

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (the “Settlement Agreement” or “Settlement”) is entered into by and between Plaintiffs Javier Rodriguez, Darren Couturier, Harry Charcalis, and Jorge Esquilin (collectively, “Plaintiffs”), individually and on behalf of all other Settlement Class Members (defined below) and Collective Members (defined below), and Comcast Cable Communications Management, LLC (“Comcast”), subject to the approval of the Court. Plaintiffs and Comcast are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meaning ascribed to them below:

a. “Action” means the action *Rodriguez, et al v. Tri-Wire Engineering Solutions, Inc., et al*, United States District Court, District of Massachusetts, Case No. 21-cv-10752.

b. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP and Berger Montague PC.

c. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel actually incurred in connection with this Action, which is currently estimated not to exceed \$75,000, including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

d. “Class List” means an electronic database containing a list of Settlement Class Members that Comcast will compile from its records. The Class List shall include each Settlement Class Member’s: (i) full name; (ii) last-known address; (iii) last-known email address (if any); and (iv) last-known telephone number (if any). The Class list shall also include Comcast’s best estimate of: (i) the total number of workweeks that each Settlement Class Member worked in the State of Maine between May 5, 2018 and October 29, 2021; (ii) the total number of workweeks that each Settlement Class Member worked in the Commonwealth of Massachusetts between May 5, 2018 and October 29, 2021; (iii) the total number of workweeks that each Settlement Class Member worked in the State of New Hampshire between May 5, 2018 and October 29, 2021; (iv) the total number of workweeks that each Settlement Class Member worked in the State of New Jersey between May 5, 2015 and October 29, 2021; (v) the total number of workweeks that each Settlement Class Member worked in the Commonwealth of Pennsylvania between May 5, 2018 and October 29, 2021; and (vi) the total number of workweeks that each Collective Member worked in the United States of America, excluding the states of Maine, New Hampshire, Massachusetts, New Jersey, and Pennsylvania, between May 5, 2018 and October 29, 2021. The Class List shall also include an indication of whether the Settlement Class Member is a Collective Member.

e. The “Collective Members” means all individuals employed by Tri-Wire as hourly non-exempt employees working as Technicians between May 5, 2018 and October 29, 2021, and whose opt-in consent form has been filed (and not withdrawn) in this Action.

f. “Contingency Reserve Fund” means a Ten Thousand Dollar (\$10,000.00) contingency reserve fund designed to effectuate the purposes of the Settlement Agreement, including to correct any errors relating to the Settlement Award allocations as agreed by the Parties, make payments to individuals who were not included as Settlement Class Members but have a good faith claim for participation, or any other reasonable purpose necessary to effectuate the Settlement.

g. “Court” means the United States District Court, District of Massachusetts, or any other Court of competent jurisdiction in which the Parties agree to seek approval of this Settlement.

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

i. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP.

j. “Effective Date” means (i) if any timely objection is filed to the Settlement that is not subsequently withdrawn, then the date of the expiration of time for appeal of the Court’s Final Approval Order if the objection is overruled and no appeal is filed; or (ii) if any timely objection and appeal by an objector is filed, then after any appeal is dismissed or the Court’s Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the Settlement, or if any objections that were filed are withdrawn before the date of final approval, then the first business day after the Court’s order granting Final Approval of the Settlement, whichever is latest.

k. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services rendered to Plaintiffs, Collective Members, and the Settlement Class in the Action. Class Counsel will not seek more than one-third of the Gross Settlement Amount, *i.e.*, up to \$665,000.00, as their Fee Award.

l. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (i) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (ii) if an appeal, motion, or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion, or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys’ fees, attorneys’ costs, or any Service Award shall not in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming “effective.”

m. “Final Approval” or “Final Approval Order” means the Court’s Order approving the Settlement and entering judgment.

n. “Final Approval Hearing” means the hearing to be held by the Court to consider Final Approval of the Settlement.

o. “Gross Settlement Amount” means the non-reversionary total amount that Comcast shall pay in connection with this Settlement in exchange for the release of the Settlement Class Members’ Released Claims, as defined in paragraph 11 below, and for the other commitments herein of the Plaintiffs and Settlement Class Members who do not submit valid letters requesting exclusion from the Settlement. The Gross Settlement Amount is the gross sum of One Million Nine Hundred Ninety-Five Thousand Dollars and No Cents (\$1,995,000.00). The Gross Settlement Amount includes: (i) all Settlement Awards to Settlement Class Members; (ii) Plaintiffs’ Service Awards; (iii) Attorneys’ Fees and Costs to Class Counsel; (iv) Settlement Administration Costs to the Settlement Administrator; and (iv) the Contingency Reserve Fund. Except for Comcast’s portion of payroll taxes on Settlement Awards to Settlement Class Members (“Comcast’s Payroll Taxes”), which are to be paid by Comcast separate from the Gross Settlement Amount and which may be returned to Comcast by the relevant taxing authority only to the extent that Settlement Awards are not cashed by some individuals, the Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from Comcast’s payment of the Gross Settlement Amount and Comcast’s Payroll Taxes. There will be no reversion to Comcast for any portion of the Gross Settlement Amount.

p. “Tri-Wire” means Tri-Wire Engineering Solutions, Inc.

q. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsel’s Costs; (iv) Settlement Administrator Costs; and (v) Contingency Reserve Fund.

r. The “Maine Class” or “Members of the Maine Class” means all individuals employed in Maine by Tri-Wire who provided services for the customers of Comcast, in whole or in part, as hourly non-exempt employees working as Technicians between May 5, 2018 and October 29, 2021.

s. The “Massachusetts Class” or “Members of the Massachusetts Class” means all individuals employed in Massachusetts by Tri-Wire who provided services for the customers of Comcast, in whole or in part, as hourly non-exempt employees working as Technicians between May 5, 2018 and October 29, 2021.

t. The “New Hampshire Class” or “Members of the New Hampshire Class” means all individuals employed in New Hampshire by Tri-Wire who provided services for the customers of Comcast, in whole or in part, as hourly non-exempt employees working as Technicians between May 5, 2018 and October 29, 2021.

u. The “New Jersey Class” or “Members of the New Jersey Class” means all individuals employed in New Jersey by Tri-Wire who provided services for the customers of Comcast, in whole or in part, as hourly non-exempt employees working as Technicians between May 5, 2015 and October 29, 2021.

v. “Notice Deadline” means the date sixty (60) days after the Settlement Notice is initially mailed by first class mail to the Settlement Class. State Class Members shall have until the Notice Deadline to object to or opt-out of the Settlement.

w. “Party” (if individually) and “Parties” (if used collectively) means the parties to this Settlement Agreement: Plaintiffs Javier Rodriguez, Harry Charcalis, Darren Couturier, and Jorge Esquilin; and Comcast Cable Communications Management, LLC.

x. The “Pennsylvania Class” or “Pennsylvania Class Members” means all individuals employed in Pennsylvania by Tri-Wire who provided services for the customers of Comcast, in whole or in part, as hourly non-exempt employees working as Technicians between May 5, 2018 and October 29, 2021.

y. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Order preliminarily approving the terms and conditions of this Settlement Agreement.

z. “Releasees” or “Released Parties” means Comcast and its present and former parent companies (including Comcast Corporation), subsidiaries, related or affiliated companies, and all such entities’ shareholders, officers, directors, employees, agents, attorneys, insurers, plan administrators, successors and assigns, and any other individual or entity that could be liable for any of the Released Claims except for Tri-Wire.

aa. “Service Award” means the payments to Plaintiffs Javier Rodriguez, Harry Charcalis, Darren Couturier, and Jorge Esquilin, if approved by the Court, for their efforts in bringing and prosecuting this matter. Plaintiffs will not request or seek approval of a Service Award exceeding the following amounts: Five Thousand Dollars (\$5,000.00) for Plaintiff Javier Rodriguez, Five Thousand Dollars (\$5,000.00) for Plaintiff Harry Charcalis, Five Thousand Dollars (\$5,000.00) for Plaintiff Darren Couturier, and Five Thousand Dollars (\$5,000.00) for Plaintiff Jorge Esquilin.

bb. “Settlement Administrator” means Phoenix Class Action Administration Solutions, the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

cc. “Settlement Award” means the payment that each Settlement Class Member shall be entitled to receive pursuant to the terms of this Settlement Agreement.

dd. The “Settlement Class” or “Settlement Class Members” means all Members of the Maine Class, all Members of the Massachusetts Class, all Members of the New Hampshire Class, all Members of the New Jersey Class, all Members of the Pennsylvania Class, all Collective Members, and the Plaintiffs.

ee. “Settlement Class Members’ Released Claims” means the claims released by State Class Members who do not timely and validly request exclusion from the Settlement and Collective Members, as set forth in paragraph 11 of the Settlement Agreement.

ff. “Settlement Notice” means the Notice of Class Action Settlement to be issued to State Class Members, including the Plaintiffs, and Notice of Collective Action settlement to be issued to Collective Members who are not also State Class Members, substantially in the forms as Exhibits A and B attached hereto, respectively, or as approved by the Court.

gg. “State Class Members” means all Members of the Maine Class, all Members of the Massachusetts Class, all Members of the New Hampshire Class, all Members of the New Jersey

Class, and all Members of the Pennsylvania Class, including the Plaintiffs (who agree by signing below that they will not opt-out of or object to the Settlement).

RECITALS

1. On May 7, 2021, Plaintiffs filed a class and collective action against Tri-Wire, Comcast Corporation, and Comcast Cable Communications Management, LLC. In their Complaint, Plaintiffs assert claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”) and under Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania wage and hour laws. The claims asserted are made both individually and on behalf of persons alleged to be similarly situated for claims arising under the FLSA and the wage and hour laws of Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania. Defendants and Tri-Wire filed their Answers on July 19, 2021, denying Plaintiffs’ allegations. On September 13, 2021, Tri-Wire filed for Chapter 11 bankruptcy protection in the District of Massachusetts bankruptcy court (*see* bankruptcy case docketed #21-11322).

2. Specifically, Plaintiffs assert the following claims: (1) minimum wage, overtime, and recordkeeping violations under the FLSA; (2) minimum wage and overtime violations of the Maine Minimum Wage and Overtime Law; (3) violation of the Maine Employment Practices Act regarding unpaid wages; (4) violation of the Maine Employment Practices Act regarding deductions; (5) minimum wage and overtime violations of the Massachusetts Wage Act; (6) violation of the Massachusetts Wage Act regarding timely payment of wages; (7) minimum wage and overtime violations of the New Hampshire Minimum Wage Law; (8) violation of the New Hampshire Withholding of Wages Law; (9) breach of contract under New Hampshire law (alleged only against Tri-Wire); (10) minimum wage and overtime violations of the New Jersey Wage and Hour Law; (11) violation of the New Jersey Wage Payment Law; (12) breach of contract under New Jersey law (alleged only against Tri-Wire); (13) minimum wage and overtime violations of the Pennsylvania Minimum Wage Act; and (14) violation of the Pennsylvania Wage Payment Collection Law.

3. Plaintiffs filed a motion to facilitate notice under the FLSA, 29 U.S.C. § 216(b) on September 10, 2021. The Court granted Plaintiffs’ motion on January 25, 2022, after it was opposed only with regard to the scope of the proposed collective action. A total of 249 individuals (including Plaintiffs) have filed FLSA opt-in consent forms in the Action.

4. On November 30, 2022, the Parties participated in a full-day mediation before respected wage and hour mediator Judge Diane Welsh (Ret.). The Parties agreed to resolve the Action, and thereafter negotiated the specific terms of this Settlement and have agreed to settle the Action as provided in a Memorandum of Understanding (“MOU”) and as finalized in this Settlement Agreement.

5. Class Counsel represents that it has made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Plaintiffs and Class Counsel have considered: (a) the facts developed during pre-mediation, informal and formal discovery, and the Parties’ mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of consummating this Settlement

according to the terms of this Settlement Agreement. Plaintiffs and Class Counsel have concluded that the terms of this Settlement are fair, reasonable, and adequate, and that it is in the best interests of Settlement Class Members (as defined above) to settle their claims pursuant to the terms set forth herein.

6. Defendants deny all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, as well as deny the allegations asserted in the Action, including in particular that they employed, jointly or otherwise, any individual employed by Tri-Wire. Defendants have agreed to resolve the Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and collective action treatment on any grounds, to seek decertification, as well as to assert any and all other privileges and potential defenses. This Settlement and Settlement Agreement shall not be construed as an admission by Defendants or any of the Releasees (as defined above) of any fault, liability, or wrongdoing, which Defendants expressly deny, shall not be referenced to support liability, damages, certification, or to oppose decertification in any other action, and shall not be referenced in any way in future litigation of this Action if the Effective Date does not occur.

7. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, the Settlement becomes Final, and the Effective Date occurs.

8. The Parties stipulate and agree that, for settlement purposes only, the requisites for class certification pursuant to Fed. R. Civ. P. 23 are met, recognizing that the Court need not assess manageability given the absence of any anticipated class trial. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not collective or class certification or decertification would be appropriate in a non-settlement context. Defendants deny that class and/or collective action treatment is appropriate in the litigation context or for trial.

9. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement except with regard to obligations imposed by this Agreement in paragraphs 6 and 8 above, and paragraphs 35, 36, 38, and 40 below.

10. In consideration of the terms set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the occurrence of the Effective Date and the other conditions set forth herein, that Plaintiffs' and the Settlement Class Members' claims as described herein shall be settled, compromised, and dismissed, on the merits and with prejudice, and that the Plaintiffs' and Settlement Class Members' Released Claims (as defined in paragraph 11 below) shall be finally and fully compromised, settled, and dismissed in the manner and upon the terms and conditions set forth below.

RELEASES

11. **Settlement Class Members' Released Claims.** Upon the Effective Date, and except as to rights to enforce this Settlement Agreement, the following claims shall be released against Releasees, finally, forever, and with prejudice, as follows:

a. **Released FLSA Claims:** Collective Members (including Plaintiffs) shall release all Releasees from any and all claims arising from any employment by Tri-Wire under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., as well as any state and local minimum wage and overtime wage claims based on or arising out of the same factual predicates described in the Complaint, to the extent they overlap with the time period between May 5, 2018 and the Effective Date. The Parties intend and agree that the Final Approval Order and Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

b. **Released Maine Class Claims:** The Maine Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described above in (a) under any applicable law or legal theory of the state/locality where the Maine Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the Maine Minimum Wage and Overtime Law, 26 M.R.S.A. § 663, and the Maine Employment Practices Act, 26 M.R.S.A. § 629, between May 5, 2018 and the Effective Date.

c. **Released Massachusetts Class Claims:** The Massachusetts Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the Massachusetts Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief,

declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the Massachusetts Wage Act, Mass. Gen. L. c. 151 § 1A et seq., between May 5, 2018 and the Effective Date.

d. Released New Hampshire Class Claims: The New Hampshire Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the New Hampshire Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the New Hampshire Minimum Wage Law, N.H. Rev. Stat. § 279 et seq., and the New Hampshire Withholding of Wages Law, N.H. Rev. Stat. § 275 et seq., between May 5, 2018 and the Effective Date.

e. Released New Jersey Class Claims: The New Jersey Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the New Jersey Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a et seq., and New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1 et seq., between May 5, 2015 and the Effective Date.

f. Released Pennsylvania Class Claims: The Pennsylvania Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid

straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the Pennsylvania Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the Pennsylvania Minimum Wage Act, 43 P.S. § 333 et seq., and Pennsylvania Wage Payment Collection Law, 43 P.S. § 260 et seq., between May 5, 2018 and the Effective Date.

g. State Class Members who are not Collective Members and who cash, deposit, or otherwise negotiate their Settlement Award checks shall also release any and all claims against the Releasees under the FLSA, arising from or related to their work for Tri-Wire.

12. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award check, as appropriate for Plaintiffs, Collective Members, and State Class Members who do not opt-out of the Settlement:

a. **For Collective Members Who Are Not State Class Members:** "This check is your settlement payment in connection with the court-approved collective action Settlement in *Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.*, United States District Court, District of Massachusetts, Case No. 20-cv-10752. By you having consented to join the Collective Action, and the court having approved a Settlement, you have released Comcast Cable Management, LLC, Comcast Corporation, and other Releasees of all claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. and all state and local overtime and minimum wage claims based on or arising out of the same factual predicates described in the Complaint, to the extent they overlap with the time period between May 5, 2018 and [the Effective Date]."

b. **For Plaintiffs and State Class Members Who Are Also Collective Members:** "This check is your settlement payment in connection with the court-approved class action Settlement in *Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.*, United States District Court, District of Massachusetts, Case No. 20-cv-10752. By not opting out of the Settlement, and having consented to join the Collective Action, you have released Comcast Cable Management, LLC, Comcast Corporation, and other Releasees of all Settlement Class Members' Released Claims as defined in the Settlement Agreement, including claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq."

c. **For State Class Members Who Are Not Collective Members:** "This check is your settlement payment in connection with the court-approved class action Settlement in *Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.*, United States District Court, District of Massachusetts, Case No. 20-cv-10752. By not opting out of the Settlement, you have released Comcast Cable Management, LLC, Comcast Corporation, and other Releasees of all Settlement Class Members' Released Claims as defined in the Settlement Agreement, except for claims under

the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. (“FLSA”). By signing and cashing your check, you consent to join the Collective Action and affirm your release of FLSA claims against Releasees.”

13. **Named Plaintiffs’ Released Claims.** Plaintiffs Javier Rodriguez, Darren Couturier, Harry Charcalis, and Jorge Esquilin shall fully and completely release all claims against Releasees upon the Effective Date, whether known or unknown, arising out of their hire or employment with Tri-Wire or the termination of that employment and/or the providing of cable technician services to Comcast customers, including without limitation, claims for monetary damages and any other form of personal relief, any claim based in tort, contract, statute, or any other common law claim, any claims of wrongful discharge, defamation, slander, libel, fraud, assault, battery, promissory estoppel, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, negligence, personal injury; invasion of privacy, false imprisonment, conversion, breach of contract, and breach of the covenant of good faith and fair dealing, any claims of discrimination, retaliation or harassment based on sex, age, race, national origin, disability, sexual orientation, medical condition, pregnancy or on any other protected basis, claims under Title VII, the Civil Rights Act of 1964, the Civil Rights Act of 1991; the Rehabilitation Act; the Equal Pay Act, the Americans with Disabilities Act (“ADA”), the Employee Retirement Income Security Act (“ERISA”), the FLSA, except as prohibited by law, the Fair Credit Reporting Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, except as prohibited by law, the Sarbanes-Oxley Act of 2002, the Uniformed Services Employment and Reemployment Rights Act, and any and all other federal, state and local laws and regulations relating to employment including Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania law, and any and all claims for attorneys’ fees and costs, and interest and penalties, except for any claims Plaintiffs may have for:

- a. unemployment, state disability and/or paid family leave insurance benefits pursuant to the terms of applicable law;
- b. workers’ compensation insurance benefits pursuant to applicable state law under the terms of any worker’s compensation insurance policy or fund;
- c. continued participation in Tri-Wire’s group medical benefits plans, if any, at Plaintiffs’ own expense pursuant to the terms and conditions of the federal law known as “COBRA” and/or any applicable state law counterpart;
- d. benefit entitlements vested, if any, pursuant to written terms of any employee benefit plan governed by the federal law known as “ERISA”;
- e. violation of any federal, state, or local statutory and/or public policy right or entitlement that, by applicable law, is not waivable; and
- f. any wrongful act or omission occurring after the Effective Date. For the avoidance of doubt, the foregoing is a full and complete release to the maximum extent allowed by law except for the limited express exclusions above.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

14. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Settlement Class, and notifying the Settlement Class of this Settlement:

a. **Request for Class Certification and Preliminary Approval Order.** Plaintiffs shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to 29 U.S.C. § 216(b) and Fed. R. Civ. P. 23 for the sole purpose of Settlement, preliminarily approve the Settlement Agreement and its terms, approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances, set a date for Plaintiffs' Motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed Motion for Preliminary Approval of Settlement Agreement for review and comment at least eight (8) business days in advance of filing it with the Court, and Class Counsel agrees to meet and confer with Defendants in good faith regarding Defendants' edits and comments, if any, to the Unopposed Motion for Preliminary Approval of Settlement Agreement.

b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Settlement Class Members. The Settlement Administrator will also create a website for the Settlement, which will allow Settlement Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendants' Counsel with a preview of the proposed website. Class Counsel and Defendants' Counsel must approve the website before it goes live. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Settlement Class Members during the notice and settlement administration periods.

c. Within ten (10) business days after the Court's Preliminary Approval of the Settlement, Comcast shall provide to the Settlement Administrator the Class List. Also, within ten (10) days after the Court's Preliminary Approval of the Settlement, Comcast shall provide to Class Counsel a list with the names of Settlement Class Members and the total number of workweeks that each Settlement Class Member worked, based on Comcast's best estimate, as a Member of the Maine Class, Massachusetts Class, New Hampshire Class, New Jersey Class, Pennsylvania Class, and/or Collective. Class Counsel has requested this information for the stated purpose of assisting with the administration of the Settlement, including fielding questions from Settlement Class Members, and Class Counsel agree that they shall use this information only for the purpose of assisting with the administration of the settlement, including fielding questions from Settlement

Class Members. Class Counsel shall provide the Settlement Administrator with updated addresses or contact information for Settlement Class Members in their possession.

d. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.

e. Within ten (10) business days after the Settlement Administrator completes its reasonable efforts to identify current addresses via public and proprietary systems described in (d), the Settlement Administrator shall mail by first class mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Settlement Class Members. The Settlement Administrator shall provide notice to Class Counsel and Defendants' Counsel that the Settlement Notice has been mailed.

f. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, and/or address of the Settlement Class Member involved, and shall re-mail the Notice of Settlement. For Collective Members only, the Settlement Administrator shall also promptly work with Class Counsel to obtain forwarding addresses. Class Counsel shall use their best efforts to locate forwarding addresses for Collective Members whose Notices of Settlement are returned as non-delivered. Under no circumstances shall such re-mailing extend the Notice Deadline. The costs associated with the Settlement Notice will be considered part of the Settlement Administration Costs to be paid from the Gross Settlement Amount.

g. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendants' Counsel only a report showing: (i) the names of Settlement Class Members who have not submitted valid letters requesting exclusion from the Settlement, and (ii) the Settlement Awards owed to each such Settlement Class Member; and to Defendants' Counsel and Class Counsel a report showing (iii) the final number of State Class Members who have submitted objections or valid letters requesting exclusion from the Settlement (along with the names of those who submitted objections, the name of those who submitted valid letters requesting exclusion, and a copy of any such objections and letters requesting exclusion); (iv) the number of undeliverable Notices of Settlement; (v) the estimated average and median recovery per State Class Member who have not submitted valid letters requesting exclusion from the Settlement (including estimated amounts by State Class Members belonging to the Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania Classes); (iv) the estimated average and median recovery per Collective Member; (vii) the largest and smallest estimated amounts to be paid to State Class Members who have not submitted valid letters requesting exclusion from the Settlement (including estimated amounts by State Class Members belonging to the Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania Classes); and (viii) the largest and smallest estimated amounts to be paid to Collective Members.

h. Defendants will not take any adverse action against any current or former Tri-Wire employee on the grounds that he/she is eligible to participate and/or does participate in the

Settlement. Defendants will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.

i. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certifications of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Settlement Class Members who have not submitted valid letters requesting exclusion from the Settlement; the average and median recovery per Settlement Class Member; the largest and smallest amounts paid to Settlement Class Members; and the number and value of checks not cashed. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendants' Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

15. **Disputes Regarding Workweeks.** To the extent that any Settlement Class Member disputes the number of workweeks that the Settlement Class Member worked, as shown in his or her Settlement Notice, such Settlement Class Member may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Tri-Wire. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more workweeks than shown by Comcast's records, his/her Settlement Award will be determined based on Comcast's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Comcast shall review applicable records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Settlement Class Member of the decision.

16. **Objections.** The Settlement Notice shall provide that State Class Members who wish to object to the Settlement must, on or before the Notice Deadline, file with the Court and serve upon Class Counsel and Defendants' Counsel a written statement objecting to the Settlement. Such objection must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise State Class Members that objections shall only be considered if the State Class Member has not opted out of the Settlement. No State Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the State Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendants' Counsel on or before the Notice Deadline and the State Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendants' Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent good cause found by the Court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness, and adequacy, and shall

be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the State Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement. State Class Members who timely and validly object to the Settlement can withdraw their objection before commencement of the Final Approval Hearing by submitting a signed written request or email containing an electronic signature to the Settlement Administrator stating their desire to withdraw their objection.

17. **Requests for Exclusion.** The Settlement Notice shall provide that State Class Members, other than Plaintiffs, who wish to exclude themselves from the Settlement (“opt- out”) must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the State Class Member’s full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the State Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the Settlement. A State Class Member who opts out can, before the Final Approval Hearing, withdraw their request for exclusion by submitting a written or emailed request to the Settlement Administrator stating their desire to revoke their request for exclusion and containing their actual written signature or electronic signature.

18. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the State Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the State Class Member fourteen (14) calendar days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

19. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel’s Costs, and Settlement Administrator’s Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendants’ Counsel a copy of a draft Unopposed Motion for Final Approval of Settlement Agreement for review and comment at least eight (8) business days in advance of filing it with the Court, and Class Counsel agrees to meet and confer with Defendants in good faith regarding Defendants’ edits and comments, if any, to the Unopposed Motion for Final Approval of Settlement Agreement. Plaintiffs shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine Final Approval of the Settlement and to enter a Final Approval Order:

- a. certifying this Action and Settlement Class as an FLSA collective action under 29 U.S.C. § 216(b) and as a class action Fed. R. Civ. P. 23 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;

- c. approving the Settlement as final and its terms as fair, reasonable, and adequate;
- d. approving the payment of Service Awards to Plaintiffs Javier Rodriguez, Harry Charcalis, Darren Couturier, and Jorge Esquilin;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Action be dismissed finally, fully, forever, and with prejudice and in full and final discharge of any and all Settlement Class Members' Released Claims, and confirming that the Final Approval Order is a final judgment that by virtue of *res judicata* bars all claims that were or could have been brought based on the facts alleged in the Complaint; and
- h. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

20. **Post-Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Settlement Class Members, Class Counsel shall submit a post-judgment report to the Court regarding any funds that remain from checks that are returned as undeliverable or are not negotiated, or that remain from the Contingency Reserve Fund.

SETTLEMENT FUNDS AND AWARD CALCULATION

21. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. Within twenty-one (21) calendar days of the Effective Date, Comcast shall pay the Gross Settlement Amount into the Settlement Administrator's designated account. Comcast shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the Settlement Administrator's designated account. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross Settlement Amount.

22. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount within forty-five (45) days after the Effective Date, or as soon as reasonably practicable after the Effective Date:

a. **Service Awards to Named Plaintiffs.** Subject to the Court's approval, Plaintiff Javier Rodriguez shall receive Five Thousand Dollars (\$5,000.00), Plaintiff Harry Charcalis shall receive Five Thousand Dollars (\$5,000.00), Plaintiff Darren Couturier shall receive Five Thousand Dollars (\$5,000.00), and Plaintiff Jorge Esquilin shall receive Five Thousand Dollars (\$5,000.00), for their efforts in bringing and prosecuting this matter. The Settlement Administrator shall issue an IRS Form 1099 for these payments. If the Court approves Service Award in amounts less than what Plaintiffs request, the reduction in the Service Award shall not be a basis for nullification of or appealing this Settlement. Nor shall a reduction in the Service Award in any way delay or

preclude the judgment from becoming a final judgment or the Settlement from becoming effective. The Plaintiffs assume full responsibility for paying all taxes, if any, due as a result of the Service Awards.

b. Fee Awards and Costs.

- i. Subject to the Court's approval, Class Counsel shall receive a Fee Award, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed thereafter, including but not limited to securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class Counsel's Costs.
- ii. The approved Fee Award and Class Counsels' Costs, even if less than what Class Counsel requests, shall constitute full satisfaction of Comcast's obligations to pay amounts to any person, attorney, or law firm for attorneys' fees or costs in this Action on behalf of Plaintiffs and/or any other Settlement Class Member, and shall relieve Comcast and the Releasees from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Plaintiffs or any other Settlement Class Member. If the Court approves a Fee Award and/or Class Counsels' Costs Award in an amount less than what Class Counsel request, the reduction in the Fee Award and/or Class Counsels' Costs Award shall not be a basis for nullification of or appeal of this Settlement. Nor shall a reduction in the Fee Award and/or Class Counsel's Costs Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective.
- iii. The Settlement Administrator shall provide an IRS Form 1099 to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. Settlement Administration Costs. Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

d. Settlement Awards to Eligible Class Members. Settlement Awards shall be made to Settlement Class Members who have not submitted valid letters requesting exclusion from the Settlement as set forth below.

23. No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement. No person shall have any claim against the Settlement Administrator,

Comcast, the Releasees, Plaintiffs, the Settlement Class, Class Counsel, or Defendants' Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

24. **Settlement Award Eligibility.** All State Class Members who have not submitted valid letters requesting exclusion from the Settlement and all Collective Members shall be paid a Settlement Award from the Net Settlement Amount.

25. Any State Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Settlement Class Member whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting Final Approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's right to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished, regardless of whether they cash their payment.

26. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Settlement Class Member who has not submitted a valid letter requesting exclusion from the Settlement based on the below formulas:

a. Each State Class Member who has not submitted a valid letter requesting exclusion from the Settlement and each Collective Member shall receive a *pro rata* portion of the Net Settlement Amount as follows:

- i. When calculating the individual Settlement Awards to Settlement Class Members following Final Approval (for purposes of preparing the individual checks for Settlement Awards), the Settlement Administrator will not include State Class Members who validly request exclusion from the Settlement but will assume that all State Class Members cash their Settlement Award checks.
- ii. For each work week during which the Settlement Class Member was employed by Tri-Wire and provided services, in whole or in part, for customers of Comcast, the Settlement Class Member shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Settlement Class Member worked at any time in:
 1. Maine (between May 5, 2018 and October 29, 2021);
 2. Massachusetts (between May 5, 2018 and October 29, 2021);
 3. New Hampshire (between May 5, 2018 and October 29, 2021);
 4. New Jersey (between May 5, 2015 and October 29, 2021);
 5. Pennsylvania (between May 5, 2018 and October 29, 2021); and

6. the United States, excluding the states Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania (between May 5, 2018 and October 29, 2021).
- iii. Each workweek during which work was performed in the United States will be equal to one (1) settlement share. To reflect the varying nature of the state law claims, workweeks during which work was performed in New Hampshire and Pennsylvania will be equal to one and one-tenths (1.1) settlement shares, workweeks during which work was performed in Massachusetts and New Jersey will be equal to two (2) settlement shares.
- iv. The total number of settlement shares for all Settlement Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Settlement Class Member's number of settlement shares to determine the Settlement Class Member's *pro rata* portion of the Net Settlement Amount.

27. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Settlement Class Members.

28. All Settlement Award determinations shall be based on Comcast's records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

29. **Settlement Award Allocations.** For each Settlement Award, one-quarter (25%) shall be allocated as wages, and three-quarters (75%) shall be allocated as penalties and interest. Settlement Awards will be paid out to Settlement Class Members who have not submitted valid letters requesting exclusion from the Settlement subject to reduction for each employee's share of withholding and taxes associated with the wage portion of the Settlement Awards, for which the Settlement Administrator shall issue to Settlement Class Members an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages. The Settlement Administrator shall also issue to Settlement Class Members an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. Comcast shall pay the employer's share of all required taxes, including but not limited to FICA, FUTA, and any applicable state or local taxes, on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Comcast's counsel with the total employer tax contributions within five (5) business days after the final Settlement Award calculations are approved. Comcast shall deposit the calculated employer tax contributions into the Settlement Administrator's designated account within twenty-one (21) days after the Settlement Administrator provides Comcast's counsel with the amount of the total employer tax contributions due. Amounts withheld

will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities.

30. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Settlement Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

31. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final report of all Settlement Awards at least ten (10) business days before the Settlement Awards to Settlement Class Members who have not submitted a valid letter requesting exclusion from the Settlement are mailed. The Settlement Administrator shall also provide Class Counsel and Defendants' Counsel written certification of mailing all Settlement Awards to such Settlement Class Members as soon as reasonably practicable.

32. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter will be sent via U.S. mail and email to those who have not yet cashed their settlement check to remind them to do so. At the conclusion of the 180-day check cashing deadline, Settlement Class Members who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Plaintiff's Released Claims or Settlement Class Members' Released Claims (as defined in paragraph 11 above), as applicable, except that the State Class Members (other than the Plaintiffs) who fail to cash their checks shall not release any FLSA claims against Defendants.

33. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are undeliverable or are not negotiated, and/or any funds remain from the Contingency Reserve Fund, those monies shall be distributed as follows, subject to the Court's approval:

a. The total residual amount of any funds that remain from checks that are undeliverable or are not negotiated, along with any unused funds from the Contingency Reserve Fund, will be: 1) redistributed to Settlement Class members, who cashed their prior Settlement check, in an additional distribution on a *pro rata* basis based on their weighted workweeks described above after deducting the additional costs and expenses to do so, if Class Counsel and the Settlement Administrator determine that it is economically feasible to do so and would not result in a *de minimis* payment to a Settlement Class Member; or 2) distributed by the Settlement Administrator to National Employment Law Project as a *cy pres* payment after deducting the additional costs and expenses to do so, subject to the approval of the Court.

b. To the extent uncashed funds are paid to the *cy pres* recipient, the Settlement Administrator shall request a refund for related employer payroll taxes and shall further return any refunded amounts to Comcast.

c. Within twenty-one (21) days after the distribution of any remaining monies to Settlement Class Members who have not submitted a valid letter requesting exclusion from the Settlement and who cashed their Settlement Award check or to the *cy pres* recipient, Plaintiffs will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable, the names of any opt-outs and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Settlement Class Member, the largest and smallest amounts paid to Settlement Class Members, the method(s) of notice and the method(s) of payment to Settlement Class Members, the number and value of checks not cashed, the amounts distributed to the *cy pres* recipient (if applicable), the administrative costs, and the attorneys' fees and costs.

MISCELLANEOUS

34. **Class Action Fairness Act.** Comcast shall serve upon the appropriate State official of each State in which a State Class Member resides and the appropriate Federal official, a notice of the proposed Settlement not later than ten (10) days after the proposed Settlement is filed in court, in accord with the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715.

35. **Confidentiality.** Plaintiffs and Class Counsel will keep the fact and terms of the Settlement, the MOU, the Settlement-related documents, and the Settlement negotiations and related communications confidential and will not disclose that information to any third party until preliminary approval, except that Class Counsel may disclose the draft Settlement Agreement and draft notice to the Settlement Administrator for coordination and logistical purposes prior to preliminary approval. Plaintiffs and Class Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, including on social media, about this case and/or the fact, amount, or terms of the Settlement, the MOU, the Settlement-related documents, or settlement negotiations or communications at any time, including after approval. If Plaintiffs or Class Counsel are contacted by the press about the Settlement, they will respond only that the case has been resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the Settlement Class Members or the Court in which the Action is pending, as may be required to carry out the terms of the Settlement and/or fulfill their ethical obligations under the Settlement and to their clients. Class Counsel shall also retain the right to discuss the MOU and the Settlement with the Parties, the Court, and the Settlement Class Members, as may be required to carry out the terms of the Settlement and/or fulfill their ethical obligations under the Settlement and to their clients.

36. **No Admission of Liability.** Defendants and Releasees expressly deny all of the allegations in the Action. Defendants and Releasees expressly deny that they employed Plaintiffs, Settlement Class Members, or any Tri-Wire employee, jointly or otherwise, and that they have violated the FLSA, Maine wage and hour laws, Massachusetts wage and hour laws, New Hampshire wage and hour laws, New Jersey wage and hour laws, Pennsylvania wage and hour laws, or any other provision of federal, state, county, or city law with respect to any of the Settlement Class Members or any other Tri-Wire employee. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the

Releasees of any fault or liability or wrongdoing. If this Settlement Agreement does not become final, this Settlement Agreement, or the circumstances leading to this Settlement Agreement, may not be used as an admission by Defendants or any wrongdoing or evidence of any wrongdoing by Defendants.

37. **Defendants' Legal Fees.** Defendants' legal fees and expenses in this Action shall be borne by Defendants.

38. **Nullification of the Settlement Agreement.** Defendants shall have the right, but not the obligation, to withdraw from the Settlement at any time prior to final approval if: (a) the Settlement is construed in such a fashion that Defendants are required to pay more than the Gross Settlement Amount; or (b) more than 5% of Settlement Class Members affirmatively opt-out of the Settlement. Each of the Parties has the right to withdraw from the Settlement at any time prior to final approval if: (1) the Court does not certify the Settlement Class, or does not certify a class action releasing the claims set forth above, or otherwise makes an order materially inconsistent with any of the terms of this Settlement or the documents prepared to effectuate the Settlement; or (2) the Court denies either preliminary or final approval of the Settlement. Plaintiffs do not have the right to withdraw from the Settlement if the Court does not award or reduces the amount of attorneys' fees, costs, or the Plaintiffs' Service Awards sought in the motions for preliminary or final approval. In the event that Defendants withdraw from the Settlement prior to final approval, or the Settlement is otherwise not effected on the Effective Date, Defendants shall be responsible for all administrative costs incurred by the third-party Settlement Administrator to the date of such withdrawal. Prior to any such withdrawal, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted, or if the Parties are not able to reach another agreement, then either Party may void this Settlement Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Settlement Agreement was signed except with regard to obligations imposed by this Agreement in paragraphs 6, 8, 35, 36, 38, and 40, that this Settlement Agreement shall not be used in evidence or argument in any other aspect of their litigation, and that the Settlement Administrator's Administration Costs incurred to that date shall be split evenly between the Named Plaintiffs, on the one hand, and Defendants on the other.

39. **Reduced Service Awards, Fee Award, or Class Counsels' Costs Not a Basis for Voiding Settlement.** If the Court approves Service Awards, a Fee Award, and/or Class Counsels' Costs Award in amounts less than what Plaintiffs and/or Class Counsel request, the Parties agree that the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Awards, Fee Award, or Class Counsels' Cost Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award shall be included in the Net Settlement Amount.

40. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an

alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Settlement Agreement, nor its terms, nor any document, statement, proceeding, or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication, or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession, or damage.

41. **Computation of Time.** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or federal holiday, such time period shall be continued to the following business day. The term “days” shall mean calendar days unless otherwise noted.

42. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Additionally, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

43. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

44. **Entire Settlement Agreement.** This Settlement Agreement with exhibits constitutes the entire Settlement Agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Settlement Agreement. No rights hereunder may be waived except in writing.

45. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to implement the Settlement Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties shall seek the assistance of the mediator, Judge Diane Welsh (Ret.), to resolve such disagreement.

46. **Binding on Successors and Assigns.** This Settlement Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendants, the Settlement Class Members, and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any

corporation or any entity with which any party may merge, consolidate, or reorganize. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

47. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, including by email, facsimile, and/or by DocuSign (or a similar application providing for the validation of electronic signatures). All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Settlement Agreement, and photocopies thereof (including emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.



48. **No Signature Required by Settlement Class Members.** Members of the Settlement Class will not be required to sign the Settlement Agreement. The Plaintiffs will be required to execute the Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release, and upon the Effective Date, the release shall have the same force and effect as if this Settlement Agreement were executed by each State Class Member who has not submitted a valid letter requesting exclusion from the Settlement and by each Collective Member.

49. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement Agreement; hence, the drafting of this Settlement Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Settlement Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.


50. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts.

51. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

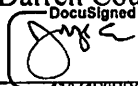
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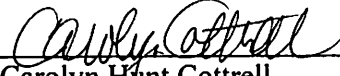
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Jorge Esquilin

Date: 3/9/2023

APPROVED AS TO FORM BY CLASS COUNSEL:


Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE COTTRELL KONECKY LLP

Date: 03/09/2023

Camille Fúndora Kourigüez
Lane L. Vines
BERGER MONTAGUE PC


DEFENDANTS:

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29E5398C728F411...
Comcast Cable Communications Management, LLC

Date: 23-Feb-23

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:


Michael J. Puma
MORGAN, LEWIS & BOCKIUS LLP

Date: February 28, 2023

EXHIBIT A

Claims Admin Contact Info
Claims Admin ID <<ID>>

Mailing Date

<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.,
United States District Court, District of Massachusetts
Case No. 21-cv-10752

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY.

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a collective and class action lawsuit in the above captioned litigation. The relevant work records show that you were employed by Tri-Wire Engineering Solutions, Inc. (“Tri-Wire”) and performed work as a Technician for Tri-Wire, providing services to customers of Comcast Cable Communications Management, LLC (“Comcast”) in the states of Maine, Massachusetts, New Hampshire, New Jersey, and/or Pennsylvania, sometime between May 5, 2015 and October 29, 2021. Accordingly, **you may be entitled to receive money from a Settlement¹ in this case, as described below.**

The purpose of this Notice is to inform you of the pending Settlement and your rights under it. Please understand that this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	If you do nothing, you will be sent a settlement payment upon final approval of the Settlement, and the releases of claims under Maine, Massachusetts, New Hampshire, New Jersey, and/or Pennsylvania will apply to you. If you cash your check, a federal law release will also apply to you.

¹ This notice summarizes the proposed Settlement. The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement Website at [INSERT URL].

	If you are not also a Collective Member whose opt-in consent form has previously been filed (and not withdrawn) in this Action, by cashing your settlement check, you will also release claims under federal law, as described below in Section 5.
EXCLUDE YOURSELF OR "OPT OUT"	If you "opt out" of the lawsuit and choose not to be part of the Settlement as described below in Section 3, the release of claims under federal law and Maine, Massachusetts, New Hampshire, New Jersey, and/or Pennsylvania law will not apply to you, but you <u>will not</u> receive any payment under this Settlement.
OBJECT	You may submit a written objection to the Court stating why you do not like the Settlement, as described below in Section 6. You may also appear in Court and explain why you object to the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself ("opt out") of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court, District of Massachusetts, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on _____, 2023 at _____, before District Judge Patti B. Saris at the [address].

2. What Is This Case About?

This Action covers individuals whom Tri-Wire employed as non-exempt employees and who performed work as Technicians for Tri-Wire and provided services to customers of Comcast in the United States between May 5, 2015 and October 29, 2021. Plaintiffs assert that Tri-Wire did not provide meal breaks; did not compensate these individuals for all hours worked; did not pay minimum, straight time, or overtime wages; did not pay all wages due upon termination; and improperly subjected these individuals to deductions for necessary business expenses. Plaintiffs assert that Comcast was the joint employer of the individuals who worked for Tri-Wire and therefore liable for Tri-Wire's alleged pay violations. The claims in this Action are brought under

the federal Fair Labor Standards Act (“FLSA”) and Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania laws.

Comcast denies all allegations made in the Action, including that Comcast was the employer or joint employer of Plaintiffs or other Technicians, and contend that they have fully complied with any legal obligations. Comcast contends that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Comcast contends that Tri-Wire’s wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, and expense reimbursement, are lawful and have been lawful throughout the relevant time period. Comcast also contends that Plaintiffs’ claims do not meet the requirements for class certification or collective treatment.

This Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Comcast, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Comcast that the Settlement Class Members were ever employed by Comcast, or an indication that any law was violated.

The Court has not ruled on the merits of Plaintiffs’ claims or Comcast’s defenses.

The Settlement Website can be accessed at [INSERT URL]. The Settlement Website allows interested persons to view the Settlement Agreement, papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, this Notice of Settlement (in generic form), and certain other relevant documents. The Settlement Website also provides contact information for Class Counsel and the Settlement Administrator.

3. How Will the Settlement Payment Be Distributed?

The total settlement amount is \$1,995,000, which Comcast will pay into a settlement fund. Those monies will be distributed to former Tri-Wire employees who meet the definitions for participating in the Settlement, after payment of attorneys’ fees and costs and service awards to the named Plaintiffs, as may be awarded by the Court, and the Settlement Administrator’s costs.

The attorneys for Plaintiffs and the Settlement Class (referred to as “Class Counsel”) will ask the Court to award them one-third of the settlement amount, or \$665,000, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their actual costs spent in litigating this case, up to \$75,000. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

In addition, the named Plaintiffs, Javier Rodriguez, Harry Charcalis, Darren Couturier, and Jorge Esquilin (collectively, “Plaintiffs”), will ask the Court to award them each a \$5,000 Service Award, for their roles in prosecuting this lawsuit on the behalf of all Class and Collective Members.

The Settlement Administrator’s costs are estimated to be \$21,000, and this payment will also come from the settlement fund.

A Contingency Reserve Fund of \$10,000 will also come from the settlement fund and is designed to effectuate the purposes of the Settlement Agreement, including to correct any errors relating to the Settlement Award allocations, make payments to individuals who were not included as Settlement Class Members but have a good faith claim for participation, or any other reasonable purpose necessary to effectuate the Settlement.

The remainder of the settlement fund, after subtracting the amounts described above, is the “Net Settlement Amount” that will be distributed to Participating Individuals, which include State Class Members who do not opt out of the Settlement and Collective Members. Collective Members include individuals employed by Tri-Wire as hourly non-exempt employees who worked as Technicians and provided services to customers of Comcast between May 5, 2018 and October 29, 2021, and whose FLSA opt-in consent forms were previously filed in this case. State Class Members include individuals employed by Tri-Wire as hourly non-exempt employees who worked as Technicians, and provided services to customers of Comcast in the states of Maine, Massachusetts, New Hampshire, New Jersey, and/or Pennsylvania, during the relevant time periods set forth below.

4. If I Choose to Participate in the Settlement, How Much Can I Expect to Receive?

Based on your number of applicable workweeks, your total estimated settlement payment will be approximately \$____. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (*i.e.*, it could be higher or lower) and will be calculated as set forth below. All Settlement Award determinations will be based on the relevant work records. Based on these records, you are estimated to have worked ____ workweeks for Tri-Wire during the relevant period in the State of Maine, ____ workweeks for Tri-Wire during the relevant period in the Commonwealth of Massachusetts, ____ workweeks for Tri-Wire during the relevant period in the State of New Hampshire, , ____ workweeks for Tri-Wire during the relevant period in the State of New Jersey, ____ workweeks for Tri-Wire during the relevant period in the Commonwealth of Pennsylvania, and ____ workweeks for Tri-Wire during the relevant period outside the states of Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. If you participate in the Settlement, you will have 180 days to cash the check. If at the conclusion of the 180-day check cashing period, there are any uncashed checks, those monies will either be (a) redistributed to Settlement Class members who cashed their check on a *pro rata* share, as described below, if it is determined to be economically feasible to do so and would not result in a *de minimis* payment to such Settlement Class members; or (b) paid to the Parties’ agreed upon *cy pres* recipient, National Employment Law Project, subject to the Court’s approval in the Final Approval Order.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Tri-Wire. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by the relevant work records, your Settlement Award will be determined based on these records. The Settlement Administrator will notify you

of the decision on the dispute. Any disputes must be postmarked by [INSERT DATE] and should be mailed to:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS].

Payments to Settlement Class Members will be calculated on the number of eligible workweeks. Each Settlement Class Member will be eligible to receive a *pro rata* share of the Net Settlement Amount based on the total number of eligible workweeks that the Settlement Class Member was employed by Tri-Wire and provided services, in whole or in part, for the customers of Comcast during the relevant periods. State Class Members who do not validly request exclusion from the Settlement and all Collective Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

1. For each week during which the Settlement Class Member was employed by Tri-Wire and provided services, in whole or in part, for customers of Comcast, at any time in Maine (between May 5, 2018 and October 29, 2021); Massachusetts (between May 5, 2018 and October 29, 2021); New Hampshire (between May 5, 2018 and October 29, 2021); New Jersey (May 5, 2015 and October 29, 2021); Pennsylvania (May 5, 2018 and October 29, 2021); and in the United States, excluding the states Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania (between May 5, 2018 and October 29, 2021), he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Settlement Class Member worked.
2. Each workweek during which work was performed in the United States will be equal to one (1) settlement share. To reflect the increased value of certain state law claims, workweeks during which work was performed in New Hampshire and Pennsylvania will be equal to one and one-tenths (1.1) settlement shares, and workweeks during which work was performed in Massachusetts and New Jersey will be equal to two (2) settlement shares.
3. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's *pro rata* portion of the Net Settlement Amount.

For tax reporting purposes, Settlement Awards to Participating Individuals will be allocated as follows: one-quarter (25%) of each Settlement Award shall be allocated as wages, and three-quarters (75%) of each Settlement Award shall be allocated as penalties and interest. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals should consult with their own tax advisors concerning the tax consequences of the Settlement Awards.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are the Releases?

Upon the Effective Date (this means (i) if any timely objection is filed to the Settlement that is not subsequently withdrawn, then the date of the expiration of time for appeal of the Court's Final Approval Order if the objection is overruled and no appeal is filed; or (ii) if any timely objection and appeal by an objector is filed, then after any appeal is dismissed or the Court's Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the Settlement, or if any objections that were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement, whichever is latest), all Participating Individuals release claims as follows ("Released Claims") against Comcast and its present and former parent companies (including Comcast Corporation), subsidiaries, related or affiliated companies, and all such entities' shareholders, officers, directors, employees, agents, attorneys, insurers, plan administrators, successors and assigns, and any other individual or entity that could be liable for any of the Released Claims, except for Tri-Wire (collectively, the "Releasees"):

- **Released FLSA Claims:** Collective Members shall release all Releasees from any and all claims arising from any employment by Tri-Wire under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, as well as any state and local minimum wage and overtime wage claims based on or arising out of the same factual predicates described in the Complaint, to the extent they overlap with the time period between May 5, 2018 and the Effective Date.
- **Released Maine Class Claims:** The Maine Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described above in (a) under any applicable law or legal theory of the state/locality where the Maine Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the Maine Minimum Wage and Overtime Law, 26 M.R.S.A. § 663, and the Maine Employment Practices Act, 26 M.R.S.A. § 629, between May 5, 2018 and the Effective Date.
- **Released Massachusetts Class Claims:** The Massachusetts Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but

not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the Massachusetts Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the Massachusetts Wage Act, Mass. Gen. L. c. 151 § 1A *et seq.*, between May 5, 2018 and the Effective Date.

- **Released New Hampshire Class Claims:** The New Hampshire Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the New Hampshire Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the New Hampshire Minimum Wage Law, N.H. Rev. Stat. § 279 *et seq.*, and the New Hampshire Withholding of Wages Law, N.H. Rev. Stat. § 275 *et seq.*, between May 5, 2018 and the Effective Date.
- **Released New Jersey Class Claims:** The New Jersey Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from

or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the New Jersey Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a *et seq.*, and New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1 *et seq.*, between May 5, 2015 and the Effective Date.

- **Released Pennsylvania Class Claims:** The Pennsylvania Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims arising from any employment by Tri-Wire that are or could have been alleged in the Complaint, based on the factual allegations contained therein, including but not limited to, the following: (a) all claims of any kind related to unpaid wages, unpaid minimum wages, unpaid straight time, willful refusal to pay wages, untimely payment of wages, unpaid final wages, unpaid overtime, missed, late, or short meal and rest breaks under any legal theory, failure to record missed meal and rest breaks, recordkeeping, expense reimbursement, and improper deductions; (b) all penalties (including but not limited to civil and statutory penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution and equitable relief, or additional damages that arise from or relate to the claims described in (a) under any applicable law or legal theory of the state/locality where the Pennsylvania Class Member worked for Tri-Wire; (c) any damages, premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on or related to the claims described above in (a) or (b), including claims or derivative claims, including any claims arising under the Pennsylvania Minimum Wage Act, 43 P.S. § 333 *et seq.*, and Pennsylvania Wage Payment Collection Law, 43 P.S. § 260 *et seq.*, between May 5, 2018 and the Effective Date.

NOTE: If you do not timely and validly request exclusion from the Settlement and you cash, deposit, or otherwise negotiate your Settlement Check, you will also release your claims under the FLSA against the Releasees, arising from or related to your work for Tri-Wire.

6. What Are My Rights?

- **Do Nothing:** If you are a member of the Maine, Massachusetts, New Hampshire, New Jersey, and/or Pennsylvania Classes and do not timely and validly opt-out, you will automatically receive your prorated Settlement Award, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you are a member of the Maine, Massachusetts, New Hampshire, New Jersey, and/or Pennsylvania Classes and do not wish to be bound by the Settlement, you must submit a written request for exclusion from the Settlement ("opt-out"), postmarked by [INSERT DATE]. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of more than one person, or a group. The opt-out request must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS].

Any person who requests exclusion (opts out) of the Settlement will not be entitled to any Settlement Award as a State Class Member and will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.

Object: If you received this Notice and wish to object to the Settlement, you must file with the Court and serve upon Class Counsel and Comcast's Counsel a written statement objecting to the Settlement by [INSERT DATE]. The statement must set forth the factual and legal grounds for your objection to the Settlement. The statement must include your full name, address, telephone number, and email address (if applicable), and must be signed by you. The statement must be timely mailed to the Settlement Administrator at the following address: [insert address]. If you mail a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Action. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Comcast's counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Comcast's counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the Settlement may be excused by the Court upon a showing of good cause.

State Class Members who timely and validly object to the Settlement can withdraw their objection before commencement of the Final Approval Hearing by submitting a signed written request or email containing an original or electronic signature to the Settlement Administrator stating their desire to withdraw their objection.

7. Can Comcast Retaliate Against Me for Participating in this Action?
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No. Your decision as to whether or not to participate in this Action will in no way affect your existing or future relationship, if any, with Comcast. It is unlawful for Comcast to take any adverse action against you as a result of your participation in this Action.

8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (800) 689-0024
Facsimile: (415) 421-7105
ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com
mlim@schneiderwallace.com

Shanon Carson
Camille Fundora Rodriguez
Lane L. Vines
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
scarson@bm.net
crodriguez@bm.net
lvines@bm.net

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$1,995,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will request attorneys' fees of up to one-third (1/3) of Gross Settlement Amount (*i.e.*, \$665,000) plus their out-of-pocket costs, up to \$75,000. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at or following the Final Approval Hearing.

10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you may contact the court-appointed Settlement Administrator, Phoenix Class Action Administration Solutions, by calling [INSERT].

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, available at the Settlement Website at [INSERT URL], or call the Settlement Administrator toll-free at [INSERT]. You may also access the Court docket in this case for a fee through the Court's electronic public records system at <https://ecf.mad.uscourts.gov/cgi-bin/ShowIndex.pl>, or by visiting the office of the Clerk of the Court for the U.S. District Court, located at the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS FOR INFORMATION ABOUT THE SETTLEMENT OR THIS ACTION.

EXHIBIT B

Claims Admin Contact Info
Claims Admin ID <<ID>>

Mailing Date

<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.,
United States District Court, District of Massachusetts
Case No. 21-cv-10752

NOTICE OF COLLECTIVE ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY.

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class and collective action lawsuit. The relevant work records show that you were employed by Tri-Wire Engineering Solutions, Inc. (“Tri-Wire”) and performed work as a Technician for Tri-Wire, providing services to customers of Comcast Cable Communications Management LLC (“Comcast”) in the United States sometime between May 5, 2018 and October 29, 2021, and you filed an opt-in consent form in this Action.² Accordingly, **you may be entitled to receive money from a Settlement in this case, as described below.**

The purpose of this Notice is to inform you of the pending Settlement and your rights under it. Please understand this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement.

The United States District Court, District of Massachusetts, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on _____, 2023 at _____, before the District Judge Patti B. Saris at the [address].

2. What Is This Case About?

This Action covers individuals whom Tri-Wire employed as non-exempt employees and who performed work as Technicians for Tri-Wire and provided services to customers of Comcast in the _____

² This Notice summarizes the proposed Settlement. The capitalized terms in this Notice have defined meanings that are set forth in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement Website at [INSERT URL].

United States between May 5, 2018 and October 29, 2021. Plaintiffs assert that Tri-Wire did not provide meal breaks; did not compensate these individuals for all hours worked; did not pay minimum, straight time, or overtime wages; did not pay all wages due upon termination; and improperly subjected these individuals to deductions for necessary business expenses. Plaintiffs assert that Comcast was the joint employer of the individuals who worked for Tri-Wire and therefore liable for Tri-Wire's alleged pay violations. The claims in this Action are brought under the federal Fair Labor Standards Act ("FLSA").

Comcast denies all allegations made in the Action, including that Comcast was the employer or joint employer of Plaintiffs or other Technicians, and contend that they have fully complied with any legal obligations. Comcast contends that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Comcast contends that Tri-Wire's wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, and expense reimbursement, are lawful and have been lawful throughout the relevant time period. Comcast also contends that Plaintiffs' claims do not meet the requirements for class certification or collective treatment.

This Settlement is the result of good faith, arm's length negotiations between Plaintiffs and Comcast, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Comcast that the Settlement Class Members were ever employed by Comcast, or an indication that any law was violated.

The Court has not ruled on the merits of Plaintiffs' claims or Comcast's defenses.

The Settlement Website can be accessed at [INSERT URL]. The Settlement Website allows interested persons to view the Settlement Agreement, papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, this Notice of Settlement (in generic form), and certain other relevant documents. The Settlement Website also provides contact information for Class Counsel and the Settlement Administrator.

3. How Will the Settlement Payment Be Distributed?

The total settlement amount is \$1,995,000, which Comcast will pay into a settlement fund. Those monies will be distributed to former Tri-Wire employees who meet the definitions for participating in the Settlement, after payment of attorneys' fees and costs and service awards to the named Plaintiffs, as may be awarded by the Court, and the Settlement Administrator's costs.

The attorneys for Plaintiffs and the Settlement Class (referred to as "Class Counsel") will ask the Court to award them one-third of the settlement amount, or \$665,000, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their actual costs spent in litigating this case, up to \$75,000. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

In addition, the named Plaintiffs, Javier Rodriguez, Harry Charcalis, Darren Couturier, and Jorge Esquilin (collectively, "Plaintiffs"), will ask the Court to award them each a \$5,000 Service Award, for their roles in prosecuting this lawsuit on the behalf of all Class and Collective Members.

The Settlement Administrator's costs are estimated to be \$21,000, and this payment will also come from the settlement fund.

A Contingency Reserve Fund of \$10,000 will also come from the settlement fund and is designed to effectuate the purposes of the Settlement Agreement, including to correct any errors relating to the Settlement Award allocations, make payments to individuals who were not included as Settlement Class Members but have a good faith claim for participation, or any other reasonable purpose necessary to effectuate the Settlement.

The remainder of the settlement fund, after subtracting the amounts described above, is the "Net Settlement Amount" that will be distributed to Participating Individuals, which include State Class Members who do not opt out of the Settlement and Collective Members. Collective Members include individuals employed by Tri-Wire as hourly non-exempt employees who worked as Technicians and provided services to customers of Comcast between May 5, 2018 and October 29, 2021, and whose FLSA opt-in consent forms were previously filed in this case. State Class Members include individuals employed by Tri-Wire as hourly non-exempt employees who worked as Technicians, and provided services to customers of Comcast in the states of Maine, Massachusetts, New Hampshire, New Jersey, and/or Pennsylvania, during the relevant time periods set forth below.

4. If I Choose to Participate in the Settlement, How Much Can I Expect to Receive?

Based on your number of applicable workweeks, your total estimated settlement payment will be approximately \$____. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (*i.e.*, it could be higher or lower) and will be calculated as set forth below. All Settlement Award determinations will be based on the relevant work records. Based on these records, you are estimated to have worked ____ workweeks for Tri-Wire, providing services to Comcast customers, during the relevant period outside the states of Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. If you participate in the Settlement, you will have 180 days to cash the check. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will either be (a) redistributed to Settlement Class members who cashed their check on a *pro rata* share, as described below, if it is determined to be economically feasible to do so and would not result in a *de minimis* payment to such Settlement Class members; or (b) paid to the Parties' agreed upon *cy pres* recipient, National Employment Law Project, subject to the Court's approval in the Final Approval Order.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Tri-Wire. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by the relevant work records, your Settlement Award will be determined based on these records. The Settlement Administrator will notify you of the decision on the dispute. Any disputes must be postmarked by [INSERT DATE] and should be mailed to:

[INSERT SETTLEMENT ADMINISTRATOR ADDRESS].

Payments to Settlement Class Members will be calculated on the number of eligible workweeks. Each Settlement Class Member will be eligible to receive a *pro rata* share of the Net Settlement Amount based on the total number of eligible workweeks that the Settlement Class Member was employed by Tri-Wire and provided services, in whole or in part, for the customers of Comcast during the relevant periods. State Class Members who do not validly request exclusion from the Settlement and all Collective Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

1. For each week during which the Settlement Class Member was employed by Tri-Wire and provided services, in whole or in part, for customers of Comcast, at any time in Maine (between May 5, 2018 and October 29, 2021); Massachusetts (between May 5, 2018 and October 29, 2021); New Hampshire (between May 5, 2018 and October 29, 2021); New Jersey (May 5, 2015 and October 29, 2021); Pennsylvania (May 5, 2018 and October 29, 2021); and in the United States, excluding the states Maine, Massachusetts, New Hampshire, New Jersey, and Pennsylvania (between May 5, 2018 and October 29, 2021), he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Settlement Class Member worked.
2. Each workweek during which work was performed in the United States will be equal to one (1) settlement share. To reflect the increased value of certain state law claims, workweeks during which work was performed in New Hampshire and Pennsylvania will be equal to one and one-tenths (1.1) settlement shares, and workweeks during which work was performed in Massachusetts and New Jersey will be equal to two (2) settlement shares.
3. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's *pro rata* portion of the Net Settlement Amount.

For tax reporting purposes, Settlement Awards to Participating Individuals will be allocated as follows: one-quarter (25%) of each Settlement Award shall be allocated as wages, and three-quarters (75%) of each Settlement Award shall be allocated as penalties and interest. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals should consult with their own tax advisors concerning the tax consequences of the Settlement Awards.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are the Releases?

Upon the Effective Date (this means (i) if any timely objection is filed to the Settlement that is not subsequently withdrawn, then the date of the expiration of time for appeal of the Court's Final Approval Order if the objection is overruled and no appeal is filed; or (ii) if any timely objection and appeal by an objector is filed, then after any appeal is dismissed or the Court's Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the Settlement, or if any objections that were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement, whichever is latest), all Participating Individuals release claims as follows ("Released Claims") against Comcast and its present and former parent companies (including Comcast Corporation), subsidiaries, related or affiliated companies, and all such entities' shareholders, officers, directors, employees, agents, attorneys, insurers, plan administrators, successors and assigns, and any other individual or entity that could be liable for any of the Released Claims, except for Tri-Wire (collectively, the "Releasees"):

- **Released FLSA Claims:** Collective Members shall release all Releasees from any and all claims arising from any employment by Tri-Wire under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, as well as any state and local minimum wage and overtime wage claims based on or arising out of the same factual predicates described in the Complaint, to the extent they overlap with the time period between May 5, 2018 and the Effective Date.

6. What Are My Rights?

Please see Section 4 above for an estimate of how much you will receive under the settlement as a Collective Member. To obtain payment under the settlement as a Collective Member, you **MUST** cash the settlement check that will be sent to you in several months, subject to the approval of the Court. Therefore, you have two options:

- **Cash the Settlement Check:** Cash the settlement check that will be sent to you to participate in the Settlement and receive a payment as a Collective Member.
- **Do Nothing:** Do not cash the settlement check that will be sent to you. If you do not cash the settlement check, you will not receive any payment under the Settlement as a Collective Member, and your claims against the Releasees under the FLSA will be released.

7. Can Comcast Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your existing or future relationship, if any, with Comcast. It is unlawful for Comcast to take any adverse action against you as a result of your participation in this Lawsuit.

8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell
Ori Edelstein
Michelle S. Lim
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
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lvines@bm.net

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$1,995,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will request attorneys' fees of up to one-third (1/3) of Gross Settlement Amount (*i.e.*, \$665,000) plus their out-of-pocket costs, up to \$75,000. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at or following the Final Approval Hearing.

10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you may contact the court-appointed Settlement Administrator, Phoenix Class Action Administration Solutions, by calling [INSERT].

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at the Settlement Website at [INSERT URL], or call the Settlement Administrator toll-free at [INSERT]. You may also access the Court docket in this case for a fee through the Court's electronic public records system at <https://ecf.mad.uscourts.gov/cgi-bin/ShowIndex.pl>, or by visiting the office of the Clerk of the Court for the U.S. District Court, located at the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, Massachusetts, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION.