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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Salvador Ruacho, individually, and on
behalf all others similarly situated, and L.
Luviano, individually,

Plaintiffs,

v.

Multi Cable, Inc., Mousa Golbahar, Time
Warner Cable, Inc., Time Warner Cable
Pacific West LLC, Time Warner Cable
Enterprises LLC, and Does 1 to
100, inclusive,

Defendants.

Case No. 2:15-CV-05592-AB-FFM
*Assigned for all purposes to the
Honorable André Birotte Jr.*

**HARRIS DECLARATION IN
SUPPORT OF PLAINTIFF'S
NOTICE OF UNOPPOSED MOTION
AND UNOPPOSED MOTION FOR
AN ORDER (A) GRANTING
PRELIMINARY APPROVAL OF
THE SETTLEMENTS, (B)
CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES, (C)
DIRECTING ISSUANCE OF
NOTICE TO THE CLASS, AND (D)
SCHEDULING A FINAL FAIRNESS
HEARING**

Date: March 23, 2018
Time: 10:00 a.m.
Judge: Hon. André Birotte Jr.
Courtroom: 7B

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1. I am a member in good standing of the State Bar of California and am one of the attorneys for Plaintiff Salvador Ruacho, Reynaldo Galvez and Luis Luviano (collectively, “Plaintiffs”) in the within action. I make this Declaration in support of Plaintiffs’ Motion for Preliminary approval of the class-wide settlements that have been reached in this case. A true and correct copy of the Joint Stipulations of Class Action Settlements between Plaintiffs and Defendants (“Settlement Agreement(s)”) are attached hereto as **Exhibit 1** and **Exhibit 2**.¹

2. *Plaintiffs' Claims.* Plaintiff alleges that MCI engaged him and over one hundred other cable installation technicians (“ITs”), as independent contractors. Plaintiff further avers that the ITs should have been classified and compensated as employees of MCI. Plaintiff further contends that he and other MCI ITs primarily performed manual labor associated with the installation of cable and telephone services for MCI for customers of the Time Warner Cable Defendants. (FAC ¶ 21, ECF Doc. 50.) These services included driving to an installation site, installing cable wiring, connecting the wiring to equipment such as modems, televisions, and computers, and troubleshooting and repairing the customer wiring. (*Id.*) Plaintiff contends that MCI controlled virtually every facet of the ITs’ jobs, including the uniforms they wore, the decals on their vehicles, materials they used, and the jobs they performed, including the hours during which those jobs were to be completed and the location at which the services would be provided. (*Id.*) Plaintiff asserts that ITs typically worked more than 40 hours per week and more than eight hours per day; sometimes they worked seven days per week at the direction of MCI. (*Id.*, ¶ 23.)

2

DECLARATION OF ALAN HARRIS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS-ACTION
SETTLEMENT

1 Plaintiff further claims that in performing their job duties, ITs were required to
2 purchase and maintain necessary safety equipment and tools but were not reimbursed by
3 MCI for these expenses. (FAC ¶ 33.) Moreover, ITs allegedly had to drive their own
4 vehicles 50 miles or more per day to and from work sites at their own expense. (FAC ¶
5 34.) In administering these services, Plaintiff and other ITs were not members of any
6 union, nor was their work governed by any collective bargaining agreement. (*Id.*, ¶ 53.)

7 Plaintiff alleges that MCI created uniform policies that systematically violated the
8 California Labor Code. Plaintiff alleges that this system was based on MCI's intentional
9 misclassification of ITs as independent contractors, and MCI's continued Labor Code
10 violations even after MCI classified the ITs as employees. Plaintiff further alleges that
11 MCI's uniform policies and practices allowed MCI to avoid: (a) paying any overtime; (b)
12 providing meal or rest breaks; (c) providing proper wage statements; (d) providing
13 reimbursement of ordinary employee expenses; and (e) complying with the limitations
14 imposed on employers by section 221 of the Code, requiring that employers not deduct
15 business expenses from employee's wages.

16 The original class action complaint was filed in the Superior Court of the State of
17 California for the County of Los Angeles, Central District alleging the following claims
18 individually, and on behalf of all others similarly situated: (1) failure to pay overtime; (2)
19 failure to pay minimum wage; (3) failure to provide meal periods; (4) failure to provide
20 rest periods; (5) failure to provide itemized wage statements; (6) waiting time penalties;
21 (7) failure to provide indemnification for business expenses; (8) improper deductions
22 from wages; (9) failure to pay overtime and liquidated damages under the Fair Labor
23 Standards Act ("FLSA"); (10) misclassification of employees as independent contractors;
24 (11) unfair competition; (12) Private Attorneys General Act ("PAGA"); and (13) fraud.
25 (*See* ECF Doc. No. 1-1, Ex. A ("Compl.") at 1.)

26 Defendants removed the action to this Court on July 23, 2015. (ECF Doc. No. 1
27 ("Removal").) Plaintiff filed the operative First Amended Complaint ("FAC") on
28 December 18, 2015, alleging the same thirteen causes of action as in the original

1 Complaint, but joining additional defendants, Time Warner Cable Pacific West LLC and
2 Time Warner Cable Enterprises, LLC. (See ECF Doc. 50.) The TWC Defendants and
3 MCI Defendants answered the FAC on January 8, 2016 and January 15, 2016,
4 respectively. (ECF Doc. Nos. 55, 58.) On January 21, 2016, Plaintiff filed a Notice of
5 Pendency of Other Action, advising the Court of the pendency of Ruacho v. Multi Cable
6 Inc., Los Angeles Superior Court Case No. BC602993 (“Ruacho”), which was filed on
7 December 7, 2015. (ECF Doc. No. 59.) On September 30, 2016, Reynaldo Galvez filed
8 his action, Galvez v. Multi Cable, Inc., Case No. BC635968 (“Galvez”), as a class action
9 against Defendant Multi-Cable, Inc., alleging a violation of California Labor Code §§
10 226 (collectively, the Luviano, Ruacho and Galvez lawsuits are referred to as the
11 “Litigations”).

12 On August 19, 2016, Plaintiff filed a Motion for Certification of a Class Action,
13 (Dkt. No. 78), and Motion for Order Granting Certification of a Collective Action, (Dkt.
14 No. 77). On January 3, 2017, this Court conditionally certified a Class that:

15 Includes all persons who (1) entered into a ‘Contract for Cabling Project
16 Services’ with Multi Cable, Inc., and (2) performed cable installation, repair,
17 disconnect and/or similar services in the state of California on behalf of
18 Multi Cable, Inc., Time Warner Cable Inc., Time Warner Cable Pacific West
19 LLC, and/or Time Warner Cable Enterprises LLC between June 23, 2011
20 and June 13, 2015.

21 (Jan. 3, 2017 Order [ECF Doc. 140]). The Class was conditionally certified subject to the
22 satisfactory substitution of an adequate, credible representative plaintiff. (Id. at 33-34).
23 On March 24, 2017, this Court granted Plaintiff’s motion to appoint Ruacho as class
24 representative, and ordered Plaintiff to file a Second Amended Complaint (“SAC”) for
25 the limited purpose of substituting Salvador Ruacho as class representative. (ECF Doc.
26 155.) Plaintiff filed the SAC on March 31, 2017. (ECF Doc. 158.) On August 14, 2017,
27 the TWC Defendants filed a motion for summary judgment, contending that the TWC
28 Defendants could not be vicariously liable for MCI’s purported legal violations as a

1 matter of law. (ECF Doc. 175)

2 3. *Mediation and the Subsequent Execution of the Settlement Agreement.*
3 After engaging in significant litigation efforts, including production and review of
4 voluminous documents and other discovery, as well as analysis of a sample of data
5 produced by the MCI Defendants, on July 15, 2016, the parties participated in a formal
6 mediation.

7 4. The sharing of information and data together with comprehensive settlement
8 discussions facilitated by experienced wage and hour mediator Mark Rudy, Esq.,
9 concerning the legal strategies and likelihood of each party prevailing enabled the Parties
10 to fully analyze the issues in the case and eventually reach the instant Settlements.
11 Importantly, the Parties engaged in a full-day mediation on July 15, 2016, during which
12 they each aggressively advocated for their respective positions before finally deciding to
13 end the day's discussions for the time being and resume them at a later date, all with the
14 continued assistance and direction of Mark Rudy, a highly experienced mediator of wage
15 and hour class actions.² Indeed, the settlements were reached only after the Parties
16 engaged in exhaustive settlement discussions over the course of months (and further
17 discussions involving Mr. Rudy over the next few months).

18 *The Settlement Agreements*

19 6. *The Allocation of Payments to the Class.* If approved by the Court, the non-
20 reversionary MCI Settlement will provide for a gross settlement payment of \$450,000 for
21 approximately 290 IT's, an average gross settlement amount of just over \$1,550, each.
22 This gross settlement amount includes payments made to the Settlement Class, payments
23 to the Labor and Workforce Development Agency ("LWDA") on Plaintiffs' PAGA
24 claims, settlement administration costs, awards of attorneys' fees and costs, and a service
25 award to each Plaintiff as set forth below. The Net Settlement Amount to be paid to
26 Class Members from the MCI Settlement, following Court-approved deductions, is

27 _____
28 ² <http://www.rezlaw.com/Our-Attorneys/Mark-S-Rudy.shtml> (accessed January 14, 2018).

estimated at \$252,000.00, calculated as follows:

- \$450,000 Settlement Amount
- 35,000 (Estimated Litigation Costs)
- 5,000 (Estimated Service Award Payment)
- 126,000 (Estimated Attorneys' Fees)
- 10,000 (Payment of PAGA Penalties to LWDA)
- 22,000 (Estimated Settlement Administration Fees)
- \$252,000 Estimated Net Settlement Amount payable to Settlement Class.

Each MCI Class Member will receive a pro rata share of the Net Settlement Amount based on the number of weeks in which the MCI Class Member performed work for MCI in California during the Class Period. For purposes of the MCI Settlement, partial weeks worked will be counted as full weeks of work. Workweeks shall include only those workweeks for which MCI's records reflect that a Class Member received pay for actual work performed for TWC or Charter customers (*e.g.*, a Class Member who was on leave for an entire workweek does not receive "pay for work performed" during that week, regardless of whether the leave is paid). It shall be presumed that each Class Member for whom such records are not available received pay for work performed during 90% of the weeks during the period during which the Class Member worked for MCI.

If approved by the Court, the TWC Settlement will provide for a gross settlement payment of \$1,350,000 for approximately 290 IT's, an amount that will be funded from MCI monies the TWC Defendants withheld from MCI pursuant to MCI's indemnification obligations to TWC and Charter. This equals a gross settlement amount averaging just over \$4,650 each for each class member. This gross settlement amount includes payments made to the Settlement Class, payments to the LWDA on Plaintiffs' PAGA claims, awards of attorneys' fees and costs, and a service award to each Plaintiff

as set forth below. The settlement is non-reversionary. The Net Settlement Amount to be paid to the Settlement Class Members from this settlement, following Court-approved deductions, is estimated at \$825,000.00, calculated as follows:

- \$1,350,000 Settlement Amount
- 50,000 (Estimated Litigation Costs)
- 15,000 (Estimated Service Award Payments)
- 450,000 (Estimated Attorneys' Fees)
- 10,000 (Payment to LWDA)
- \$825,000 (Estimated Net Settlement Amount payable to Settlement Class)

Each Settlement Class Member will receive a pro rata share of the Net Settlement Amount based on the number of weeks in which he or she performed work for MCI in California during the Class Period. For purposes of the Settlement, partial weeks worked will be counted as full weeks of work. Workweeks shall include only those workweeks for which MCI's records reflect that a Settlement Class Member received pay for actual work performed for MCI at the homes of TWC or Charter customers (*e.g.*, a Class Member who was on leave for an entire workweek does not receive "pay for work performed" during that week, regardless of whether the leave is paid). It shall be presumed that each Class Member for whom such records are not available received pay for work performed during 90% of the weeks during the period during which the Class Member worked for MCI.

7. There are approximately 290 Class Members. Assuming that the Court approves all contemplated deductions, approximately \$1,077,000 will remain for distribution to the Settlement Class. Settlement Class Members who submit claim forms will receive Settlement Awards from the fund. Participating Class Members will receive an average net distribution of more than \$3,713, less employee taxes for the settlement

1 share of the MCI settlement that is devoted to wages.³ The net distribution represents a
2 recovery of a substantial percent of the Class Members' actual lost wages. The lost wage
3 claims derive primarily from the defense failure to provide proper meal and rest breaks.
4 The typical hourly wage was but \$15, so a class member who recovers \$3,713 will be
5 paid for a total of five and a half weeks of unpaid work. From another perspective, the
6 payment would represent compensation for 247 missed, tardy or truncated meal and rest
7 breaks. When analyzing the strengths and vulnerabilities of the Class' claims along-side
8 Defendants' potential liability exposure, I have concluded that the result is reasonable
9 and fair for the employees and request that the Court grant preliminary approval of the
10 Settlements.

11 8. Every participating Class Member will receive a substantial payment in
12 relation to his or her losses. The plan of allocation was negotiated in such a way as to
13 fairly allocate the recovery among Class Members in accordance with Plaintiffs' theories
14 of potential damages as well as the relative strengths and weaknesses of the claims, with
15 the qualification that penalties and civil penalties may be substantially discounted when
16 evaluating the proposed distribution of a settlement fund. Rodriguez v. West Publ'g
17 Corp., 563 F.3d 948, 964 (9th Cir. 2009).

18 9. *Plaintiff's Enhancement Award.* Under the terms of the Settlement
19 Agreement, Class Counsel may apply for Enhancement Awards to the Plaintiffs not to
20 exceed \$5,000 each for their efforts in bringing and prosecuting this case. Here, all of the
21 factors support approving the awards. First, as a direct result of this suit, participating
22 Settlement Class Members will receive substantial payments. Second, Plaintiffs have
23 expended considerable time conferring with Class Counsel and their investigators,
24 providing factual background and support, and analyzing data provided by Defendants.
25 See generally, Declarations of Salvador Ruacho, Reynaldo Galvez and Luis Luviano,
26 filed herewith, outlining the extensive services they provided, including full-day

27 ³ The total proposed Net Settlement Amount payable to the Class Members is
28 approximately \$1,077,000 (\$252,000 + \$825,000). Therefore, the net average payment to
each Class Member would be \$3,713. ($\$1,077,000/290=\$3,713$). Harris Decl., ¶10.

1 depositions of Messrs. Ruacho, Galvez and Luviano. Notably, Plaintiffs, both before and
2 during the mediation in San Francisco, substantially conferred with Class Counsel and
3 participated in the months-long settlement process. Plaintiffs “undertook the financial
4 risk that, in the event of a judgment in favor of [Defendants] in this action, [they] could
5 have been personally responsible for any costs awarded in favor of [Defendants].”
6 Vasquez v. Coast Valley Roofing, Inc., 266 F.R.D. 482, 491 (E.D. Cal. 2010). Indeed,
7 enhancement awards are particularly appropriate in employment class actions, where they
8 help to alleviate the “stigma upon future employment opportunities for having initiated an
9 action against a former employer.” Campbell v. First Investors Corp., 2012 WL
10 5373423, at *8 (S.D. Cal. filed Oct. 29, 2012).

11 10. Plaintiffs have submitted a request for Enhancement Awards and request
12 that they be approved. Plaintiffs understand that the approval of the proposed resolution
13 of the class claims is not contingent on their receipt of any Enhancement Award and that
14 they may not receive one, at all.

15 11. *Class Counsel’s Fee And Expense Award.* Pursuant to Ninth Circuit
16 precedent and the Settlement Agreement, Class Counsel has applied for 32 % of the Total
17 Maximum Settlement Amount in fees – *i.e.*, \$576,000 – and seek reimbursement of
18 incurred litigation expenses in an amount not to exceed \$85,000. To the best of my
19 knowledge, my firm has no conflict of interest with Plaintiff or any Class Members, and I
20 believe that my firm has, thus far, fairly and adequately represented the interests of the
21 Class. To date, my firm has advanced all costs incurred in this case. Similarly, the
22 required legal services have been provided on a contingent-fee basis.

23 12. *Settlement Administrator Fee.* The Settlement Agreement calls for the
24 appointment of a Settlement Administrator for purposes of, *inter alia*, notifying the Class
25 of the Class Settlement, overseeing the claims-submission process, calculating each Class
26 Member’s Settlement Award, and making all the payments under the Settlement
27 Agreement. The costs of administration are estimated at \$22,000. The Administration
28 Costs associated with this process will be deducted from the Total Maximum Settlement

1 Amount. The Court has previously approved CPT Group as the Claims Administrator.
2 [ECF Doc. 170]

3 13. *Notice to the Class.* The Settlement Agreement calls for the appointment of a
4 Claims Administrator to deliver a Class Notice and Claim Form to each Class Member.
5 The Parties met and conferred regarding a joint recommendation for appointment of a
6 Claims Administrator in this matter. As part of this process, bids were sought, received
7 and reviewed from five established providers of the required services. The parties
8 jointly recommended that this Court appoint CPT Group as the Claims Administrator.

9 14. The Parties' Notice packet is attached as Exhibit 1 to the TWC Settlement.
10 The Notice includes all of the information required by Federal Rule of Civil Procedure 23
11 and due process. Specifically, the Notice describes the nature of the Action, the
12 definition of the Class, and Plaintiffs' claims; explains that Class Members may enter an
13 appearance through an attorney and that the Court will exclude those Members requesting
14 exclusion; and specifies the time requirements and manner of requesting exclusion, as
15 well as the binding effect of a class-wide judgment. The Notice further explains that
16 Class Members may object and provides the time and place of the Final Approval
17 Hearing; prominently displays the address and telephone number of Class Counsel and
18 the procedure for making inquiries; and provides information regarding the contemplated
19 deductions from the Gross Settlement Amount. (*Id.*) In addition, the Class Notice
20 describes the procedures for allocating the Net Settlement Sum to Participating Class
21 Members. Class Members will also be permitted to file objections within the forty-five-
22 day period after the date of the initial mailing. (Ex. 1, ¶ 24).

23 15. *Release Provisions and Opting Out.* If the Court grants final approval of the
24 Class Settlement Agreement, in exchange for the consideration described above, the
25 released claims are not overly broad, consistent with the Court's direction. The claims
26 released by the TWC Settlement are:

27 Upon the Effective Date, and except as to such rights or claims as may be
28 created by this Agreement, the Settlement Class and each Settlement Class

1 Member who has been identified on the Class List submitted to the
2 Settlement Administrator, without the need to manually sign a release
3 document, shall in exchange for the consideration recited in this Stipulation
4 and Agreement, on behalf of himself or herself and on behalf of his or her
5 current, former, and future heirs, executors, administrators, attorneys,
6 representatives, agents, and assigns, fully release and discharge the TWC
7 Defendants, Charter Communications, Inc., Charter Communications, LLC,
8 and their past, present and future members, directors, officers, employees,
9 agents, servants, registered representatives, administrators, predecessors,
10 successors subsidiaries and affiliates, fiduciaries, trustees, assigns, attorneys,
11 and agents (collectively hereinafter the “Releasees”) from any and all
12 claims, causes of action, damages, liabilities, debts, penalties, obligations,
13 and demands, including, but not limited to, any and all claims for attorneys’
14 fees, costs, interest, and statutory and civil penalties that were, or which
15 could have been, asserted in the Litigations. This includes, but is not limited
16 to, any claims arising under the Fair Labor Standards Act, the California
17 Labor Code, applicable California Industrial Welfare Commission Wage
18 Orders, the California Business and Professions Code, the Private Attorney
19 General Act, and claims that were, or could have been based on the facts
20 alleged in the Litigation, asserted in the Litigation, or which arose during the
21 Class Period (“Released Class Claims”). With respect to the release of
22 claims under the Fair Labor Standards Act, such claims shall be released
23 only if the Settlement Class Member deposits, cashes, or otherwise accepts
24 payment under the Settlement, at which point such Settlement Class
25 Members shall be conclusively deemed to have opted in to the *Luviano*
26 litigation pursuant to 29 U.S.C. § 216(b). The Settlement Administrator
27 shall provide Class Counsel and the TWC Defendants’ Counsel with
28 monthly reports for a period of six months after the mailing of the

1 Settlement Payments identifying those class members who have deposited,
2 cashed, or otherwise accepted payment. Upon receipt of such reports, Class
3 Counsel shall file with the Court a list of those individuals who have
4 accepted the Settlement Payments and are deemed to have opted in to the
5 *Luviano* Litigation pursuant to 29 U.S.C. § 216(b).

6 In addition to the above-released claims, the TWC Settlement also calls for complete
7 releases of all claims that were or could have been asserted in the *Luviano*, *Ruacho* or
8 *Galvez* Litigations, including all claims alleged in the *Luviano*, *Ruacho* and *Galvez*
9 complaints on behalf of the putative class or aggrieved employees during the class period
10 of June 23, 2011 through the date of preliminary approval of this settlement. This release
11 expressly includes California Labor Code Section 2810.3 claims. (Ex. 2, ¶ 50). The
12 claims released by the MCI Settlement are articulated.

13 The claims released by the class are any claims, including:

14 [D]ebts, liabilities, demands, obligations, guarantees, costs, expenses,
15 attorneys' fees, damages, action or causes of action arising from or related
16 to this case under any federal, state or local law or administrative order
17 that were or which could have been plead based on the facts alleged in the
18 operative class action and PAGA complaints filed in the *Luviano*, *Ruacho*
19 and *Galvez* Cases, whether known or unknown, including all claims under
20 state and federal law relating to payment of compensation, failure to
21 provide meal periods, failure to pay wages, failure to timely pay wages
22 due at termination, failure to reimburse for necessary business
23 expenditures, violation of Business and Professions Code § 17200 et. seq.,
24 violation of any IWC Wage Order, any other claims under state, federal or
25 local law arising out of or related to the allegations contained in the
26 Complaints filed in the Staffing Systems Wage and Hour Cases, punitive
27 and/or liquidated damages, related penalties, including but not limited to
28 claims under the Fair Labor Standards Act; California Labor Code
sections 203, 223, 226, 226.7, 510, 512, 1194, 1198 and 2699, and

1 interest, attorneys' fees, and costs, and any other related claims and/or
2 penalties of any nature whatsoever, for the Class Period. By cashing this
3 settlement check, you affirmatively opt in to the settlement in *L. Luviano*
4 *v. Multi Cable, Inc., et al.*, now pending in the United States District
5 Court for the Central District of California, Case No. 2:15-CV-05592-
6 BRO-FM, and release the MCI Defendants from all claims and/or causes
7 of that were or which could have been plead based on the facts alleged in
8 the *Luviano*, *Ruacho* and *Galvez* Cases, or any of them, whether under
9 federal, state or local law including but not limited to the FLSA, 29
10 U.S.C. § 201, et seq.” The claims to be released by the Settlement Class
11 Members include all claims and/or causes of action against Defendants
12 that were plead based on the facts alleged in the Action’s FAC, whether
13 under federal, state or local law including but not limited to the FLSA, 29
14 U.S.C. § 201, et seq.; California Labor Code sections 200, 201, 202, 203,
15 218.5, 226, 226.7, 510, 512, 1182.8, 1194, 2802, and any applicable
16 administrative orders, whether known or unknown. The release includes
17 Plaintiff’s claims for failure to pay minimum wage, failure to pay
18 overtime wages, failure to provide meal periods and rest breaks, failure to
19 provide accurate wage statements, failure to reimburse business expenses,
20 failure to pay all wages at time of termination, as well as related claims
21 for restitution and other equitable relief under the Business and
22 Professions Code section 17200, claims under the Private Attorney
23 General Act (PAGA), and all claims for liquidated damages, waiting-time
24 penalties, any other related claims and/or penalties related to the claims
25 alleged in the operative *Luviano*, *Ruacho* and *Galvez* complaints
26 (“Released Claims”) . . .

27 (Harris Decl., Ex. 1, MCI Settlement Agreement, ¶ 23.) The scope of these releases is
28 proper. See *Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir. 2010) (“A settlement
agreement may preclude a party from bringing a related claim in the future ‘even though

1 the claim was not presented and might have been presentable in the class action,’ but only
2 where the released claim is ‘based on the identical factual predicate as that underlying the
3 claims settled in the class action.’”) (quoting Williams v. Boeing Co., 517 F.3d 1120,
4 1133 (9th Cir. 2008)). Of course, if a Class Member excludes themselves from the
5 Settlement (i.e. opts-out) pursuant to the procedures outlined in the Class Notice, then he
6 or she will not release any claims that he or she may have against Defendants.

7 *Class Counsel’s Opinion on the Reasonableness of the Class Settlement Agreement.*

8 16. *Experience.* I have been and am licensed as an attorney, first in Illinois
9 (1974) and later in California (1989). I am a graduate of the University of Illinois (A.B.
10 1970, J.D. 1974). After graduation from law school in January 1974, I was hired as a
11 litigation associate at a plaintiffs’ antitrust boutique in Chicago, Illinois: Freeman,
12 Freeman & Salzman, P.C. I became a partner in that firm in 1980, and I started my own
13 practice in 1982.⁴ I speak before professional organizations on topics of interest to the
14 Bar, and I have represented plaintiffs in complex business litigation for some forty-four
15 years. See e.g., Illinois v. Ill. Brick Co., Inc., 431 U.S. 720 (1977); In re My Left Hook,
16 LLC, 129 Fed. Appx. 352 (9th Cir. 2005); Gregory v. SCIE, LLC, 317 F.3d 1050 (9th Cir.
17 2003); In re Blue Coal Corp., 986 F.2d 687 (3d Cir. 1993); In re Blue Coal Corp., 206
18 B.R. 730 (M.D. Pa. 1997); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp. 671, 689 (M.D.
19 Pa. 1984), aff’d in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct.
20 Realty Corp. 803 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v.
21 U.S. 483 U.S. 1005 (1987); In re Uranium Antitrust Litig., 503 F. Supp. 33 (N.D. Ill.
22 1981); In re Grand Jury, 469 F. Supp. 666 (M.D. Pa. 1980); In re Anthracite Coal
23 Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979), In re Folding Carton Antitrust Litig., 83

24 ⁴ Of my still-living partners in Freeman, Freeman & Salzman, a firm that dissolved in
25 2007, each has assumed a senior role in a leading national law firm. Lee Freeman, Jr. was
26 a partner and chair of the Antitrust Litigation Practice Group at Jenner & Block from
27 2007 to June 2011. Jerrold Salzman is of counsel at Skadden, Arps, Slate, Meagher &
28 Flom LLP. Tyrone Fahner, formerly an Attorney General of the State of Illinois, is a
partner at Mayer Brown, having served as its co-chair from 1998 to 2001 and its chair
from 2001 to 2007.

1 F.R.D. 251 (N.D. Ill. 1978); In re Anthracite Coal Antitrust Litig., 78 F.R.D. 709 (M.D.
2 Pa. 1978); In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn.
3 1977) (six-week jury trial for plaintiffs); A. Cherney Disposal Co. v. Chicago &
4 Suburban Refuse Disposal Corp., 68 F.R.D. 383 (N.D. Ill. 1975); In re Cement-Concrete
5 Block, Chicago Area, Grand Jury Proceedings, 381 F. Supp. 1108 (N.D. Ill. 1974);
6 Parmet v. Lapin, 2004 Cal. App. Unpub. LEXIS 5217 (June 1, 2004). I have participated
7 in class-action jury and bench trials on behalf of plaintiffs and, once, a class-action bench
8 trial for a defendant, Allstate Insurance Company. I have represented employees in
9 numerous disputes concerning their receipt of wages, both before the California Division
10 of Labor Standards Enforcement and before state and federal courts. See, e.g., Jacobs v.
11 CSAA Inter Ins. Bureau, 2009 U.S. Dist. LEXIS 37153 (N.D. Cal. filed May 1, 2009);
12 Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal. 2008)
13 (wage-and-hour collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw
14 2020514 (N.D. Cal. 2008) (wage-and-hour collective action); Gonzalez v. Preferred
15 Freezer Servs. LBF, LLC, 2012 U.S. Dist. LEXIS 93013 (C.D. Cal. filed July 5, 2012)
16 (successful opposition to a defense motion to compel arbitration in a putative wage-and-
17 hour class action); Gonzalez v. Preferred Freezer Servs. LBF, LLC, 2012 U.S. Dist.
18 LEXIS 139764 (C.D. Cal. filed Sept. 27, 2012) (successful motion to correct improper
19 defense contact of class members in a putative wage-and-hour class action); Covillo v.
20 Specialty's Café, 2012 U.S. Dist. LEXIS 114602 (N.D. Cal. filed Aug. 14, 2012)
21 (successful opposition to a defense motion to compel arbitration in a putative wage-and-
22 hour class action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS 78412 (N.D. Cal.
23 filed Oct. 11, 2007); Hoffman v. Uncle P Prods., 2008 Cal. App. Unpub. LEXIS 3609;
24 Bithell v. E.P. Mgmt. Servs., LP, 2007 WL 4216854 (Cal. Ct. App. 2007) (sustaining a
25 class-wide settlement as fair and reasonable, and finding that class counsel adequately
26 represented the class); DuPont v. Avalon Hollywood Servs., Inc., 2007 WL 93386 (Cal.
27 App. 2007); Gregory v. Superior Court, 2004 WL 2786357 (Cal. Ct. App. 2004). In
28 addition, I have been appointed lead class counsel in many wage-and-hour class actions.

1 See, e.g., Kang v. Albertson's, Inc., C.D. Cal. Case No. CV 07-00894 CAS (\$6,637,500
2 settlement); Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009 EDL
3 (\$4,500,000 settlement); Doty v. Costco Wholesale Corp., C.D. Cal. Case No. CV 05-
4 3241 FMC (\$7,500,000 settlement); Agatep v. Exxon Mobil Corp., C.D. Cal. Case No.
5 CV 05-2342 GAF (\$1,500,000 settlement); Alfano v. Int'l Coffee & Tea, LLC, C.D. Cal.
6 Case No. CV 04-8996 SVW; Jenne v. On Stage Audio Corp., C.D. Cal. Case No. CV 04-
7 2045 CAS; Hansen v. Advanced Tech Sec. Servs., Inc., Los Angeles Sup. Ct. Case No
8 BC 367175 (\$1,050,000 settlement); Ross v. Human Res., Inc., Los Angeles Sup. Ct.
9 Case No. BC 351506; Harrington v. Manpay, LLC, Los Angeles Sup. Ct. Case No. BC
10 312171 (\$1,000,000 settlement); Brackett v. Saatchi & Saatchi, Los Angeles Sup. Ct.
11 Case No. BC 298728; Readmond v. Straw Dogs, Inc., Los Angeles Sup. Ct. Case No. BC
12 257394; Greenberg v. EP Mgmt. Servs., LP, Los Angeles Sup. Ct. Case No. BC 237787
13 (\$5,348,000 settlement); Angel Paws, Inc. v. Avalon Payroll Servs., Inc., Los Angeles
14 Superior Court Case No. BC 188982 (\$450,000 settlement); Saunders v. Metro Image
15 Group, San Diego Sup. Ct. Case No. GIC 809753; Stratford v. Citicorp West FSB,
16 Monterey Sup. Ct. Case No. M 81026 (\$950,000 settlement); Deckard v. Banco Popular
17 N. Am., related to Silva v. Banco Popular N. Am., C.D. Cal. Case No. CV 08-6709 JFW
18 (\$1,050,000 settlement); Gonzalez v. Preferred Freezer Servs. LBF, LLC, 2013 U.S. Dist.
19 LEXIS 109930 (C.D. Cal. filed July 29, 2013) (\$834,474 settlement); McDonald v.
20 Airport Terminal Servs., Inc., C.D. Cal. Case No. EDCV 11-1946 VAP (\$250,000
21 settlement); Chookey v. Sears, Roebuck and Co., C.D. Cal. Case No. 12-CV-2491-GW
22 (\$3.2 million settlement); Taylor v. West Marine Products, Inc., N.D. Cal. Case No. 13-
23 CV-4916-WHA; Brumfield v. Belmont Village, LP, C.D. Cal. Case No. 13-CV-07445-
24 BRO (\$459,312 settlement); Wigersma v. Motion Theory, Inc., Los Angeles Sup. Ct.
25 Case No. BC 531180 (\$1,000,000 settlement); Castillo v. ADT, E.D. Cal. Case No. 2:15-
26 cv-00383-WBS-DAD (\$1,060,000 settlement). Like the present case, the majority of
27 the foregoing cases were prosecuted on a contingent-fee basis.

28 17. Priya Mohan is a *magna cum laude* graduate of the University of Michigan

(B.A., 2000), USC Gould School of Law (J.D., 2003), and the UCLA Luskin School of Public Affairs (M.P.P. 2010). She became a member of the California bar in 2003. Ms. Mohan has worked with me in a number of labor-law disputes at Harris & Ruble. E.g. Clarke v. Indelible Media Corp., C.D. Cal. Case No. CV10-6230; Lobato v. Abbott Cardiovascular Systems, Inc., Santa Clara Sup. Ct. Case No. 1-10-CV-175637; Matheny v. CA Payroll, Inc., C.D. Cal. Case No. 2:11-CV-02522; Chorley v. Palm Productions, Los Angeles Sup. Ct. Case No. BC465045; Popko v. Van Acker Construction Associates, Inc., N.D. Cal. Case No. CV114034; Rentoria v. Omnicare, Los Angeles Sup. Ct. Case No. BC405988; Pena v. Downey, Los Angeles Sup. Ct. Case No. BC447731; Seielstad v. Aegis Senior Communities, LLC, N.D. Cal. Case No. 09-01797; Covillo v. Specialty's Café and Bakery, Inc., N.D. Cal. Case No. 11-CV-00594-DMR; Johnson v. Sky Chefs, Inc., N.D. Cal. Case No. 11-CV- 05619-LHK. Ms. Mohan has also worked with me on class-action matters and has been appointed class counsel in connection therewith, e.g. Lobato v. Abbott Cardiovascular Systems, Inc., Santa Clara Sup. Ct. Case No. 1-10-CV-175637; Rentoria v. Omnicare, Los Angeles Sup. Ct. Case No. BC405988; Covillo v. Specialty's Café and Bakery, Inc., N.D. Cal. Case No.11-CV-00594-DMR; Johnson v. Sky Chefs, Inc., N.D. Cal. Case No. 11-CV- 05619-LHK; Chookey v. Sears Roebuck and Co., C.D. Cal. Case No.12-CV-2491-GW; Taylor v. West Marine Products, Inc., N.D. Cal. Case No. 13-CV-4916-WHA, Brumfield v. Belmont Village, LP, C.D. Cal. Case No. 13-CV-07445-BRO and Castillo v. ADT, E.D. Cal. Case No. 2:15-cv-00383-WBS-DAD.

18. David Garrett is a senior associate at Harris & Ruble. Mr. Garrett is a cum laude graduate of Southern Methodist University (B.A., Finance, 1990) and the UCLA School of Law (J.D., 1992). He became a member of the California bar in 1992. Mr. Garrett has worked with me on numerous class-action matters, E.g., Sherman v. CLP Resources, Inc., Central District of California Case No. Case No. CV 12-8080 GW (PLAx) *consolidated with* Case No. CV 12-8080 GW (PLAx); Chookey v. Sears, Central District of California Case No. CV 12-2491-GW (MRWx); Denhardt v. 2 Market Media, Los Angeles Superior Court Case No. BC 539428; Irrgang v. BHC Films, Inc., Los

1 Angeles Superior Court Case No. BC543984; Nall v. Diamond Supply, Los Angeles
2 Superior Court Case No. BC527457. He has represented employees in numerous labor-
3 law disputes while at Harris & Ruble. E.g., Sandling v. Seraphim Films, Inc., Los
4 Angeles Superior Court Case No. BC 237787; Graham v. Triumphant Films, Inc., Los
5 Angeles Superior Court Case No. BC 539767; Wong v. Weatherford, Alameda Superior
6 Court Case No. RG 12626790; Alvarenga v. Andrew J. Lewin Medical Corp., Los
7 Angeles Superior Court Case No. BC529803.

8 19. In light of the estimated payments noted above, I have concluded that the
9 Settlement Agreement represents a fair, reasonable, and adequate resolution of this case.
10 As explained in the concurrently filed Memorandum of points and authorities, there is a
11 risk that Plaintiff's claims may fail, whether at trial or on appeal. The \$1,800,000 non-
12 reversionary settlement pays each class member a reasonable percentage of their
13 theoretically lost wages for the period at issue. Moreover, as also explained in the
14 concurrently filed Memorandum, recent authority holds that statutory damages and civil
15 penalties predicated on the same underlying alleged wrong cannot be "stacked" on top of
16 one another. Accordingly, at the conclusion of a successful trial, Plaintiffs may only end
17 up recovering the underlying damages and civil penalties associated with the failure to
18 pay proper overtime, not the associated statutory damages and civil penalties for
19 derivative wage-statement violations.

20 20. Both while negotiating and before executing the Settlement Agreement, I
21 reviewed the terms in detail with Plaintiffs. Plaintiffs have indicated to me that they
22 consider the Class Settlement Agreements to represent a fair, reasonable and adequate
23 resolution of this case.

24 I have read the foregoing, and the facts set forth therein are true and correct of my
25 own personal knowledge. Executed this 19th day of January, 2018, in the County of Los
26 Angeles, State of California.

27 /s/ Alan Harris

28 Alan Harris

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,*
28

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
28

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.

27
28

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*.

28

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**

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
28

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

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
655 North Central Ave. 17th FL.
Glendale, CA 91203

19 To the MCI Defendants:

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

CONSTRUCTION

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

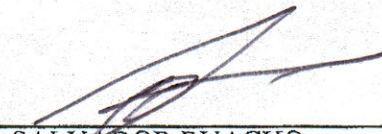
17 92. Any disputes concerning enforcement of the settlement or administration of the
18 Agreement (including those concerning the period of time a claimant worked in a Covered Position)
19 may be resolved by the Court; however, any such disputes not resolved by the Court will be
20 resolved by arbitration. 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

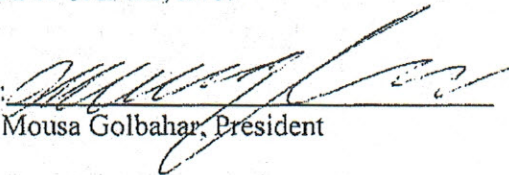
1 appeal is dismissed or withdrawn and the calendar day on which any appeal is decided upholding
2 validity of settlement.

3
4 DATED: August 2, 2017


SALVADOR RUACHO
Plaintiff and Class Representative

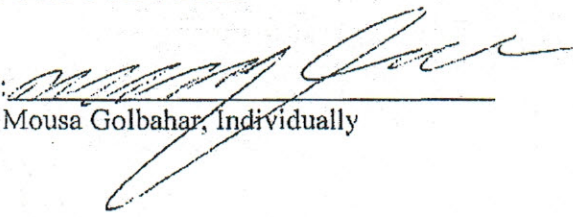
6
7 DATED: July 17, 2017

MULTI CABLE, INC.

8
9 By: 
Mousa Golbahar, President

10 DATED: July 17, 2017

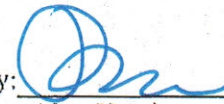
MOUSA GOLBAHAR

11
12 By: 
Mousa Golbahar, Individually

13
14 Approved as to form:

15
16 DATED: August 1, 2017

HARRIS & RUBLE

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

19
20
21 DATED: July 26, 2017

JACKSON LEWIS P.C.

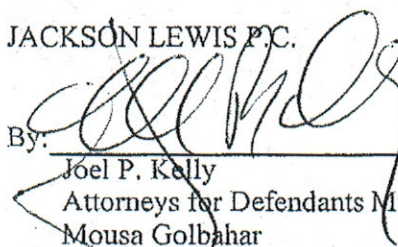
22
23 By: 
Joel P. Kelly
Attorneys for Defendants Multi Cable, Inc. and
Mousa Golbahar

Exhibit 2

Donald R. Pepperman (SBN 109809)
Blecher, Collins, & Pepperman
25541 Prado De Las Flores
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Facsimile: 888.710.0039

Attorneys for Plaintiffs

Captioned continued

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Salvador Ruacho, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

Multi Cable, Inc., Mousa Golbahar,
Time Warner Cable Inc., Time Warner
Cable Pacific West LLC, Time Warner
Cable Enterprises LLC, and Does 1 to
100, inclusive,

Defendants.

CASE NO. 2:15-cv-05592 AB(FFMx)

Hon. Andre Birotte Jr.

**JOINT STIPULATION OF CLASS
SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF AND THE
TWC DEFENDANTS**

1 Nathan D. Chapman (*pro hac vice*)
2 Joseph W. Ozmer II (*pro hac vice*)
3 Kabat Chapman & Ozmer LLP
4 171 17th Street NW
Suite 1550
Atlanta, GA 30363
Telephone: 404.400.7300

5 Scott Carr (SBN 136706)
6 Kabat Chapman & Ozmer LLP
7 515 S. Flower Street, 36th Floor
Los Angeles, California 90071
Telephone: (213) 493-3980

8 *Attorneys for Defendants Time Warner Cable Inc., Time Warner Cable Pacific*
9 *West LLC and Time Warner Cable Enterprises LLC*

1 This Joint Stipulation of Class Settlement and Release Between Plaintiffs
2 and the TWC Defendants (hereinafter “Stipulation of Settlement” or “Agreement”)
3 is made and entered into by and between Plaintiffs Luis Luviano, Salvador
4 Ruacho, and Reynaldo Galvez (collectively, “Plaintiffs”), individually and on
5 behalf of the alleged class, and Defendants TIME WARNER CABLE INC., TIME
6 WARNER CABLE PACIFIC WEST LLC, and TIME WARNER CABLE
7 ENTERPRISES LLC (collectively, “TWC Defendants”), in settlement of the
8 Litigations, as defined below. Plaintiffs and the TWC Defendants are collectively
9 referred to herein as “the Parties.” It is expressly understood and agreed that
10 Defendants Multi Cable Inc., ("MCI") and Mousa Golbahar are not parties to this
11 Agreement, and this Settlement shall not impact the rights of Plaintiffs, the Class
12 Members, or the MCI Defendants vis-a-vis one another in the Litigations.

13 Subject to the approval of the Court, the Parties agree as follows:

14 **I. DEFINITIONS**

15 In addition to the other terms defined elsewhere in this Agreement, the terms
16 below have the following meanings:

17 1. “Class Counsel” means Alan Harris and David Garrett of Harris &
18 Ruble, and Daniel Forouzan of Forouzan Law. Class Counsel are authorized by
19 Plaintiffs and all Opt-In Plaintiffs to take on their behalf all appropriate action
20 required or permitted to be taken by Plaintiffs pursuant to this Stipulation of
21 Settlement to effectuate its terms.

22 2. “Class Counsel Fees and Expenses Payment” means the total amount
23 of attorneys’ fees, litigation costs, and expenses awarded to Class Counsel by the
24 Court to compensate them for their representation of the Classes in this Litigation,
25 including their pre-filing investigation, their filing of the Litigation, all related
26 Litigation activities, this Settlement, and all post-Settlement compliance
27 procedures.

1 3. “Class Members” and “Settlement Class” means all individuals who
2 worked for MCI performing cable installation, repair, disconnect and/or similar
3 services for customers of the TWC Defendants in the State of California on behalf
4 of MCI, at any time from June 23, 2011, through the date of preliminary approval.

5 4. “Class Period” means the period of time from June 23, 2011 through
6 the date of preliminary approval of this settlement.

7 5. “Service Award Payments” mean the service award payments made to
8 Plaintiff Salvador Ruacho, Luis Luviano and Reynaldo Galvez in their individual
9 capacities.

10 6. “Court” means the United States District Court, Central District of
11 California.

12 7. “Effective Date” means the date by which all of the following have
13 occurred:

14 a. All Parties, Class Counsel and TWC Defendant’s Counsel have
15 executed this Agreement;

16 b. The Court has finally approved the settlement and entered
17 Judgment thereon;

18 c. The Court issues an order dismissing the Litigation with prejudice;
19 and

20 d. The Judgment has become Final.

21 8. “Final” means that the settlement has been finally approved by the
22 Court without material modification and either (i) the applicable date for seeking
23 appellate review of the Court’s final approval of the Settlement has passed without
24 a timely appeal or request for review having been made; or (ii) if an appeal, review
25 or writ is sought from the final judgment, the day after the judgment is affirmed or
26 the appeal, review or writ is dismissed or denied, and the judgment is no longer
27 subject to further judicial review.

9. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Settlement.

10. “Judgment” means the judgment entered by the Court at the time it grants final approval of this Settlement.

11. “Settlement Amount” means One Million, Three Hundred and Fifty Thousand Dollars (\$1,350,000.00). The funds that will be used to pay the Settlement Amount are monies that the TWC Defendants properly withheld from MCI pursuant to MCI’s contractual indemnification obligations to the TWC Defendants set forth in the Field Installation Services Agreement and the Master Contractor Agreement by and between MCI and the TWC Defendants. This indemnification obligation includes MCI’s obligation to pay the entire cost of this settlement as well as all of the TWC Defendants’ attorneys’ fees and costs incurred defending against the Litigations, all of which are based on MCI’s alleged violations of California law. The Settlement Amount is inclusive of all payments to Class Members, the Class Counsel Fees and Expenses Payment, the Service Award Payments, the Settlement Administration Fees, and the California Labor & Workforce Development Agency (“LWDA”) Payment defined in Paragraph 38(c).

12. “Net Settlement Amount” means the total amount to be paid to Class Members under the formula set forth in Paragraph 38(e).

13. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change.

14. “Settlement Administration Fees” means any fees owed to the Settlement Administrator in connection with administering the class settlement in this Action.

1 and is pending before the Hon. Andre Birotte Jr., Case No. 2:15-CV-05592
2 AB(FFMx).

3 20. On December 18, 2015, Class Counsel filed a First Amended
4 Complaint ("FAC") styled as "*L. Luviano v. Multi Cable, Inc., Mousa Golbahar,*
5 *Time Warner Cable, Inc., Time Warner Cable Pacific West LLC, Time Warner*
6 *Cable Enterprises LLC, and Does 1 to 100, inclusive.*" The FAC alleges that
7 individuals performing cable installations, repairs and similar services for MCI in
8 California were misclassified as independent contractors by MCI and MCI's
9 owner, Mousa Golbahar ("Golbahar") (collectively the "MCI Defendants") and
10 were denied overtime, minimum wage, meal periods, rest breaks, indemnification
11 for business expenses, compliant itemized wage statements, had wages improperly
12 deducted and were subject to unfair competition. The FAC further alleges that the
13 TWC Defendants are vicariously liable to the members of the Settlement Class for
14 the acts, omissions, and misconduct of the MCI Defendants related to MCI's
15 purported violations of the federal Fair Labor Standards Act, the California Labor
16 Code and the California Business & Professions Code, Section 17200 et seq.,
17 including statutory liability under Cal. Lab. Code 2810.3, unpaid wages, unpaid
18 overtime, waiting time and other penalties, interest, attorneys' fees and costs, and
19 injunctive relief. The FAC further alleges that MCI acted as a "Labor Contractor"
20 for the TWC Defendants within the meaning of Labor Code 2810.3 and that the
21 TWC Defendants are vicariously liable to MCI's workers under this theory, which,
22 again, is predicated on the acts, omissions and misconduct of the MCI Defendants.
23 Plaintiff also asserts a claim for penalties under the Private Attorneys General Act
24 (PAGA), Labor Code section 2699 et seq., based on the MCI Defendants'
25 purported misconduct as alleged in the operative complaints.

26 21. On January 15, 2016, the TWC Defendants filed an Answer to the
27 FAC, denying all of Plaintiff Luviano's claims, asserting that the TWC Defendants

1 did not jointly employ Plaintiff Luviano or the putative class members, and
2 asserting applicable affirmative defenses.

3 22. On or about December 7, 2015, Plaintiff Salvador Ruacho filed a
4 complaint in the Los Angeles Superior Court entitled *Salvador Ruacho,*
5 *individually and as a proxy of the State of California on behalf of aggrieved*
6 *employees, v. Multi Cable, Inc. Mousa Golbahar; Time Warner Cable, Inc. Time*
7 *Warner Cable Pacific West LLC; Time Warner Cable Enterprises LLC and Does 1*
8 *to 100, inclusive* (Case No. BC602993) in the Superior Court of the State of
9 California, County of Los Angeles. The action is pending before the Hon. John P.
10 Doyle in Dept. 58 and is stayed as of December 1, 2017. The *Ruacho* complaint
11 seeks PAGA penalties against the TWC Defendants based on the acts, omissions,
12 and misconduct of the MCI Defendants. Plaintiff Ruacho seeks damages and other
13 relief on behalf of himself and the members of the Settlement Class against the
14 TWC Defendants purely on a vicarious liability theory. Plaintiff Ruacho further
15 alleges that MCI acted as a "Labor Contractor" for the TWC Defendants within the
16 meaning of Labor Code 2810.3 and that the TWC Defendants are vicariously liable
17 to MCI's workers under this theory, which, again, is predicated on the acts,
18 omissions and misconduct of the MCI Defendants. Plaintiff Ruacho also alleges
19 that he and the Settlement Class members were misclassified as independent
20 contractors by the MCI Defendants and, as such, were denied overtime, minimum
21 wage, meal periods, rest breaks, indemnification for business expenses, compliant
22 itemized wage statements, had wages improperly deducted and were subject to
23 unfair competition. Plaintiff Ruacho, individually and on behalf of other allegedly
24 aggrieved employees, seeks PAGA penalties, attorneys' fees and costs against
25 MCI, Golbahar, and, through his joint employer allegations, the TWC Defendants.

26 23. On or about September 30, 2016, Plaintiff Reynaldo Galvez filed a
27 class action complaint against Multi Cable, Inc. styled as *Reynaldo Galvez v. Multi*

Cable, Inc. and DOES 1 through 10, inclusive (Case No. BC635968) in the Superior Court of the State of California, County of Los Angeles, alleging a single cause of action for failure to provide adequate wage statements. Plaintiff Galvez seeks penalties up to \$4,000 per class member, injunctive relief, attorneys' fees and costs against MCI only.

24. Subsequent to filing the *Galvez* Litigation, Class Counsel notified TWC Defendants' Counsel that Plaintiff Galvez would be seeking to amend his complaint to add as defendants the TWC Defendants on a theory of vicarious liability, again, predicated on the acts, omissions, and misconduct of The MCI Defendants.

25. 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 vicarious liability, or statutory liability under Cal. Lab. Code 2810.3, both of which the TWC Defendants deny.

26. Plaintiffs in *Ruacho* and *Galvez* are represented by Class Counsel in *Luviano*. The *Ruacho* and *Luviano* matters both seek, among other things, PAGA penalties for alleged violation of Labor Code sections 201, 202, 204, 221, 226(a), 226.7, 510, 1171, 1181.2, 1194, 1197, 1198, and 2802 based the same nucleus of operative facts on behalf of the same groups of MCI workers. The PAGA period alleged in *Luviano* covers a longer time period and subsumes the PAGA claims in *Ruacho*. The wage statement claims in *Galvez* are based on the same Labor Code claims and factual allegations alleged in *Luviano*, and are also subsumed within the applicable time period in *Luviano*.

27. The *Luviano*, *Ruacho* and *Galvez* litigations are collectively referred to herein as “the Litigations.”

28. On March 24, 2017, the Court ordered Class Counsel to file an amended complaint in the Luviano action for the limited purpose of substituting Salvador Ruacho as representative plaintiff in place of Plaintiff Luviano, whom the Court deemed an inadequate class representative.

29. On March 31, 2017, Class Counsel filed a Second Amended Complaint substituting Salvador Ruacho as the representative plaintiff in the *Luviano* Litigation. On April 14, 2017, the TWC Defendants timely answered the Second Amended Complaint, denying all of Ruacho's allegations and asserting appropriate affirmative defenses.

30. The *Luviano* Litigation has been actively litigated. Class Counsel has conducted extensive investigation in this case, including interviewing witnesses, propounding extensive written discovery including special interrogatories and multiple sets of requests for production of documents, subpoenaing third parties, and reviewing extensive information and records provided by the various Defendants. MCI, Golbahar, and the TWC Defendants propounded multiple interrogatories and sets of requests for production of documents and took

depositions of Luviano and several other MCI Opt-In Plaintiffs. Class Counsel has taken numerous depositions of employees and officers of MCI and the TWC Defendants. Furthermore, in 2016, the Parties participated in mediation of the Luviano Litigation before mediator Mark Rudy, a highly-respected neutral with extensive experience in mediating wage and hour class actions. Although the case did not settle at mediation, counsel for the TWC Defendants and Class Counsel continued settlement discussions. As a result of these efforts, the Parties reached a class-wide settlement of all three Litigations that is the basis for this Stipulation of Settlement, and is hereby submitted to the Court for approval.

31. The settlement set forth in this Agreement represents a hard fought, arms-length compromise and settlement of highly disputed claims. Nothing in this Agreement or the Settlement is intended, or may be construed, as an admission by the TWC Defendants that the Settlement Class's claims in the Litigations have any merit, that TWC jointly employed any Class members, or that the TWC Defendants bear any liability to the Settlement Class or any Class Members on those claims. Indeed, the TWC Defendants expressly deny any and all such allegations, deny all wrongdoing, and deny that the Settlement Class is entitled to any relief whatsoever from the TWC Defendants. Plaintiffs do not contend that the TWC Defendants themselves directly committed any of the acts, omissions, or violations of law that they have alleged with respect to the claims alleged in the Litigations and affirmatively acknowledge that all such purported substantive acts, omissions, or violations of law were committed by The MCI Defendants. Further, Plaintiffs acknowledge and agree that the allegations against the TWC Defendants are based solely upon alleged vicarious liability theories, or statutory liability under Cal. Lab. Code 2810.3, both of which the TWC Defendants deny have any merit.

32. For purposes of this settlement only, Plaintiffs and Defendants agree to the certification of the Settlement Class. If this settlement is not preliminarily or finally approved by the Court for any reason, such agreed certification is null and void and the *Luviano*, *Ruacho* and *Galvez* Litigations shall continue to be litigated, and this document shall not be admissible for any purpose in the Litigations.

33. The Court's final approval and Judgment with respect to this Agreement shall result in a full and complete settlement and release of the claims alleged in the Litigations against the TWC Defendants (but not as to the MCI Defendants), which release includes in its effect the TWC Defendants, Charter Communications, Inc., Charter Communications LLC, and all of their respective parents, affiliates, subsidiaries, partners, directors, officers, employees, agents, servants, registered representatives, administrators, predecessors, successors, fiduciaries, trustees, assigns, attorneys, and agents, including waiver of all rights and benefits afforded by Section 1542 of the Civil Code of the State of California.

34. Class Counsel has investigated the facts of the case. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that this settlement with the TWC Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate, and is in the best interest of the class in light of all known facts and circumstances, including the risk of significant costs and delay, risk of de-certification, or denial of certification or representative status of any class alleged in the Litigations, the risk of summary judgment against Plaintiffs based on the defenses asserted by the TWC Defendants, the tenuous nature of Plaintiff's joint employer claims against the TWC Defendants and numerous potential appellate issues. Although the TWC Defendants contend that they have no liability in this case, Counsel for the TWC Defendants share Class Counsel's belief that the settlement represents a fair and

adequate settlement given the risks, delay, and uncertainty associated with the Litigation.

35. The Parties will work together expeditiously to obtain preliminary and final approval of this Agreement and to dismiss this action with prejudice.

III. TERMS OF SETTLEMENT

36. Now, therefore, in consideration of the mutual covenants, promises and warranties set forth herein, Plaintiff and the TWC Defendants agree that the claims set forth in the Litigations be settled and compromised between the Settlement Class and the TWC Defendants, subject to the Court's approval as set forth below.

37. The settlement embodied in this Agreement, including all releases of claims against the TWC Defendants by the Settlement Class, shall become effective upon the Effective Date.

38. Financial Terms of Settlement:

a. **Funding and Distribution of Settlement Proceeds.** In consideration for the settlement and release of the claims asserted in the Litigations, as well as the promises and covenants made by Plaintiff as set forth in this Agreement, the funds that the TWC Defendants will use to pay the Settlement Amount are monies that the TWC Defendants properly withheld from MCI pursuant to MCI's contractual indemnification obligations to the TWC Defendants set forth in the Field Installation Services Agreement and the Master Contractor Agreement by and between MCI and the TWC Defendants, which includes MCI's obligation to pay the settlement funds (among other monetary obligations MCI owes the TWC Defendants). The TWC Defendants shall pay the Settlement Amount to the Settlement Administrator within ten (10) business days of the Effective Date or March 31, 2018, whichever is later. Under no circumstances shall the

1 amount paid to the Settlement Administrator, plus the amount paid to Class
2 Counsel hereunder and any other amounts to be paid by the TWC
3 Defendants, exceed the Settlement Amount. The Claims Administrator will
4 pay the Class Representatives and Class Members the amounts due under
5 this Agreement within seven (7) business days after receiving the Settlement
6 Amount from the TWC Defendants. Should any amounts paid to the Class
7 Representatives and Class Members remain uncashed and undeposited 60
8 days after being mailed by the Claims Administrator, those amounts will not
9 be redistributed to the class and will be donated to such entity as should be
10 approved by the Court..

11 b. **Attorneys' Fees and Costs.** The Settlement Class will apply to
12 the Court for an award of a Class Counsel Fees and Expenses Payment.
13 Plaintiffs, the Settlement Class, and Class Counsel shall not seek payment of
14 attorneys' fees or reimbursement of costs or expenses except as set forth
15 herein. The TWC Defendants (or the Settlement Administrator) will issue
16 an IRS Form 1099 to Class Counsel with respect to the attorneys' fees and
17 costs awarded to them.

18 c. **LWDA Payment.** The TWC Defendants agree to pay the sum
19 of Ten Thousand Dollars (\$10,000.00) to the LWDA as the LWDA's share
20 of the settlement attributable to civil penalties under the PAGA. This
21 LWDA Payment will be deducted from the Settlement Amount.

22 d. **Service Award Payments.** Class Counsel will request, and the
23 TWC Defendants will not oppose, payment of service awards to Luis
24 Luviano, Salvador Ruacho, and Reynaldo Galvez, in an amount not to
25 exceed Five Thousand Dollars (\$5,000.00) each, as reasonable additional
26 compensation for the time and effort expended by them in connection with
27 the initiation and maintenance of the Litigations and for their agreement to

1 provide the TWC Defendants with a General Release of all claims as set
2 forth herein and their execution of separate individual settlement agreements
3 containing releases of any and all claims of any kind or character, known or
4 unknown, and without regard to whether such claims could have been
5 asserted in the Litigations. The Service Award Payments will be deducted
6 from the Settlement Amount, and are in addition to any payment to which
7 Plaintiffs are otherwise entitled under this Agreement as members of the
8 Settlement Class. The Service Award Payments will be reported to the
9 taxing authorities by means of an IRS Form 1099.

10 e. **Net Settlement Amount.** The Net Settlement Amount shall be
11 divided and distributed to Class Members. The portion of the Net
12 Settlement Amount payable to each class member shall be calculated as
13 follows:

14 i. Each Class Member shall be paid a pro rata share of the
15 Net Settlement Amount for each Compensable Workweek that the
16 Class Member worked for MCI in California during the Class Period
17 (excluding full workweeks during which the individual Class Member
18 was on leave or otherwise not performing job duties for MCI in
19 California (the “Weekly Benefit Amount”). In the event MCI does
20 not have, or cannot or will not provide, records of the weeks that each
21 Class Member received pay for work performed, it shall be
22 conclusively presumed that each Class Member for whom records are
23 not available received pay for work performed during 90% of the
24 weeks during the period during which the Class Member worked for
25 MCI. This Net Settlement Amount is the sum to be paid to each Class
26 Member who does not elect to be excluded from this Settlement.

ii. The Settlement Administrator will issue an IRS Form 1099 for the Net Settlement Amount paid to each Class Member. The Class Members and the TWC Defendants acknowledge and agree that the TWC Defendants did not employ any of the Class Members while they were working for MCI and that any tax liability on the Net Settlement Amount shall be the sole responsibility of the Class Member receiving such payment.

IV. NOTICE AND PAYMENT PROCESS

39. The Parties have agreed to the appointment of the Settlement Administrator to administer this settlement and independently review and verify documentation associated with any submitted claims or requests to be excluded and to pay the claims to the Class Members.

40. Any disputes concerning administration of the settlement (including those concerning the number of Workweeks a Class Member worked) shall be resolved by the Settlement Administrator in its sole discretion.

41. Within seven (7) calendar days of the Court entering the Order granting preliminary approval, Class Counsel shall arrange for the Settlement Administrator to obtain information regarding all Class Members, including name, last known address, last known telephone number, social security number and Workweeks (“the Class List”) from Defendant Multi Cable, Inc. (“MCI”) in a format acceptable to the Settlement Administrator.

42. Within seven (7) calendar days following receipt of the information described above, the Settlement Administrator shall update the Class Members' addresses through the National Change of Address database (NCOA) or similar methods to ensure the most complete and accurate mailing reasonably possible, based on updated address information reasonably available and mail a Notice of Pendency of Class and Collective Action, Proposed Settlement and Hearing Date

1 for Court Approval (“Notice of Pendency of Class and Collective Action and
2 Proposed Settlement”) in the form attached hereto as Exhibit “A” and approved by
3 the Court, to each Class Member by first class mail. The Settlement Administrator
4 will use the address information provided by Class Counsel or a more current
5 address from the NCOA or similar methods to ensure that the mailing is sent to the
6 most accurate address reasonably available.

7 43. Any returned envelopes from this mailing with forwarding addresses
8 will be utilized by the Settlement Administrator to locate Class Members. The
9 Settlement Administrator will take appropriate steps (which may include skip
10 tracing) to ensure that the Notice of Pendency of Class and Collective Action and
11 Proposed Settlement is sent to all Class Members. It will be conclusively
12 presumed that if an envelope has not been returned within thirty (30) days of the
13 mailing, the Class Member received the Notice of Pendency of Class and
14 Collective Action and Proposed Settlement.

15 44. Each Class Member may submit a request for exclusion from the
16 Settlement (“Request for Exclusion”). The Request for Exclusion must be
17 postmarked and sent to the Settlement Administrator within forty-five (45) days
18 from its initial mailing by the Settlement Administrator, as specified in the Notice
19 of Pendency of Class and Collective Action and Proposed Settlement.

20 45. The Settlement Administrator will certify to Class Counsel and TWC
21 Defendants’ Counsel the names of each Class Member who submitted a timely
22 Request for Exclusion, within seven (7) days after the deadline to submit Requests
23 for Exclusion in writing.

24 46. Class Counsel shall provide the Court and TWC Defendants’ Counsel,
25 at least thirty (30) days prior to the final fairness hearing, a declaration by the
26 Settlement Administrator of due diligence and proof of mailing with regard to the
27

1 mailing of the Notice of Pendency of Class and Collective Action and Proposed
2 Settlement.

3 47. Class Members shall be permitted to object to the settlement before
4 final approval at the hearing for final approval of the Settlement as set by the
5 Court. All written objections should be filed with the Court, with copies sent to the
6 following:

7 **To Class Administrator:**

8 c/o CPT Group
9 50 Corporate Park
10 Irvine CA 92606

11 **To Class Counsel:**

12 Alan Harris/David Garrett
13 HARRIS & RUBLE
14 655 North Central Avenue, 17th Floor
15 Glendale, California 91203

16 **AND**

17 Daniel Forouzan
18 FOROUZAN LAW
19 2029 Century Park East, Suite 400
20 Los Angeles, California 90067

21
22 **To TWC Defendants' Counsel:**

23 Nathan D. Chapman
24 Kabat Chapman & Ozmer LLP
25 171 17th Street, Northwest
26 Suite 1550
27 Atlanta, Georgia 30363

1 48. Any written objections shall state each specific objection and any
2 legal support for each objection. The objection must also state the Class Member's
3 full name, address, and the dates of his or her service with MCI. To be effective,
4 any objections to approval of the Settlement must be filed with the Clerk of the
5 Court and properly served upon all of the above-listed attorneys within forty-five
6 (45) days from the initial mailing of the Notice of Pendency of Class and
7 Collective Action and Proposed Settlement to the Class Members or other date as
8 set by the Court. Class Members who submitted a Request for Exclusion shall not
9 have standing to object to the Settlement. Class Counsel and TWC Defendants'
10 Counsel shall thereafter be entitled to file and serve a response to any such
11 objection no later than five (5) days before the hearing on final approval of the
12 settlement.

13 49. If the Court rejects a Settlement Class Member's objection, the
14 Settlement Class Member will still be bound by the terms of this Agreement.

15 50. Neither the Parties nor their respective counsel will solicit or
16 otherwise encourage any Class Member, directly or indirectly, to request exclusion
17 from the Settlement, object to the Settlement, or appeal from the Judgment.

18 **V. RELEASE OF CLAIMS BY THE CLASS AND PLAINTIFFS**

19 51. Upon the Effective Date, and except as to such rights or claims as may
20 be created by this Agreement, the Settlement Class and each Settlement Class
21 Member who has been identified on the Class List submitted to the Settlement
22 Administrator, without the need to manually sign a release document, shall in
23 exchange for the consideration recited in this Stipulation and Agreement, on behalf
24 of himself or herself and on behalf of his or her current, former, and future heirs,
25 executors, administrators, attorneys, representatives, agents, and assigns, fully
26 release and discharge the TWC Defendants, Charter Communications, Inc., Charter
27 Communications, LLC, and their past, present and future members, directors,

1 officers, employees, agents, servants, registered representatives, administrators,
2 predecessors, successors subsidiaries and affiliates, fiduciaries, trustees, assigns,
3 attorneys, and agents (collectively hereinafter the “Releasees”) from any and all
4 claims, causes of action, damages, liabilities, debts, penalties, obligations, and
5 demands, including, but not limited to, any and all claims for attorneys’ fees, costs,
6 interest, and statutory and civil penalties that were, or which could have been,
7 asserted in the Litigations. This includes, but is not limited to, any claims arising
8 under the Fair Labor Standards Act, the California Labor Code (specifically
9 including, but not limited to, Labor Code 2810.3 claims), applicable California
10 Industrial Welfare Commission Wage Orders, the California Business and
11 Professions Code, the Private Attorney General Act, and claims that were, or could
12 have been based on the facts alleged in the Litigation, asserted in the Litigation, or
13 which arose during the Class Period (“Released Class Claims”). With respect to
14 the release of claims under the Fair Labor Standards Act, such claims shall be
15 released only if the Settlement Class Member deposits, cashes, or otherwise
16 accepts payment under the Settlement, at which point such Settlement Class
17 Members shall be conclusively deemed to have opted in to the *Luviano* litigation
18 pursuant to 29 U.S.C. § 216(b). The Settlement Administrator shall provide Class
19 Counsel and the TWC Defendants’ Counsel with monthly reports for a period of
20 six months after the mailing of the Settlement Payments identifying those class
21 members who have deposited, cashed, or otherwise accepted payment. Upon
22 receipt of such reports, Class Counsel shall file with the Court a list of those
23 individuals who have accepted the Settlement Payments and are deemed to have
24 opted in to the *Luviano* Litigation pursuant to 29 U.S.C. § 216(b).

52. In order to achieve a full and complete release of the Releasees, each Settlement Class Member acknowledges that this Agreement is also intended to include in its effect Released Class Claims that each Class Representative and

Class Member does not know or suspect to exist in his or her favor at the time the Court enters an order granting final approval of this Agreement. Accordingly, with respect to the Released Class Claims only, each Class Representative and each Class Member waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding the significance of that waiver. Section 1542 provides the following:

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

53. Each Settlement Class Member acknowledges that if he or she initiates a lawsuit against the TWC Defendants or the Releasees based on any claim released under this Agreement, and the court invalidates the foregoing releases, the Settlement Class Member shall return all payments received pursuant to this Agreement within five (5) days of initiating the lawsuit.

54. In addition to the foregoing, as a condition of receiving any portion of either the Net Settlement Amount or Service Award Payments, Luis Luviano, Salvador Ruacho, and Reynaldo Galvez shall also shall execute separate Settlement Agreements and General Releases of any and all claims that they have, may have had, or may claim to have against the TWC Defendants in a form that is acceptable to the TWC Defendants. Plaintiff Ruacho must also dismiss with prejudice all of his claims against the TWC Defendants alleged in the Ruacho Litigation.

55. Notwithstanding anything to the contrary in this Stipulation of Settlement, the TWC Defendants shall retain all rights they have against The MCI Defendants, including any and all indemnity rights, and nothing in this Stipulation

1 of Settlement shall limit, abridge, modify, cancel, or otherwise affect the TWC
2 Defendants' claims or rights against MCI.

3 **VI. ADDITIONAL DUTIES OF THE PARTIES**

4 56. Promptly upon execution of this Stipulation of Settlement, the Parties
5 shall apply to the Court for the entry of a preliminary approval Order
6 accomplishing the following:

- 7 a. Preliminarily approving the settlement as to form and content;
- 8 b. Preliminarily certifying the class for purposes of settlement;
- 9 c. Approving as to form and content the proposed Notice of Pendency of
10 Class and Collective Action and Proposed Settlement;
- 11 d. Approving as to form and content the Proposed Request for Exclusion
12 Form;
- 13 e. Directing the mailing of the Notice of Pendency of Class and
14 Collective Action and Proposed Settlement and Request for Exclusion Form by
15 first class mail to the Class Members; and
- 16 f. Scheduling a hearing to determine whether the proposed settlement
17 should be finally approved as fair, reasonable and adequate as to the members of
18 the class and approving attorneys' fees and costs.

19 57. Following final approval by the Court of the settlement provided for
20 in this Agreement, the Parties will submit a proposed final approval Order and
21 Judgment:

- 22 g. Approving the settlement, adjudging the terms to be fair, reasonable
23 and adequate, and directing consummation of its terms and provisions;
- 24 h. Approving an award of attorneys' fees and reimbursement of
25 litigation costs and expenses, and the service award payment to Luis Luviano,
26 Salvador Ruacho, and Reynaldo Galvez in the manner set forth in this Agreement;
27 and

1 i. Dismissing this action on the merits and with prejudice and
2 permanently barring all members of the Settlement Class from prosecuting against
3 the Releasees any Released Class Claims.

4 VII. VOIDING THE AGREEMENT

5 58. If five percent (5%) or more of the Class Members request to be
6 excluded or opt-out of the Settlement, the TWC Defendants shall have the option,
7 in their sole discretion, of voiding and rescinding this Settlement within fifteen
8 business days after its receipt of the report referenced in Paragraph 46, above.

9 59. A failure of the Court to approve any material condition of this
10 Agreement that effects a fundamental change of the Parties' settlement shall render
11 the entire Agreement voidable and unenforceable as to all Parties herein at the
12 option of any party upon five (5) days' written notice to the other Parties and the
13 Court. A fundamental change to the Settlement includes, but is not limited to, a
14 decision by the Court to strike any of the claims listed in Section V from the
15 Settlement or its release, or to modify or alter the terms or amount of payment of
16 the Settlement funds. If the Court denies final approval of the Settlement, or if the
17 Court's final approval of the Settlement is reversed or fundamentally changed on
18 appellate review, then this Settlement will become voidable and unenforceable as
19 to all Parties herein at the option of any party upon five (5) days' written notice to
20 the other Parties and the Court after the order of the court reversing or
21 fundamentally changing the Settlement. If the Settlement is voided through any of
22 these mechanisms, the Parties will have no further obligations under the
23 Settlement, including any obligation by the TWC Defendants to pay the Settlement
24 Amount, or any amounts that otherwise would have been owed under this
25 Settlement. Each Party may exercise its option to void the Settlement by giving
26 notice, in writing, to the other Party and to the Court within the time periods set
27 forth above.

1 **VIII. MEDIA CONTACT**

2 60. Plaintiffs and their counsel agree that they will not directly or
3 indirectly issue any press release, hold any press conference, make any posting on
4 any website, instant messaging site, blog, or social networking site, initiate or
5 respond to any contact with any members of the news media, including, but not
6 limited to, any radio or television stations, newspapers, or magazines regarding the
7 Litigations, the settlement between the Parties, this Agreement, or the negotiations
8 of this Agreement. If Plaintiffs or their counsel are asked about the details of the
9 settlement by any third parties, they may state only that “The matter has been
10 resolved.”

11 **IX. PARTIES’ AUTHORITY**

12 61. The Parties and their respective signatories represent and warrant that
13 they have the capacity and full authority to enter into this Agreement and to bind
14 the Parties to the terms and conditions set forth in this Agreement.

15 **X. MUTUAL FULL COOPERATION**

16 62. The Parties agree to fully cooperate with each other to accomplish the
17 terms of this Agreement, including but not limited to, execution of documents and
18 to take such other action as may reasonably be necessary to implement the terms of
19 this Agreement. The Parties to this Agreement shall use their best efforts,
20 including all efforts contemplated by this Agreement and any other efforts that
21 may become necessary by order of the Court, or otherwise, to effectuate this
22 Agreement and the terms set forth herein. As soon as practicable after execution of
23 this Agreement, Class Counsel shall, with the assistance and cooperation of the
24 TWC Defendants and TWC Defendants’ Counsel, take all reasonable and
25 necessary steps to secure the Court’s final approval of this Agreement.

26 63. The Parties agree to waive all appeals from the Court’s final approval
27 of this Settlement, unless the Court fundamentally changes the terms of the
28

1 Settlement. Any reduction in the amount of Class Counsel Fees and Expenses
2 Payment and/or the Service Award Payments sought will not constitute a
3 fundamental change of the Settlement and will not be grounds to void the
4 Settlement.

5 **XI. NO PRIOR ASSIGNMENTS**

6 64. The Parties represent, covenant, and warrant that they have not
7 directly or indirectly, assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim,
9 demand, action, cause of action or rights herein released and discharged.

10 **XII. NO ADMISSION**

11 65. Nothing contained in this Agreement, nor the consummation of this
12 Agreement, is to be construed or deemed an admission of liability, culpability,
13 negligence, or wrongdoing on the part of the TWC Defendants, and the TWC
14 Defendants expressly deny same. Each of the Parties has entered into this
15 Agreement with the intention to avoid further disputes and litigation with the
16 attendant inconvenience and expenses. This Agreement is a settlement document
17 and shall, pursuant to California Evidence Code Section 1152, be inadmissible in
18 evidence in any proceeding. The preceding sentence shall not apply to an action or
19 proceeding to approve, interpret, or enforce this Agreement.

20 66. For settlement purposes only, the Parties will stipulate that a class
21 may be certified, as described in this Settlement. The Parties agree that
22 certification for settlement purposes under the lenient standard applied to
23 settlements is in no way an admission that class certification or representative
24 status is proper under the more stringent standard applied for litigation purposes,
25 and that evidence of this limited stipulation for settlement purposes only will not
26 be deemed admissible in this or any other proceeding.

1 **XIII. NOTICES**

2 67. Unless otherwise specifically provided herein, all notices, demands or
3 other communications given hereunder shall be in writing and shall be deemed to
4 have been duly given as of the third business day after mailing by first class United
5 States mail, return receipt requested, addressed:

6 **To The Settlement Class:**

7 Alan Harris/David Garrett
8 HARRIS & RUBLE
9 655 North Central Avenue, 17th Floor
10 Glendale, California 91203

11 Daniel Forouzan
12 FOROUZAN LAW
13 2029 Century Park East, Suite 400
14 Los Angeles, California 90067

15 **To TWC Defendants:**

16 Nathan D. Chapman
17 Kabat Chapman & Ozmer LLP
18 171 17th Street, Northwest
19 Suite 1550
20 Atlanta, Georgia 30363

21 **XIV. CONSTRUCTION**

22 68. The Parties agree that the terms and conditions of this Agreement are
23 the result of lengthy, intensive arms-length negotiations between the Parties and
24 their counsel. The Parties have jointly participated in the drafting and approval of
25 this Agreement, which shall not be construed in favor of or against any party by
26 reason of the extent to which any Party or his, her or its counsel participated in the
27 drafting of this Agreement.

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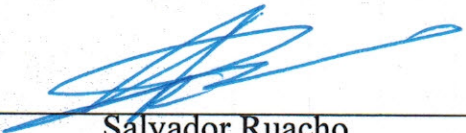
XX. COUNTERPARTS

74. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

XXI. ENFORCEMENT ACTIONS

75. In the event that one or more of the Parties to this Agreement institutes any legal action or other proceeding against any other Party to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs, including expert witness fees incurred, in addition to any other award.

DATED: January 18, 2018



Salvador Ruacho

DATED: January 18, 2018

Luis Luviano

DATED: January 18, 2018

Reynaldo Galvez

DATED: January 18, 2018

For TWC Defendants

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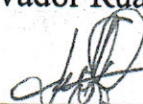
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Salvador Ruacho

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16 DATED: January 18, 2018


Luis Luviano

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18 DATED: January 18, 2018

Reynaldo Galvez

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21 DATED: January 18, 2018

For TWC Defendants

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Salvador Ruacho

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Luis Luviano

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Reynaldo Galvez

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For TWC Defendants

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Salvador Ruacho

15
16 DATED: January 18, 2018

Luis Luviano

17
18 DATED: January 18, 2018

Reynaldo Galvez

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21 DATED: January 18, 2018

[Signature]

For TWC Defendants

VA/Asst Chief of Counsel

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DATED: January 18, 2018

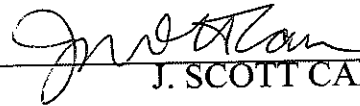
BLECHER, COLLINS, &
PEPPERMAN
HARRIS & RUBLE
FOROUZAN LAW

Alan Harris

Attorneys for Plaintiffs and for the
Settlement Class

KABAT CHAPMAN & OZMER LLP

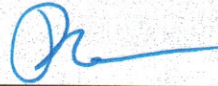
DATED: January 18, 2018


J. SCOTT CARR

Attorneys for TWC Defendants

1
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3 DATED: January 18, 2018

BLECHER, COLLINS, &
PEPPERMAN
HARRIS & RUBLE
FOROUZAN LAW

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7 Alan Harris

8 Attorneys for Plaintiffs and for the
9 Settlement Class

10 KABAT CHAPMAN & OZMER LLP

11
12 DATED: January 18, 2018

13 J. SCOTT CARR

14 Attorneys for TWC Defendants
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Exhibit 1

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Salvador Ruacho, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

Multi Cable, Inc., Mousa Golbahar, Time
Warner Cable Inc., Time Warner Cable Pacific
West LLC, Time Warner Cable Enterprises
LLC, and Does 1 to 100, inclusive,

Defendants.

CASE NO. 2:15-cv-05592-
AB(FFMx)

Hon. Andre Birotte Jr.

**NOTICE OF PENDENCY OF CLASS
AND COLLECTIVE ACTION AND
PROPOSED SETTLEMENT**

**TO: ALL INDIVIDUALS WHO WORKED FOR MULTI CABLE, INC. IN
CALIFORNIA PERFORMING CABLE INSTALLATION, REPAIR,
DISCONNECT AND/OR SIMILAR SERVICES FOR CUSTOMERS OF TIME
WARNER CABLE OR CHARTER COMMUNICATIONS AT ANY TIME FROM
JUNE 23, 2011 TO [INSERT PRELIM. APPROVAL DATE].**

**PLEASE READ THIS NOTICE CAREFULLY. THE UNITED STATES DISTRICT
COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA AUTHORIZED THIS
NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.**

INTRODUCTION

A lawsuit was filed against Multi Cable, Inc. ("MCI") and its owner, Mousa Golbahar ("MCI Defendants"), which accuses the MCI Defendants of violating California law regarding how it classified and paid its workers. The case, which was originally brought by L. Luviano, is *Salvador Ruacho v. Multi Cable, Inc., Mousa Golbahar, Time Warner Cable, Inc., Time Warner Cable Pacific West LLC, and Time Warner Cable Enterprises LLC* (the "Luviano Litigation"). The Plaintiff in the lawsuit also named Time Warner Cable Inc., Time Warner Cable Pacific West LLC, and Time Warner Cable Enterprises LLC (the "TWC Defendants") as defendants. Collectively, the MCI Defendants and TWC Defendants are hereby referred to as the "Defendants." While the lawsuit does not allege that the TWC Defendants committed any independent violations of California law, the lawsuit does contend that they are vicariously liable for the MCI Defendants' violations. The TWC Defendants deny any violation of law or basis for including them in any of the Litigations covered by this settlement.

This proposed settlement will also resolve two other lawsuits filed against the MCI Defendants on similar grounds. The two other cases are *Salvador Ruacho, individually and as a proxy of the State of California on behalf of aggrieved employees, v. Multi Cable, Inc. Mousa Golbahar; Time Warner Cable, Inc. Time Warner Cable Pacific West LLC; Time Warner Cable Enterprises LLC and Does 1 to 100, inclusive* (the “Ruacho Litigation”) and *Reynaldo Galvez v. Multi Cable, Inc. and DOES 1 through 10, inclusive* (the “Galvez Litigation”). The Plaintiff in the Ruacho Litigation also named the TWC Defendants as defendants, claiming that they are vicariously liable for the MCI Defendants’ violations of California law. In the Galvez Litigation, the plaintiff has advised the parties and the Court that he intends to add the TWC Defendants to that lawsuit based on the same vicarious liability theory asserted in the Luviano and Ruacho Litigations. The TWC Defendants deny that they are vicariously liable for the MCI Defendants’ purported violations of California law and deny all other accusations against the TWC Defendants in the Luviano, Ruacho, and Galvez Litigations (collectively, the “Litigations”).

While this Notice describes two proposed settlements (“Settlements”), one with the MCI Defendants, and one with the TWC Defendants, both settlements will be paid with MCI monies. The settlements will resolve all claims against the Defendants in the Litigations, which releases include all of Defendants’ partners, directors, officers, employees, agents, servants, registered representatives, administrators, predecessors, successors, fiduciaries, trustees, assigns, attorneys, and agents, as well as Charter Communications, Inc., Charter Communications LLC and all of its partners, directors, officers, employees, agents, servants, registered representatives, administrators, predecessors, successors, fiduciaries, trustees, assigns, attorneys, and agents (collectively, the “Released Parties”).

The Notice is being sent to you by Order of the United States District Court for the Central District of California (“Court”), which has preliminarily approved the Settlements. The Settlements will pay claims by MCI workers in California during the relevant time period (unless, for purposes of the MCI Settlement only, an MCI worker’s claim was already covered through the settlement of other lawsuits, including the *Mawyin* Litigation). The Settlements will resolve all claims against the Defendants that were, or which could have been, asserted in the Litigations individually or by the Settlement Classes in the Litigations, including, but not limited to, claims under the Fair Labor Standards Act, the California Labor Code, the California Business & Professions Code, the California Private Attorney General Act, and any other federal, state, or local wage and hour laws.

You have received this notice because records indicate that you worked for MCI in California performing services at the homes of TWC or Charter customers at some point since June 23, 2011. This Notice informs you of your rights under the Settlement.

The following table summarizes your options in responding to this Notice and the result of you exercising each option. These options are described in more detail below.

SUMMARY OF LEGAL RIGHTS AND OPTIONS	
OPTION	RESULT
Submit a written request for exclusion from the Settlements	Request to be excluded from the Settlements and retain your rights to bring your own claim.
Object	Write to the Court and explain any concerns you have regarding the Settlements.
Attend hearing	Request to speak to the Court about the fairness of the Settlements.
Do nothing	Accept the terms of the Settlements and receive settlement checks.

CRITICAL DATES

[EXCLUSION DATE] The last date to submit a written request to opt out of the Settlements and retain your rights to bring your own claim.

[OBJECT DEADLINE]: The last date to mail any written objections to the Settlements.

[HEARING DATE]: The date of the Court hearing to determine whether the proposed Settlements is fair, reasonable and adequate and should be approved by the Court.

BACKGROUND OF THE LITIGATIONS

A former MCI worker named Luis Luviano filed a proposed class and representative action complaint against the Defendants on behalf of himself and other MCI workers in California. Approximately six months later, another former MCI worker named Salvador Ruacho filed a California Private Attorney General Act (“PAGA”) action against the Defendants on behalf of himself and other purportedly “aggrieved employees.” In September 2016, a former MCI worker named Reynaldo Galvez, who is also a purportedly “aggrieved employee” in the Ruacho Litigation, and an alleged class member in the Luviano Litigation, filed a lawsuit against MCI only, alleging a single cause of action for failure to provide adequate wage statements.

Collectively, the Litigations allege that the Settlement Class Members were denied overtime, minimum wage, meal periods, rest breaks, indemnification for business expenses, compliant itemized wage statements, had wages improperly deducted and were subject to unfair competition by the MCI Defendants. The Plaintiffs do not contend that the TWC Defendants committed any of the acts, omissions, or violations of law that they have alleged in the Litigations. Rather, the Plaintiffs recognize that any such substantive acts, omissions, or violations of law were committed by the MCI Defendants and that the allegations against the TWC Defendants are based solely upon Plaintiffs’ contention that the TWC Defendants are vicariously liable for the MCI Defendants’ purported violations of California law.

The Defendants contend that the Litigations lack merit and expressly deny any and all of Plaintiffs' allegations, deny all wrongdoing, and deny that the Settlement Class is entitled to any relief.

SUMMARY OF THE SETTLEMENTS

Who is included in the MCI Settlement?

You are eligible to receive a payment under the MCI Settlement if you performed cable installations, repairs and similar services for MCI in California at the homes of TWC or Charter customers between November 5, 2013 and [INSERT PRELIM. APPROVAL DATE] (the "MCI Class Period").

When will MCI make the Settlement Payments?

MCI will pay a non-reversionary \$450,000 Gross Settlement Amount as follows:

A. The First Installment in the sum of Ten Thousand Dollars (\$10,000) shall be paid by the MCI Defendants upon signature of the Joint Stipulation of Settlement between Plaintiff and the MCI Defendants.

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

C. The Third Installment of One Hundred Twenty Thousand Dollars (\$120,000) shall be paid within ten (10) days after Final Approval of the Settlement if there are no objectors . . .

D. Thereafter, the balance of Three Hundred Thousand Dollars (\$300,000) will be paid by the MCI Defendants in equal monthly installments of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33) over the next thirty-six (36) months beginning on September 1, 2018 or 365 days after the Effective Date of the Settlement.

What will I receive from the MCI Settlement?

The Settlement calls for the MCI Defendants to pay a non-reversionary \$450,000 Gross Settlement Amount. The Net Settlement Amount to be paid to Class Members from the MCI Settlement, following Court-approved deductions, is estimated at \$252,000.00, calculated as follows:

- \$450,000.00 Settlement Amount
- \$35,000.00 (Estimated Litigation Costs)
- \$5,000.00 (Estimated Service Award Payment)
- \$126,000.00 (Estimated Attorneys' Fees)
- \$10,000.00 (Payment of PAGA Penalties to Labor & Workforce Development Agency)
- \$22,000.00 (Estimated Settlement Administration Fees)
- \$252,000.00 Estimated Net Settlement Amount payable to Settlement Class

The Net Settlement Amount may vary depending upon whether and in what amounts, the Court approves the “estimated” costs set forth above. The Net Settlement Amount will be paid to the MCI Class Members based upon the following formula:

- Each MCI Class Member will receive a pro rata share of the Net Settlement Amount based on the number of weeks in which the MCI Class Member performed work for MCI in California during the Class Period. For purposes of the MCI Settlement, partial weeks worked will be counted as full weeks of work. Workweeks shall include only those workweeks for which MCI’s records reflect that a Class Member received pay for actual work performed for TWC or Charter customers (*e.g.*, a Class Member who was on leave for an entire workweek does not receive “pay for work performed” during that week, regardless of whether the leave is paid). It is estimated that Class Members would receive up to a maximum of \$_____ for each workweek, although this amount may be less depending on a variety of factors.

When will I receive my Settlement Payment?

The MCI Settlement funds will be sent to an independent Claims Administrator, who will issue payment to each MCI Class Member who is eligible for payment, based on the formula set forth above, pursuant to the below timeline:

- The Initial Distribution to the MCI Class Members in the sum of approximately Eighty-Four Thousand Dollars (\$84,000) shall be made within seventy (70) days from the Effective Date of the MCI Settlement.
- A Second Distribution to the MCI Class Members in the total sum of approximately Eighty-Four Thousand Dollars (\$84,000) shall be made within forty-five (45) days of the deposit by the MCI Defendants of monthly installment payments totaling \$150,000.
- A Final Distribution to the MCI Class Members in the sum of approximately Eighty-Four Thousand Dollars (\$84,000) shall be made within forty-five (45) days of the deposit by the MCI Defendants of monthly installments payments totaling \$300,000.

Service Award Payment: Subject to approval and order by the Court, and pursuant to applicable legal standards, there will be a payment to Plaintiff Salvador Ruacho of \$5,000.00 from the MCI Settlement. This payment is to reimburse Ruacho for his time spent being deposed, assisting in the investigation, responding to discovery and otherwise assisting Class Counsel.

Attorneys’ Fees and Costs: Subject to approval and order by the Court, and pursuant to applicable legal standards, Class Counsel will seek an award of attorneys’ fees in an amount up to \$126,000.00. In addition, Class Counsel will ask to be reimbursed for costs in an amount up to \$35,000.00 incurred in prosecuting this action. Class Counsel believes that the amounts for costs and attorneys’ fees requested from the MCI Settlement are fair and reasonable.

Labor & Workforce Development Agency Payment of PAGA Penalties: Subject to approval and order by the Court, and pursuant to applicable legal standards, \$10,000.00 of the MCI Settlement will be allocated to settle the PAGA claims asserted in the Litigations.

Who is included in the Settlement of Claims Against the TWC Defendants?

You are eligible to receive a payment under this Settlement if you performed cable installations, repairs and similar services for MCI in California at the homes of TWC or Charter customers between June 23, 2011 and [INSERT PRELIM. APPROVAL DATE] (the “Class Period”).

This Settlement will be funded with MCI monies the TWC Defendants properly withheld from MCI pursuant to MCI’s indemnification obligations to TWC and Charter. The settlement funds will be sent to an independent Claims Administrator, who will then issue payment to each Settlement Class Member who is eligible for payment, based on the formula set forth below.

What will I receive from the Settlement?

This Settlement calls for a total maximum payment of One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000.00). The Net Settlement Amount to be paid to the Settlement Class Members from this settlement, following Court-approved deductions, is estimated at \$825,000.00, calculated as follows:

- \$1,350,000.00 Settlement Amount
- \$50,000.00 (Estimated Litigation Costs)
- \$15,000.00 (Estimated Service Award Payments)
- \$450,000.00 (Estimated Attorneys’ Fees)
- \$10,000.00 (Payment to Labor & Workforce Development Agency to resolve the PAGA claims asserted in the Litigations)
- \$825,000.00 Estimated Net Settlement Amount payable to Settlement Class

The Net Settlement Amount may vary depending upon whether and in what amounts, the Court approves the “estimated” costs set forth above. The Net Settlement Amount will be paid to the Settlement Class Members based upon the following formula:

- Each Settlement Class Member will receive a pro rata share of the Net Settlement Amount based on the number of weeks in which he or she performed work for MCI in California during the Class Period. For purposes of the Settlement, partial weeks worked will be counted as full weeks of work. Workweeks shall include only those workweeks for which MCI’s records reflect that a Settlement Class Member received pay for actual work performed for MCI at the homes of TWC or Charter customers (*e.g.*, a Class Member who was on leave for an entire workweek does not receive “pay for work performed” during that week, regardless of whether the leave is paid). It is estimated that Settlement Class Members will receive up to a maximum of \$_____ for each workweek, although this amount may be less depending on a variety of factors.

When will I receive my Settlement Payment?

The Settlement funds will be sent to the independent Claims Administrator approximately ten (10) business days after final court approval of the Settlement and after all rights to appeal or review are exhausted, or any appeal or review has been resolved in favor of the Settlement.

Service Award Payment: Subject to approval and order by the Court, and pursuant to applicable legal standards, there will be a payment to Plaintiffs Luis Luviano, Salvador Ruacho and Reynaldo Galvez of up to \$5,000.00 each (but no more) from the Settlement funds. This payment is to reimburse the three plaintiffs for their time spent being deposed, assisting in the investigation, responding to discovery and otherwise assisting Class Counsel.

Attorneys' Fees and Costs: Subject to approval and order by the Court, and pursuant to applicable legal standards, Class Counsel will seek an award of attorneys' fees in an amount up to \$450,000. In addition, Class Counsel will ask to be reimbursed for costs in an amount up to \$50,000.00 incurred in prosecuting this action.

Labor & Workforce Development Agency Payment of PAGA Penalties: Subject to approval and order by the Court, and pursuant to applicable legal standards, \$10,000.00 of the Settlement will be allocated to settle the PAGA claims asserted in the Litigations.

Settlement Administrator: The Court has appointed CPT Group to act as an independent Settlement Administrator to process this settlement, to resolve any dispute concerning a Class Member's eligibility to participate in the Settlement and his or her share of the Settlement proceeds and to make payments to the Settlement Class. Subject to approval and order by the Court, the independent Settlement Administrator will be reimbursed for administering this settlement.

YOUR LEGAL REPRESENTATION

The Court has decided that the following attorneys are qualified to represent you and all other Settlement Class Members:

Alan Harris/David Garrett	Daniel Forouzan
HARRIS & RUBLE	FOROUZAN LAW
655 North Central Avenue, 17 th Floor	9454 Wilshire Blvd., Suite 550
Glendale, California 91203	Beverly Hills, California 90212
Telephone: 323.962.3777	Telephone: 888.551.0163
Facsimile: 323.962.3004	Facsimile: 888.710.0039

These attorneys are called "Class Counsel." You do not need to hire your own attorney because Class Counsel is working on your behalf. You do, however, have the right to have your own attorney, but you will be required to pay his or her fees. If you have questions or desire additional details, you may call, email or correspond with Class Counsel. You may also view any of the Luviano Litigation documents on file with the Court at the United States District Court for the Central District of California, 350 West First Street, Los Angeles, CA 90012, the Ruacho Litigation documents on file with the Court at The Superior Court of California, County of Los Angeles, 111 North Hill Street, Los Angeles, CA 90012 and the Galvez Litigation documents on file with the Court at The Superior Court of California, County of Los Angeles, 600 South Commonwealth Avenue, Los Angeles, CA 90005.

WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Excluding Yourself from the Settlement: If you do not wish to be bound by one or both Settlements, you must complete and submit a request for exclusion in writing to the Settlement Administrator (a “Request for Exclusion”). The Request for Exclusion must state whether you wish to be excluded from the MCI Settlement, the TWC Settlement, or both. The Request for Exclusion must be signed, dated, postmarked no later than **[DEADLINE]** and sent to the Settlement Administrator at:

c/o CPT Group
50 Corporate Park
Irvine CA 92606

_____ (Phone)
_____ (Email)

The Request for Exclusion must also be sent to the following counsel of record:

CLASS COUNSEL

Alan Harris/David Garrett
HARRIS & RUBLE
655 North Central Avenue,
17th Floor
Glendale, California
91203
(323) 962-3777
law@harrisandruble.com

COUNSEL FOR THE TWC DEFENDANTS

Nathan D. Chapman
Kabat Chapman & Ozmer LLP
171 17th Street, NW, Suite 1550
Atlanta, Georgia 30369
(404) 400-7300
nchapman@kcozlaw.com

COUNSEL FOR THE MCI DEFENDANTS

Joel P. Kelly
Jackson Lewis PC
725 South Figueroa Street,
Suite 2500
Los Angeles, CA 90017
(213) 689 0414
kellyj@jacksonlewis.com

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member in the class or classes he or she has identified in the Request for Exclusion, shall be barred from participating in any portion of the identified Settlement[s], and shall receive no benefits from the identified Settlement[s]. Any such person, at their own expense, may pursue any claims he or she may have against the Released Parties in the identified Settlement[s]. An incomplete or unsigned Request for Exclusion will be deemed invalid.

Objection to Settlement: You can object to the terms of one or both Settlements before final approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement[s]. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for **[FINAL APPROVAL HEARING DATE]**, at **[TIME LOCATION]**, with the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, CA 90012, and send copies to the Class Administrator and all counsel of record at the addresses provided above.

Any written objection shall specify whether the objection is directed at one or both Settlements, state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates that you worked for MCI. To be valid and effective, any objection to approval of the Settlement must be filed with the Clerk

of the Court, mailed to the Class Administrator and served upon each of the above-listed counsel of record no later than **[OBJECTION DEADLINE]**. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this settlement, you will be solely responsible for the fees and costs of your own attorney.

SUMMARY OF EFFECT OF THE SETTLEMENT

The Settlement is intended to settle and resolve all claims against the Released Parties that Settlement Class Members have asserted in the Litigations, or could have asserted in the Litigations, including, but not limited to, any and all claims for attorneys' fees, costs, interest, and statutory and civil penalties that were, or which could have been, asserted in the Litigations. This includes, but is not limited to, any claims arising under the Fair Labor Standards Act, the California Labor Code, applicable California Industrial Welfare Commission Wage Orders, the California Business and Professions Code, the Private Attorney General Act, and claims that were, or could have been based on the facts alleged in the Litigations, asserted in the Litigations, or which arose during the Class Period ("Released Class Claims"). The release will extend to the Released Parties, as defined above. If you worked for MCI at any time after June 23, 2011, and do not elect to exclude yourself from the Settlements, you will be deemed to have entered into this release and to have released the above-described claims. To release claims under the Fair Labor Standards Act, you must deposit, cash, or otherwise accept payment under the Settlement, at which point you will be conclusively deemed to have opted into the Luviano Litigation pursuant to 29 U.S.C. § 216(b) and released your Fair Labor Standards Act claim.

Each Settlement Class Member waives all rights and benefits afforded by Section 1542 of the Civil Code of the State of California as to the claims enumerated immediately above only, and does so understanding the significance of that waiver. Section 1542 provides the following:

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

To achieve a full and complete release of the Released Parties, each Settlement Class Member acknowledges that this settlement is intended to include in its effect all claims arising from or related to any of the Litigations that each Settlement Class Member does not know or suspect to exist in his or her favor at the time that the Settlement is finally approved.

If you receive payments under this Settlement, please be advised that if you later initiate a lawsuit against any of the Defendants based on any claim that you have released above, and the Court invalidates the release, you must return to the Released Parties all payments that you have received under this settlement within five (5) days of the Released Parties' request.

Furthermore, if you are a Class Member and do not elect to exclude yourself from the Settlement as provided for in this Notice, you will be deemed to have entered into this release and to have released the above-described claims. If the Settlement is approved by the Court and becomes final, the Settlement will be consummated. If the Settlement is not approved by the Court or does not become final for some other reason, the Litigations will continue.

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in the United States District Court for the Central District of California, 350 West First Street, Los Angeles, CA 90012, on **[FINAL APPROVAL HEARING DATE AND TIME]**, to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Courts also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court.

ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlements. For the precise terms and conditions of the Settlements, you should consult the detailed "Joint Stipulation of Class Settlement and Release Between Plaintiffs and the TWC Defendants," and the "Joint Stipulation of Class Settlement and Release Between Plaintiffs and the MCI Defendants," which are on file at the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, CA 90012.

PLEASE DO NOT TELEPHONE THE COURTS OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE SETTLEMENTS OR THE SETTLEMENT PROCESS. ANY QUESTIONS SHOULD BE DIRECTED TO CLASS COUNSEL (NOT COUNSEL FOR THE TWC DEFENDANTS OR THE MCI DEFENDANTS) OR THE CLAIMS ADMINISTRATOR LISTED HEREIN BY ORDER OF THE COURT.