class action experience to this litigation:

5 (a) During 2010 alone, I negotiated or helped negotiate class action
6 settlements worth approximately \$8,500,000.

7 (b) I have been involved in the litigation of class actions since 1997,
8 working as a law clerk on a number of class action matters.
9 Since 1999, I have participated as an attorney in the litigation of
10 well over 100 class actions, in California Superior Courts and in
11 federal courts in California and Louisiana.

12 (c) Dating back to 1999, some of the earliest cases in which I
13 contributed to my firm's efforts as co-lead/liaison counsel
14 include:

15 i. *In re Paradise Memorial Park Litigation*, Los Angeles
16 Superior Court Lead Case No. BC130375; and,

17 ii. *In re Lincoln Memorial Park Litigation*, Los Angeles
18 Superior Court Lead Case No. BC133643.

19 (d) I have prosecuted appeals in approximately 20 class action
20 matters, arguing before the United States Court of Appeals for
21 the Ninth Circuit Court and several of California's Courts of
22 Appeal. I have taken several appeals through to Petitions for
23 Writs of Certiorari to the United States Supreme Court. In
24 connection with the appeals I have handled, I have participated
25 in appeals resulting in published appellate decisions concerning
26 or relating to class actions. Among others, those include:

27 i. *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th
28 1524 (2009), Pet. for rev. denied;

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- ii. *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, Pet. for Cert. denied;
- iii. *Alvarez v. May Dept. Stores Co.*, 143 Cal.App.4th 1223 (2006), rev. denied, Pet. for Cert. denied;
- iv. *Johnson v. Glaxosmithkline, Inc.*, 166 Cal.App.4th 1497 (2008), rev. denied.
- v. *Howard, et al. v. America Online, Inc.*, 208 F.3d 741 (9th Cir. 2000), Pet. for Cert. denied.

(e) In addition to my work on complex litigation matters and class actions, I have authored published articles and columns on issues related to class actions, including:

- i. H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at <http://blj.ucdavis.edu/article.asp?id=636> (May 1, 2006);
- ii. H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;
- iii. H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;
- iv. H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class Action Defense?*, FORUM, January/February 2009
- v. H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2011 (Ongoing column);
- vi. H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;

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- vii. H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;
- viii. H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;
- ix. H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;
- x. H. Scott Leviant, *A Bad Meal Deal: ‘Brinker’ Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;
- xi. H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;
- xii. H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;
- xiii. H. Scott Leviant, *Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(f) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (<http://www.thecomplexlitigator.com>). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice. My blog has been cited to the California Supreme Court in at least one Petition for Review.

(g) In the December 8, 2008 article “Billable Hours Aren’t the Only

1 Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the
 2 following hourly billing rates were reported by Sheppard Mullin
 3 Richter & Hampton, a leading firm in the defense of wage-and-
 4 hour class actions that I have frequently opposed when litigation
 5 wage-and-hour class actions: Partners: \$475-\$795; Associates:
 6 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year -
 7 \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th
 8 Year - \$455.

- 9 (h) In 2009 I was retained as appellate counsel in the appeal of a
 10 denial of class certification. For the specialized work on that
 11 appeal, I charged an hourly rate of \$650.00 per hour, a rate the
 12 hiring co-counsel accepted.
- 13 (i) Based upon my experience, my regular hourly billing rate is now
 14 \$525.00.
- 15 (j) For the past two years I have served as a member of the Board
 16 of Governors of the Consumer Attorneys of California, and I
 17 have been selected to the Board for the third consecutive year.
 18 In that capacity, I have worked to preserve the right of
 19 California’s consumers and employees to bring proposed class
 20 actions. For example, I provided assistance to CAOC in its
 21 successful effort to defeat AB 298, which would have
 22 substantially impaired the ability of plaintiffs to prosecute class
 23 actions in California. More recently, on behalf of CAOC I co-
 24 authored several requests for publication of unpublished class
 25 action decisions, including one such request in *Jaimez v. Daiohs*
 26 *USA, Inc.*, 181 Cal. App. 4th 1286 (2010), and authored an
 27 amicus brief for CAOC in the Eighth Circuit matter entitled
 28 *Avritt v. Reliastar Life. Ins. Co.*, Case No. 09-2843.

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2 BY GRANTING PRELIMINARY APPROVAL, THE COURT HAS
3 PRELIMINARILY DETERMINED THE REASONABLENESS OF THE
4 REQUESTED FEE AND COST AWARD

5 35. When this case was taken on a contingent fee basis, with the firm
6 agreeing to assume responsibility for all litigation costs, the ultimate result was far
7 from certain. In the course of this litigation, Spiro Moss LLP paid motion filing
8 fees, copy charges, Westlaw fees, mailing charges, and fees for both mediation
9 sessions with Mark Rudy. There was never a guarantee that Spiro Moss LLP
10 would recoup those expenditures. Moreover, this case required substantial firm
11 resources, including: pre-litigation investigation and research; interviewing Class
12 Members; reading and analyzing thousands of pages of documents, including
13 company records, caselaw, and related case pleadings; engaging in formal and
14 informal discovery; researching the causes of action, particularly those in flux
15 during this litigation; performing legal and factual analyses in preparation for
16 mediation; and drafting the settlement materials and Class Notice. In short, Class
17 Counsel was precluded from other employment. Over the course of the case, no
18 fewer than six attorneys at Spiro Moss litigated this matter. During the final, most
19 heavily contested months of litigation, three attorneys, Ira Spiro, Linh Hua and I,
20 worked on this matter to the exclusion of other potential cases.

21 36. Class Counsel's experience in wage and hour class actions was integral
22 in evaluating the strengths and weaknesses of the case against Defendant and the
23 reasonableness of the settlement. Practice in the narrow field of wage and hour
24 litigation requires skill and knowledge concerning the rapidly evolving substantive
25 law (state and federal), as well as the procedural law of class action litigation.

26 37. In the past 5 years, Spiro Moss LLP has settled many dozens of wage
27 & hour class actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th
28 43, 66, n.11 (2008) observed, it has been the experience at Spiro Moss LLP that

1 attorney fee awards of one-third of a common settlement fund are the rule, rather
2 than the exception. Here, Plaintiff's counsel has agreed that they will not seek
3 more that 25% of the settlement fund for attorney's fees, and that sum was
4 disclosed to the Class in the approved Notice.

5 38. Ira Spiro is the partner at Spiro Moss who oversaw and actively
6 litigated this Action. Our records show that he spent at least 149 hours on this
7 matter. Mr. Spiro has received court approval for an hourly billable rate of \$650.

8 39. In addition to Mr. Spiro, I am also one of an attorney involved in the
9 litigation of this action. My contemporaneously maintained billing records indicate
10 that I spent at least 147.6 hours on this matter to date, taking and defending
11 depositions (and travelling for same), reviewing data, preparing parts of Plaintiff's
12 mediation materials, reviewing discovery responses, and participating in
13 certification and settlement strategy planning. I also believe that I did not record
14 all time spent litigating this matter. I estimate that I will spend an additional 15
15 hours on this matter before final approval, responding to class member inquiries,
16 responding to other issues raised by the administration of the notice and claims
17 process, and traveling to and attending the hearing of Plaintiff's Motion for Final
18 Approval.

19 40. Greg Karasik, a Partner at Spiro Moss, was also involved in the
20 litigation of this action. Mr. Karasik spent 21.4 hours on this matter to date and
21 bills at a rate of no less than \$625 per hour.

22 41. Linh Hua, another associate at Spiro Moss is also involved in the
23 litigation of this action. Ms. Hua spent at least 103.5 hours on this matter to date
24 and bills at a rate of \$400 per hour. We estimate that Ms. Hua will spend an
25 additional 10 hours on this matter before final approval, responding to class
26 member inquiries and responding to other issues raised by the administration of the
27 notice and claims process.
28

1 42. Rami Yomtov, another associate at Spiro Moss is also involved in the
2 litigation of this action. Mr. Yomtov spent at least 8.5 hours on this matter to date
3 and bills at a rate of \$275 per hour.

4 43. Gregory Givens, a former associate of Spiro Moss, also worked
5 extensively on this matter. Mr. Givens interviewed potential class members and
6 handled discovery matters early in the litigation of this case. Unfortunately Mr.
7 Givens did not maintain contemporaneous time records. Reviewing the file, I
8 believe it is fair to estimate the Mr. Givens spent no less than 50 hours on this
9 matter. However, we are not sufficiently confident in that estimate to provide it to
10 the Court as a specific declared amount of time that should be considered in the
11 lodestar cross check. Mr. Given billed at \$475 per hour at the time he departed
12 Spiro Moss.

13 44. Counsel for Plaintiff in this action have entered into a written fee
14 sharing agreement. Counsel for Plaintiff will disburse the aggregate attorneys' fees
15 awarded by the Court pursuant to that agreement.

16 45. The time spend by Class Counsel on this matter was more than
17 justified due to the complexity of this action. Complexity was introduced to this
18 litigation on multiple fronts. The size of the class, consisting of well over 5,000
19 people in several call centers across the state, created its own form of complexity.
20 And during the class period, Comcast made several changes to its procedures and
21 timekeeping systems, injecting additional complexity.

22 46. Additionally, on top of the factual and evidentiary complexity, this
23 case consistently entailed a legal complexity. In particular, the law concerning
24 rounding claims is not well developed in California, requiring extensive reliance
25 upon federal decisions interpreting similar issues under the FLSA and non-binding
26 materials from the DLSE. As described above, the "complexity and difficulty"
27 factor also favors final approval of the requested fees.
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1 47. Considering the totality of the circumstances, Plaintiff's Counsel
2 achieved a very favorable result with a comparatively modest amount of labor.
3 Certainly the time expended on this matter cannot be described as wasteful or non-
4 productive.

5 48. Over the course of the this Action, Spiro Moss has incurred a total of
6 \$26,593.33 in expenses, consisting of the following:

Cost Category	Cost Amount
Copying, Printing & Scanning @ 25¢ per copy	\$3,899.50
Court Fees, Filings & Service of Process	\$2,303.05
Court Reporters, Transcripts & Depositions	\$1,868.49
Delivery & Messenger (UPS, FedEx, messenger), Postage & Mailing	\$124.11
Expert & Consulting Services	\$350
Facsimiles @ \$1 per page	\$125
Legal Research (PACER, Westlaw, etc.)	\$1,217.39
Mediation Fees	\$10,000.00
Travel (Airfare, Mileage, Parking, etc.)	\$6,705.79
TOTAL EXPENSES	\$26,593.33

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18 These incurred expenses were reasonable and necessary to properly prosecute this
19 matter as a potential class action and obtain a class-wide settlement.
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EXHIBITS

49. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "1." The Settlement Agreement does not include Exhibit "A" the Class Notice and Exhibit "B" the Claim Form, as those additional documents are not necessary for the determination of this Motion. They were previously submitted with my Declaration in support of Plaintiff's Motion for Preliminary Approval.

I declare under penalty of perjury, under the laws of the United States and the State of California, that the foregoing is true and correct.

Executed this 1st day of March 2011, at Los Angeles, California.



H. Scott Leviant, "Declarant"

SPIRO MOSS LLP

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EXHIBIT 1

1 SPIRO MOSS LLP
IRA SPIRO, State Bar No. 67641
2 H. SCOTT LEVIANT, State Bar No. 200834
LINH HUA, State Bar No. 247419
3 11377 W. Olympic Blvd., 5th Floor
Los Angeles, CA 90064
4 Tel: 310.235.2468
Fax: 310.235.2456
5 E-mail: ira@spiomoss.com
scott@spirmoss.com
6 linh@spiomoss.com

7 Attorney for Plaintiff
SHAWN BLOUIN

8
9 MORGAN, LEWIS & BOCKIUS LLP
DARYL S. LANDY, State Bar No. 136288
10 THERESA MAK, State Bar No. 211435
2 Palo Alto Square
11 3000 El Camino Real, Suite 700
Palo Alto, CA 94306-2122
12 Tel: 650.843.4000
Fax: 650.843.4001
13 Email: dlandy@morganlewis.com
tmak@morganlewis.com

14 Attorneys for Defendant
15 COMCAST CORPORATION

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA

18
19 SHAWN BLOUIN, individually and on
behalf of other persons similarly situated,

20 Plaintiff,

21 vs.

22 COMCAST CORP. and DOES 1-50,

23 Defendants.
24

Case No. 3:08-CV-04787-MEJ

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE**

JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Joint Stipulation of Class Action Settlement and Release along with all of its attachments and exhibits (“Stipulation” or “Settlement”), is entered into between Plaintiff Shawn Blouin (“Plaintiff” or “Class Representative”), individually and as class representative on behalf of the Settlement Class defined in Section 1.36 of this Agreement, on the one hand, and Defendant Comcast Corporation (“Comcast”), on the other hand.

I. THE CONDITIONAL NATURE OF THIS STIPULATION.

This Stipulation is made for the sole purpose of settling the above-captioned action on a collective and class-wide basis. This Stipulation is made in compromise of disputed claims as set forth in the action pending in the United States District Court for the Northern District of California entitled *Blouin v. Comcast Corp.*, Case No. 3:08-CV-04787-MEJ. This action, including the Amended Complaint required to be filed by this Stipulation, will be referred to herein as “the Litigation.” Because the Litigation was pled as a class action, this settlement must receive the Court's preliminary and final approval. Accordingly, the Settling Parties (as defined in Section II) enter into this Stipulation and associated settlement on a conditional basis. In the event that the Court does not enter the Order of Final Approval, or in the event that the associated Judgment does not become a Final Judgment for any reason, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Stipulation shall remain subject to the provisions of Federal Rule of Evidence 408, California Evidence Code Sections 1119 and 1152, and any other analogous rules of evidence that are applicable.

Comcast denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief as well as the collective and class allegations asserted in the Litigation. Comcast has agreed to resolve the Litigation through this Stipulation, but to the extent this Stipulation is deemed void, Comcast does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class and collective action treatment on any grounds, as well as asserting any and all other potential

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2 defenses or privileges. Class Representative and Class Counsel agree that Comcast retains and
3 reserves these rights. Specifically, Class Representative and Class Counsel agree not to argue or
4 present any argument that, based on this Stipulation, Comcast could not contest class certification
5 or collective action certification on any grounds, or assert any and all other potential defenses and
6 privileges if this Litigation were to proceed. Class Representative and Class Counsel hereby
7 waive such arguments and agree they will not take a position contrary to this provision.

8 **II. THE PARTIES TO THIS STIPULATION.**

9 This Stipulation is made and entered into by and among the following Settling Parties:

10 (i) Class Representative (on behalf of himself and each of the Settlement Class Members), with
11 the assistance of Class Counsel; and (ii) Comcast, with the assistance of its counsel of choice.

12 The Stipulation is intended by the Settling Parties to fully, finally, and forever resolve, discharge,
13 and settle the Released State Law Claims and Released Federal Law Claims (as defined in
14 Sections 1.32 and 1.33 herein) upon and subject to the terms and conditions hereof.

15 **III. THE LITIGATION.**

16 On September 17, 2008, Plaintiff Shawn Blouin filed a class action complaint against
17 Comcast in Alameda County Superior Court. On October 17, 2008, Comcast removed the action
18 to the United States District Court for the Northern District of California, *Blouin v. Comcast*
19 *Corp.*, Case No. 3:08-CV-04787-MEJ. In the Complaint, Class Representative alleged on behalf
20 of himself and individuals employed as Customer Account Executives in California that they:
21 (a) are owed overtime and minimum wages; (b) have not been provided with accurate wage
22 statements; and (c) are entitled to “waiting time” penalties. In November 2010, Class
23 Representative filed a First Amended Complaint. The First Amended Complaint added two
24 claims for relief based on the federal Fair Labor Standards Act (“FLSA”) and on the California
25 Labor Code Private Attorneys General Act (“PAGA”).

26 Class Representative and Comcast have conducted formal and informal discovery and
27 have exchanged detailed information and data concerning the claims, defenses, and alleged
28 damages at issue in the Litigation, including multiple sets of written discovery, the depositions of
Class Representative, a third-party witness and a Fed. R. Civ. Proc. 30(b)(6) witness. Class

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2 Representative and Comcast have also engaged in a series of arm's length negotiations, including
3 two mediation sessions facilitated by Mark Rudy of Rudy, Exelrod Zieff & Lowe LLP, a
4 mediator with extensive experience in labor and employment litigation, which culminated in their
5 reaching the conditional agreement reflected herein. Class Representative and Comcast and their
6 counsel are sufficiently familiar with the facts of this case and the applicable federal and state
7 laws to make an informed judgment as to the fairness of the settlement.

8 **IV. DEFENDANT'S DENIAL OF WRONGDOING OR LIABILITY.**

9 Comcast specifically and generally denies any and all liability or wrongdoing of any sort
10 with regard to any of the claims alleged, makes no concessions or admissions of liability of any
11 sort, and contends that for any purpose other than settlement, the Litigation is not appropriate for
12 class or collective action treatment pursuant to either Federal Rule of Civil Procedure 23 or 29
13 U.S.C. § 216(b), respectively. Nonetheless, Comcast has concluded that further litigation would
14 be protracted, distracting and expensive, and that it is desirable that the Litigation be fully and
15 finally settled in the manner and upon the terms and conditions set forth in this Stipulation.
16 Comcast has also taken into account the uncertainty and risks inherent in any litigation. Comcast
17 has therefore determined that it is desirable and beneficial to settle the Litigation in the manner
18 and upon the terms and conditions set forth in this Stipulation.

19 **V. CLAIMS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
20 **SETTLEMENT.**

21 Class Representative and Class Counsel believe that the claims asserted in the Litigation
22 have merit and that evidence developed to date supports the claims. However, Class
23 Representative and Class Counsel recognize and acknowledge the expense, resources and time
24 required to continue proceedings necessary to prosecute the Litigation against Comcast through
25 trial and through appeals. Class Representative and Class Counsel have also taken into account
26 the uncertain outcome and the risks of litigation, as well as the difficulties and delays inherent in
27 this and similar litigation. Based upon their evaluation, Class Representative and Class Counsel
28 have determined that the settlement set forth in the Stipulation is in the best interests of Class
Representative and the Settlement Class (as defined in Section 1.36 herein).

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2 **VI. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT.**

3 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and
4 between Class Representative (for himself and Settlement Class Members) and Comcast, with the
5 assistance of their respective counsel or attorneys of record, that, as amongst the Settling Parties,
6 including all Settlement Class Members, the Litigation and the Released State Law Claims and
7 Released Federal Law Claims shall be finally and fully compromised, settled, and released, and
8 the Litigation shall be dismissed with prejudice, as to the Settling Parties, upon and subject to the
9 terms and conditions of the Stipulation and the Judgment (as defined herein).

10 **1. Definitions.**

11 As used in all parts of this Stipulation, the following terms have the meanings specified
12 below:

13 1.1 “Administrative Costs” means the collective amount to be paid to: (a) the Claims
14 Administrator, estimated to be approximately \$68,000, for services rendered in connection with
15 the administration of this settlement as set forth in this Stipulation, (b) Class Counsel in the form
16 of attorneys’ fee, the maximum amount of which is \$437,500, (c) Class Counsel in the form of
17 litigation expenses, the maximum amount of which is \$25,000, (d) Class Representative as an
18 Enhancement Payment, the maximum amount of which is \$10,000, (e) Labor and Workforce
19 Development Agency, the maximum amount of which is \$17,500.

20 1.2 “Claim Form” means the form in the same or substantially same form entitled
21 “Settlement Claim Certification/Consent to Join Settlement” as set forth in Exhibit B to this
22 Stipulation, as approved by the Settling Parties, through their respective counsel, and the Court,
23 which a Class Member must complete and timely submit in order to become a Participating
24 Claimant and recover a payment pursuant to Section 2.4. The Claim Form shall list the Class
25 Member’s name, address, estimated payment amount per work week, the Claim Period Deadline,
26 instructions on how to submit a claim, and contact information for the Claims Administrator.

27 1.3 “Claims Administrator” means the third-party claims administration firm
28 Simpluris, Inc.

1.4 “Claims Period Deadline” shall be the date forty-five (45) days after the Notice

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Packet is mailed to the Class Members by the Claims Administrator.

1.5 “Class” means the group of individuals Comcast employed in the Covered Position during the Class Period, or the estates of such individuals. The Class does not include any Persons whom Comcast never employed in the Covered Position during the Class Period.

1.6 “Class Counsel” means Spiro Moss LLP.

1.7 “Class Member” means a Person who is a member of the Class (or if any such Person is incompetent or deceased, the Person's legal representative or successor in interest as evidenced by reasonable verification).

1.8 “Class Period” means September 17, 2004 through August 1, 2010.

1.9 “Class Representative’s Released Claims” collectively means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against 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 as defined in Section 1.38 hereof, by Class Representative arising during the period from the beginning of Class Representative's date of employment with Comcast to the date on which the Court enters the Order of Final Approval, for any type of relief, including without limitation claims for wages, damages, unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief. Class Representative's Released Claims include, but are not limited to: (a) claims for overtime, pay stub violations, waiting time penalties, and any other claims arising from or dependent on the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and all of its implementing regulations and interpretive guidelines; California Labor Code §§ 96 through 98.2 *et seq.*; the California Payment of Wages Law, and in particular, California Labor Code § 200 *et seq.*, including California Labor Code §§ 203 and 226; California Labor Code § 300 *et seq.*; California Labor Code § 400 *et seq.*; California Working Hours Law, California Labor Code § 500 *et seq.*; California Labor Code §§ 1171 through 1205, including § 1194; California Labor Code §§ 2802 and 2804; the California Unfair Competition Act, and in particular, California

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2 Business & Professions Code § 17200 *et seq.*; the California Labor Code Private Attorneys
3 General Act of 2004, codified at California Labor Code §§ 2698 through 2699.5, including
4 without limitation claims asserted under that statute on Class Representative’s behalf, claims on
5 behalf of other current and former Comcast employees, and claims on behalf of the State of
6 California; California Code of Civil Procedure § 1021.5; and any other provision of the California
7 Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of
8 their iterations; (c) any and all claims raised in or related to the Litigation; and (d) claims under
9 state or federal discrimination statutes, including, without limitation, the California Fair
10 Employment and Housing Act, California Government Code § 12940 *et seq.*; the Unruh Civil
11 Rights Act, California Civil Code § 51 *et seq.*; Title VII of the Civil Rights Act of 1964, 42
12 U.S.C. § 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; and the
13 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; and all of their
14 implementing regulations and interpretive guidelines.

15 1.10 “Court” means the United States District Court for the Northern District of
16 California.

17 1.11 “Covered Position” means the position of Customer Account Executive at
18 Comcast call centers in the State of California.

19 1.12 “Effective Date” means the date on which the Judgment becomes a Final
20 Judgment.

21 1.13 “Enhancement payment” means an amount approved by the Court to be paid to
22 Class Representative, in addition to his award as a Participating Claimant, in recognition of his
23 efforts in the Litigation.

24 1.14 “Final Approval Hearing” means the hearing set by the Court for the purpose of
25 (i) determining the fairness, adequacy, and reasonableness of the Stipulation terms and associated
26 settlement pursuant to class action procedures and requirements; (ii) determining the good faith of
27 the Stipulation and associated settlement; and (iii) entering Judgment.

28 1.15 “Final Judgment” means the latest of: (i) the date of final affirmance on an appeal
of the Judgment; (ii) the date of final dismissal with prejudice of the last pending appeal from the

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2 Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of
3 any form of valid appeal from the Judgment. Notwithstanding the foregoing, any proceeding or
4 order, or any appeal or petition for a writ pertaining solely to the award of attorneys' fees or
5 attorneys' costs shall not, by itself, in any way delay or preclude the Judgment from becoming a
6 Final Judgment.

7 1.16 "Judgment" means the judgment to be entered by the Court pursuant to this
8 Stipulation following the Final Approval Hearing.

9 1.17 "Last Known Address(es)" means the most recently recorded mailing address for a
10 Class Member as such information is contained in Comcast's databases, obtained by the Claims
11 Administrator, or otherwise provided to the Claims Administrator or to counsel.

12 1.18 "Maximum Settlement Amount" means the maximum amount that Comcast shall
13 pay under the terms of this Stipulation, which is the gross sum of \$1,750,000.

14 1.19 "Net Settlement Amount" means the Maximum Settlement Amount less
15 Administrative Costs.

16 1.20 "Notice of Class Action and Pending Settlement" means a notice (and associated
17 response forms) in the same or substantially same form as set forth in Exhibit A to this
18 Stipulation, to be approved by the Parties, through their respective counsel, and the Court.

19 1.21 The "Notice Mailing Deadline" refers to the date the Notice Packet is to be mailed
20 by the Claims Administrator to the Class and shall be the date twenty-one (21) days after the
21 Claims Administrator's receipt of the Class Data.

22 1.22 The "Notice Packet" refers collectively to the documents mailed to the Class
23 Members pursuant to the terms of this Stipulation, and includes the following documents:
24 (1) Notice of Class Action and Pending Settlement (Exhibit "A"); (2) Claim Form (Exhibit "B");
25 and (3) a pre-printed, stamped return envelope addressed to the Claims Administrator.

26 1.23 "Opt Out(s)" means Class Members who request exclusion from the Settlement
27 pursuant to Section 2.8.10.

28 1.24 "Order of Final Approval" means an order to be entered by the Court following the
Final Approval Hearing.

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1.25 “Participating Claimant(s)” means each Settlement Class Member who timely submits a Qualifying Claim Form.

1.26 “Person” means a natural person.

1.27 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

1.28 “Preliminary Approval Order” means an order to be entered by the Court approving the terms contained in this Stipulation, certifying a class and collective action for settlement purposes as provided in Section 2.3, and setting a date for the Final Approval Hearing.

1.29 “Qualifying Claim Form” means a Claim Form, as that term is defined in Section 1.2, that is completed, properly executed and post-marked no later than the Claims Period Deadline.

1.30 A “Reasonable Address Verification Measure” means utilization of the National Change of Address Database maintained by the United States Postal Service and/or mail forwarding information and/or skip tracing to update a mailing address.

1.31 “Released State Law Claims” collectively mean any and all state law wage-and-hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, asserted in the Litigation, that could have been asserted in the Litigation, or that are related to the claims asserted in the Litigation, whether known or unknown, and whether anticipated or unanticipated, including Unknown Claims as defined in Section 1.38 hereof, by a Class Member, that accrued during the Class Period for: (a) wages, damages, unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief; (b) overtime under California Labor Code Sections 512, 1194 and any other applicable sections, as well as under Industrial Welfare Commission Wage Order 4-2001; (c) claims for inaccurate wage statements under California Labor Code section 226 and any other applicable sections; (d) “waiting time” penalties for late paid or unpaid wages under California Labor Code Section 203 and any other applicable sections; (e) claims based on (a) through (d), above, as a predicate for alleged violations of the California Unfair Competition Act, and in particular, California Business & Professions Code

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2 § 17200 *et seq.*; and (f) for any penalty under the California Labor Code Private Attorneys
3 General Act of 2004, codified at California Labor Code §§ 2698 through 2699.5, including
4 without limitation claims asserted under this statute on behalf of the State of California;
5 California Code of Civil Procedure § 1021.5. The Released State Law Claims are the claims
6 meeting the above definition under any and all applicable statutes or common law, which includes
7 claims under PAGA and includes without limitation claims on behalf of each Class Member,
8 claims on behalf of other current and former Comcast employees, and claims on behalf of the
9 State of California.

10 1.32 “Released Federal Law Claims” collectively mean any and all federal claims,
11 obligations, demands, actions, rights, causes of action, and liabilities against Releasees asserted in
12 the Litigation, that could have been asserted in the Litigation, or that are related to the claims
13 asserted in the Litigation, whether known or unknown, and whether anticipated or unanticipated,
14 including Unknown Claims as defined in Section 1.38 hereof, by a Settlement Class Member that
15 accrued during the Class Period, including without limitation claims for wages, damages, unpaid
16 costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs,
17 restitution, or equitable relief, based on any and all claims related to overtime or overtime pay in
18 the Covered Position which arise under or are predicated upon the Fair Labor Standards Act of
19 1938 (“FLSA”), as amended, 29 U.S.C. §§ 201, *et seq.* Only Class Members who submit a
20 Qualifying Consent to Join Settlement form will release the Released Federal Law Claims.

21 1.33 “Releasees” means Comcast Corporation and its affiliates (including, without
22 limitation, its subsidiaries), predecessors, successors, divisions, joint ventures and assigns, and its
23 past or present directors, officers, employees, partners, members, principals, agents, insurers, co-
24 insurers, re-insurers, shareholders, attorneys, and personal or legal representatives.

25 1.34 “Settlement Class” means all of the Class Members who do not opt out of the
26 Settlement as described in Section 2.10, and thus means all of the Class Members who will
27 become bound by the Judgment if and once the Effective Date occurs.

28 1.35 “Settlement Class Member” means any Person who is a member of the Settlement
Class.

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2 1.36 “Unknown Claims” means: (a) any Released State Law Claims which the Class
3 Representative or any Settlement Class Member (including all Participating Claimants) does not
4 know or suspect to exist in his or her favor through the effective date of his or her release, and
5 which, if known by him or her might have affected his or her settlement with and release of
6 Releasees, or might have affected his or her decision to opt out of the Settlement or to object to
7 the Settlement; and (b) any Released Federal Law Claims which Class Representative or any
8 Participating Claimant does not know or suspect to exist in his or her favor through the effective
9 date of their release, and which, if known by him or her might have affected his or her settlement
10 with and release of Releasees, or might have affected his or her decision to opt out of the
11 Settlement or to object to the Settlement. With respect to any and all Released State Law Claims
12 and Released Federal Law Claims, the Parties stipulate and agree that, upon the Effective Date,
13 Class Representative shall have expressly, knowingly, and intentionally waived for himself the
14 benefits and rights of California Civil Code Section 1542, and each of the Settlement Class
15 Members shall be deemed to have, and by operation of the Judgment shall have, waived the
16 provisions, rights, and benefits of California Civil Code Section 1542, which provides:

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

21 Additionally, with respect to any and all Released State Law Claims and Released Federal
22 Law Claims, Class Representative shall likewise be deemed to have waived the benefits of any
23 statute, rule doctrine, or common law principle of any jurisdiction whatsoever of similar effect to
24 California Civil Code Section 1542 and the Settlement Class Members shall be deemed to have,
25 and by operation of the Judgment shall have, likewise waived such rights. Class Representative
26 and each Settlement Class Member (including all Participating Claimants) may hereafter discover
27 facts in addition to or different from those which he or she now knows or believes to be true with
28 respect to the subject matter of the Released State Law Claims and Released Federal Law Claims,
but Class Representative and each Settlement Class Member (including all Participating
Claimants), upon the Effective Date, shall be deemed to have, and by operation of the Judgment

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2 shall have, fully, finally, and forever settled and released any and all Released State Law Claims
3 and Released Federal Law Claims, known or unknown, suspected or unsuspected, contingent or
4 non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed
5 upon any theory of law or equity now existing or coming into existence in the future, including,
6 but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of
7 any duty, law or rule, without regard to the subsequent discovery or existence of such different or
8 additional facts.

9 Class Representative acknowledges the significance and consequence of this waiver, and
10 each Settlement Class Member (including Participating Claimants) shall be deemed by operation
11 of the Judgment to have acknowledged the consequence and significance of such waiver. Class
12 Representative further acknowledges that he and each Settlement Class Member (including
13 Participating Claimants) shall be deemed by operation of the Judgment to have acknowledged
14 that the foregoing waiver was separately bargained for and a key element of the Settlement of
15 which this release is a part

16 1.37 “Updated Address” means a mailing address that was updated by a Reasonable
17 Address Verification Measure or by an updated mailing address provided by the United States
18 Postal Service, a Class Member or any other valid source.

19 1.38 “Work Weeks” means the total number of weeks worked by a Class Member in a
20 Covered Position during the Class Period, rounded up to the next full week. For example, if a
21 Class Member worked from January 30, 2006 until June 20, 2006, the Class Member would be
22 credited with a total of twenty (20) Work Weeks.

23 **2. The Settlement.**

24 2.1 *Notification and Payment to Labor and Workforce Development Agency*
25 (*“LWDA”*).

26 2.1.1 On August 4, 2010, Plaintiff provided written notice to the LWDA of this
27 Litigation and the claims alleged therein pursuant to Labor Code section 2699.3.

28 2.1.2 On August 30, 2010, the LWDA notified Plaintiff that it does not intend to
investigate the alleged violations pursuant to Labor Code section 2699.3(a)(2)(A).

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2 2.1.3. Comcast shall pay to the LWDA the total amount of \$17,500 from the
3 Maximum Settlement Amount as part of this Settlement.

4 2.2 *Filing of Amended Complaint.*

5 No more than seven (7) calendar days before the filing of the Motion for Preliminary
6 Approval, Class Representative shall amend the Complaint to add the FLSA claim described in
7 Section 2.2.1 and a claim under PAGA, codified at California Labor Code §§ 2698 through
8 2699.5, for unpaid overtime, and the Settling Parties will file a Stipulation seeking leave of Court
9 to file the First Amended Complaint. Defendant's Answer to the original Complaint shall be
10 deemed Comcast's Answer to the First Amended Complaint. Comcast need not file a separate
11 response to the First Amended Complaint.

12 2.3 *Certification of a Class and Collective Action for Settlement Purposes Only.*

13 The Settling Parties stipulate, for settlement purposes only, to the certification by the
14 Court of a class of all Class Members as to all claims asserted in the Litigation pursuant to state
15 law, and further stipulate, for settlement purposes only, to the certification by the Court of a
16 collective action as to all claims asserted in the Litigation pursuant to the FLSA.

17 If for any reason the Court does not approve this Stipulation, fails to enter Judgment or if
18 Final Judgment does not occur or this Stipulation and Settlement Agreement is lawfully
19 terminated for any other reason, Comcast shall retain the absolute right to dispute the propriety of
20 class certification and collective action certification on all applicable grounds.

21 2.4 *Consideration to Settlement Class Members.*

22 2.4.1 Comcast, through the Claims Administrator, and according to the terms,
23 conditions, and procedures set forth in Section 2.12 of this Stipulation, shall pay each
24 Participating Claimant a share of the Net Settlement Amount. Each Participating Claimant shall
25 receive a *pro rata* share of the Net Settlement Amount based upon the number of Work Weeks
26 the Participating Claimant worked as a Class Member before November 30, 2008, at which time
27 Comcast eliminated its rounding practices in California, and the number of Work Weeks the
28 Participating Claimant worked as a Class Member on or after November 30, 2008. One Work
Week occurring before November 30, 2008 will be valued at three times the amount of one Work

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2 Week occurring on or after November 30, 2008.

3 2.4.2 For income and payroll tax purposes, the Settling Parties agree that one-
4 third of each settlement payment as set forth in Section 2.6 constitutes wages (which shall be
5 subject to required withholdings and deductions and reported as wage income as required by law)
6 and shall be reported on a Form W-2. The remaining two-thirds -- one-third of which shall
7 constitute interest and one-third of which shall constitute penalties -- shall be reported on a Form
8 1099 MISC.

9 2.4.3 As further detailed in Sections 2.6, and for each payment made pursuant to
10 Sections 2.4 and 2.14, Comcast, through the Claims Administrator, will report each payment to
11 government authorities, including the Internal Revenue Service, as required by law, and through
12 the Claims Administrator, shall make all required deductions, withholdings, and/or payroll tax
13 payments. However, payment by Comcast of all required deductions, withholdings, and/or
14 payroll tax payments to the taxing authorities shall not be paid from the Maximum Settlement
15 Amount.

16 2.4.4 In no event shall any amounts paid pursuant to this Stipulation create any
17 credit or otherwise affect the calculation of any compensation, deferred compensation or benefit
18 under any compensation, deferred compensation, pension or other benefit plan, nor shall any such
19 amounts paid be considered "compensation" under any pension, retirement, profit sharing,
20 incentive or deferred compensation plan, nor shall any such amounts paid require any
21 contribution or award under any such plan, or otherwise modify any benefits, contributions or
22 coverage under any other employment benefit plan or program.

23 2.5. *Disputed Claims.*

24 2.5.1 If a Class Member disputes the Work Week stated by the Claims
25 Administrator in his/her Claim Form, in order for the dispute to be considered, he/she must follow
26 the directions set forth in the Notice of Class Action and Pending Settlement and/or Claim Form.

27 2.5.2 Written notice of the dispute must be postmarked by the Claims Period
28 Deadline. Upon the timely receipt of any disputed claim, the Claims Administrator will notify
counsel for the Settling Parties in writing (email constitutes a writing for this purpose) of the

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2 dispute. If a Class Member timely disputes the accuracy of Comcast's records, documents the
3 dispute in writing, presents to the Claims Administrator sufficient documentary evidence
4 supporting the challenge within thirty (30) days after the Claims Period Deadline, and the Settling
5 Parties' counsel cannot resolve the dispute informally, the Settling Parties will refer the matter to
6 the Claims Administrator who will expeditiously investigate the facts and issue a final decision.

7 2.6. *Taxes.*

8 2.6.1 Those payments allocated to the settlement of claims for unpaid wages
9 shall be (a) subject to required withholdings and deductions, and so the net amounts payable will
10 be less than the gross amounts; and (b) reported in the year of payment as wage income to the
11 Participating Claimants on a Form W-2 and such other state or local tax reporting forms as may
12 be required by law. Those payments allocated to all other claims, including without limitation
13 claims for penalties, interest, and other non-wage recovery: (a) shall not be subject to required
14 withholdings and deductions, and so the net amounts payable will be equal to the gross amounts;
15 and (b) shall be reported in the year of payment as non-wage income to the Participating
16 Claimants on a Form 1099 MISC and such other state or local tax reporting forms as may be
17 required by law. Other than as set forth above, neither Comcast nor the Claims Administrator
18 will, unless otherwise required by law, make, from the payment to each Participating Claimant,
19 any deductions, withholdings, or additional payments, including without limitation, medical or
20 other insurance payments or premiums, employee 401(k) contributions or matching employer
21 contributions, wage garnishments, or charity withholdings, and entry of the Order of Final
22 Approval by the Court shall be deemed authority not to make such deductions, withholdings, or
23 additional payments. Any amount paid to Participating Claimants shall not create any credit or
24 otherwise affect the calculation of any deferred compensation, benefit, pension, or other
25 compensation or benefit plan provided by Comcast.

26 2.6.2 Other than the withholding and reporting requirements set forth in Section
27 2.6.1, Participating Claimants are solely responsible for the reporting and payment of the
28 employee's share of any federal, state, and/or local income or other tax or any other withholdings,
if any, on any of the payments made pursuant to Section VI of this Stipulation. Comcast

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2 acknowledges that it will be responsible for paying the employer's share of any applicable payroll
3 taxes. Comcast makes no representations and it is understood and agreed that Comcast has made
4 no representations as to the taxability to any Participating Claimants of any portions of the
5 settlement payments, the payment of any costs or an award of attorneys' fees, or any payments to
6 Class Representative. The Notice of Class Action and Pending Settlement will advise each Class
7 Member to seek his or her own personal tax advice prior to acting in response to that Class
8 Notice, and Comcast, the Class Representative and Class Counsel agree that each Class Member
9 will have an adequate opportunity to seek tax advice prior to acting in response to the notice.

10 2.6.3. Class Representative will receive a Form 1099 MISC for the Enhancement
11 payment in exchange for his comprehensive release of the Class Representative's Released
12 Claims, and he will be responsible for reporting and correctly characterizing this compensation
13 for tax purposes and to pay any taxes owing on said amounts.

14 2.6.4. Class Representative agrees to indemnify and hold Comcast harmless for
15 and against any damage or tax penalty Comcast incurs as a result of the failure by Class
16 Representative to pay all taxes due by him as a result of his receipt of payments made pursuant to
17 this Stipulation.

18 2.6.5. Class Counsel agrees to indemnify and hold Comcast harmless for and
19 against any damage or tax penalty Comcast incurs as a result of the failure by Class Counsel to
20 pay all taxes due by them as a result of Class Counsel's receipt of payments made pursuant to this
21 Stipulation.

22 2.7. *Court Approval of Class Notice.*

23 2.7.1 Within seven (7) days after the Amended Complaint is deemed filed, Class
24 Representative, through Class Counsel, shall file this Stipulation with the Court and move for
25 preliminary approval of this Stipulation. Through this submission and a supporting motion, Class
26 Representative, through Class Counsel, will request that the Court enter the Preliminary Approval
27 Order approving the terms of this Stipulation, certify a class and collective action for settlement
28 purposes as provided in Section 2.3, schedule the Final Approval Hearing for the purposes of
determining the fairness with regard to the Settlement, granting final approval of the Settlement

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2 and Stipulation, and entering Judgment. Comcast shall not oppose this motion provided that the
3 motion is consistent with the terms of this Stipulation.

4 2.7.2 Subject to Section 2.16 herein, a decision by the Court not to enter the
5 Preliminary Approval Order, without leave to amend, excluding changes to formatting of
6 documents or typographical errors, will be grounds for Comcast to terminate the Settlement and
7 the terms of this Stipulation within twenty-one (21) days of entry of such order declining to enter
8 the Preliminary Approval Order, without leave to amend. To terminate the Settlement, Comcast
9 must provide written notice to Class Counsel within twenty-one (21) days of entry to such order.

10 2.7.3 If the Court enters the Preliminary Approval Order, then at the resulting
11 Final Approval Hearing, the Settling Parties, through their counsel of record, shall address any
12 written objections from Class Members or concerns from Class Members who attend the hearing,
13 if any, as well as concerns, if any, of any state official who receives a notice pursuant to the Class
14 Action Fairness Act of 2005 (“CAFA”), and concerns of the Court, if any, and shall and hereby
15 do, unless provided otherwise in this Stipulation, stipulate to final approval of this Stipulation and
16 entry of the Judgment by the Court.

17 2.8. *Notice of Class Action and Pending Settlement.*

18 2.8.1 Comcast shall provide to the Claims Administrator no later than seven (7)
19 days after the Preliminary Approval Date a complete list reflecting the following information in
20 secure electronic format, *i.e.*, password encrypted Excel spreadsheet or some other secure format
21 acceptable to the Claims Administrator for its immediate use, for each Class Member: (a) the full
22 name and Last Known Address, (b) Social Security number, (c) the dates during which the Class
23 Member was or is employed in the Covered Position, (d) the number of Work Weeks for each
24 Class Member prior to November 30, 2008, and (e) the number of Work Weeks on or after
25 November 30, 2008 (“Class Data”). Following receipt of the Class Data, the Claims
26 Administrator shall process the Notice Packet for mailing to all members of the Class.

27 2.8.2 If, by entering the Preliminary Approval Order, the Court provides
28 authorization to send the Notice of Class Action and Pending Settlement, the Claims
Administrator shall mail the Notice Packet to all Class Members at their Last Known Addresses

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2 within twenty-one (21) days after receipt of the Class Data. This Notice Packet shall be sent by
3 first-class mail through the United States Postal Service, postage pre-paid. Twenty-one (21) days
4 after the Claims Administrator mails Notice Packets, reminder postcards shall be mailed to all
5 Class Members to their Last Known Address who have not yet submitted a Qualifying Claim
6 Form.

7 2.8.3 Prior to mailing the Notice Packet to each Class Member, the Claims
8 Administrator shall undertake a Reasonable Address Verification Measure to ascertain the
9 accuracy of the Last Known Address of each Class Member. To the extent this process yields an
10 Updated Address, that Updated Address shall replace the Last Known Address and be treated as
11 the new Last Known Address for purposes of this Stipulation and for all subsequent mailings.

12 2.8.4 Part of the fees paid to the Claims Administrator shall include but not be
13 limited to all costs of the mailing described in this Section 2.8, which shall be the fees charged by
14 the Claims Administrator, the cost of the envelopes in which the Notice Packet will be mailed, the
15 cost of reproducing the Notice Packet, and the cost of postage to send the Notice Packet and
16 reminder postcard. Class Representative acknowledges that the payment of the claims
17 administration and mailing costs out of the Maximum Settlement Amount constitutes part of the
18 consideration to the Class.

19 2.8.5 Unless the Claims Administrator receives a Notice Packet returned from
20 the United States Postal Service for reasons discussed below in this Section, that Notice Packet
21 shall be deemed mailed and received by the Class Member to whom it was sent. In the event that
22 subsequent to the first mailing of a Notice Packet and prior to the Claims Period Deadline, that
23 Notice Packet is returned to the Claims Administrator by the United States Postal Service with a
24 forwarding address for the recipient, the Claims Administrator shall re-mail the Notice Packet to
25 that address within five (5) business days, the Notice Packet will be deemed mailed as of the date
26 of re-mailing, the forwarding address shall be deemed the Updated Address for that Class
27 Member, and the Class Member must return a Qualifying Claim Form by the Claims Period
28 Deadline or within twenty-one (21) days from the date of re-mailing, whichever is later, in order
to participate in the Settlement. In the event that subsequent to the first mailing of a Notice

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2 Packet, the Notice Packet is returned to the Claims Administrator by the United States Postal
3 Service because the address of the recipient is no longer valid, the Claims Administrator shall
4 perform a standard skip trace in an effort to ascertain the current address of the particular Class
5 Member in question and, if such an address is ascertained, the Claims Administrator shall re-mail
6 the Notice Packet within five (5) business days of receiving such information, the Notice Packet
7 will be deemed mailed as of that date of re-mailing, the newly obtained address shall be deemed
8 the Updated Address for that Class Member, and the Class Member must return a Qualifying
9 Claim Form by the Claims Period Deadline or within twenty-one (21) days from the date of re-
10 mailing, whichever is later, in order to participate in the Settlement. If no Updated Address is
11 obtained for that Class Member from a Notice Packet returned by the United States Postal
12 Service, the Notice Packet shall be re-mailed to the Last Known Address within five (5) business
13 days of receiving such information, the Notice Packet will be deemed mailed as of that date of re-
14 mailing, and the Class Member shall have until the Claims Period Deadline to submit a
15 Qualifying Claim Form. In either event, the Notice Packet shall be deemed received when it is
16 mailed for the second time under this paragraph.

17 2.8.6. All fully signed and timely submitted Claim Forms shall be deemed
18 Qualifying Claim Forms unless the Class Members also submits a written request for exclusion.
19 In which case, the Claims Administrator shall mail a cure letter to the Last Known Address of the
20 Class Member within five (5) business days, and the Class Member shall have an opportunity to
21 clarify his or her submission of a Claim Form within thirty (30) days of the date of that cure letter
22 or the Claims Period Deadline, whichever is later, to be deemed a Participating Claimant.

23 2.9. *Participating Claimants.*

24 2.9.1 Class Members who do not opt out of the Settlement Class pursuant to
25 Section 2.10 may elect to become Participating Claimants. Class Members who wish to receive
26 payment under the Settlement must return a Qualifying Claim Form, which will require each
27 Participating Claimant to agree to or dispute the accuracy of the Work Weeks listed.

28 2.9.2 To become a Participating Claimant, Class Members must return a
Qualifying Claim Form. Class Members who fail to do so will be deemed to have forever waived

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2 his or her right to be a Participating Claimant and receive payment under this settlement.
3 However, as long as they do not properly opt out of the Settlement, Class Members shall be
4 deemed Settlement Class Members and shall be subject to the Judgment even if they do not
5 submit a Qualifying Claim Form.

6 2.9.3 Class Members who, for future reference and mailings from the Court or
7 Claims Administrator, if any, wish to change the name or address listed on the envelope in which
8 the Notice Packet was first mailed to them, must fully complete, execute, and mail, per the
9 instructions therein, the Change of Address Section contained in the Class Notice or otherwise
10 notify the Claims Administrator or counsel in writing. The address provided shall be the
11 “Updated Address” for any such Class Member. Class Members who wish to change the name
12 listed on their Claim Form or payment check must also enclose a photocopy of their valid driver’s
13 license or other valid form of government-issued picture identification (*e.g.*, passport).

14 2.10 *Opt-Outs and Objections.*

15 2.10.1 Class Members have the option to retain their own attorney(s) in
16 connection with this Litigation at their own expense. Class Members who choose this option will
17 be responsible for their own attorneys’ fees or costs incurred as a result of this election. The
18 Notice of Class Action and Pending Settlement will advise Class Members of this option.

19 2.10.2 Class Members may elect to “opt out” of the Settlement Class and thus
20 exclude themselves from the Litigation and the Settlement Class. Class Members who wish to
21 exercise this option must submit a signed written request to be excluded from the Settlement to
22 the Claims Administrator on or before the Claims Period Deadline (as evidenced by the
23 postmark). The written request must state the Class Member’s: (a) full name, (b) last four digits
24 of Social Security number, and (c) Last Known Address. If the written request to “opt out” is
25 untimely, the Class Member will be deemed to have forever waived his or her right to opt out of
26 the Settlement Class. Class Members who do not timely opt out shall be deemed Settlement
27 Class Members. Class Members who timely opt out shall have no further role in the Litigation,
28 and for all purposes they shall be regarded as if they never were either a party to this Litigation or
a Class Member, and thus they shall not be entitled to any benefit as a result of this Litigation and

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2 shall not be entitled to or permitted to assert an objection to the Settlement.

3 2.10.3 Class Members who submit a written request to “opt out” and also submit a
4 Qualified Claim Form shall be sent a cure letter by the Claims Administrator, seeking
5 clarification of whether they intend to opt out of the Settlement Class or become a Participating
6 Claimant. Absent a response to the contrary, such Class Members shall be deemed to be
7 Participating Claimants.

8 2.10.4 Class Members who do not opt out of the Settlement Class pursuant to this
9 Section 2.10 may object to the Stipulation by filing written objections with the Court and mailing
10 copies of their written objections to Class Counsel, counsel for Comcast, and the Claims
11 Administrator no later than the Claims Period Deadline (as evidenced by the postmark). The
12 Notice of Class Action and Pending Settlement shall advise Class Members of this option. The
13 Claims Administrator shall immediately provide any such objections to Class Counsel and
14 counsel for Comcast.

15 2.11 *Final Approval of Settlement and Entry of Judgment.*

16 2.11.1 Within sixty (60) days after the Claims Period Deadline, Class
17 Representative, through Class Counsel, shall move the Court for entry of the Order of Final
18 Approval and the associated entry of Judgment. Comcast shall not oppose this motion, provided
19 that it is consistent with the terms of this Stipulation.

20 2.11.2 The Parties shall make all reasonable efforts to secure entry of the Order of
21 Final Approval. If the Court rejects the Stipulation, fails to enter the Order of Final Approval, or
22 fails to enter the Judgment, this Stipulation shall be void *ab initio*, and Comcast shall have no
23 obligations to make any payments under the Stipulation, except for Administrative Costs already
24 incurred by the Claims Administrator.

25 2.12 *Settlement Distribution.*

26 2.12.1. Within fifteen (15) days after the Effective Date, and only if the Effective
27 Date occurs, Comcast shall pay to the Claims Administrator through wire transfer the total
28 amount to be paid to all Participating Claimants, the amount of which shall not exceed the Net
Settlement Amount.

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2 2.12.2 Within twenty-five (25) days after the Effective Date and only if the
3 Effective Date occurs, the Claims Administrator shall mail to each Participating Claimant at his
4 or her Last Known Address, or Updated Address if obtained, his or her individual payment in
5 accordance with the terms of Section 2.4, less the employee's share of relevant withholdings.

6 2.12.3 Checks issued to Participating Claimants pursuant to this Stipulation shall
7 remain negotiable for a period of one hundred twenty (120) days from the date of mailing. The
8 funds associated with any checks not properly or timely negotiated shall be forwarded to the State
9 of California, Department of Unclaimed Funds, except that if a Class Member demonstrates to the
10 satisfaction of counsel for Comcast and Class Counsel that he or she had a reasonable excuse for
11 failing to negotiate the check within one hundred twenty (120) days, in which case Comcast,
12 itself, or through the Claims Administrator, shall reissue the check, which shall become void if
13 thereafter not negotiated within thirty (30) days. The Settling Parties hereby agree that such
14 funds represent settlement payments for matters disputed in good faith, not uncontested wage
15 payments, and they shall not be subject to escheat rules, *cy pres*, or other distribution not provided
16 for in this Stipulation. Participating Claimants who fail to negotiate their check(s) within the
17 specified time limit shall, like all Settlement Class Members, remain subject to the terms of the
18 Judgment.

19 2.12.4 Within seven (7) days after the mailing of the payments to Participating
20 Claimants discussed in Section 2.4, the Claims Administrator shall provide counsel for the
21 Settling Parties with a written confirmation of this mailing.

22 2.12.5 Amounts not claimed as described in Section 2.9 by Participating
23 Claimants shall not be distributed to any individual or entity and shall remain the exclusive
24 property of Comcast.

25 2.13 *Releases.*

26 2.13.1 Upon the Effective Date, Class Representative and each of the Settlement
27 Class Members, including all Participating Claimants, shall be deemed to have, and by operation
28 of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice,
relinquished, and discharged all Released State Law Claims.

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2 2.13.2 In addition, upon the Effective Date, Class Representative and each of the
3 Participating Claimants shall be deemed to have, and by operation of the Judgment shall have,
4 fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all
5 Released Federal Law Claims.

6 2.14. *Payment of Costs and Attorneys' Fees and Enhancement payment.*

7 2.14.1 Within fifteen (15) days after the Effective Date, and only if the Effective
8 Date occurs, subject to Court approval, Comcast shall pay to the Claims Administrator through
9 wire transfer: (1) all attorneys' fees in an amount allowed by the Court not to exceed \$437,500
10 (which is 25% of the Maximum Settlement Amount); (2) up to \$25,000 for all Litigation costs
11 and expenses; and (3) up to \$10,000 to Class Representative for his Class Representative
12 Enhancement payment. Any amounts requested, and not paid, to Class Counsel or Class
13 Representative will be included in the Net Settlement Amount for distribution to Participating
14 Claimants.

15 2.14.2. Within twenty-five 25 days after the Effective Date, the Claims
16 Administrator shall distribute the amounts as provided to Class Counsel for all attorneys' fees and
17 costs and to Class Representative for his Enhancement payment.

18 2.14.3 Payments made per this Section shall constitute full satisfaction of any
19 claim for fees or costs, and Class Representative and Class Counsel, on behalf of themselves and
20 all Settlement Class Members, agree that they shall not seek nor be entitled to any additional
21 attorneys' fees or costs for the Released Claims. Class Representative and Class Counsel agree
22 that they shall be responsible for requesting approval of the amount of this cost and fee payment
23 from the Court, and they agree to submit, if necessary, materials to support their request for
24 payments along with the motion for preliminary or final approval of the Stipulation pursuant to
25 Section 2.7. Provided it is consistent with this Stipulation, Comcast will not oppose the amount
26 of fees or costs requested by Class Counsel. Class Counsel shall provide counsel for Comcast
27 and the Claims Administrator with the pertinent taxpayer identification numbers and instructions
28 on the total amount of the payment for wiring and reporting purposes seven (7) days or more
before these payments are due to be made. Other than any reporting of this fee payment as

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2 required by this Stipulation or law, which Comcast or the Claims Administrator shall make, Class
3 Counsel, Class Representative, and Participating Claimants shall alone be responsible for the
4 reporting and payment of any federal, state, and/or local income or other form of tax on any
5 payment that they receive pursuant to this Stipulation.

6 2.14.4 By signing this Stipulation, Shawn Blouin agrees to be a Settlement Class
7 Member and a Participating Claimant subject to the Judgment, and in light of this agreement, it
8 shall not be necessary for him to complete a Claim Form, unless he disputes the information
9 pertaining to the weeks that he worked in a Covered Position. The Parties agree that Comcast,
10 through the Claims Administrator, shall report the Enhancement payment on a Form 1099 MISC
11 as non-wage income in the year of payment, and that Comcast, through the Claims Administrator,
12 will report the payment of Shawn Blouin's individual payment pursuant to Section 2.4 according
13 to the terms of this Stipulation, and with the understanding that Shawn Blouin shall be deemed to
14 have submitted a valid claim. Other than the reporting and withholding set forth in this Section,
15 and with the exception of the employer's share of any federal and state taxes, Shawn Blouin shall
16 be responsible for the reporting and payment of any federal, state, and/or local income or other
17 form of tax on any payment made to him pursuant to this Section.

18 2.14.5 In the event that the Court (or any appellate court) awards less than the
19 amount requested for attorneys' fees and/or costs, or less than the amount requested as
20 Enhancement payment for Class Representative as set forth in Section 2.14.1, only the awarded
21 amounts shall be paid and shall constitute satisfaction of the obligations of this Section and full
22 payment thereunder, and any remaining or unawarded portion of the requested fee, cost, and/or
23 Enhancement payment shall be included in the Net Settlement Amount to be distributed to
24 Participating Claimants.

25 2.14.6 Comcast shall have no responsibility for, and no liability whatsoever with
26 respect to, the allocation among the Class Representative, Class Counsel, and/or any other Person
27 who may assert some claim thereto, of any award or payment issued or made in the Litigation or
28 pursuant to this Stipulation, including, but not limited to, any award or payment pursuant to
Section 2.4 or Section 2.14.

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2.15. *Claims Administrator.*

2.15.1 Within fifteen (15) days after the Effective Date, and only if the Effective Date occurs, subject to Court approval, Comcast shall pay to the Claims Administrator through wire transfer the fees and expenses reasonably incurred by the Claims Administrator as a result of procedures and processes expressly required by this Stipulation and approved by the Court, up to a maximum of \$68,000. In no event will the fees and expenses incurred by the Claims Administrator cause Comcast's total payments to exceed the Maximum Settlement Amount.

2.15.2 The Claims Administrator's actions shall be governed by the terms of this Stipulation. Comcast may engage in communications with the Claims Administrator and make payment to the Claims Administrator for its services and engage in related communications with the Claims Administrator without notice or copies to Class Counsel, any Class Members, or the Court. Class Counsel may provide relevant information needed by the Claims Administrator per this Stipulation and engage in related communications with the Claims Administrator, without notice and copies to Comcast. Notwithstanding, to the extent any disputes arise in the Stipulation's administration or regarding a Class Member's claims, Class Counsel and counsel for Comcast may communicate with the Claims Administrator and vice versa in a good faith effort to resolve the disputes.

2.15.3 In the event that either Comcast or Class Representative take the position that the Claims Administrator is not acting in accordance with the terms of the Stipulation, counsel for such party shall meet and confer first with counsel for the other party and, if necessary, with the Claims Administrator or the Court.

2.16. *Termination of Settlement.*

2.16.1 In the event that the Stipulation is not approved by the Court, without leave to amend, excluding changes to formatting or fixing typographical errors therein, or in the event that the settlement set forth in the Stipulation is terminated, cancelled, declared void, or fails to become effective in accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, no payments shall be made by Comcast or the Claims Administrator to anyone in accordance with the terms of this Stipulation except for

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2 Administrative Costs already incurred by the Claims Administrator shall be paid by Comcast, and
3 the Settling Parties will bear their own costs and fees with regard to the efforts to obtain Court
4 approval. In such event, this Stipulation (except for those provisions relating to non-admission
5 and denial of liability set forth in Sections I, IV, 2.3, 2.17.5, 2.17.6, and this Section 2.16) shall be
6 deemed null and void, its terms and provisions shall have no further force and effect with respect
7 to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any
8 purpose, and any Judgment or order entered by the Court in accordance with the terms of the
9 Stipulation shall be treated as vacated, *nunc pro tunc*. In any such event, if the class or collective
10 action described in Section 2.3 has already been certified for settlement purposes, the Parties will
11 jointly move, as soon as possible, to decertify the class and/or collective action, and the Court
12 shall issue an order decertifying the class or collective action. Notwithstanding any other
13 provision of this Stipulation, no order of the Court, or modification or reversal on appeal of any
14 order of the Court, reducing the amount of any attorneys' fees or costs to be paid by Comcast to
15 Class Counsel or reducing the amount of the Enhancement payment to Class Representative shall
16 constitute grounds for cancellation or termination of the Stipulation or grounds for limiting any
17 other provision of the Judgment.

18 2.16.2 Comcast shall have the absolute discretionary right to terminate this
19 Stipulation in the event that any of the following conditions occur:

20 2.16.2.1 In the event that five percent (5%) or more of all Class
21 Members submit valid written requests for exclusion (*i.e.*, opt-out) from the Settlement Class
22 pursuant to Section 2.10.

23 2.16.2.2 In the event that the Stipulation is construed in such a
24 fashion that would require Comcast to pay more than the Maximum Settlement Amount.

25 2.16.2.3 In the event that the Court does not certify, for settlement
26 purposes, a class action and collective action consistent with Section 2.3 or otherwise makes an
27 order materially inconsistent with any of the terms of this Stipulation.

28 2.16.2.4 In the event that any court, prior to the Court's Order of
Final Approval, whether on a conditional basis or not, certifies a class or collective action that

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2 asserts any claim included in the Released State Law Claims or Released Federal Law Claims set
3 forth, respectively, in Sections 1.32 and 1.33. Comcast's counsel presently is not aware of any
4 other Court imminently certifying a class or collective action involving any such claims.

5 2.16.2.5 In the event that there are any material changes to this
6 Stipulation not approved by Comcast.

7 2.16.3 To the extent Comcast chooses to exercise the option established in Section
8 2.16.2 and its subsections, it must do so through written notice to Class Counsel within twenty-
9 one (21) days of receiving notice of the event(s) set forth in 2.16.2 and its subsections.

10 2.17. *Miscellaneous Provisions.*

11 2.17.1 The only Class Members, other than the Class Representative, entitled to
12 any payment under this Stipulation and the associated Judgment are Participating Claimants, and
13 they shall be entitled to their individual payments pursuant to Section 2.4 only. This Stipulation
14 and the associated Judgment do not and will not create any unpaid residue or unpaid residual, and
15 no distribution of such shall be required. The provisions of California Code of Civil Procedure
16 Section 384 do not apply to this action or this Stipulation, and a holding to the contrary will be a
17 ground for Comcast to void the settlement. Those parts of the Maximum Settlement Amount that
18 are not claimed shall remain the exclusive property of Comcast, and any holding to the contrary
19 will be a ground for Comcast to void the settlement.

20 2.17.2 Comcast's sole obligations to Class Counsel and the Claims Administrator
21 are set forth in this Stipulation. Class Counsel shall hold Comcast harmless for an award of fees
22 or costs beyond those made in accordance with the Stipulation and shall not seek to recover any
23 fees or costs awarded in excess of the terms in this Stipulation.

24 2.17.3 Comcast and Class Counsel agree to waive appeals with the sole exception
25 that Class Counsel can appeal a reduction, if any, in the attorneys' fees and costs amount and
26 Class Representative's Enhancement payment so long as such appeal does not otherwise alter the
27 terms of this Stipulation.

28 2.17.4 The Settling Parties (a) acknowledge that it is their intent to consummate
this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effect and

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2 implement all terms and conditions of the Stipulation and to exercise their best efforts to
3 accomplish the foregoing terms and conditions of the Stipulation, including but not limited to
4 obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class or
5 collective action lawsuit that alleges any of the Released State Law Claims and/or Released
6 Federal Law Claims set forth in Sections 1.32 and 1.33, respectively, of this Stipulation.

7 2.17.5 The Stipulation compromises claims which are contested in good faith, and
8 it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or
9 any potential defense. The Settling Parties agree that the amounts paid in settlement and the other
10 terms of the Stipulation were negotiated in good faith by the Settling Parties, and reflect a
11 settlement that was reached voluntarily after consultation with competent legal counsel.

12 2.17.6 Comcast specifically and generally denies any and all liability or
13 wrongdoing of any sort with regard to any of the claims asserted in the Litigation and makes no
14 concessions or admissions of liability of any sort. Neither the Settlement, nor any act performed
15 or document executed pursuant to, or in furtherance of, the Settlement: (a) is or may be deemed
16 to be or may be used as an admission of, or evidence of, the validity of any claims released as set
17 forth in Sections 1.10, 1.32 and 1.33, or of any wrongdoing or liability of Releasees, or any of
18 them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any
19 fault or omission of Releasees, or any of them, in any civil, criminal or administrative proceeding
20 in any court, administrative agency, or other tribunal. Class Representative and Class Counsel
21 agree not to argue or present any argument that, based on this Stipulation, Comcast could not
22 contest class certification or collective action certification on any grounds, or assert any and all
23 other potential defenses and privileges if this Litigation were to proceed. Class Representative
24 and Class Counsel hereby waive such arguments and agree they will not take a position contrary
25 to this provision. Comcast may contest class or collective action certification on any grounds in
26 the Litigation or in any other lawsuit if the Court fails to enter the Order of Final Approval; this
27 Stipulation shall not be deemed an admission by, or ground for estoppel in the Litigation or in any
28 other lawsuit against, Comcast that class or collective action certification in the Litigation is
proper or cannot be contested on any grounds.

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2 2.17.7 All of the exhibits to the Stipulation are material and integral parts hereof
3 and are fully incorporated herein by this reference.

4 2.17.8 The Stipulation may be amended or modified only by a written instrument
5 signed by authorized representatives of the Settling Parties or their respective successors-in-
6 interest.

7 2.17.9 The Stipulation constitutes the entire agreement between the Settling
8 Parties hereto and no representations, warranties, or inducements have been made to any party
9 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
10 contained and memorialized in such documents. Except as otherwise provided herein, each
11 Settling Party shall bear his or its own costs. Comcast's complete obligations are detailed herein,
12 and the Settling Parties agree and understand that there shall be no injunctive relief included as
13 part of any Court Order as to them.

14 2.17.10 Class Counsel, on behalf of the Class, represents that, after consultation
15 with and approval by Class Representative, Class Counsel is expressly authorized by Class
16 Representative to take all appropriate action required or permitted to be taken by the Class
17 pursuant to the Stipulation to effect its terms, and also is expressly authorized to enter into any
18 modifications or amendments to the Stipulation on behalf of the Class which Class Counsel
19 deems appropriate. Similarly, Comcast's counsel represents that it is expressly authorized to take
20 all appropriate action required or permitted to be taken by Comcast pursuant to the Stipulation to
21 effect its terms, and also is expressly authorized to enter into any modifications or amendments to
22 the Stipulation on behalf of Comcast which it deems appropriate.

23 2.17.11 Each counsel or other Person executing the Stipulation or any of its
24 exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do
25 so.

26 2.17.12 The Stipulation may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same instrument. A
28 complete set of original executed counterparts shall be filed with the Court.

2.17.13 Whenever this Stipulation requires or contemplates that one party, the

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2 Court or the Claims Administrator shall or may give notice to another, notice shall be provided by
3 e-mail, facsimile and/or next-day (excluding Sunday) express delivery service as follows:

4 (i) If to Comcast, then to:

5 Theresa Mak, Esq.
6 Morgan, Lewis & Bockius LLP
7 One Market Street, Spear Tower
8 San Francisco, California 94105
9 Tel: (415) 442-1000
10 Fax: (415) 442-1001
11 E-mail: tmak@morganlewis.com

12 (ii) If to Class Representative, then to:

13 Ira Spiro, Esq.
14 H. Scott Leviant, Esq.
15 Linh Hua, Esq.
16 Spiro Moss LLP
17 11377 W. Olympic Blvd., 5th Floor
18 Los Angeles, CA 90064
19 Tel: (310) 235-2468
20 Fax: (310) 235-2456
21 E-mail: ira@spiomoss.com
22 scott@spiomoss.com
23 linh@spiomoss.com

24 2.17.14 The Stipulation shall be binding upon, and inure to the benefit of, the
25 successors and assigns of the parties hereto; but this Stipulation is not designed to and does not
26 create any third-party beneficiaries either express or implied.

27 2.17.15 The Court shall retain jurisdiction with respect to the implementation and
28 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
Court for purposes of implementing and enforcing the terms of the Stipulation. Any action to
enforce this Stipulation shall be commenced and maintained only in the Court.

2.17.16 The Stipulation shall be considered to have been negotiated, executed,
and delivered, and to have been wholly performed, in the State of California, and the rights and
obligations of the Settling Parties to the Stipulation shall be construed and enforced in accordance
with, and governed by, the substantive laws of the State of California without giving effect to that
State's choice of law principles.

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2 2.17.17 The language of all parts of this Stipulation shall in all cases be construed
3 as a whole, according to its fair meaning, and not strictly for or against either party. No party
4 shall be deemed the drafter of this Stipulation. The Settling Parties acknowledge that the terms of
5 the Stipulation are contractual and are the product of arm's length negotiations between the
6 Settling Parties and their counsel. Each party and its or his counsel cooperated in the drafting and
7 preparation of the Stipulation. In any construction to be made of the Stipulation, the Stipulation
8 shall not be construed against any party and the canon of contract interpretation set forth in
9 California Civil Code Section 1654 shall not be applied.

10 2.17.18 Prior to the filing of this Stipulation with the Court, the Settling Parties
11 and their respective counsel agree to keep the fact of settlement, this Stipulation, and their
12 settlement negotiations confidential and will not disclose that information to any third party
13 (including the press).

14 2.17.19 At all times, Class Representative and Class counsel specifically agree
15 that they shall not hold press conferences or otherwise contact the media, including, but not
16 limited to, television, radio or newspapers. If asked about the Settlement, Class Representative
17 and Class Counsel shall decline to comment, or, at most, shall respond that there was a dispute
18 regarding the legality of Comcast's former rounding policy in California call centers and whether
19 Comcast paid for all time worked and that the dispute was resolved on a mutually agreeable and
20 reasonable basis. Class Representative and Class Counsel further agree that they shall not use the
21 Settlement or Comcast's name in any marketing materials. Class Representative and Class
22 Counsel also agree that they shall not state or otherwise provide any facts, information or
23 argument beyond what has been publicly filed with the Court on any websites or on any other
24 materials not in connection with this case.

25 2.18. *Return of All Documents and Other Discovery.*

26 Within sixty days (60) after the Effective Date, the Class Representative and Class
27 Counsel shall comply with the Stipulated Protective Order filed with the Court on April 29, 2009
28 and the Confidentiality Agreement the Settling Parties entered into on or about August 14, 2009
and return to Comcast or destroy all materials protected by the Stipulated Protective Order and

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Confidentiality Agreement. Specifically, Class Representative and Class Counsel shall return to Comcast or destroy all materials produced or obtained from Comcast during the Litigation by formal or informal discovery, including materials obtained for and at the mediations between the Settling Parties on December 16, 2009 and June 8, 2010 and during settlement discussions. This shall include, but not be limited to, business records, proprietary information, compensation information, or any other documents, materials, summaries, or notes dealing with or in any way related to the claims asserted. As provided in the Stipulated Protective Order, Class Counsel may retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

Dated: November __, 2010

MORGAN, LEWIS & BOCKIUS LLP

By _____
Daryl S. Landy
Attorneys for Defendant
COMCAST CORPORATION

Dated: November __, 2010

COMCAST CORPORATION

By _____
Name:
Title:

Dated: November __, 2010

SPIRO MOSS LLP

By _____
Ira Spiro
Attorneys for Plaintiff
SHAWN BLOUIN

Dated: November 30, 2010

By  _____
Shawn Blouin

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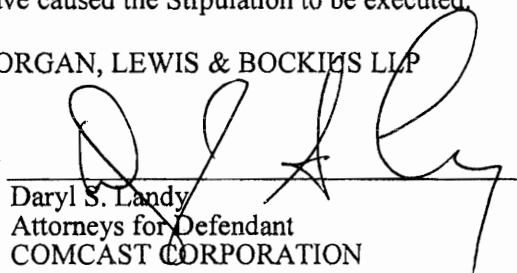
Confidentiality Agreement. Specifically, Class Representative and Class Counsel shall return to Comcast or destroy all materials produced or obtained from Comcast during the Litigation by formal or informal discovery, including materials obtained for and at the mediations between the Settling Parties on December 16, 2009 and June 8, 2010 and during settlement discussions. This shall include, but not be limited to, business records, proprietary information, compensation information, or any other documents, materials, summaries, or notes dealing with or in any way related to the claims asserted. As provided in the Stipulated Protective Order, Class Counsel may retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

Dated: January 20, 2011

MORGAN, LEWIS & BOCKIUS LLP


By


Daryl S. Landy
Attorneys for Defendant
COMCAST CORPORATION

Dated: January 20, 2011

COMCAST CORPORATION

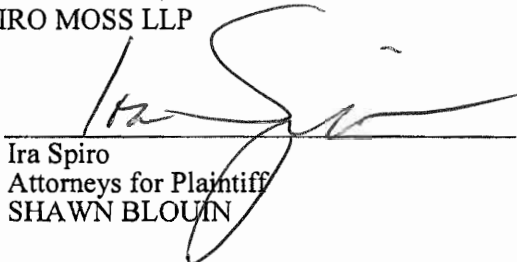
By


Name: **ARTHUR R. BLOCK**
Title: **Senior Vice President**

Dated: January 24, 2011

SPIRO MOSS LLP

By


Ira Spiro
Attorneys for Plaintiff
SHAWN BLOUIN

Dated: January __, 2011

By

Shawn Blouin

Diana Lee

From: ECF-CAND@cand.uscourts.gov
Sent: Thursday, March 03, 2011 5:08 PM
To: efiling@cand.uscourts.gov
Subject: Activity in Case 3:08-cv-04787-MEJ Blouin v. Comcast Corp. Motion for Attorney Fees

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

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U.S. District Court
Northern District of California
Notice of Electronic Filing or Other Case Activity

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The following transaction was received from by Leviant, Howard entered on 3/3/2011 5:08 PM PST and filed on 3/3/2011

Case Name: Blouin v. Comcast Corp.
Case Number: [3:08-cv-04787-MEJ](#)
Filer: Shawn Blouin
Document Number: [45](#)

Docket Text:

MOTION for Attorney Fees Class Representative Enhancement and Costs filed by Shawn Blouin. Motion Hearing set for 7/14/2011 10:00 AM in Courtroom B, 15th Floor, San Francisco before Magistrate Judge Maria-Elena James. (Attachments: # (1) Affidavit of H. Scott Leviant, Esq., # (2) Proposed Order)(Leviant, Howard) (Filed on 3/3/2011)

3:08-cv-04787-MEJ Notice has been electronically mailed to:

Daryl Steven Landy dlandy@morganlewis.com, richard.jackson@morganlewis.com

Howard Scott Leviant scott@spiromoss.com

Jennifer Ann Lockhart jlockhart@morganlewis.com, gjohnson@morganlewis.com

Linh Hua Linh@spiromoss.com, diana@spiromoss.com

Robert Ira Spiro ira@spiromoss.com, diana@spiromoss.com

Theresa C. Mak tmak@morganlewis.com, adoyle@morganlewis.com

3:08-cv-04787-MEJ Please see [General Order 45 Section IX C.2 and D](#); Notice has NOT been electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\2011 03-01 PLD-MTN for Fees - Costs - Enhancements - Final - Comcast.pdf

Electronic document Stamp:

[STAMP CANDStamp_ID=977336130 [Date=3/3/2011] [FileNumber=7227754-0] [79bf1a1b86abca1b4ae55bf30a362e80cdbdcc37f3a5e2c19d51288aa29a858cab62a6ee58429c811b4517a7bd233ef63276bcade9c2f274d41dcf28e89f6bf5]]

Document description:Affidavit of H. Scott Leviant, Esq.

Original filename:C:\fakepath\2011 03-01 PLD-DEC of HSL re Fees - Costs - Enhancements - Complete - Comcast.pdf

Electronic document Stamp:

[STAMP CANDStamp_ID=977336130 [Date=3/3/2011] [FileNumber=7227754-1] [9cd194b80dfd2fb56c6df83570ad536b1f74bc39da8c57c7d705b79558db53ae058695b1895211f80115b591a82810eaebdb64e1bfe0a85f9abc83d08e35f743]]

Document description:Proposed Order

Original filename:C:\fakepath\2011 03-01 PLD-ORD re Fees - Costs - Enhancements - Comcast.pdf

Electronic document Stamp:

[STAMP CANDStamp_ID=977336130 [Date=3/3/2011] [FileNumber=7227754-2] [a84465b5ae9c9df5a3673ca2617f407452c3fd07d4101f12df70ff8c70c98c1e2e5a28dcac99a0823f42ef3b690d9b3b759f995a01fefc665fb8cf7a68555885]]