

# EXHIBIT 2

# **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 Settlement<sup>1</sup> 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	
<b>DO NOTHING</b>	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.

<sup>1</sup> 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	If you are not also a Collective Member whose opt-in consent form has previously been filed (and not withdrawn) in this Action, by cashing your settlement check, you will also release claims under federal law, as described below in Section 5.
<b>EXCLUDE YOURSELF OR “OPT OUT”</b>	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 <b><u>will not</u></b> receive any payment under this Settlement.
<b>OBJECT</b>	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 [REDACTED], 2023 at [REDACTED], 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 \$[REDACTED]. 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 [REDACTED] workweeks for Tri-Wire during the relevant period in the State of Maine, [REDACTED] workweeks for Tri-Wire during the relevant period in the Commonwealth of Massachusetts, [REDACTED] workweeks for Tri-Wire during the relevant period in the State of New Hampshire, , [REDACTED] workweeks for Tri-Wire during the relevant period in the State of New Jersey, [REDACTED] workweeks for Tri-Wire during the relevant period in the Commonwealth of Pennsylvania, and [REDACTED] 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 for State Class Members and Collective Members who previously opted-in to this case, for their claims under the FLSA which include potential double damages under the FLSA. To reflect the increased value of certain state law claims, workweeks performed in certain states will instead be equal to a greater settlement share for Settlement State Class Members. Each workweeks during which work was performed in New Hampshire and Pennsylvania by State Class Members in New Hampshire and Pennsylvania will be equal to one and one-tenths (1.1) settlement shares, for their claims under New Hampshire and Pennsylvania law, which include additional potential liquidated damages of 10% under New Hampshire law and additional potential liquidated damages of 25% under Pennsylvania law. and Each workweeks during which work was performed in Massachusetts and New Jersey by State Class Members in Massachusetts and New Jersey will be equal to two (2) settlement shares, for their claims under Massachusetts and New Jersey law, which include additional potential treble damages under Massachusetts and New Jersey law.
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?**

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.<sup>2</sup> 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 [redacted], 2023 at [redacted], 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

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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 \$[REDACTED]. 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 [REDACTED] 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 for State Class Members and Collective Members who previously opted-in to this case, for their claims under the FLSA which include potential double damages under the FLSA. To reflect the increased value of certain state law claims, workweeks performed in certain states will instead be equal to a greater settlement share for State Class Members. Each workweek during which work was performed in New Hampshire and Pennsylvania by State Class Members will be equal to one and one-tenths (1.1) settlement shares, for their claims under New Hampshire and Pennsylvania law, which include additional potential liquidated damages of 10% under New Hampshire law and additional potential liquidated damages of 25% under Pennsylvania law. Each workweek during which work was performed in Massachusetts and New Jersey by State Class Members will be equal to two (2) settlement shares, for their claims under Massachusetts and New Jersey law, which include additional potential treble damages under Massachusetts and New Jersey law.  
~~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  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (800) 689-0024  
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Shanon Carson  
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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 PROPOSED SETTLEMENT OR THIS ACTION.**