

Exhibit 1

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

2 This Stipulation of Class Action Settlement and Release ("Settlement" or "Stipulation of
3 Settlement") is made and entered into by and between Salvador Ruacho ("Plaintiff" or "Class
4 Representative"), individually and on behalf of the prospective class, on the one hand, and, on the
5 other, MULTI CABLE INC. ("MCI") and MOUSA GOLBAHAR (collectively, "the MCI
6 Defendants"). It is expressly understood and agreed that Defendants Time Warner Cable Inc., Time
7 Warner Cable Pacific West LLC, and Time Warner Cable Enterprises LLC (the "Time Warner
8 Defendants"), are not parties to this Agreement, and this Settlement shall not impact the rights of
9 Plaintiff or the Time Warner Defendants vis a vis one another in the litigation.

10 This Settlement shall be binding on Plaintiff and those persons he represents, and on the
11 MCI Defendants and MCI's officers, directors, employees, agents, attorneys, insurers, successors
12 and assigns, or any of them, and their counsel of record, subject to the terms and conditions hereof
13 and the Court's approval.

14 **THE PARTIES STIPULATE AND AGREE as follows:**

15 1. Plaintiff and the MCI Defendants are collectively referred to herein as "the
16 Parties."

17 2. "Class Counsel" are Donald R. Pepperman and Blecher, Collins, & Pepperman,
18 PC; Alan Harris and David Garrett, Harris and Ruble; and Daniel Forouzan and Forouzan Law,
19 Plaintiff's counsel of record in the Action. Counsel is authorized by Plaintiff to take on his behalf
20 all appropriate action required or permitted to be taken by Plaintiff pursuant to this Stipulation of
21 Settlement to effectuate its terms.

22 3. "MCI Defendants' Counsel" are Joel P. Kelly and Jeanette Laba, Jackson Lewis
23 P.C., the MCI Defendants' counsel of record in the Action. The MCI Defendants' Counsel is
24 authorized by Defendants to take on its behalf all appropriate action required or permitted to be
25 taken by Defendants pursuant to this Stipulation of Settlement to effectuate its terms.

26 4. On July 23, 2015, Class Counsel filed a class action complaint styled as *L.*
27 *Luviano v. Multi Cable, Inc., Mousa Golbahar, Time Warner Cable, Inc. and DOES 1 through 100,*
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1 *inclusive* (Case No. BC585893) in the Superior Court of the State of California, County of Los
2 Angeles (the ("Action")). The action was removed to the United States District Court for the
3 Central District of California and is pending before the Hon. Beverly Reid O'Connell, Case No.
4 2:15-CV-05592-BRO-FM.

5 5. On December 18, 2015, Class Counsel filed a First Amended Complaint
6 ("FAC") styled as "*L. Luviano v. Multi Cable, Inc., Mousa Golbahar, Time Warner Cable, Inc.,*
7 *Time Warner Cable Pacific West LLC, Time Warner Cable Enterprises LLC, and Does 1 to 100,*
8 *inclusive.*" The FAC alleges that individuals performing cable installations, repairs and similar
9 services for Defendants in California were misclassified as independent contractors and, as such,
10 were denied overtime, minimum wage, meal periods, rest breaks, indemnification for business
11 expenses, compliant itemized wage statements, had wages improperly deducted and were subject to
12 unfair competition. Plaintiff seeks damages and other relief on behalf of himself and the members
13 of the Settlement Class, fully defined in Paragraph 12, under the federal Fair Labor Standards Act,
14 the California Labor Code and the California Business & Professions Code, Section 17200 et seq.,
15 including unpaid wages, unpaid overtime, waiting time and other penalties, interest, attorneys' fees
16 and costs, and injunctive relief. Plaintiff also asserts a claim for penalties under the Private
17 Attorneys General Act (PAGA), Labor Code section 2699 et seq., based on the foregoing alleged
18 violations.

19 6. On January 19, 2016, the MCI Defendants filed an Answer to the FAC, denying all
20 of Plaintiff's claims, arguing that the installation technicians were properly classified as
21 independent contractors and asserting applicable affirmative defenses.

22 7. On or about December 7, 2015, Plaintiff Salvador Ruacho filed a complaint in the
23 Los Angeles Superior Court entitled *Salvador Ruacho, individually and as a proxy of the State of*
24 *California on behalf of aggrieved employees, v. Multi Cable, Inc. Mousa Golbahar; Time Warner*
25 *Cable, Inc. Time Warner Cable Pacific West LLC; Time Warner Cable Enterprises LLC and Does*
26 *1 to 100, inclusive* (Case No. BC602993) in the Superior Court of the State of California, County of
27 Los Angeles. The action is pending before the Hon. John P. Doyle in Dept. 58 and is stayed. The
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1 *Ruacho* complaint seeks PAGA penalties based on claims that Defendants *Time Warner Cable, Inc.*
2 *Time Warner Cable Pacific West LLC*; *Time Warner Cable Enterprises LLC* (the "Time Warner
3 Defendants") and are joint employers with Multi Cable and other cable installation contractors for
4 the Time Warner Defendants (collectively, the "Time Warner Contractors"). Plaintiff *Ruacho*
5 alleges that Time Warner Contractors act as "Labor Contractors" for the Time Warner Defendants
6 within the meaning of Labor Code 2810.3. Plaintiff *Ruacho* alleges that he and other technicians
7 working for the Time Warner Contractors were misclassified as independent contractors and, as
8 such, were denied overtime, minimum wage, meal periods, rest breaks, indemnification for business
9 expenses, compliant itemized wage statements, had wages improperly deducted and were subject to
10 unfair competition. Plaintiff, individually and on behalf of other allegedly aggrieved employees,
11 seeks PAGA penalties against Multi Cable and the Time Warner Defendants, as well as attorney
12 fees and costs.

13 8. On or about September 30, 2016, Reynaldo Galvez filed a class action complaint
14 against Multi Cable, Inc. styled as *Reynaldo Galvez v. Multi Cable, Inc. and DOES 1 through 10,*
15 *inclusive* (Case No. BC635968) in the Superior Court of the State of California, County of Los
16 Angeles, alleging a single cause of action for failure to provide adequate wage statements.
17 Plaintiff Galvez seeks penalties up to \$4,000 per class member, injunctive relief, attorneys' fees and
18 costs.

19 9. Plaintiffs in *Ruacho* and *Galvez* are represented by Class Counsel in *Luviano*. The
20 *Ruacho* and *Luviano* matters both seek PAGA penalties for alleged violation of Labor Code
21 sections 201, 202, 204, 221, 226(a), 226.7, 510, 1171, 1181.2, 1194, 1197, 1198, and 2802. The
22 PAGA period alleged in *Luviano* covers a longer time period and subsumes the PAGA claims in
23 *Ruacho*. The wage statement claims in *Galvez* are based on the same Labor Code claims alleged in
24 *Luviano*.

25 10. On February 27, 2017, Plaintiff filed a motion in *Luviano* to add Wilson Rodriguez,
26 Tigran Petrosian, and Salvador Ruacho as class representatives.

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1 11. On March 24, 2017, the Court granted Plaintiff's motion in part. Class Counsel was
2 ordered to file an amended complaint for the limited purpose of substituting Salvador Ruacho as
3 representative plaintiff; such complaint to be filed no later than April 1, 2017.

4 12. On March 31, 2017, Class Counsel filed a Second Amended Complaint substituting
5 Salvador Ruacho as the representative plaintiff in the *Luviano* action.

6 13. The *Luviano* action has been actively litigated. Class Counsel has conducted
7 extensive investigation in this case, including interviewing witnesses, propounding special
8 interrogatories and multiple sets of requests for production of documents, and reviewing extensive
9 information and records provided by Defendants. Defendants propounded multiple interrogatories
10 and sets of requests for production of documents and took depositions of Luviano and several other
11 former contractors of Defendant MCI. Class Counsel has propounded extensive written discovery
12 and has taken the deposition of employees and officers of MCI and the Time Warner Defendants.
13 Furthermore, in 2016, the Parties participated in mediation before mediator Mark Rudy, a highly-
14 respected neutral with extensive experience in mediating wage and hour class actions. The MCI
15 Defendants also have provided Class Counsel, subject to a confidentiality agreement, highly
16 confidential information and documents relating to the MCI Defendants' financial condition. As a
17 result of these efforts, the Parties reached a tentative, class-wide settlement that is the basis for this
18 Stipulation of Settlement, and is hereby submitted to the Court for approval.

19 14. Plaintiff and Class Counsel have concluded, based upon their investigation and
20 taking into account the issues involved, the MCI Defendants' financial condition, the inherent
21 problems of proof and legal defenses which may be an impediment to the claims they assert in this
22 Action, the risks, uncertainty and costs of further prosecution of the Action, and the benefits to be
23 received pursuant to this Agreement, that a settlement with the MCI Defendants on the terms herein
24 set forth is fair, reasonable, adequate and in the best interests of the Plaintiff and the Settlement
25 Class. They have agreed to settle the Action, with the MCI Defendants on the terms set forth herein.

26 15. This settlement, upon approval, resolves all claims asserted by the respective
27 plaintiffs against the MCI Defendants in *Luviano*, *Ruacho* and *Galvez*.

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1 16. The Parties agree this Stipulation of Settlement is not an admission of any liability or
2 wrongdoing of any kind, and neither party shall claim to be a prevailing party in the Action.

3 17. The Parties agree that any characterization of settlement monies as wages will not be
4 deemed an admission by the MCI Defendants that individuals performing cable installations
5 through the MCI Defendants or any other contractor for Time Warner in California were
6 misclassified as independent contractors.

7 **STIPULATION TO CERTIFY CLASS FOR SETTLEMENT PURPOSES ONLY**

8 18. Solely for purposes of effectuating this Settlement, the Parties hereby stipulate that:

9 A. The Class Members are so numerous as to make joinder of all Class Members
10 impracticable.

11 B. The Settlement Class is ascertainable.

12 C. Common questions of law and fact predominate over any questions affecting
13 individual members of the Settlement Class, including, but not limited to, the following:

14 i. Whether or not the MCI Defendants violated California Labor Code
15 sections 510 and 1194;

16 ii. Whether or not the MCI Defendants failed to pay minimum wage;

17 iii. Whether or not the MCI Defendants violated California Labor Code
18 section 226.7;

19 iv. Whether or not the MCI Defendants violated California Labor Code
20 section 226;

21 v. Whether or not the MCI Defendants violated California Labor Code
22 section 203;

23 vi. Whether or not the MCI Defendants violated California Labor Code
24 section 2802;

25 vii. Whether or not the MCI Defendants violated California Labor Code
26 section 221;

1 viii. Whether or not the MCI Defendants owe overtime and liquidated
2 damages under the FLSA;

3 ix. Whether or not the MCI Defendants violated California Business &
4 Professions Code section 17200 et seq.;

5 D. Plaintiff's claims are typical of each Class Member's claims.

6 E. Plaintiff and Class Counsel will fairly and adequately protect the interests of
7 the Settlement Class.

8 F. The prosecution of separate actions by individual Class Members would
9 create the risk of inconsistent or varying adjudications, which would establish incompatible
10 standards of conduct.

11 G. Resolving the claims brought in the Action on a class-wide basis is superior to
12 all other available means, and is the most fair and efficient adjudication of the controversy.

13 H. The Parties agree that conditional certification for settlement purposes shall
14 not constitute an assent to class certification by way of a contested motion, or for any purpose other
15 than to fulfill the terms of this Stipulation of Settlement. The Parties further agree that this
16 Stipulation for Settlement, any document referred to in it, any document prepared in connection
17 with it, or any action taken to effect this Stipulation, may not be deemed admissible evidence in this
18 or any other proceeding other than to enforce the terms of the Stipulation of Settlement.

19 I. The MCI Defendants deny any liability or wrongdoing of any kind associated
20 with the claims alleged in the Action and further deny, that for any purpose other than that of
21 settling this Action and effectuating this Stipulation of Settlement, this Action is appropriate for
22 class treatment. The MCI Defendants contend that they have complied at all times with the
23 California Labor Code, the FLSA and the UCL and paid all Class Members all wages owing to
24 them. In addition, it is the MCI Defendants' position that, if this case were to be litigated, class
25 certification would be inappropriate because individual issues predominate, both as to liability and
26 damages.

27 **THE SETTLEMENT CLASSES DEFINED**

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19. The “Settlement Class” or “Class Members” are defined as follows:

All persons who (1) entered into a "Contract for Cabling Project Services" with Multi Cable, Inc., and, (2) performed cable installation, repair, disconnect and/or similar services in the state of California on behalf of Multi Cable, Inc., Time Warner Cable Inc., Time Warner Cable Pacific West LLC, and/or Time Warner Cable Enterprises LLC at any time from November 5, 2013 to the day before the date of preliminary approval. The Settlement Class, however, will not include any person who previously settled or released all the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative agencies for all the claims covered by this Settlement.

20. The "Settlement Class Period" shall be from November 5, 2013 through the date of preliminary approval of this Settlement.

RELEASE OF CLAIMS

21. **Released Parties:** It is the intention of the Parties that this Stipulation of Settlement shall constitute a full and complete settlement and release of all claims arising from or related to the Action and that this Stipulation of Settlement shall release Multi Cable Inc., Mousa Golbahar, Jila Golbahar, and all of Multi Cable's present and former parent companies, subsidiaries, divisions, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, or any of them, and their counsel of record ("Released Parties"). The term "Released Parties" does not include the Time Warner Defendants.

22. **Scope of Release for Class Representative:** In recognition of Plaintiffs' efforts and time as class representatives and as consideration for a full, general, and comprehensive release and California Civil Code section 1542 waiver of their released claims, including a promise not to seek re-employment with Defendants and an agreement that Class Representatives, as part of a confidentiality clause, will refrain from discussing the terms of this Settlement other than with (1) other Class Members, (2) family members, and, (3) accountants or lawyers as necessary for tax

1 purposes in connection with payments provided for by the Settlement, Class Counsel will request
2 an enhancement award for Plaintiff of not more than five thousand dollars (\$5,000), separate and
3 apart from their portion of the Settlement Amount as provided for herein. The enhancement award
4 will be paid from the Settlement Amount as approved and in an amount to be determined by the
5 Court.

6 23. Released Claims:

7 The Claim Form and/or the back of each check issued to a Settlement Class Member will
8 state, "My signature below constitutes a full and complete release by me of Defendants and each of
9 them, and their present and former parent companies, subsidiaries, divisions, related or affiliated
10 companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and
11 assigns, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
12 expenses, attorneys' fees, damages, action or causes of action arising from or related to this case
13 under any federal, state or local law or administrative order that were or which could have been
14 plead based on the facts alleged in the operative class action and PAGA complaints filed in the
15 *Luviano, Raucha* and *Galvez* Cases, whether known or unknown, including all claims under state
16 and federal law relating to payment of compensation, failure to provide meal periods, failure to pay
17 wages, failure to timely pay wages due at termination, failure to reimburse for necessary business
18 expenditures, violation of Business and Professions Code § 17200 et. seq., violation of any IWC
19 Wage Order, any other claims under state, federal or local law arising out of or related to the
20 allegations contained in the Complaints filed in the Staffing Systems Wage and Hour Cases,
21 punitive and/or liquidated damages, related penalties, including but not limited to claims under the
22 Fair Labor Standards Act; California Labor Code sections 203, 223, 226, 226.7, 510, 512, 1194,
23 1198 and 2699, and interest, attorneys' fees, and costs, and any other related claims and/or penalties
24 of any nature whatsoever, for the Class Period. By cashing this settlement check, you affirmatively
25 opt in to the settlement in *L. Luviano v. Multi Cable, Inc., et al.*, now pending in the United States
26 District Court for the Central District of California, Case No. 2:15-CV-05592-BRO-FM, and
27 release the MCI Defendants from all claims and/or causes of that were or which could have been
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1 plead based on the facts alleged in the *Luviano*, *Raucha* and *Galvez* Cases, or any of them, whether
2 under federal, state or local law including but not limited to the FLSA, 29 U.S.C. § 201, et seq.”
3 The claims to be released by the Settlement Class Members include all claims and/or causes of
4 action against the MCI Defendants that were plead based on the facts alleged in the Action’s FAC,
5 whether under federal, state or local law including but not limited to the FLSA, 29 U.S.C. § 201, *et*
6 *seq.*; California Labor Code sections 200, 201, 202, 203, 218.5, 226, 226.7, 510, 512, 1182.8, 1194,
7 2802, and any applicable administrative orders, whether known or unknown. The release includes
8 Plaintiff’s claims for failure to pay minimum wage, failure to pay overtime wages, failure to
9 provide meal periods and rest breaks, failure to provide accurate wage statements, failure to
10 reimburse business expenses, failure to pay all wages at time of termination, as well as related
11 claims for restitution and other equitable relief under the Business and Professions Code section
12 17200, claims under the Private Attorney General Act (PAGA), and all claims for liquidated
13 damages, waiting-time penalties, any other related claims and/or penalties related to the claims
14 alleged in the operative *Luviano*, *Ruacho* and *Galvez* complaints (“Released Claims”). It is
15 expressly understood and agreed that Defendants Time Warner Cable Inc., Time Warner Cable
16 Pacific West LLC, and Time Warner Cable Enterprises LLC (the “Time Warner Defendants”), are
17 not parties to this Agreement, and this Settlement shall not impact the rights of Plaintiff or the
18 Time Warner Defendants vis a vis one another in the litigation.

19 A. Each Settlement Class Member who does not submit a valid and timely
20 Exclusion Form forever agrees he/she shall not be entitled to pursue, accept or recover damages for
21 any Released Claims against the Released Parties from November 5, 2013 through and including
22 June 30, 2017, or the date of preliminary approval, whichever occurs later.

23 24. **Injunction on DLSE Claims:** The Class Members acknowledge that this Settlement
24 Agreement is intended to enjoin the Class Members from filing any claims with the California
25 Department of Labor Standards Enforcement or initiating other proceedings regarding the Released
26 Claims pending Final Approval of the Settlement Agreement.

1 25. **FLSA Release:** The acceptance of a cash payment hereunder by any Settlement
2 Class Member will also operate as an "opt in" under the Fair Labor Standards Act ("FLSA") and as
3 a release of any claims under the FLSA.

4 26. **Claim Form:** Settlement Class Members are required to submit a Claim Form to
5 order to receive settlement checks. The Claim Form shall state: "My signature constitutes a full and
6 complete release of the Released Parties by me for any and all applicable California wage and hour
7 claims, rights, demands, liabilities and causes of action of every nature and description, whether
8 known or unknown, which arise from or relate to (i) any and all claims for failure to pay overtime,
9 (ii) any and all claims for the failure to pay minimum wage (iii) any and all claims for the failure to
10 provide meal or rest periods, (iv) and all claims for the failure to issue properly itemized wage
11 statements, (v) any and all claims for the failure to provide indemnification for business expenses,
12 (vi) any and all claims for improper deductions from wages, and (vii) any and all claims arising
13 from the California Labor Code sections 201, 202, 204, 221, 226(a), 226.7, 510, 1171, 1181.2,
14 1194, 1197, 1198, and 2802, including, without limitation, statutory, contractual or common law
15 claims for damages, wages, penalties, including penalties under the Labor Code Private Attorneys
16 General Act of 2004, codified at California Labor Code sections 2698-2699.5, liquidated damages,
17 punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other
18 relief under the California Business & Professions Code sections 17200, et seq. Further, my
19 signature constitutes an agreement to be enjoined from filing any claims with the California
20 Department of Labor Standards Enforcement, or from initiating other proceedings, regarding the
21 Released Claims pending Final Approval of the Settlement."

22 27. **Class Representative:** The Parties agree to the designation of Salvador Ruacho as
23 the Class Representative as ordered by the Court. The Class Representative will receive an
24 enhancement award at no additional cost to Defendants, subject to approval by the Court, and
25 subject to the Class Representative's prior execution of separate general releases of all claims under
26 California Code of Civil Procedure section 1542, including a promise not to seek re-employment
27 with Defendants. The enhancement awards will be in addition to the Class Representative's
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1 Individual Settlement Amount Awards. The enhancement award is to be part of, and is to be
2 deducted from, the Settlement Amount prior to calculation of the Individual Settlement Amount
3 Awards. IRS Forms 1099 shall issue for the enhancement award.

4 28. The releases provided for in paragraphs 21 through 23 of this Stipulation of
5 Settlement shall become effective upon the Effective Date (defined in paragraph 93), subject to a
6 condition subsequent that the MCI Defendants timely fund the Net Distribution Amount (defined in
7 paragraph 37), in accordance with the terms of paragraph 38.

8 29. Class Counsel has conducted a thorough investigation into the facts of the class
9 action, including an extensive review of relevant documents, information, and data provided by the
10 MCI Defendants. Prior to the Parties executing this "Stipulation of Settlement", counsel for the
11 MCI Defendants provided highly confidential financial information relating to the MCI
12 Defendants' personal and corporate financial condition, including confidential financial statements
13 and tax returns. Based on the foregoing data and its own independent investigation and evaluation,
14 Class Counsel is of the opinion that the settlement with the MCI Defendants for the consideration
15 and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in
16 the best interest of the Class Members in light of all known facts and circumstances, including the
17 risk of significant delay, MCI Defendant's precarious financial state, defenses asserted by the MCI
18 Defendants, and numerous potential appellate issues. The MCI Defendants and their Counsel also
19 agree that the Settlement is fair, reasonable and in the best interest of the Settlement Class.

20 30. The Parties agree to cooperate and take all steps necessary and appropriate to
21 consummate this Settlement and dismiss this Action with prejudice at the completion of the Parties'
22 obligations and events described herein. None of the Parties or respective counsel shall, directly or
23 indirectly, solicit or otherwise influence any class member to reject, accept, or object to this
24 Settlement or to commence an appeal if the Settlement receives Final Approval.

25 TERMS OF SETTLEMENT

26 31. Settlement Amount: "Settlement Amount" means the total sum of Four-Hundred
27 Fifty Thousand Dollars (\$450,000.00), inclusive of all wages, penalties, PAGA penalties, liquidated
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1 damages, attorneys' fees and costs as awarded by the Court, Class Representative Enhancement
2 Award, and Claims Administration Expenses. The MCI Defendants will pay the employer's share
3 of taxes separate and apart from the payment of the Settlement Amount.

4 32. **Participating Class Members:** "Participating Class Members" are Technicians who
5 file a timely and valid Claim Form and do not submit a valid and timely Exclusion Form.

6 33. **Non-Participating Class Members:** "Non-Participating Class Members" are any
7 Technicians who do not file a valid and timely Claim Form or submit a valid and timely Exclusion
8 Form.

9 34. **Net Settlement Amount:** "Net Settlement Amount" means the Settlement Amount,
10 less (1) attorneys' fees up to One Hundred Twenty Six Thousand Dollars (\$126,000) and costs not
11 to exceed (\$35,000), a combined total of One Hundred Forty One Thousand Dollars (\$161,000) as
12 set forth in Paragraph 38 below; (2) Claims Administration Expenses, estimated at approximately
13 Twenty-Two Thousand Dollars (\$22,000) as set forth in Paragraph 45 below; (3) Class
14 Representative Enhancement Award not to exceed Five Thousand Dollars (\$5,000) as set forth in
15 Paragraph 39 below; and (4) PAGA penalties of Ten Thousand Dollars (\$10,000) as set forth in
16 Paragraph 40 below.

17 35. "Individual Settlement Amount" means the amount from the Net Settlement
18 Amount to be distributed to each Participating Class Member, according to the calculations set forth
19 below in paragraphs 34 and 35.

20 36. **Calculation of the Individual Settlement Amounts:** Individual Settlement
21 Amounts will be paid out of the Net Settlement Amount. Each Participating Class Member will be
22 paid a percentage of the Net Settlement Amount proportionate to his or her total number of
23 workweeks worked during the Class Period ("Total Individual Workweeks") as compared to the
24 Total Class Workweeks, defined below. The Claims Administrator will calculate each Class
25 Member's Total Individual Workweeks based upon applicable paycheck records provided by the
26 MCI Defendants, which shall be presumed to be correct. A "workweek" is any consecutive Sunday-
27 Saturday period in which a Class Member performed installations regardless of the number of hours
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1 worked in any workday. The number of Total Individual Workweeks calculated by the Claims
2 Administrator for each Class Member shall be set forth on his or her Claim Form. Any Class
3 Member may submit documentation (e.g., pay stubs) to demonstrate that they worked a different
4 number of workweeks. The Claims Administrator will review all supporting documentation
5 provided, and will make a determination on all disputed workweeks claims prior to the Final
6 Approval Hearing. The Claims Administrator's decision will be final.

7 37. "Net Distribution Amount" shall mean the aggregate of the Individual Settlement
8 amounts, as calculated in paragraphs 30-32, together with (1) attorneys' fees and costs awarded by
9 the Court; (2) Claims Administration Expenses awarded by the Court; (3) Class Representative
10 Enhancement Award; and (4) PAGA penalties of Ten Thousand Dollars (\$10,000).

11 38. Funding of Net Distribution Amount by Defendants: The MCI Defendants will
12 pay the Net Distribution Amount into a settlement fund, administrated by the Claims Administrator,
13 in installments with several distributions as described herein.

14 A. The First Installment in the sum of Ten Thousand Dollars (\$10,000) shall be
15 paid by the MCI Defendants upon signature of this Stipulation

16 B. The Second Installment in the sum of Twenty Thousand Dollars (\$20,000)
17 shall be paid by the MCI Defendants within ten (10) days of Preliminary
18 Approval of the Settlement

19 C. The Third Installment of One Hundred Twenty Thousand Dollars (\$120,000)
20 shall be paid within ten (10) days after Final Approval of the Settlement if
21 there are no objectors. If there are objectors, the first installment shall be paid
22 as follows: (1) Sixty Thousand Dollars (\$60,000) within thirty (30) days after
23 Final Approval, which sum will be deposited into an interest bearing escrow
24 account pending resolution of the objection(s) in the District Court. If the
25 objection(s) are resolved in the District Court within 45 days of the deposit of
26 these funds, the funds shall be transferred by the Claims Administrator from
27 the escrow account into the settlement fund. However, if the objection(s) are
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1 not resolved in the District Court within 45 days of the deposit of these funds
2 into the escrow account, such monies will be returned to the MCI Defendants
3 within 30 days after the Effective Date, as described in paragraph 93 below.
4 The remaining Sixty Thousand Dollars (\$60,000) shall be paid within 30 days
5 after the Effective Date.

6 D. Thereafter, the balance of Three Hundred Thousand Dollars (\$300,000) will
7 be paid by the MCI Defendants in equal monthly installments of Eight
8 Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents
9 (\$8,333.33) over the next thirty-six (36) months beginning on September 1,
10 2018 or 365 days after the Effective Date of the Settlement, as described in
11 paragraph 93 below, whichever date is earlier.

12 39. **Initial Distribution of Settlement Amount:** The Initial Distribution in the sum of
13 One Hundred and Fifty Thousand Dollars (\$150,000) shall be made by the MCI Defendants within
14 seventy (70) days the Effective Date of the Settlement, as described in paragraph 93 below. The
15 Claims Administrator shall calculate the amounts to be distributed from the Initial Distribution by
16 multiplying the total amounts to be paid from the Net Distribution Amount per the Court's Final
17 Approval Order by 1/3 (which reflects the proportion that the first installment is of the total
18 Settlement amount). For the Initial Distribution the Claims Administrator shall issue checks
19 directly to all Participating Class Members, to the Class Representative (for his enhancement
20 award), to Class Counsel (for its approved fees and costs), to itself (for administration fees) and to
21 the LWDA (for its proportionate share of the PAGA payment). By way of example, if the Court
22 approves a \$5,000.00 Enhancement Award to the Class Representatives, then \$1,650.00 (i.e.,
23 \$5,000.00 times 1/3 would be paid to each Class Representative as an Enhancement Award out of
24 the first installment.

25 40. **Second Distribution:** A Second Distribution in the total sum of One Hundred and
26 Fifty Thousand Dollars (\$150,000) shall be made within forty-five (45) days of the deposit by the
27 MCI Defendants of monthly installments payments totaling \$150,000, as described in paragraph
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1 36(D) above. Based on the same formulas specified in paragraph 37 above, the Claims
2 Administrator shall issue checks directly to all Participating Class Members, to the Class
3 Representatives (for their enhancement award), to Class Counsel (for its approved fees and costs),
4 to itself (for administration fees) and to the LWDA (for its proportionate share of the PAGA
5 payment).

6 41. **Final Distribution:** A Final Distribution in the sum of One Hundred and Fifty
7 Thousand Dollars (\$150,000) shall be made within forty five (45) days of the deposit by the MCI
8 Defendants of monthly installments payments totaling \$300,000, as described in paragraph 36(D)
9 above. Based on the same formulas specified in paragraph 37 above, the Claims Administrator
10 shall issue checks directly to all Participating Class Members, to the Class Representatives (for their
11 enhancement award), to Class Counsel (for its approved fees and costs), to itself (for administration
12 fees) and to the LWDA (for its proportionate share of the PAGA payment).

13 42. The MCI Defendants shall provide collateral as security for the installment payments
14 described in paragraph 36(D) above.

15 43. Within ten (10) days of the MCI Defendants' final installment payment, as provided
16 for in paragraph 36(A), the Claims Administrator shall calculate and distribute all remaining
17 amounts to be paid from the Net Distribution Amount (i.e., a second and final round of settlement
18 checks to Participating Class Members, and payment of all outstanding amounts for attorneys' fees
19 and costs, claims administration fees, the Class Representative's enhancement award, and the
20 PAGA payment.) For example, if the Court approves a \$5,000.00 Enhancement Award to the Class
21 Representative, then \$3,350.00 (i.e. \$5,000.00 minus the \$1,650.00 that was already paid in the
22 initial distribution) would be paid to the Class Representative as the Enhancement Award in the
23 final distribution. If any of the settlement checks in the final distribution are returned as
24 undeliverable, without a forwarding address, the Claims Administrator will resend such checks after
25 performing a computer/SSN and "skip trace" search to obtain (an) updated address(es).
26 Participating Class Members will have 180 days in which to cash the checks in the second
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1 distribution. Any checks not cashed within this time period will be voided, and the sum total of the
2 amounts of the voided checks, if any, will be refunded by the Claims Administrator to Defendants.

3 44. Participating Class Members will have 180 days in which to cash the checks. Any
4 checks not cashed within this time period will be voided and the proceeds shall be redistributed in
5 the Final Distribution on a pro rata basis to those Participating Class Members who cashed their
6 first settlement checks. If a Participating Class Member does not timely cash his or her first
7 settlement check, then he or she will not be eligible to receive any further payment in connection
8 with this settlement.

9 45. **Discovery:** The MCI Defendants will reasonably cooperate in concluding their
10 discovery obligations herein.

11 SETTLEMENT FORMULA AND DISTRIBUTION

12 46. **Class Counsel's Fees and Costs:** The MCI Defendants and the MCI Defendants'
13 Counsel will not oppose Class Counsel's motion for an award of attorney fees not to exceed One
14 Hundred Twenty Six Thousand Dollars (\$126,000) and costs not to exceed (\$35,000) a combined
15 total of One Hundred Sixty One Thousand Dollars (\$161,000), subject to approval by the Court, to
16 compensate Class Counsel for their work related to the Action, including all such fees and costs
17 incurred to date, as well as fees and costs incurred in documenting the Settlement, securing
18 preliminary and final approval of the Settlement, administering the Settlement, performing any
19 post-settlement analysis reasonably necessary to effectuate the Settlement, and obtaining a
20 dismissal of the Action. Class Counsel's attorneys' fees and costs are included in the Gross
21 Distribution Amount. Class Counsel will be issued an IRS Form-1099 for their award of attorneys'
22 fees and costs. The attorneys' fees and costs set forth above shall be paid through the Claims
23 Administrator as set forth in paragraphs 37 through 39 above.

24 47. **Class Representative Enhancement Award:** As consideration for this release, the
25 Class Representative shall be eligible for an Enhancement Award of up to \$5,000.00, upon Court
26 approval, separate and apart from his portion of the Settlement Amount as provided for herein. The
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1 MCI Defendants shall pay the Class Representative Enhancement Award through the Claims
2 Administrator as set forth in paragraphs 39 through 41 above.

3 48. **Private Attorneys General Act Payment:** The Parties agree that Ten Thousand
4 Dollars (\$10,000.00) of the Gross Settlement Fund shall be allocated as settlement of Plaintiff's
5 claims under the California Private Attorneys General Act ("PAGA"). Seventy-five percent (75%)
6 of that total, or \$7,500.00, shall be paid to the LWDA pursuant to the provisions of the California
7 Private Attorneys General Act. The remaining twenty-five percent (25%), or \$2,500.00, shall be
8 distributed to Class Members as part of the Net Class Members Distribution Amount. Defendant
9 shall pay the PAGA payment through the Claims Administrator as set forth in paragraphs 37
10 through 39 above.

11 49. **Administration Costs:** The administration costs, not to exceed Twenty-Two
12 Thousand Dollars (\$22,000) associated with this Settlement shall be paid out of the Gross
13 Distribution Amount. The claims administrator will be CPT Group. ("Claims Administrator").
14 Defendant shall pay the administrations costs through the Claims Administrator as set forth in
15 paragraphs 39 through 41 above.

16 50. **Allocation Of Settlement Payments:** The Parties recognize that the settlement
17 amounts to be paid to the Class Members will be characterized as compensation for claims in the
18 lawsuit including claims for wages (not including the enhancement paid to the Class
19 Representatives). The Parties agree one third (33.3%) of each settlement payment to the
20 Participating Class Members will be characterized as wages and thus subject to IRS Form-W2
21 reporting and, therefore, payroll taxes and withholdings will be deducted pursuant to state and
22 federal law and the employer will make all required contributions which will not be deducted from
23 the payments made to Class Members. The remaining two thirds (66.7%) represents interest and
24 penalties sought in the lawsuit and the Participating Class Members will be issued IRS Form-1099's
25 for those portions of their payments. The Claims Administrator in consultation with the Defendants
26 shall be responsible for issuing the payments and calculating and withholding all required state and
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1 federal taxes. The Claims Administrator shall file proof of payment with the Court and will
2 contemporaneously serve the Parties' counsel.

3 51. All Settlement Payments to individual Participating Class Members shall be deemed
4 to be paid to such Participating Class Member solely in the year in which such payments actually
5 are received by the Participating Class Member. It is expressly understood and agreed that the
6 receipt of such Settlement Payments will not entitle any Participating Class Member to additional
7 compensation or benefits under any company bonus, contest or other compensation or benefit plan
8 or agreement in place during the period covered by the Settlement, nor will it entitle any
9 Participating Class Member to any increased retirement, 401K benefits or matching benefits, or
10 deferred compensation benefits. It is the intent of this Settlement that the Settlement Payments
11 provided for in this Settlement are the sole payments to be made by the MCI Defendants to the
12 Participating Class Members, and that the Participating Class Members are not entitled to any new
13 or additional compensation or benefits as a result of having received the Settlement Payments
14 (notwithstanding any contrary language or agreement in any benefit or compensation plan
15 document that might have been in effect during the period covered by this Settlement).

16 **NOTICES TO THE SETTLEMENT CLASS**

17 52. **Notices:** Attached collectively as Exhibit A is the form of the Notice of Allocation
18 of Class Settlement.

19 53. **Claim Forms:** Attached as Exhibit B is the claim and release form to be sent to all
20 Class Members ("Claim Form").

21 54. **Exclusion Form:** Attached as Exhibit C is the request for exclusion form that will
22 be sent to all Class Members ("Exclusion Form").

23 55. The Notice, Claim Form and Exclusion Form will be presented for approval by the
24 Court.

25 56. Within fifteen (15) business days of obtaining the Court's preliminary approval of
26 the Settlement, the MCI Defendants shall provide the Claims Administrator with the class list and
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1 data, including all Class Members' first and last names, last known addresses, telephone numbers,
2 social security numbers, and Total Individual Workweeks.

3 57. The Claims Administrator will send one and only one deficiency notice to the Class
4 Members for deficiencies in timely Claim Forms or Exclusion Forms submitted. The deficiency
5 notice will provide the Class Members a maximum of 10 days to cure the deficiency. The Claim
6 Forms and Exclusion Forms must be signed, dated and completed in full to be valid.

7 58. The Claims Administrator will not send any reminder notices to the Class Members.
8 Returned or uncashed settlement checks will not be re-issued. The Claim Administrator shall
9 certify jointly to Class Counsel and the MCI Defendants' Counsel the number of forms that were
10 timely submitted. At least five (5) days prior to the Final Approval Hearing, Class Counsel shall
11 provide the court with a declaration by the Claims Administrator of due diligence and proof of
12 mailing with regard to the mailing of the notice.

13 CLAIM PROCESS

14 59. Upon approval by the Court of the Notice to Current Technicians, Notice to Former
15 Technicians, Claim Form and Exclusion Form and within 30 days of the Court's preliminary
16 approval of the Settlement, the Claims Administrator shall mail the Exclusion Form and the Claim
17 Form to all Settlement Class Members. The Exclusion Form and Claim Form will herein be
18 referred to as "Notice Packet").

19 60. Class Members will have forty (40) days from the mailing of the Notice Packets to
20 submit a Claim Form or Exclusion Form. Claim Forms post-marked after forty (40) days from the
21 mailing of the Notice Packet will be considered untimely, except upon a showing of good cause,
22 determined jointly by the Parties. Submission of Claim Forms and Exclusion Forms by fax within
23 forty (40) days from the mailing of the Notice Packet will be deemed effective. If a Notice Packet
24 is returned as undeliverable, without a forwarding address, the Claims Administrator will perform a
25 computer/SSN and "skip trace" search to obtain an updated address, and the Class Member shall
26 have 15 days from the date of any resulting re-mailing in which to submit a Claim Form or
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1 Exclusion Form. The Parties agree to cooperate with the Claims Administrator to locate a more
2 recent address for Class Members, where necessary.

3 61. If any Class Member files a defective Claim Form or Exclusion Form postmarked
4 before the submission deadline, then the Claims Administrator shall send a Cure Letter to such
5 Class Member advising that the claim is defective and must be cured to become valid. The Claims
6 Administrator must mail the Cure Letter within three (3) business days of receiving a defective
7 claim. The Cure Letter shall state that the Class Member has ten (10) days from the date of the
8 Cure Letter or the submission deadline, whichever date is later, to postmark a revised claim. If a
9 Class Member responds to a Cure Letter by filing a defective claim, then the Claims Administrator
10 shall have no further obligation to give notice of a need to cure. Such defective claims will be
11 considered invalid and, if received after the re-submission deadline, the Class Member will have no
12 right to cure them.

13 62. Class Members who submit both a valid and timely Claim Form and a valid and
14 timely Exclusion Form will be presumed to be Participating Class Members and the Exclusion
15 Form will accordingly be deemed to be a nullity.

16 63. All original Claim Forms shall be sent directly to the Claims Administrator at the
17 address indicated on the Claim Form. Claim Forms submitted to the Claims Administrator by fax
18 will be deemed valid. The Claims Administrator shall review the Claim Forms and make any
19 calculations of payments to be distributed by reviewing the Claim Forms and documentation
20 associated with the Settlement Amount Per Workweek of the Class Members. The Claims
21 Administrator will certify jointly to Class Counsel and Defendant's Counsel what claims were
22 timely filed. It will be conclusively presumed that if an envelope has not been returned within
23 forty (40) days of the mailing that the Class Member received the Notice Packet.

24 64. Proof of payment will be filed with the Court and provided to Class Counsel.
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1 **CLAIM FORM, EXCLUSION FORM AND TOTAL INDIVIDUAL WORKWEEKS**

2 **DISPUTE REVIEW BY ADMINISTRATOR**

3 65. The Parties have agreed that CPT Group appointment as Claims Administrator shall
4 include its independently reviewing the Claim Forms, Exclusion Forms and documentation
5 associated with Class Members' Settlement Amount Per Workweek for the purpose of verifying
6 any amounts due to Participating Class Members, as well as calculating and withholding all
7 required state and federal taxes, as set forth in this Stipulation of Settlement. The Claims
8 Administrator shall report, in summary or narrative form, the substance of its findings. The Claims
9 Administrator shall be granted reasonable access to Defendants records to perform its duties. All
10 disputes relating to the Claims Administrator's ability and need to perform its duties shall be
11 referred to the Court, if necessary, which will have continuing jurisdiction over the terms and
12 conditions of this Stipulation of Settlement until all payments and obligations contemplated by this
13 Stipulation of Settlement have been fully carried out.

14 66. There will be pre-printed information on the Claim Forms mailed to the Class
15 Members, based on the MCI Defendants' records, stating the Total Individual Workweeks worked
16 the Class Member during the Class Period in California. The pre-printed information based on the
17 MCI Defendants' records shall be presumed to be correct. A Class Member may challenge the pre-
18 printed information on the Claim Form as to the Total Individual Workweeks he or she worked
19 during the Class Period. Unless a challenging Class Member submits documentary evidence in
20 support of their dispute, Defendants' records will be determinative. All Claim Forms and Exclusion
21 Forms must be completed in their entirety to be considered valid.

22 67. MCI's records will be presumed determinative, but the Claims Administrator will
23 evaluate the evidence submitted by the Class Member and make the final decision as to which
24 workweeks calculation should be applied.

25 68. As provided for on the Notices, attached as Exhibit A, any Class Member who
26 objects to this Settlement shall file his or her notice of objection within 40 days of the mailing of
27 the Notice Packet, and must make himself or herself available upon reasonable notice for a
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1 deposition taken by the proponents of the Settlement and/or respond to written discovery, if any
2 proponent of the Settlement chooses to take such deposition or propound written discovery.

3 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

4 69. The Parties will make best efforts to move for preliminary approval, and to file the
5 executed Joint Stipulation of Settlement, Defendants' Declaration, Notice Packet and all other
6 documents reasonably necessary to obtain a Preliminary Approval Hearing date on or before July
7 16, 2017. The Parties agree that the motions for preliminary approval and final approval shall be
8 unopposed by the Parties.

9 70. Promptly upon execution of this Stipulation of Settlement, the Parties shall jointly
10 apply to the Court for the entry of a preliminary order substantially in the following form:

11 A. Scheduling a Final Approval Hearing on the question of whether the proposed
12 Settlement, including payment of attorneys' fees and costs, and the Class Representative's service
13 payment, should be finally approved as fair, reasonable and adequate as to the Class Members;

14 B. Preliminarily certifying the Settlement Class;

15 C. Approving as to form and content the proposed Notice to Currents and Notice
16 to Formers;

17 D. Approving as to form and content the proposed Claim Form and Exclusion
18 Form;

19 E. Directing the mailing of the Notice to Current Technicians Packets and Notice
20 to Formers Technicians Packets by first class mail to the Class Members;

21 F. Preliminarily approving the Settlement subject only to any objections and
22 final review by the Court;

23 G. Appointing CPT Group as Claims Administrator; and,

24 H. Preliminarily approving reasonable costs of administration payable to CPT
25 Group.

26 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

71. Following Final Approval by the Court of the settlement provided for in this Stipulation of Settlement, Class Counsel will submit a proposed final order and judgment in the following form:

A. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions.

B. Approving Class Counsel's application for an award of attorneys' fees and reimbursement of costs.

C. Approving the service payment to the Class Representatives.

D. Upon a showing that the MCI Defendants have made all payments required by this Stipulation of Settlement, all Participating Class Members or any of their present or former agents, attorneys, heirs, executors, representatives, successors, or assigns shall be barred from prosecuting against Released Parties claims described in Paragraph 19.

VOIDING THE AGREEMENT

72. A failure of the Court to approve any material condition of this Stipulation of Settlement which effects a fundamental change of the Parties' settlement shall render the entire Stipulation of Settlement voidable and unenforceable as to all Parties herein at the option of either Party.

73. If, for any reason, no Judgment occurs or a Judgment does not become Final, then the orders and any Judgment pursuant to this Stipulation of Settlement shall be vacated, and the Parties will be returned to the status quo ante with respect to the Action as if this Settlement had never been entered into. However, notwithstanding this provision, paragraph 18(H) of this Settlement shall be and remain in effect once the Settlement is signed by the Parties.

BAR ORDER

74. **Permanent Injunction Regarding Released Class Members' Claims.** All Class Representatives and Class Members and their agents, heirs, executors and assigns, and anyone else purporting to act on their behalf, are enjoined from filing, prosecuting or intervening in or receiving any benefits from any other lawsuit or proceeding against the MCI Defendants that

1 is based on or arises from any Released Class Members' Claim as to the MCI Defendant of any of
2 them.

3 **PARTIES' AUTHORITY**

4 75. The signatories hereto hereby represent that they are fully authorized to enter into
5 this Stipulation of Settlement and bind the parties hereto to the terms and conditions hereof.

6 **MUTUAL COOPERATION**

7 76. The Parties to this Stipulation of Settlement agree to cooperate with each other to
8 accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of
9 such documents and taking such other actions as may reasonably be necessary to implement the
10 terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts
11 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
12 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
13 herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall,
14 with the assistance and cooperation of the MCI Defendants and its counsel, take all necessary steps
15 to secure the Court's preliminary and final approval of this Stipulation of Settlement, and the MCI
16 Defendants shall not oppose any motions for preliminary approval, final approval, or for the award
17 of attorneys' fees and costs consistent with the terms set forth in this Stipulation of Settlement.

18 **NO PRIOR ASSIGNMENTS**

19 77. The Parties represent, covenant, and warrant that they have not directly or indirectly,
20 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
21 entity any portion of any liability, claim, demand, action, cause of action or rights herein released
22 and discharged except as set forth herein.

23 **NO ADMISSION**

24 78. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is
25 to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
26 part of the MCI Defendants. Each of the parties hereto has entered into this Stipulation of
27 Settlement with the intention to avoid further litigation of the Action with the attendant
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1 inconvenience and expenses. This Stipulation of Settlement is a settlement document and shall,
2 pursuant to California Evidence Code section 1152 be inadmissible in evidence in any proceeding,
3 except an action or proceeding to approve the settlement, and/or interpret or enforce this Stipulation
4 of Settlement. The stipulation for class certification as part of this Stipulation of Settlement is for
5 settlement purposes only and if, for any reason the settlement is not approved, the stipulation will
6 be of no force or effect. Any characterization of settlement monies as wages is not deemed an
7 admission by the MCI Defendants that individuals performing cable installations through
8 Defendants in California were misclassified as independent contractors.

9 NOTICES

10 79. Unless otherwise specifically provided herein, all notices, demands or other
11 communications given hereunder shall be in writing and shall be deemed to have been duly given as
12 of the third business day after mailing by United States registered or certified mail, return receipt
13 requested, addressed as follows:

14 To the Settlement Class:

15 Alan Harris
16 David Garrett
17 Rebecca Lee
18 HARRIS & RUBLE
19 655 North Central Ave. 17th FL.
20 Glendale, CA 91203

21 To the MCI Defendants:

22 Joel P. Kelly
23 Jessica C. Gregg
24 Jackson Lewis P.C.
25 725 South Figueroa Street, Suite 2500
26 Los Angeles, CA 90017

27 CONSTRUCTION

28 80. The Parties agree that the terms and conditions of this Stipulation of Settlement are
the result of lengthy, intensive arms-length negotiations between the Parties and that this Stipulation
of Settlement shall not be construed in favor of or against any party by reason of the extent to which
any party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

1 **CAPTIONS AND INTERPRETATIONS**

2 81. Paragraph titles or captions contained herein are inserted as a matter of convenience
3 and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of
4 Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and
5 not merely a recital.

6 **MODIFICATION**

7 82. This Stipulation of Settlement may not be changed, altered, or modified, except in
8 writing and signed by the Parties, and approved by the Court. This Stipulation of Settlement may
9 not be discharged except by performance in accordance with its terms or by a writing signed by the
10 Parties.

11
12 **INTEGRATION CLAUSE**

13 83. This Stipulation of Settlement contains the entire agreement between the Parties
14 relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous
15 agreements, understandings, representations, and statements, whether oral or written and whether
16 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
17 except in writing.

18 **BINDING ON ASSIGNS**

19 84. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
20 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

21 **CLASS COUNSEL SIGNATORIES**

22 85. It is agreed that because the Class Members are so numerous, it is impossible or
23 impractical to have each Class Member execute this Stipulation of Settlement. The Notice to
24 Currents and the Notice to Formers will advise all Class Members of the binding nature of the
25 release and shall have the same force and effect as if this Stipulation of Settlement were executed
26 by each Class Member.

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1 fewer than five (5) business days from the date on which Class Counsel is informed of a ten percent
2 (10%) or greater variance between the Estimated Workweeks and the actual Workweeks attested to
3 in Defendants' Declaration.

4 90. **Defendants' Revocation Option:** In the event that greater than ten percent (10%)
5 of the Class Members request Exclusion, the MCI Defendants at their sole discretion may withdraw
6 from this Settlement by providing written notice to Plaintiff's counsel within ten (10) calendar days
7 after a notification by the Claims Administrator reflecting that ten percent (10%) or more of the
8 responding Class Members have filed valid Exclusion Forms. None of the Parties or respective
9 counsel shall, directly or indirectly, solicit or otherwise encourage Class Members to submit
10 Exclusion Forms. In the event of such a revocation: (i) no party may use the fact that the parties
11 agreed to settle this case as evidence of the MCI Defendants' liability in this lawsuit or the lack
12 thereof, and (ii) Defendants shall pay all costs incurred by the Claims Administrator.

13 14 CONTINUING JURISDICTION BY THE COURT

15 91. The Court will maintain jurisdiction over enforcement of this Settlement until a
16 dismissal with prejudice is granted by the Court upon completion of all obligations hereunder.

17 92. Any disputes concerning enforcement of the settlement or administration of the
18 Agreement (including those concerning the period of time a claimant worked in a Covered Position)
19 may be resolved by the Court; however, any such disputes not resolved by the Court will be
20 resolved by arbitration. Prior to any such arbitration, counsel for the parties will confer in good
21 faith to resolve the dispute without the necessity of arbitration.

22 EFFECTIVE DATE OF SETTLEMENT

23 93. The Settlement shall be effective on (the "Effective Date") the later of: (1) if there
24 are no objections submitted or all objections have been withdrawn prior to Final Approval, then the
25 date of Final Approval, or (2) if there are Objections submitted that are not later withdrawn, 65
26 days from Final Approval or, if there is an appeal, (3) the earlier of the calendar day after any

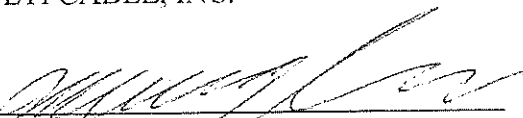
1 appeal is dismissed or withdrawn and the calendar day on which any appeal is decided upholding
2 validity of settlement.

3
4 DATED: April __, 2017

SALVADOR RUACHO
Plaintiff and Class Representative

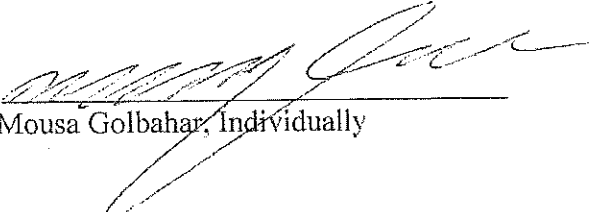
5
6 July 12
7 DATED: April 12, 2017

MULTI CABLE, INC.

8 By: 
9 Mousa Golbahar, President

10 July 11
11 DATED: April __, 2017

MOUSA GOLBAHAR

12 By: 
13 Mousa Golbahar, Individually

14 Approved as to form:

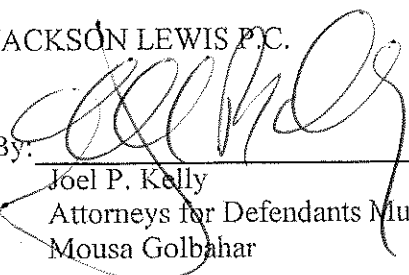
15
16 DATED: April __, 2017

HARRIS & RUBLE

17 By: _____
18 Alan Harris
19 Attorneys for Class Representatives and Class
20 Counsel

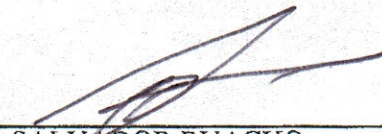
21 July 26
22 DATED: April __, 2017

JACKSON LEWIS P.C.

23 By: 
24 Joel P. Kelly
25 Attorneys for Defendants Multi Cable, Inc. and
26 Mousa Golbahar
27
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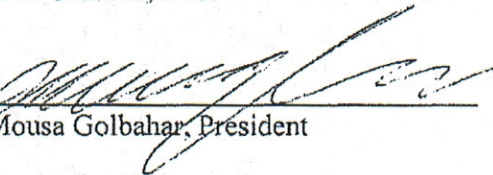
1 appeal is dismissed or withdrawn and the calendar day on which any appeal is decided upholding
2 validity of settlement.

3
4 DATED: August 2, 2017


SALVADOR RUACHO
Plaintiff and Class Representative

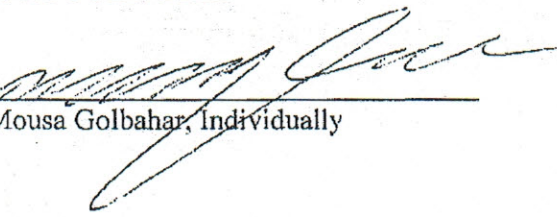
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7 DATED: July 17, 2017

MULTI CABLE, INC.

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9 By: 
Mousa Golbahar, President

10 DATED: July 17, 2017

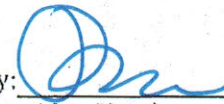
MOUSA GOLBAHAR

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12 By: 
Mousa Golbahar, Individually

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14 Approved as to form:

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16 DATED: August 1, 2017

HARRIS & RUBLE

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18 By: 
Alan Harris
Attorneys for Class Representatives and Class
Counsel

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21 DATED: July 26, 2017

JACKSON LEWIS P.C.

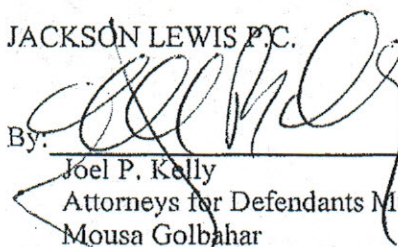
22
23 By: 
Joel P. Kelly
Attorneys for Defendants Multi Cable, Inc. and
Mousa Golbahar

Exhibit 2

Luviano/Ruacho/Galvez Class, PAGA, and Collective Action Lawsuits

Settlement Terms Sheet with Time Warner Cable Defendants and Charter Communications, Inc.

Financial Terms of Settlement – A non-reversionary settlement of all claims that were or could have been asserted in the Luviano, Ruacho or Galvez litigation, including all claims that were alleged (or could have been alleged) in said lawsuits on behalf of the putative class and/or allegedly aggrieved employees. The TWC Defendants (defined to include Time Warner Cable Inc., Time Warner Cable Pacific West LLC, Time Warner Cable Enterprises LLC, Charter Communications, Inc., and any or all of their successors, parents or other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, agents, attorneys, predecessors, successors, and assigns (and the officers, agents, attorneys, successors, and assigns of such parent or other affiliated corporations, divisions, partnerships and subsidiaries)), shall make a gross payment of \$1,350,000 paid from the amounts reflected on MCI invoices that the TWC Defendants are retaining against MCI's contractual obligations to the TWC Defendants, which shall include the following:

- \$10,000.00 of the total settlement amount shall be allocated to PAGA payments.
- Plaintiffs Luviano, Ruacho and Galvez shall receive class representative payments of an amount to be agreed upon, but not to exceed \$5,000 each, which shall be paid out of the total settlement amount.
- All claims administration costs or fees shall be paid out of the total settlement amount.
- Plaintiffs' attorneys' fees and costs shall be paid out of the total settlement amount.
- The settlement amount paid to Plaintiffs and putative class members shall be allocated 100% to non-wages for which form 1099s shall be issued. The class settlement agreement will not contain an indemnification agreement related to the tax treatment of these payments.
- The TWC Defendants shall make no other payments whatsoever.
- The parties agree that one notice will be sent to the putative class following preliminary approval of the parties' settlement by the Court, that the notice will detail the terms of the settlement, and that the TWC Defendants will prepare the notice, subject to Plaintiffs' counsel's and the court's approval.
- The settlement payment will be sent to the settlement administrator within ten (10) business days after the expiration of the appeal period following final approval with no appeals being filed or March 31, 2018, whichever is later.
- The parties agree that the TWC Defendants retain all rights they have against MCI, including any and all indemnity rights, and nothing in the parties' settlement shall limit, abridge, modify, cancel, or otherwise affect the TWC Defendants' indemnification rights against MCI.

- Plaintiffs and Plaintiffs' counsel agree that this settlement resolves any and all claims they or the putative classes (or aggrieved employees) have, may have, or may claim to have against the TWC Defendants. Plaintiffs and Plaintiffs' counsel further agree on behalf of the class that they may not and will not pursue any claims against the TWC Defendants arising out of the facts underlying the lawsuits brought by Luviano, Ruacho and Galvez, or the putative classes'/aggrieved employees' work for or relationship with MCI, and that the release of claims against the TWC Defendants will be complete and final.
- Plaintiffs Luviano, Ruacho and Galvez (collectively, "Plaintiffs") acknowledge and confirm that the wage and hour violations they have alleged or could allege against the Time Warner Cable Defendants are based on allegations that the TWC Defendants jointly employed them with MCI, an allegation the TWC Defendants deny. Plaintiffs do not contend that the TWC Defendants (1) paid Plaintiffs; (2) supplied Plaintiffs with wage statements; (3) hired Plaintiffs; (4) supervised Plaintiffs; or (5) told Plaintiffs that they were employed by the TWC Defendants. Plaintiffs' allegations regarding MCI's alleged misclassification, improper deductions, failure to pay overtime, failure to pay minimum wage, failure to provide meal/rest periods, and failure to reimburse are based on actions or omissions by MCI, including MCI's failure to pay them properly and to properly treat them as employees rather than contractors (the "Actions & Omissions"). Plaintiffs do not contend that the TWC Defendants themselves directly committed any of the Actions & Omissions that they have alleged with respect to the Actions & Omissions alleged to be taken by MCI when it paid Plaintiffs for their services. Rather, the allegations against the TWC Defendants are based upon alleged joint employer liability or statutory liability under Cal. Lab. Code 2810.3, both of which the TWC Defendants deny.
- Plaintiffs and their counsel agree that they will not directly or indirectly communicate, issue any press release, hold any press conference, make any posting on any website, instant messaging site, blog, or social networking site, initiate or respond to any contact with any members of the news media, including, but not limited to, any radio or television stations, newspapers, or magazines, regarding the litigation, the settlement agreements between the parties, this Terms Sheet, or the negotiations related to this Terms Sheet or the settlement agreement. If any Plaintiff or their counsel is asked about the details of the settlement, they may state only that: "The matter has been resolved."
- Plaintiffs' counsel shall not discuss the resolution of this matter or the terms of this settlement with any individuals other than putative class members and the settlement administrator, including, without limitation, other attorneys who are not counsel of record in this case.
- Plaintiffs Luviano, Ruacho and Galvez will execute separate settlement agreements containing, among other standard provisions, their agreement to non-disparagement, non-rehire, confidentiality, non-admissions and a full and complete release of any and all claims they asserted or could have asserted against the Time Warner Cable Defendants through the date of signature.

- The parties agree that Plaintiffs and their counsel will seek final certification for settlement purposes only.
- The class settlement agreement shall contain complete releases of all claims that were or could have been asserted in the Luviano, Ruacho or Galvez litigation, including all claims alleged in the Luviano, Ruacho and Galvez complaints on behalf of the putative class or aggrieved employees during the class period of June 23, 2011 through the date of preliminary approval of this settlement. This release expressly includes California Labor Code Section 2803 claims.
- The payments made to putative class members will include a waiver and release stating that if the payment is accepted, the putative class member waives all claims set forth in the release provision of the class settlement, specifically including, but not limited to, any all claims under the Fair Labor Standards Act.
- This Terms Sheet is admissible and binding under Cal. Code of Civ. P. § 664.6.

This Terms Sheet does not contain every provision that will be included in the settlement papers and Settlement Agreements and other terms may be included in the final Settlement Agreements.

Plaintiffs' Counsel on Behalf of Themselves, Their Firms, Plaintiffs and the Putative Class

Alan Harris
Alan Harris, Harris & Ruble

8/28/17
Date

Salvador Ruacho

Date

Luis Luviano
Luis Luviano a/k/a Lamberto Serrano

8.29.17
Date

R. Galvez
Reynaldo Galvez

8/28/17
Date

For the TWC Defendants and Charter Communications, Inc.

Date

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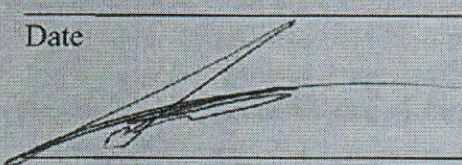
Plaintiffs' Counsel on Behalf of Themselves, Their Firms, Plaintiffs and the Putative Class

Alan Harris, Harris & Ruble

Luis Luviano a/k/a Lamberto Serrano

Date

Date



Salvador Ruacho

Reynaldo Galvez

08/29/2017

Date

Date

For the TWC Defendants and Charter Communications, Inc.

Date

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Plaintiffs' Counsel on Behalf of Themselves, Their Firms, Plaintiffs and the Putative Class

Alan Harris, Harris & Ruble

Luis Luviano a/k/a Lamberto Serrano

Date

Date



Salvador Ruacho

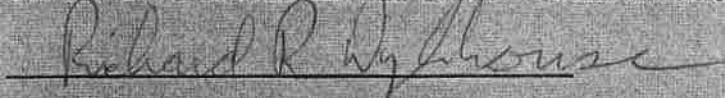
Reynaldo Galvez

08/29/2017

Date

Date

For the TWC Defendants and Charter Communications, Inc.



Date

Exhibit 3

Exhibit 4

Exhibit 5

Exhibit 6

Exhibit 7

Exhibit 8

Exhibit 9

Exhibit 10