

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
Jeffrey S. Herman (State Bar #280058)
Sergio Julian Puche (State Bar #289437)
Trevor G. Moran (State Bar #330394)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

ARRIO CHE and CALVIN RIVERA, and
on behalf of the State of California, as a
private attorney generals,

Plaintiffs,

v.

COMCAST CABLE
COMMUNICATIONS MANAGEMENT,
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CGC-24-611923

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: July 2, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Christine Van Aken
Dept.: 301

Complaint Filed: January 11, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on July 3, 2024, the Court entered the Judgment
3 and the Order Granting Motion in the above entitled action. A true and correct copy of the
4 Judgment is attached hereto as Exhibit #1. A true and correct copy of the Order Granting Motion is
5 attached hereto as Exhibit #2.

6 Respectfully submitted,

7
8
9 Dated: July 8, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug

12 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Heather Drosi, am a citizen of the United States and a resident of the State of California. I
4 am employed in the County of San Diego, State of California. I am over the age of 18 and not a party
5 to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On July 8,
6 2025, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

8 X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically
9 via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

10 Daryl S. Landy, Esq.
11 Nicole Antonopoulos, Esq.
12 Nancy Nguyen, Esq.
13 **MORGAN, LEWIS & BOCKIUS LLP**
14 600 Anton Boulevard, Suite 1800
Costa Mesa, California 92626-7653
Email: daryl.landy@morganlewis.com
Email: nicole.antonopoulos@morganlewis.com
Email: nancy.nguyen@morganlewis.com

15 Attorneys for Defendant
16 COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

17 X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the
18 Labor Workforce Development Agency via online process at the PAGA Filing website in accordance
with the procedure imposed by the LWDA.

19 X **(State):** I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

20 Executed on July 8, 2025, at San Diego, California.

21 
22 Kyle Nordrehaug
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EXHIBIT #1

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 Nicholas J. De Blouw (SBN #280922)

7 Sergio J. Puche (SBN #289437)

8 2255 Calle Clara

9 La Jolla, CA 92037

10 Telephone: (858)551-1223

11 Facsimile: (858) 551-1232

12 Website: www.bamlawca.com

13 *Attorneys for Plaintiffs*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

16 **ARRIO CHE and CALVIN RIVERA, and**
17 **on behalf of the State of California, as**
18 **private attorney generals,**

19 **Plaintiffs,**

20 **vs.**

21 **COMCAST CABLE**
22 **COMMUNICATIONS MANAGEMENT,**
23 **LLC a Limited Liability Company; and**
24 **DOES 1 through 50, inclusive,**

25 **Defendant.**

FILED
San Francisco County Superior Court

JUL 3 - 2025

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

Case No. **CGC-24-611923**

[PROPOSED] JUDGMENT APPROVING
PAGA SETTLEMENT

Hearing Date: July 2, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Christine Van Aken

Dept.: 301

Action Filed: January 11, 2024

Trial Date: Not Set

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JUDGMENT

Plaintiffs Ario Che and Calvin Rivera ("Plaintiffs") moved for approval of the settlement of Plaintiffs' claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against Defendant Comcast Cable Communications Management, LLC ("Defendant"). The Court, having granted the motion, no enters judgment as follows:

1. This Judgment hereby adopts and incorporates by reference the terms and conditions of the parties' PAGA Settlement Agreement ("Settlement Agreement"), together with the definitions used and contained therein.

2. The Court finds that Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and are authorized to act as private attorney generals with respect to the PAGA claims being released under the terms of the Settlement Agreement.

3. The Court finds that the California Labor and Workforce Development Agency ("LWDA") was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the LWDA.

4. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, and over the Aggrieved Employees (as defined in the Settlement Agreement and below).

5. The Court has considered all relevant factors for determining the fairness of the Settlement Agreement and has concluded that all such factors weigh in favor of approving the Settlement Agreement. In particular, the Court finds that the settlement was reached following meaningful exchanges of information and investigation conducted by the Parties; that the Settlement Agreement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the penalties obtained are genuine and meaningful.

6. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, and adequate, and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement

1 Agreement.

2 7. The Court approves the PAGA settlement as set forth in the Settlement Agreement and
3 the PAGA Payment, which shall be allocated and paid out as set forth in the Settlement Agreement.
4 The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$1,085,000, which
5 includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$16,000) for ILYM
6 Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$361,666
7 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the
8 amount of \$36,293.61 (not to exceed \$40,000). The PAGA Payment in the amount not less than
9 \$671,040.39, which is the amount remaining of the Gross PAGA Settlement Amount after deduction
10 of the Administration Expenses Payment, the PAGA Counsel Fees Payment and PAGA Counsel
11 Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil
12 penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (not
13 less than \$503,280.29) and 25% will be paid to the Aggrieved Employees (not less than \$167,760.10).

14 8. The "Aggrieved Employees" are defined as all individuals who are or were previously
15 employed by Defendant Comcast Cable Communications Management, LLC in California and
16 classified as a non-exempt employee at any time during the PAGA Period. The PAGA Period is the
17 period from October 23, 2022 through the earlier of the date the Court grants approval of the PAGA
18 settlement or July 13, 2025.

19 9. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
20 Amount, Plaintiffs, the State of California, and all Aggrieved Employees are deemed to have fully,
21 finally, and forever released the Released Parties (as defined in the PAGA Settlement Agreement to
22 include Defendant and all of its owners, members, parents, divisions, subsidiaries, affiliates, related
23 entities, and their predecessors, successors, and past and present officers, directors, shareholders,
24 employees, agents, partners, attorneys, benefit plans, insurers, representatives, assignees, fiduciaries,
25 heirs, executors, administrators and trustees) from all "Released PAGA Claims." The "Released
26 PAGA Claims" means any and all claims, demands, rights, liabilities, legal theories, and causes of
27 action for civil penalties under PAGA that accrued during the PAGA Period that are based on the facts
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1 alleged and that involve the same primary rights as those placed at issue in the Operative Complaint
2 or by any notice letters to the LWDA. The Released PAGA Claims expressly exclude all other non-
3 PAGA claims, including Plaintiffs' individual settlements which are subject to separate releases,
4 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers' compensation, California class claims,
6 and PAGA claims outside of the PAGA period. Plaintiffs release these claims in their representative
7 capacities as proxies for the LWDA and as private attorney general "aggrieved employees" acting on
8 behalf of themselves and the Aggrieved Employees.

9 10. This settlement (including this Judgment) cannot be used, directly or indirectly, to
10 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
11 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
12 statute, ordinance, regulation, rule or executive order (*i.e.*, evidence of a "first" or "initial" violation),
13 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
14 (including this Judgment) shall not be construed to be an admission by Defendant of any liability or
15 wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically
16 disclaims any such liability or wrongdoing.

17 11. This claim asserted under PAGA in this action is dismissed with prejudice in its
18 entirety, and JUDGMENT IS ENTERED in this matter in accordance with the terms of the Settlement
19 Agreement.

20 12. This Judgment shall be binding on all Aggrieved Employees and the State of California,
21 who are hereby barred by the doctrine of res judicata from re-litigating the Released PAGA Claims.
22 *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative
23 action brought by an aggrieved employee under PAGA is binding not only on the named employee
24 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to
25 the proceeding).

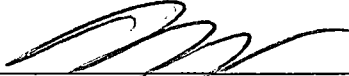
26 13. After entry of this Judgment, the Court shall retain jurisdiction pursuant to California
27 Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement
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1 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
2 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
3 benefits.

4 14. Upon entry of this Judgment, the Parties shall effectuate and carry out the terms of the
5 settlement in accordance with all terms of the Settlement Agreement.

6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

8
9 DATED: 7/2/2025



THE HONORABLE CHRISTINE VAN AKEN
JUDGE OF THE SUPERIOR COURT

EXHIBIT #2

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN #289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiffs

FILED
San Francisco County Superior Court

JUL 3 - 2025

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ARRIO CHE and CALVIN RIVERA, and
on behalf of the State of California, as
private attorney generals,

Plaintiffs,

vs.

COMCAST CABLE
COMMUNICATIONS MANAGEMENT,
LLC a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendant.

Case No. **CGC-24-611923**

[Signature]
**[PROPOSED] ORDER GRANTING
MOTION**

Hearing Date: July 2, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Christine Van Aken
Dept.: 301

Action Filed: January 11, 2024

Trial Date: Not Set

ORDER

Case No. CGC-24-611923

ORDER

Before the Court is the Motion To Approve PAGA Settlement by Plaintiffs Ario Che and Calvin Rivera. The unopposed motion to approve the PAGA settlement is granted.

IT IS SO ORDERED.

DATED: _____

7/2/2025



THE HONORABLE CHRISTINE VAN AKEN
JUDGE OF THE SUPERIOR COURT

for good cause shown