

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

_____)	
STANFORD GLABERSON, <i>et. al.</i> ,)	
)	Civil Action No. 03-6604(JP)
Plaintiffs,)	
v.)	The Honorable John R. Padova
)	
COMCAST CORPORATION, <i>et. al.</i> ,)	
)	
Defendants.)	
_____)	

CLASS ACTION SETTLEMENT AGREEMENT

THIS AGREEMENT (the “Settlement Agreement” or “Agreement”) is made and entered into this 28th day of October, 2014 (the “Execution Date”), by and between Defendants Comcast Corporation, Comcast Holdings Corporation, Comcast Cable Communications Inc., Comcast Cable Communications Holdings Inc. and Comcast Cable Holdings LLC (collectively “Comcast”), and Plaintiff Stanford Glaberson (“Plaintiff”), individually and as representative of others similarly situated, which constitute the Philadelphia Settlement Class as defined below, acting by and through their undersigned counsel.

RECITALS

WHEREAS, on December 8, 2003, Stanford Glaberson, Caroline Behrend, and other plaintiffs filed a class action complaint in this Court captioned *Behrend v. Comcast Corp.*, No. 2:03-cv-06604-JP (E.D. Pa.) (the “Action”), alleging, among other things, that Defendants unlawfully divided and allocated markets and engaged in other conduct in violation of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 & 2) in the Philadelphia, Pennsylvania area;

WHEREAS, on February 20, 2004, Stanford Glaberson, Caroline Behrend, Joan Evanchuk-Kind, Eric Brislawn and other plaintiffs filed an Amended Class Action Complaint and,

on May 17, 2004, a Second Amended Class Action Complaint in the Action alleging, among other things, that Defendants had also unlawfully divided and allocated markets and engaged in other conduct in violation of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 & 2) in the Chicago, Illinois area;

WHEREAS, on May 23, 2006, Stanford Glaberson, Caroline Behrend, Joan Evanchuk-Kind, Eric Brislawn, and other plaintiffs filed a Third Amended Consolidated Class Action Complaint alleging, as in their prior complaints, claims on behalf of two classes (the “Philadelphia Class” and the “Chicago Class”) for treble damages and injunctive relief against Comcast for alleged violations of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 & 2) in the Philadelphia, Pennsylvania and Chicago, Illinois areas;

WHEREAS on January 4, 2007, Comcast filed an answer in which it asserted defenses to Plaintiff’s claims, denied that it had violated any law or other duty, and denied each of Plaintiff’s claims of liability, wrongdoing, injuries, damages, and entitlement to any relief;

WHEREAS on May 3, 2007, the Court granted Plaintiff’s first motion for certification of the Philadelphia Class;

WHEREAS, on May 21, 2007, the Court filed Practice and Procedure Order No. 1, which designated the law firms of Heins, Mills, & Olson P.L.C. and Susman Godfrey L.L.P. as co-lead counsel for Plaintiff;

WHEREAS, on October 10, 2007, the Court granted Plaintiff’s motion for certification of the Chicago Class;

WHEREAS, on November 16, 2007, the Court filed an Order staying proceedings with respect to the Chicago Class until after entry of judgment or other resolution of the Philadelphia Class claims asserted in the Action;

WHEREAS, on March 30, 2009, the Court granted Comcast's motion to decertify the Philadelphia Class in light of the Third Circuit's decision in *In re Hydrogen Peroxide Antitrust Litig.*, 552 F.3d 308 (3d Cir. 2008), denied Comcast's motion to decertify the Chicago Class without prejudice to Comcast's right to renew the motion when and if the Court's November 16, 2007 Order staying the Chicago Class proceedings was modified, and gave Plaintiff the right to file an Amended Motion for Certification of the Philadelphia Class;

WHEREAS on January 7, 2010, the Court granted Plaintiff's Amended Motion for Certification of the Philadelphia Class, but held that proof of antitrust impact relevant to such claims shall be limited to the theory that Comcast engaged in anticompetitive clustering conduct, the effect of which was to deter the entry of overbuilders in the Philadelphia DMA;

WHEREAS on September 28, 2011, the Third Circuit affirmed the grant of Plaintiff's Amended Motion for Certification of the Philadelphia Class, which Comcast appealed by filing a petition for a writ of certiorari to the United States Supreme Court on January 11, 2012;

WHEREAS on April 12, 2012, the Court granted in part and denied in part Comcast's Motion for Summary Judgment;

WHEREAS, on June 25, 2012, the United States Supreme Court granted Comcast's petition for a writ of certiorari and, on March 27, 2013, reversed the judgment of the Third Circuit affirming this Court's grant of Plaintiff's Amended Motion for Certification of the Philadelphia Class;

WHEREAS, on August 19, 2013, Plaintiff moved to withdraw Caroline Behrend as a named plaintiff and to recertify a narrower Philadelphia Class;

WHEREAS, on August 20, 2013, the Court granted Plaintiff's motion to withdraw Caroline Behrend as a named plaintiff and recaptioned the Action as *Stanford Glaberson v. Comcast Corp., et al.*;

WHEREAS, on November 12, 2013, the Court denied Comcast's motion to strike Plaintiff's motion to recertify a revised Philadelphia Class and permitted Comcast to file a substantive response to Plaintiff's motion;

WHEREAS, on January 15, 2014, Comcast opposed Plaintiff's motion for recertification of a revised Philadelphia Class and moved to exclude the opinions and testimony of Plaintiff's experts Dr. Michael A. Williams and Dr. James T. McClave;

WHEREAS, on February 20, 2014, the Court granted Plaintiff's unopposed motion to stay the Action;

WHEREAS, on April 15, 2014, the Court granted Plaintiff's unopposed motions to lift the stay and de-certify the Chicago Class, to amend the complaint in order to withdraw the claims of Chicago-area plaintiffs Joan Evanchuk-Kind and Eric Brislawn and to narrow the Philadelphia Class claims asserted in the Action;

WHEREAS, on April 16, 2014, Stanford Glaberson filed the presently operative Fourth Amended Complaint (the "Complaint") on behalf of the narrower class of Philadelphia-area subscribers described in Plaintiff's August 19, 2013 motion for re-certification alleging claims for treble damages and injunctive relief against Comcast for alleged violations of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 & 2) in the Philadelphia, Pennsylvania area;

WHEREAS, on April 29, 2014, the Court ordered, with the parties' consent, that the time for Comcast to answer or otherwise move with respect to the Complaint be extended until 21 days after the Court lifts the stay of proceedings ordered on February 20, 2014;

WHEREAS, only the claims of Plaintiff as putative class representative remain before the Court with respect to the narrowed Philadelphia Class claims asserted in the Action;

WHEREAS, Comcast disputes Plaintiff's claims both as to the facts and the law, and Comcast has denied, and continues to deny, any liability to Plaintiff or any member of the putative class;

WHEREAS, as a result of arm's-length negotiations over several years, including several mediation sessions with Professor Eric D. Green, Plaintiff and Comcast have entered into this Class Action Settlement Agreement, subject to approval of the Court;

WHEREAS, the Parties wish to settle and resolve all of Plaintiff's claims to avoid the uncertainties and risks of trial, to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgments contemplated by this Agreement so as to put to rest totally and finally the matters raised by Plaintiff;

WHEREAS, Plaintiff and Class Counsel who have appeared in this Action have conducted extensive discovery, have retained and consulted with industry and damages experts; and conducted numerous investigations and engaged in extensive negotiations with Comcast; and, considering the benefits of the Settlement and the risks of litigation, have concluded that it is in the best interest of Plaintiff and the Philadelphia Settlement Class (as defined below) to enter into this Settlement Agreement. Plaintiff and his counsel agree that this Agreement is fair, reasonable, and adequate with respect to the interests of Plaintiff and the Philadelphia Settlement Class, and should be approved by the Court pursuant to Federal Rule of Civil Procedure 23(e);

WHEREAS, the Parties agree to settle and resolve completely and finally all of their outstanding differences, disputes, and claims, whether asserted or unasserted, known or unknown,

which were or could have been asserted in and which relate to the conduct alleged in the Action (the “Settlement”).

AGREEMENTS AND RELEASES

NOW, THEREFORE, In consideration of the premises and mutual promises, covenants, and warranties contained in this Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties now acknowledge, and intending to be legally bound, the Parties agree as follows:

1. RECITALS

The foregoing recitals are true and correct and made part of this Agreement.

2. DEFINITIONS

The following terms shall have the meanings set forth below:

2.1 “Action” shall mean the case *Behrend v. Comcast Corp. et al.*, No. 03-6604 (E.D. Pa.), subsequently recaptioned *Glaberson v. Comcast Corp., et al.*.

2.2 “Claim Form” shall mean the document that must be submitted electronically or by mail by Class Members in order to obtain the benefits of this Settlement, models of which are attached as Exhibit “A” (for Current Subscribers) and Exhibit “B” (for Former Subscribers).

2.3 “Claimant” shall mean a person or entity who timely submits a valid Claim Form.

2.4 “Claims Administrator” shall mean Rust Consulting, Inc., which is the entity processing the Claim Forms submitted by Class Members or the entit(ies) designated by them to perform that function.

- 2.5 “Class Counsel” shall mean all lawyers identified by Class Lead Counsel who provided representation to Class Members in this Action and are entitled to participate in any fee award.
- 2.6 “Class Lead Counsel” shall refer to the law firms Heins, Mills & Olson P.L.C. and Susman Godfrey L.L.P.
- 2.7 “Class Member” shall mean any individual or entity who is a member of the Philadelphia Settlement Class and who has not timely elected to be excluded from the Class.
- 2.8 “Class Period” shall mean the period of time commencing no earlier than January 1, 2003 and ending on December 31, 2008.
- 2.9 “Class Representative” shall mean Plaintiff Stanford Glaberson.
- 2.10 “Comcast” shall mean Comcast Corporation, located at One Comcast Center, Philadelphia, Pennsylvania, and all predecessors-in-interest or title, successors-in-interest or title, parents, subsidiaries, affiliates, past or present members, limited and general partners, shareholders, directors, officers, employees, agents and representatives, including but not limited to Comcast Holdings Corporation, Comcast Cable Communications Inc., Comcast Cable Communications Holdings Inc. and Comcast Cable Holdings LLC.
- 2.11 “Court” shall mean the United States District Court for the Eastern District of Pennsylvania.
- 2.12 “Current Subscribers” shall mean Class Members who are subscribers of Comcast as of the date Notice is given to Class Members following Preliminary Approval by the Court.

- 2.13 “Day” shall mean a 24-hour day, but for purposes of calculating time periods herein any period of time that ends on a day when the United States District Court for the Eastern District of Pennsylvania is closed shall be deemed to end at the end of the next day when the Court is open.
- 2.14 “Effective Date” shall mean the first Day after the last of the following dates has passed: (a) ten (10) days after the time for appeal from the Court’s approval of the Settlement and entry of the Final Judgment has expired; (b) in the event that the Final Judgment is appealed, ten (10) days after the time that either all such appeals shall have been dismissed prior to resolution by the appellate court or that the Final Judgment has been affirmed in its entirety without any modification or change by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal, by certiorari or otherwise; provided, however, that a court may change or modify the payment of attorneys’ fees and/or costs without changing the “Effective Date.”
- 2.15 “Former Subscribers” shall mean Class Members who were subscribers of Comcast during the Class Period, but are no longer subscribers of Comcast as of the date Notice is given to Class Members following Preliminary Approval by the Court.
- 2.16 “Notice” shall mean notification of the proposed Settlement as provided for in paragraph 4.
- 2.17 “Opt-Out Request” shall mean the request for exclusion that must be sent to the Claims Administrator and Class Counsel or Class Counsel’s designee as provided for in paragraph 6.

- 2.18 “Parties” shall collectively mean Comcast and Plaintiff, individually and as representative of the Philadelphia Settlement Class.
- 2.19 “Philadelphia Claims” shall mean all causes of action asserted by Plaintiff Stanford Glaberson and the putative Philadelphia Class in the Action.
- 2.20 “Philadelphia Settlement Class” shall mean the class to be certified by the Court pursuant to this Settlement Agreement solely for the purpose of effectuating this Settlement Agreement, as provided for and defined in paragraph 3.1.
- 2.21 “Plaintiff” shall mean Plaintiff Stanford Glaberson.
- 2.22 “Preliminary Approval” shall mean the Court’s order preliminarily approving this Settlement Agreement without any modification, effective on the date of entry of the Preliminary Approval Order, a proposed form of which is attached as Exhibit “C” to this Agreement.
- 2.23 “Released Claims” shall mean the claims released pursuant to paragraph 9.1 of this Settlement Agreement.
- 2.24 “Settlement Cash Amount” shall mean the amount set forth in paragraph 8.1 of this Settlement Agreement that is designated for payment under this Settlement Agreement in cash.
- 2.25 “Settlement Credits” shall mean the services available to Current Subscribers as defined in paragraph 8.1 of this Settlement Agreement.
- 2.26 “Settlement Fund” shall mean the Settlement Cash Amount plus the amount of Settlement Credits.

COVENANTS AND RELEASES

In consideration of the premises and mutual promises, covenants, and warranties contained in this Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties now acknowledge, the Parties, intending to be legally bound, agree as follows:

3. CLASS CERTIFICATION AND PRELIMINARY APPROVAL

3.1 Comcast agrees that the Philadelphia Settlement Class should be certified solely for the purpose of settling, pursuant to this Settlement Agreement, the Philadelphia Claims asserted in the Action. The Parties have agreed that the Philadelphia Settlement Class shall be:

All cable television customers who 1) currently subscribe or 2) previously subscribed at any time from January 1, 2003 to December 31, 2008, to video programming services (other than solely to basic cable services) from Comcast, or any of its subsidiaries or affiliates, in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania. The Class excludes governmental entities, Defendants, Defendants' subsidiaries and affiliates and this Court.

provided, however, that in the event that this Agreement is not approved by the Court, or the class relief set forth in paragraph 8 is changed in any way or if this Agreement is terminated pursuant to paragraph 10, the certification of the Philadelphia Settlement Class shall, at the election of Plaintiff or Comcast, become null and void and have no further force and effect whatsoever, unless otherwise agreed to by the Parties, and the Parties shall be restored without prejudice to their respective positions as if the Settlement and application for its approval had not been made. If the Court refuses to approve the Settlement Agreement, or if the Court's order approving the Settlement is reversed on appeal, or if pursuant to an appeal the class relief set forth in paragraph 8 is changed in any way, and as a result the Agreement is terminated as provided for in paragraph 10, the Settlement Agreement and any negotiations, statements, communications, or proceedings relating thereto, and the fact that the Philadelphia Settlement Class and Comcast agreed to the

Settlement, shall be without prejudice to the rights of the Philadelphia Settlement Class, Plaintiff, or Comcast, shall not be used for any purpose whatsoever in any subsequent proceeding in this action or any other action (other than an action to enforce his Agreement) in any court or tribunal, and shall not be construed as an admission or concession by any Party of any fact, matter, allegation, or contention. To that end, each Party shall not forfeit or waive any factual or legal defense or contention in the Action in the event the Settlement is terminated. The Parties further agree to jointly move the Court to vacate all Orders issued pursuant to the Settlement in the event that the Settlement is terminated.

3.2 Plaintiff and Class Counsel agree to recommend approval of this Agreement by the Court and to recommend participation in the Settlement by members of the Philadelphia Settlement Class. Unless otherwise terminated as provided herein, the Parties agree to undertake their best efforts and cooperate with each other, including any and all steps and efforts that may become necessary by order of the Court or otherwise, to effectuate the terms and purposes of this Settlement Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to an order approving the Settlement.

3.3 Within twenty (20) business days after the Execution Date of this Agreement, Plaintiff shall submit to the Court a motion requesting entry of an order preliminarily approving the settlement and staying all proceedings concerning the Philadelphia Claims, and Comcast shall not object to said motion.

4. NOTICE OF PROPOSED SETTLEMENT

4.1 Following Preliminary Approval of this Settlement Agreement, the Parties shall provide Notice of the proposed Settlement as required by Federal Rule of Civil Procedure 23(e)

and as required by the Court. The Parties will recommend to the Court that the Notice be provided as follows:

- 4.1.1 Comcast will provide notice of the proposed Settlement to Current Subscribers in their monthly bill. A summary notice shall be given to all Current Subscribers by including in one complete billing cycle of Comcast bills either a “notice insert” in a form substantially similar to Exhibit “D” or an email in a form substantially similar to Exhibit “E” for Current Subscribers who receive paperless invoices. The summary notice will direct Current Subscribers to a Settlement website that will have a more complete explanation of the Settlement terms. Comcast agrees to manage the process of providing mailed or emailed notice to Current Subscribers in their monthly bills and bear the costs of providing such notice.
- 4.1.2 Notice of the proposed Settlement will be provided to Former Subscribers by publication of a notice in the newspaper(s) or magazine(s) detailed in Exhibit “F” and on television stations. Class Counsel agrees to manage the process of providing publication notice to Former Subscribers and bear the costs of providing such notice. Comcast shall have the right to make reasonable objection to the timing and placement of any televised notice. If Comcast’s objection remains after conferring with Class Counsel, either Plaintiff or Comcast may promptly bring the issue to the attention of the Court, which will have final say over the objection.
- 4.1.3 Notice also shall be provided to Class Members by establishing an Internet Settlement website at www.cablesettlement.com within thirty (30) days of

Preliminary Approval that will display, *inter alia*, the following: (i) a Notice in a form substantially similar to Exhibit “G”; (ii) contact information for Class Counsel, in the form of firm name, attorney name, a phone number, address, e-mail address, and website address; (iii) a complete copy of the Settlement Agreement; (iv) frequently asked questions; and (v) Claim Forms for Current Subscribers and Former Subscribers that can be submitted electronically. Class Counsel agrees to manage the process of providing website notice and bear the costs of providing such notice.

4.2 The Parties will use reasonable efforts to ensure that the summary notice (as referred to in subparagraph 4.1.1) is mailed or emailed to Current Subscribers as soon as administratively feasible and in any event within one hundred and twenty (120) days of Preliminary Approval of this Settlement Agreement and that the publication notice to Former Subscribers (as referred to in subparagraph 4.1.2) begins publication as soon as administratively feasible and in any event within one hundred twenty (120) days of Preliminary Approval.

4.3 Other than the notices provided for by this paragraph, the Parties will make no other effort to publish or disseminate any notice of this Settlement or its terms without the approval of the other Parties or that of the Court. Class Counsel and their co-counsel may also publish the notice and information about the Settlement Agreement, as well as a link to the Settlement website, on their respective firm’s websites. Additionally, Class Counsel and their co-counsel may advise Plaintiff and class members of the terms of the Settlement Agreement and provide assistance in the making of claims thereunder, so long as the communications are consistent with the terms of the Settlement Agreement and its related document, such as the class notice and Claim Form.

5. COST OF ADMINISTRATION

5.1 The cost of providing the notices to Current Subscribers as set forth in paragraph 4.1.1 shall be paid by Comcast.

5.2 The cost of providing the notices to Former Subscribers as set forth in paragraph 4.1.2 shall be paid by Class Counsel.

5.3 The cost of providing the notices to Class Members as set forth in paragraph 4.1.3 shall be paid by Class Counsel.

5.4 The cost incurred by the Claims Administrator in administering this Settlement Agreement (“Administration Costs”), exclusive of any legal fees incurred by the Parties, shall be paid from the Settlement Fund in paragraph 8.1 below.

6. OPT-OUT AND OBJECTION PROCEDURES

6.1 Class Members who want to be excluded from the Philadelphia Settlement Class must send a written request for exclusion (“Opt-Out Request”) to the Claims Administrator and to Class Counsel or Class Counsel’s designee, within one hundred and eighty (180) days of Preliminary Approval.

6.2 Class Counsel, or its designee, shall file a Notice of Class Action Opt-Outs, listing the names of all persons or entities who submitted an Opt-Out Request, within 21 days after the deadline by which all opt-out requests must be postmarked.

6.3 Only those Class Members who complete a valid Claim Form will receive the credits or other compensation described herein (except that Current Subscribers who do not complete a valid Claim Form or who do not affirmatively elect cash or Settlement Credits on a Claim Form will automatically receive two (2) free months of The Movie Channel (an estimated \$43.90 value) as set forth in paragraph 8.2.1). Comcast will have the option to terminate the

Settlement in its sole discretion if more than four percent (4%) of the Philadelphia Settlement Class opts out of this Settlement.

6.4 In order to be considered by the Court, any objection to the Settlement Agreement must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the Lawsuit: *Glaberson v. Comcast Corp.*, Case No. 03-6604 (E.D. Pa.); (iii) state the reasons for the objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the objector intends to offer in support of the objection; (v) be signed by the objector; and (vi) be filed with the Court and served upon Class Counsel and counsel for Comcast within one hundred and eighty (180) days of Preliminary Approval.

7. FINAL COURT APPROVAL

7.1 No later than one hundred and fifty (150) days after Preliminary Approval, the Plaintiff shall move for the Court's final approval of this Settlement, and agrees to use his best efforts to obtain such approval ("Final Approval Hearing"). At the Final Approval Hearing, the Parties shall petition the Court to enter a Final Judgment in substantially the form attached hereto as Exhibit "H" which shall, *inter alia*, dismiss with prejudice the Philadelphia Claims against Comcast. If any person appeals the Court's order of final approval of the Settlement, the Parties will use their respective best efforts to defeat the appeal.

8. CLASS RELIEF

The Parties agree as follows:

8.1 Comcast will provide a Settlement Fund of fifty million dollars (\$50,000,000) in cash and services to the Philadelphia Settlement Class. Subject to paragraphs 8.2 through 8.8 below, the Settlement Fund shall be comprised of (1) sixteen million six hundred and seventy thousand dollars (\$16,670,000) cash (the "Settlement Cash Amount"), and (2) services valued at

thirty-three million three hundred and thirty thousand dollars (\$33,330,000) (the “Settlement Credits”). There will be no reverter of any portion of the Settlement Fund to Comcast.

8.2 Current Subscribers: Current Subscribers will be entitled to elect in their Claim Form either a one-time credit of fifteen dollars (\$15) off their bill – which will be considered a cash election for purposes of paragraph 8.7 – or Settlement Credits redeemable for Comcast services as follows:

- (a) six free pay-per-view movies (an estimated \$35.94 value); or
- (b) for customers who also subscribe to Xfinity® high speed internet service, four months free upgrade in Internet service from Performance Level to Blast!® service (an estimated \$40 value); or one free month upgrade from Blast!® service to Extreme 105 service (an estimated \$38 value); or
- (c) two (2) free months of The Movie Channel (an estimated \$43.90 value).

8.2.1 The Settlement Credits will be valid for one year after their issuance, after which they expire by their own terms. Current Subscribers who do not affirmatively elect cash or Settlement Credits for any of the services listed in paragraph 8.2 above in their Claim Form will automatically receive two (2) free months of The Movie Channel (an estimated \$43.90 value) without the necessity of submitting a timely Claim Form.

8.2.2 Any Claimant relief elected in paragraph 8.2 which constitutes an upgrade in a customer’s current service (such as The Movie Channel or Xfinity® high speed internet service) will automatically end after the period of time specified in the relevant subparagraph of paragraph 8.2 and the customer’s

subscription will return to the previous service level, unless the customer makes an affirmative election to continue at the higher service level and pay the regular subscription rate for that service level.

8.2.3 Different pay-per-view movies have different actual values, so the value listed next to each pay-per-view option above is an estimate determined by the total potential value (*i.e.*, value of pay-per-view movies based off of cost per rental of a high-definition movie). Therefore, the actual compensation received by a Claimant will vary based upon the Claimant's pay-per-view selection.

8.3 Former Subscribers: Class Members who are not Current Subscribers will be entitled, upon submission of a valid Claim Form, to payment of fifteen dollars (\$15) cash.

8.4 Reversion to Settlement Fund: The compensation provided for in subparagraphs 8.2 and 8.3 shall only be used as provided for in this Agreement, and is not transferable. Any funds represented by a settlement check will revert back to the Settlement Fund if the check is not cashed within one hundred and eighty (180) days of issuance. Checks will be invalid one hundred and eighty (180) days after issuance and will state so on their face.

8.5 Provision of Credits and Other Relief: Comcast will pay any cash amounts and issue any Settlement Credits pursuant to paragraphs 8.2 and 8.3 as soon as administratively feasible and in any event no later than one hundred twenty (120) days after the Effective Date.

8.6 Plaintiff's Counsel's Fees: Class Counsel shall file a motion for approval of attorneys' fees and costs no later thirty (30) days after Preliminary Approval and agree not to seek an award of attorneys' fees and costs in excess of the sum of fifteen million dollars and no cents (\$15,000,000) (the "Attorneys' Fees Sum"). The Attorneys' Fees Sum shall be paid from the

Settlement Fund in accordance with wiring instructions to be provided by Plaintiff's Counsel David Woodward of Heins, Mills & Olson P.L.C. and Barry Barnett of Susman Godfrey L.L.P. within 30 days of the Effective Date. Comcast's agreement to this Settlement Agreement is expressly conditioned on the Attorneys' Fees Sum being capped at fifteen million dollars (\$15,000,000). Class Lead Counsel is responsible to make payments as necessary in their discretion to any other Class Counsel who have been involved in the Action.

8.7 Monetization of Services: In the event that valid cash elections by Current Subscribers, valid claims by Former Subscribers, the Attorneys' Fees Sum, and Administration Costs in the aggregate exceed the Settlement Cash Amount, Comcast shall contribute additional cash to the Settlement Fund to fund such amounts, and the amount of Settlement Credits to Current Subscribers shall be correspondingly reduced, such that the total value of the Settlement Fund does not exceed fifty million dollars (\$50,000,000). In the event that valid cash elections by Current Subscribers, valid claims by Former Subscribers, the Attorneys' Fees Sum, and Administration Costs in the aggregate are less than the Settlement Cash Amount, Comcast shall pay the remaining cash pro rata to Current Subscribers by issuing a one-time credit off their bill.

8.8 Administration of Claims

8.8.1 In order to make the election provided for in paragraph 8.2, each Class Member who is a Current Subscriber shall submit a Claim Form, substantially in the form of Exhibit "A" including: (a) their name; (b) the address where they currently receive service from Comcast; and (c) their Comcast account number.

8.8.2 In order to participate in the Settlement, each Class Member who is a Former Subscriber shall submit a Claim Form, substantially in the form of

Exhibit “B” including: (a) their name; (b) the address where they formerly received service from Comcast during the Class Period; (c) their former Comcast account number if known; and (d) affirming, under penalty of perjury, that they subscribed to video programming services (other than solely to basic cable services) from Comcast between January 1, 2003 and December 31, 2008 in any one of the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania.

- 8.8.3 All Claimants shall affirm, under penalty of perjury, that they are a member of the Philadelphia Settlement Class. A website will be established for the submission of electronic Claim Forms. Claim Forms may also be submitted by mail. All representations made in Claim Forms will be subject to verification through records of Comcast.
- 8.8.4 Claim Forms will be sent to the Claims Administrator and must be received by the Claims Administrator and/or postmarked no later than two hundred ten (210) days after Preliminary Approval.
- 8.8.5 Subject to Court approval, before distribution of the Settlement consideration to the Philadelphia Settlement Class, Comcast will provide Class Counsel and the Claims Administrator with a list of claims that, based on its records, Comcast deems invalid. The list will briefly explain why Comcast deems each claim invalid. If, after meeting and conferring with Comcast, Class Counsel believes the challenged claims(s) is/are not invalid and should be paid, Class Counsel may promptly bring the issue(s) to the attention of the Court, which will have final say over the dispute.

8.8.6 The Parties agree to cooperate to establish and implement the necessary procedures in order for the Settlement benefits to be provided to Class Members in the most cost efficient way possible for all Parties.

9. RELEASES

9.1 All Class Members, on behalf of themselves individually and their current or former agents, employees, predecessors, successors, heirs, and assigns, do hereby voluntarily and knowingly agree to fully, finally, and unconditionally release, discharge and hold harmless Comcast, its respective parents, subsidiaries, predecessors-in-interest or title, successors-in-interest or title, affiliates, past or present members, limited and general partners, shareholders, directors, officers, employees, current and former employees, officers, principals, executives, members, managers, agents, attorneys, and representatives from any and all claims, demands, actions, suits, and causes of action relating to the conduct alleged in the Action whatsoever that have been brought or could have been brought, are currently pending or were pending, whether known or unknown, suspected or unsuspected, matured or unmatured, asserted or unasserted, under or pursuant to any legal authority including but not limited to any statute, regulation, common law or equity, that arise or relate in any way, directly or indirectly, to both (a) the conduct alleged in the Action and (b) (i) the claims or issues actually raised or which could have been raised in the Action by Plaintiff or the Philadelphia Settlement Class including without limitation the Philadelphia Claims; or (ii) the facts alleged in the Action by Plaintiff or the Philadelphia Settlement Class; or (iii) the purchase or use by any Class Member of video programming services from Comcast (other than solely basic cable services) from the beginning of the Class Period until the Effective Date but excluding any claim based on standard commercial disputes arising in the ordinary course of business under contracts or commercial relations (collectively, the “Released Claims”).

9.2 Unknown, Unaccrued, or Unsuspected Claims. All Class Members intend to grant a full, general, and unconditional release of all Released Claims, whether or not they have knowledge of the existence of any such Released Claims, or of any fact which would give rise to, or support, any such Released Claims, and irrespective of whether the facts presently known to them are correct or complete. Each Party acknowledges that claims may exist against another Party or its affiliates, which claims are covered by the terms of this release, the nature of which has not yet been discovered. Each Party acknowledges that it may have underestimated, in the amount or severity, presently existing claims against another Party or its affiliates. It is expressly understood and agreed that the possibility that such claims exist, being known and understood, was explicitly taken into account by each Party in determining whether there was adequate consideration in exchange for entering into this Agreement and a portion of that consideration, having been bargained for between the Parties with knowledge of the possibility of such unknown claims, was given in exchange for full accord, satisfaction, and discharge of all such claims. This release is intended to be, and remain in effect as, a full and complete general release, notwithstanding the discovery or existence of different or additional facts, of the Released Claims.

9.3 The Parties expressly waive all rights under any applicable or non-applicable statute or other provision limiting the release of claims by a person or entity that are not known or suspected to exist in such person's or entity's favor at the time of executing the release and which if known or suspected would have materially affected such person's or entity's decision whether or not to enter into such release. The waiver of any or all statutory or common law rights is not an acknowledgement that any or all these state laws govern this Agreement.

9.4 Upon the Effective Date of this Settlement Agreement, each member of the Philadelphia Settlement Class who has not timely and properly excluded himself or herself by opting out of the Philadelphia Settlement Class shall be deemed to have given this release.

9.5 Class Members agree that this Settlement Agreement shall be construed to be, and is, a covenant by Plaintiff and all other members of the Philadelphia Settlement Class, for themselves, their affiliates, agents, successors, and assigns, not to sue, institute, or instigate any legal, equitable, or administrative investigation or proceedings against Comcast for any Released Claims. Plaintiff and all members of the Philadelphia Settlement Class agree and acknowledge that the covenants not to sue in this Settlement Agreement are made to inure to the benefit of, and are specifically enforceable by, Comcast, their respective parents, subsidiaries, agents, employees, representatives, directors, officers, affiliates, heirs, executors, predecessors, successors, and assigns. Upon the Effective Date, each member of the Philadelphia Settlement Class who has not timely and properly excluded himself or herself by opting out of the Philadelphia Settlement Class shall be deemed to have made the covenants.

9.6 Plaintiff represents and warrants that he and the other Class Members are the current legal and beneficial owners of the Released Claims and that neither he nor any of the Class Members has assigned, pledged, or contracted to assign or pledge any such Released Claim to any person, other than his attorneys in connection with contingent fee agreements. All claims that Class Members have assigned or pledged to their attorneys, or contracted to assign or pledge to their attorneys, are released to the same extent as the Released Claims.

9.7 Plaintiff warrants and represents that he has asserted no claim in the Action except those that he owns, that he can provide a complete resolution of his claims in the Action, and that

no part of Plaintiff's or the Philadelphia Settlement Class's Released Claims in the Action against Comcast will remain viable after the dismissal of the Action.

9.8 The terms of the release and covenants provided and effectuated by this Settlement Agreement are to be broadly construed in favor of a complete resolution of all claims relating to the conduct alleged in the Action that were actually raised in or could have been raised by Plaintiff or the Philadelphia Settlement Class in the Action, including without limitation the Philadelphia Claims.

9.9 Notwithstanding any provision in this Settlement Agreement to the contrary, nothing in this Settlement Agreement shall release any Party of his, her, or its respective obligations under this Agreement or otherwise preclude any Party from filing an action against another Party for the purpose of enforcing his, her, or its rights under this Agreement.

9.10 Consistent with the general release of these claims, Plaintiff agrees not to institute any federal, state, territorial, or private regulatory, administrative, legal, or other proceeding, investigation, inquiry, examination, or review related to the Released Claims, except to the extent required by law.

10. TERMINATION OF SETTLEMENT AGREEMENT

In the event that the Court or any appellate or other court enters an order altering this Settlement Agreement in a way that either Party believes, in its sole discretion, materially and adversely affects its interests, the affected Party may, within ten (10) days from the entry of such order, void this Settlement Agreement on such grounds.

11. NO ADMISSION OF LIABILITY

11.1 The Settlement reached in this Settlement Agreement is made only to compromise and settle the Action between Plaintiff and the Philadelphia Settlement Class on the one hand, and

Comcast, on the other hand, without further litigation and should in no way be construed as an admission of liability or wrongdoing of any kind by Comcast. Rather, Comcast denies any wrongdoing or liability. This Settlement is intended to resolve claims disputed as to both the facts and the law, and each Party has relied upon its own employees' and counsel's advice and work in entering into this Settlement Agreement and not the advice or work of any other Party's employees or counsel. No Party to the Settlement Agreement, and no one in privity with them, may argue before any court, agency, or other forum that the Settlement shows or evidences an admission by Comcast that it violated any law or legal obligation. Neither this Settlement Agreement nor any of the negotiations connected with it may be offered or received in evidence for any purpose other than for purposes of the proceedings to approve this Settlement Agreement and to obtain dismissal of the Action or to otherwise enforce this Settlement Agreement.

12. GENERAL PROVISIONS

12.1 Modifications. Comcast and Class Lead Counsel may agree by written amendment to modify the provisions of this Settlement Agreement as they deem necessary to effectuate the intent of the Settlement Agreement, provided, however, that they may make no agreement that reduces or impairs the benefits to any Philadelphia Settlement Class Member without approval by the Court.

12.2 No Oral Modifications. No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Agreement shall be valid unless in writing and executed by all Parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision. Each Party warrants that he, she, or it has not relied on any promises or representations outside of this Agreement.

12.3 Binding Effect of Settlement Agreement. The terms and provisions of this Settlement Agreement shall be binding upon, and inure to the benefit of, each of the Parties and each of their respective successors, heirs, and assigns.

12.4 Multiple Originals/Counterparts. This Settlement Agreement, including Exhibits, may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. A facsimile or a PDF copy of a signature page shall be acceptable in the absence of an original signature page.

12.5 Authority of Persons Signing Settlement Agreement. Counsel executing this document for the Parties represent and warrant that they do so with full authority to bind each such Party and their co-counsel to the terms and provisions in this Agreement. Further, Class Counsel individually represent to Comcast that they are in agreement as to the fairness and adequacy of the Settlement.

12.6 Entire Settlement Agreement. This Settlement Agreement is the entire agreement and understanding among each of the Parties relating to this subject matter and supersedes all prior proposals, negotiations, agreements, and understandings between the Parties. All negotiations, understandings, conversations, and communications are merged into this Agreement and have no force and effect other than as expressed in the text of this Agreement. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding respecting any part or all of the subject matter of this Settlement Agreement has been made or relied on except to the extent expressly set forth in this Settlement Agreement.

12.7 Governing Law and Venue and Jurisdiction. This Settlement Agreement shall be governed, construed by and follow the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for all proceedings in connection with this Settlement Agreement, or arising as a result of any matter relating to this Settlement, or addressed in this Settlement Agreement, shall be in the United States District Court for the Eastern District of Pennsylvania under the caption and case number of this litigation.

12.8 Enforcement of Agreement. Each Party hereby irrevocably submits to the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Pennsylvania for any suit, action, proceeding, case, controversy, or dispute arising in the United States and relating to this Agreement and/or Exhibits hereto and negotiation, performance, or breach of same.

12.9 Voluntary Agreement and Consultation With Counsel. The Parties represent and acknowledge: (a) they have read this Settlement Agreement; (b) they have made such investigation of the matters pertaining to this Settlement Agreement as they deem necessary and find the terms of this Settlement Agreement to be satisfactory; (c) they understand all of this Settlement Agreement's terms; (d) they execute this Settlement Agreement freely, voluntarily, and without coercion, with full knowledge of its significance and the legal consequences thereof; and (e) they have consulted legal counsel and have had an adequate opportunity to review and consider the terms of this Settlement Agreement. Furthermore, the Parties agree that no fiduciary relationship exists among them, and no Party is dependent upon any other Party for knowledge, advice, guidance, financial support, or the ability to knowingly and independently enter into this Agreement.

12.10 Further Assurances. Each Party shall undertake good faith efforts to perform any and all of that Party's obligations under this Settlement Agreement. In this connection, each Party

shall take any and all actions, and execute, have acknowledged and deliver any and all further documents that one or more other Parties may reasonably request to effectuate the intents and purposes of this Settlement Agreement.

12.11 Time Frames. The Parties recognize that additional time might be required in order to accomplish the actions or tasks provided for by the Settlement Agreement. In the event that a Party is unable to accomplish any task within the allotted time, the other Parties agree to a reasonable extension of time.

12.12 Costs. Other than the specific attorneys' fees and costs provided for in this Settlement Agreement, the Parties hereby each agree to bear their own attorneys' fees, costs, and expenses, including but not limited to expert witness fees and expenses, incurred in connection with the Action and this Settlement Agreement.

12.13 Effect of Invalidity/Severability. Wherever possible, each provision of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision should be prohibited or invalidated under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or other provisions of this Settlement Agreement.

12.14 Notices. All notices required or permitted hereunder shall be in writing and shall be sent via facsimile and Federal Express (or other overnight courier) and addressed as follows:

If to Comcast: M. Norman Goldberger, Esq.
Ballard Spahr, LLP
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 665-8500
Facsimile: (215) 864-8999

Arthur J. Burke, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue

New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 450-3800

Sheron Korpus, Esq.
Kasowitz Benson Torres & Friedman LLP
1633 Broadway
New York, New York 10019
Telephone: (212) 506-1700
Facsimile: (212) 506-1800

If to Plaintiff: David Woodward, Esq.
Heins Mills & Olson, P.L.C.
310 Clifton Avenue
Minneapolis, MN 55403
Telephone: (612) 338-4605
Facsimile: (612) 338-4692

Barry Barnett, Esq.
Susman Godfrey L.L.P
901 Main Street, Suite 5100
Dallas, Texas 75202-3775
Telephone: (214) 754-1900
Facsimile: (214) 754-1933

12.15 Confidentiality/Non-Disparagement. The Parties agree that any non-public facts or circumstances concerning this Action, the Philadelphia Claims, and the terms and conditions of this Settlement Agreement shall be kept strictly confidential among the Parties and their counsel, except as provided in paragraph 4.3, and are not to be revealed to any other person or entity, except as may be necessary to comply with applicable law, including Rule 5.6(b) of the ABA's Model Rules of Professional Conduct and any similar rules that may apply to counsel, and to implement this Settlement Agreement. Subject to paragraph 4.3, *supra*, no Party will make any press release or other form of public announcement regarding the Settlement other than what the Court orders in connection with class notice. The Parties further agree that they will keep confidential their dealings and opinions about each other with respect to the Action and the Settlement thereof, and that they will not make any disparaging statements about the other with

respect to the Action and the Settlement thereof, or imply that any Party prevailed over any other Party in connection with the claims which are the subject of this Agreement. The Parties and their counsel reserve the right to speak or write publicly about the Settlement in the context of developments in the law, but in doing so counsel shall refrain from speaking negatively about the Parties and in doing so will not otherwise address the merits of the Action. The Parties further agree this paragraph is an essential and material term of this Agreement and, without it, no Settlement would have been reached.

12.16 No Obligation to Third Parties. Except for the Parties to this Agreement and as otherwise provided herein, no person is intended to be a beneficiary of any provision of this Agreement and, accordingly, there shall be no third party beneficiaries of this Agreement.

12.17 Default. If any Party defaults upon any provision of this Agreement, a Party shall have the right to enforce the agreement in this Court, which shall retain jurisdiction to enforce this Agreement, and obtain from the defaulted Party all reasonable attorneys' fees, court costs, and litigation expenses, including but not limited to expert witness fees and expenses, to enforce the Agreement.

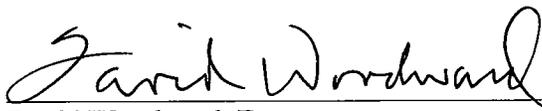
12.18 Effectiveness of Agreement. This Settlement Agreement shall be effective upon the signing of the Agreement by all of the persons whose signature is included on a signature page of this Agreement.

IN WITNESS WHEREOF, each Party hereto has approved and executed this Class Action Settlement Agreement and General Release on the date set forth below.

Signature Pages

FOR PLAINTIFFS

Stanford Glaberson, individually and
as representative of others similarly situated



David Woodward, Esq.
Co-Lead Counsel for Plaintiff
and the Settlement Class

Dated: October 28, 2014

Barry Barnett, Esq.
Co-Lead Counsel for Plaintiff
and the Settlement Class

Dated: October 28, 2014

FOR DEFENDANTS

Comcast Corporation, Comcast Holdings
Corporation, Comcast Cable Communications
Inc., Comcast Cable Communications Holdings
Inc. and Comcast Cable Holdings LLC

Arthur R. Block, Esq.
Senior Vice President, General Counsel
and Secretary

Dated: October 28, 2014

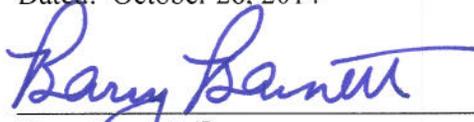
Signature Pages

FOR PLAINTIFFS

Stanford Glaberson, individually and
as representative of others similarly situated

David Woodward, Esq.
Co-Lead Counsel for Plaintiff
and the Settlement Class

Dated: October 28, 2014



Barry Barnett, Esq.
Co-Lead Counsel for Plaintiff
and the Settlement Class

Dated: October 28, 2014

FOR DEFENDANTS

Comcast Corporation, Comcast Holdings
Corporation, Comcast Cable Communications
Inc., Comcast Cable Communications Holdings
Inc. and Comcast Cable Holdings LLC

Arthur R. Block, Esq.
Senior Vice President, General Counsel
and Secretary

Dated: October 28, 2014

Signature Pages

FOR PLAINTIFFS

Stanford Glaberson, individually and
as representative of others similarly situated

David Woodward, Esq.
Co-Lead Counsel for Plaintiff
and the Settlement Class

Dated: October 28, 2014

Barry Barnett, Esq.
Co-Lead Counsel for Plaintiff
and the Settlement Class

Dated: October 28, 2014

FOR DEFENDANTS

Comcast Corporation, Comcast Holdings
Corporation, Comcast Cable Communications
Inc., Comcast Cable Communications Holdings
Inc. and Comcast Cable Holdings LLC



Arthur R. Block, Esq.
Senior Vice President, General Counsel
and Secretary

Dated: October 28, 2014

EXHIBIT A

CURRENT COMCAST SUBSCRIBERS CLAIM FORM

To receive a payment, you must accurately complete this Claim Form and submit it, postmarked, no later than **Month XX, 2015**. Claim Forms may be submitted online at www.CableSettlement.com or by mail to: [ADDRESS].

PART 1: CLASS MEMBER INFORMATION

Please enter your current contact information.

Last Name (or Business Name if Applicable)	MI	First Name
Mailing Address		
City	State	Zip Code
Current Telephone Number _____-_____-_____	Email Address	

PART 2: SUBSCRIPTION INFORMATION

Please enter the information about your Comcast subscription.

Service Address (where you receive Comcast service, if different than Mailing Address)		
City	State	Zip Code
Comcast Account Number		

PART 3: SELECTION OF BENEFIT

Choose a service benefit from a list of five options. If you are an eligible Current Subscriber and you do not select an option below, you will automatically receive two free months of The Movie Channel™ (an estimated \$43.90 value).¹ The Settlement Credits will be valid for the duration indicated below, after which they expire. Additional equipment may be required to receive one or more of the options listed below and will be provided free.

If you are a Current Subscriber, choose **one** of the following options:

- A one-time credit of \$15 off your bill; **or**
- Six free pay-per-view movies (an estimated \$35.94 value); **or**
- Four months free upgrade in Internet service from Performance Level to Blast!® service (an estimated \$40 value). This is only available to customers who subscribe to Xfinity® high speed internet service;² **or**
- One free month upgrade from Blast!® service to Extreme 105 service (an estimated \$38 value). This is only available to customers who subscribe to Xfinity® high speed internet service;³ **or**

¹ The Movie Channel™ offers certain content that may have an “R” rating.

² A modem upgrade may be required to receive this service; if so, such upgrade will be provided at no cost to you.

³ See footnote 2.

**CLAIM FORMS MAY BE FILED ONLINE AT WWW.CABLESETTLEMENT.COM
QUESTIONS? CALL 1-800-000-0000**

- ❑ Two free months of The Movie Channel™ (an estimated \$43.90 value).

PART 4: SIGN AND DATE YOUR CLAIM FORM

Print your name and sign and date the Claim Form.

I declare, under penalty of perjury, that: (1) I am a member of the class; (2) I am a Current Subscriber of Comcast's cable service (other than only to basic service) in one of the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania; and (3) the information provided in this claim form is true and correct.

Print Name	Signature	Date (MM/DD/YY)
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EXHIBIT B

FORMER COMCAST SUBSCRIBERS CLAIM FORM

To receive a payment, you must accurately complete this Claim Form and submit it, postmarked, no later than **Month XX, 2015**. Claim Forms may be submitted online at www.CableSettlement.com or by mail to: [ADDRESS].

PART 1: CLASS MEMBER INFORMATION

Please enter your current contact information.

Last Name (or Business Name if Applicable)	MI	First Name
Mailing Address		
City	State	Zip Code
Current Telephone Number _____-_____-_____	Email Address	

PART 2: SUBSCRIPTION INFORMATION

Please enter the information about your former Comcast subscription.

Service Address (where you received Comcast service during the Class Period, if different than Mailing Address)		
City	State	Zip Code
Comcast Account Number (if known)		
Approximate Dates of Comcast Service (if known)		

PART 3: SIGN YOUR CLAIM FORM

Print your name and sign and date the Claim Form.

I declare, under penalty of perjury, that: (1) I am a member of the class, (2) I am a Former Subscriber of Comcast's cable services (other than only basic cable) at any time between January 1, 2003 and December 31, 2008 in Bucks, Chester, Delaware, Montgomery or Philadelphia County, Pennsylvania, and (3) the information provided in this claim form is true and correct.

Print Name	Signature	Date (MM/DD/YY)
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**CLAIM FORMS MAY BE FILED ONLINE AT WWW.CABLESETTLEMENT.COM
QUESTIONS? CALL 1-800-000-0000**

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

STANFORD GLABERSON, <i>et. al.</i> ,)	
)	
Plaintiffs,)	Civil Action No. 03-6604(JP)
v.)	
COMCAST CORPORATION, <i>et. al.</i> ,)	The Honorable John R. Padova
)	
Defendants.)	
)	

**[PROPOSED] ORDER CERTIFYING A SETTLEMENT CLASS AND PRELIMINARILY
APPROVING CLASS ACTION SETTLEMENT AGREEMENT**

Upon review and consideration of the Settlement Agreement, dated October 28, 2014, and Plaintiff’s Motion for Certification of a Settlement Class and Preliminary Approval of Class Action Settlement and supporting memorandum of law, this Court hereby FINDS and ORDERS as follows:

I. BACKGROUND

A. Plaintiffs’ Claims

1. On December 8, 2003, Plaintiff Stanford Glaberson and other plaintiffs filed a class action complaint in this Court currently captioned *Glaberson v. Comcast Corp.*, No. 2:03-cv-06604-JP (E.D. Pa.) (the “Action”) on behalf of subscribers who had subscribed to Comcast’s video programming services (other than solely to basic cable services) in sixteen counties in Pennsylvania, New Jersey and Delaware. The Action alleged that Defendants Comcast Corporation, Comcast Holdings Corporation, Comcast Cable Communications Inc., Comcast Cable Communications Holdings Inc. and Comcast Cable Holdings LLC (collectively “Comcast”) had, *inter alia*, unlawfully divided and allocated markets and engaged in other conduct in violation of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 & 2) in the Philadelphia, Pennsylvania area that reduced and deterred overbuilder competition and allegedly caused Plaintiff and the putative

class to pay supracompetitive prices. Plaintiff and other putative class representatives filed an Amended Class Action Complaint on February 20, 2004, a Second Amended Class Action Complaint on May 17, 2004, and a Third Amended Consolidated Class Action Complaint on May 23, 2006, alleging in each that Defendants had also unlawfully divided and allocated markets and engaged in other conduct in violation of Sections 1 and 2 of the Sherman Act in the Chicago, Illinois area and asserting claims on behalf of two classes (a “Philadelphia Class” and a “Chicago Class”) for treble damages and injunctive relief. On April 15, 2014, the claims on behalf of the Chicago Class were withdrawn. On April 16, 2014, Plaintiff filed the currently operative Fourth Amended Class Action Complaint (the “Complaint”) alleging similar claims solely on behalf of a revised Philadelphia Settlement Class (as further defined below) consisting of Comcast subscribers in five counties in Pennsylvania.

2. Comcast has denied Plaintiff’s allegations regarding liability, has denied Plaintiff’s and the Philadelphia Settlement Class’s entitlement to damages or any other relief and has asserted numerous defenses. Comcast contends that its conduct was at all times lawful and caused no harm to competition, the public, Plaintiff, or the members of the Philadelphia Settlement Class.

3. The Settlement proposed here was reached after arm’s-length negotiations occurring over the course of several years, including multiple mediation sessions before Professor Eric Green. Further, the Settlement was reached only after counsel litigated this case for more than a decade by: (a) engaging in extensive fact and expert discovery; (c) litigating two efforts by Plaintiff to certify a class in 2007 and 2010, including a full evidentiary hearing in connection with Plaintiff’s second effort at class certification and a successful appeal by Comcast to the United States Supreme Court; and (d) litigating Comcast’s motion for summary judgment, which was granted in part and denied in part in April 2012.

B. Plaintiffs' Pending Motion for Class Certification

4. When the parties entered into the Settlement, Plaintiff had moved for class certification of a smaller, revised Philadelphia Class. On November 12, 2013, the Court denied Comcast's motion to strike Plaintiff's motion to recertify a revised Philadelphia Class and permitted Comcast to file a substantive response to Plaintiff's motion. On January 15, 2014, Comcast opposed Plaintiff's motion for recertification of a revised Philadelphia Class and moved to exclude the opinions and testimony of Plaintiff's experts Dr. Michael A. Williams and Dr. James T. McClave. Comcast agrees that the Philadelphia Settlement Class should be certified solely for the purpose of settling the claims asserted in the Action by the Philadelphia Settlement Class.

II. [PROPOSED] FINDINGS WITH RESPECT TO CLASS CERTIFICATION

5. "A party seeking to maintain a class action 'must affirmatively demonstrate his compliance' with Rule 23." *Comcast Corp. v. Behrend*, 133 S. Ct. 1426, 1432 (2013) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. --, 131 S. Ct. 2541, 2551-52 (2011)). The Rule "'does not set forth a mere pleading standard.' Rather, a party must not only 'be prepared to prove that there are *in fact* sufficiently numerous parties, common questions of law or fact,' typicality of claims or defenses, and adequacy of representation, as required by Rule 23(a). The party must also satisfy through evidentiary proof at least one of the provisions of Rule 23(b)." *Id.* When confronted with a request for settlement only class certification, a court need not consider whether the case, if tried, would present intractable management problems, but must determine that all of the other requirements for class certification under Rule 23(a) and (b) are met. *Sullivan v. DB Invs., Inc.*, 667 F.3d 276, 322 n.56 (3d Cir. 2011).

A. Standards for Certification of a Settlement Class Under Fed. R. Civ. P. 23(a)

6. Rule 23(a) contains four threshold requirements – numerosity, commonality, typicality and adequacy. *Dukes*, 131 S. Ct. at 2548; *Sullivan*, 677 F.3d at 296; Fed. R. Civ. P. 23.

7. In determining whether the requirements of Rule 23 have been met, the Court may need to probe behind the pleadings to examine those aspects of the merits relevant to making the certification decision on an informed basis. *Comcast*, 133 S. Ct. at 1432. Class certification is only appropriate if “the trial court is satisfied, after a rigorous analysis, that the prerequisites ... have been satisfied.” *Dukes*, 131 S. Ct. at 2551; *Rodriguez v. Nat’l City Bank*, 726 F.3d 372 (3d Cir. 2013) (the Third Circuit’s “policy in favor of voluntary settlement does not alter the ‘rigorous analysis’ needed to ensure that the Rule 23 requirements are satisfied”).

8. After conducting the required analysis, the Court finds that certification of this Philadelphia Settlement Class is appropriate.

1. Numerosity

9. The parties agree that the number of persons who currently subscribe or who subscribed to Comcast’s video programming services (other than solely to basic cable service) between January 1, 2003 and December 31, 2008 in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania is at least 800,000. Accordingly, this Court finds the numerosity requirement is satisfied.

2. Commonality

10. Here, Plaintiff alleges, *inter alia*, that Comcast entered into a series of market allocating swap and acquisition agreements with other cable companies that caused all class members to be harmed by paying supracompetitive prices. Plaintiff further alleges that all class

members paid supracompetitive prices because of anticompetitive conduct. Accordingly, this Court finds the commonality requirement is satisfied.

3. Typicality

11. Plaintiffs allege, *inter alia*, that Comcast's swaps and acquisitions reduced and deterred overbuilder competition and enabled Comcast to raise prices to supracompetitive levels, thereby injuring all Class members in the same manner. Accordingly, this Court finds the typicality requirement is satisfied.

4. Adequacy of Representation

12. The adequacy requirement under Federal Rule of Civil Procedure 23(a)(4) has two requirements: (1) "the interests of the named plaintiffs must be sufficiently aligned with those of the absentees," and (2) "class counsel must be qualified and must serve the interests of the entire class." *Georgine v. Amchem Prods, Inc.*, 83 F.3d 610, 630 (3d Cir. 1996).

a. Absence of Conflict

13. Mr. Glaberson was a subscriber of video programming services from Comcast, other than solely basic cable services, during the relevant period from January 1, 2003 to December 31, 2008. Accordingly, there are no conflicts that would render the named Plaintiff an inadequate representative of the Class at large.

b. Qualification of Counsel

14. Co-Lead Class Counsel Barry Barnett, Esq. of Susman Godfrey L.L.P. and David Woodward, Esq. of Heins, Mills & Olson, P.L.C. have extensive experience and expertise in antitrust, class action, and complex civil litigation, and have successfully prosecuted antitrust class actions and other similar cases in courts in this district and throughout the United States, including,

for the last decade, this Action. Accordingly, this Court finds the adequacy of representation requirement is satisfied.

B. Requirements of Fed. R. Civ. P. 23(b)

15. Rule 23(b)(3) requires (1) common questions of law or fact predominate over individual questions; and (2) that a class action is superior to other available methods of adjudication.

1. Predominance

16. This Court finds the predominance requirement is satisfied for settlement purposes because common questions present a significant aspect of the case and can be resolved for all Class members in a single common judgment.

2. Superiority

17. The superiority requirement is satisfied here because a class action settlement will achieve economies for both the litigants and the Court, avoiding hundreds of thousands of individual adjudications. A class action is superior to other available methods for fairly and efficiently adjudicating this case.

18. Accordingly, this Court finds the superiority requirement is satisfied.

19. Accordingly, for all the foregoing reasons, the Court will certify the following Settlement Class under Federal Rule of Civil Procedure 23:

All cable television customers who 1) currently subscribe or 2) previously subscribed at any time from January 1, 2003 to December 31, 2008, to video programming services (other than solely to basic cable services) from Comcast, or any of its subsidiaries or affiliates, in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania. The Class excludes governmental entities, Defendants, Defendants' subsidiaries and affiliates and this Court.

20. This Court further appoints Plaintiff Stanford Glaberson as representative of the Settlement Class and appoints the following counsel as Co-Lead Class Counsel under Rule 23(g):

David Woodward, Esq.
Heins Mills & Olson, P.L.C.
310 Clifton Avenue
Minneapolis, MN 55403
Telephone: (612) 338-4605
Facsimile: (612) 338-4692

Barry Barnett, Esq.
Susman Godfrey L.L.P.
901 Main Street, Suite 5100
Dallas, TX 75202-3775
Telephone: (214) 754-1900
Facsimile: (214) 754-1933

III. FINDINGS WITH RESPECT TO PRELIMINARY APPROVAL OF THE PROPOSED CLASS ACTION SETTLEMENT

21. This Court has jurisdiction over this case, and each of the Settlement Class members (as defined above) for all matters relating to this Action, the Settlement, including without limitation, all matters relating to the administration, interpretation, effectuation and/or enforcement of the Settlement and this Order.

22. The law favors settlement, particularly in class actions and other complex cases where judicial resources can be conserved by avoiding formal litigation. *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594-95 (3d Cir. 2010) (recognizing the “strong presumption in favor of voluntary settlement agreements” and noting that it is “especially strong” in the context of class action cases).

23. Review of a proposed class action settlement is a two-step process: the first involves preliminary approval of the settlement and the successive procedural steps (such as notice, the claim form, and the schedule for a final fairness hearing), and the second involves final approval after a fairness hearing. *See Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 438 (E.D. Pa. 2008); *Curiale v. Lenox Group, Inc.*, Civ. A. No. 07-1432, 2008 WL 4899474, at *4 (E.D. Pa. Nov. 14, 2008). After notice to the class and an opportunity for class members to object to the proposed

settlement or otherwise be heard, the Court will determine whether the settlement is fair, reasonable and adequate and whether the settlement should be finally approved under Federal Rule of Civil Procedure 23(e).

24. At the preliminary approval stage, a court makes a preliminary evaluation as to whether the proposed settlement is within the range of possible approval and free of obvious deficiencies or reasons to doubt its fairness. *Mehling v. New York Life Ins. Co.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007); *Curiale*, 2008 WL 4899474, at *4. If a settlement falls within the range of possible approval, notice should be given to class members to allow them the opportunity to review and comment on the proposed settlement. *Samuel v. Equicredit Corp.*, No. Civ. A. 00-6196, 2002 WL 970396, at *1 n.1 (E.D. Pa. May 6, 2002).

25. Accordingly, in considering whether to grant preliminary approval, the Court is not required to make a final determination of the adequacy of the settlement. *In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 WL 1068807, at *2 (E.D. Pa. May 11, 2004) (distinguishing between preliminary approval and final approval). Nor will any class member's substantive rights be prejudiced by preliminary approval, since preliminary approval is solely to obtain authority for notifying the class of the terms of the Settlement and to set the stage for the final approval of the settlement. *Id.*

26. In deciding preliminary approval, the Court considers whether: (1) the settlement negotiations occurred at arm's length, (2) there was sufficient discovery, and (3) the proponents of the settlement are experienced in similar litigation. *Gates*, 248 F.R.D. at 439; *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 638 (E.D. Pa. 2003); *Curiale*, 2008 WL 4899474, at *9.

A. Settlement Negotiations

27. Whether a settlement arises from arm's-length negotiations is often the central focus of the analysis on a motion for preliminary approval. *Mehling*, 246 F.R.D. at 472, *Curiale*, 2008 WL 4899474, at *4.

28. Here, the proposed settlement was reached only after extensive negotiations guided by an independent and experienced mediator. This factor thus supports preliminary approval.

B. Discovery

29. This Action has been pending for over a decade and the parties have engaged in extensive discovery that supports this settlement. Between August 2006 and October 2, 2009, the Class engaged in a massive discovery program that provided them over 5 million pages and 50 gigabytes of electronic data. The parties have exchanged 37 expert reports and have conducted the depositions of 47 witnesses, including of non-party overbuilder RCN.

C. Recommendation of Class Counsel

30. In approving class action settlements, courts have repeatedly and explicitly deferred to the recommendations of the experienced counsel who have negotiated this settlement at arms-length and in good faith. *See, e.g., Lake v. First Nationwide Bank*, 156 F.R.D. 615, 628 (E.D. Pa. 1994); *Hanrahan v. Britt*, 174 F.R.D. 356, 366 (E.D. Pa. 1997) (“A presumption of correctness is said to attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery.”) (citation, internal quotation omitted).

31. Here, Class Counsel, who are experienced in the prosecution, evaluation and settlement of antitrust litigation, strongly recommend the proposed Settlement as falling within the range of reasonableness.

32. The Settlement provides substantial benefits for Class members including:

a) Payments to eligible claimants who are current customers in the form of a one-time credit of fifteen dollars (\$15) off their bill; or credits redeemable for six free pay-per-view movies (an estimated \$35.94 value); or for customers who also subscribe to Comcast internet service, upgraded internet performance (an estimated \$38 or \$40 value depending on the level selected); or two (2) free months of The Movie Channel® (an estimated \$43.90 value).

b) Cash payments in the amount of fifteen dollars (\$15) to each eligible claimant who is a former subscriber.

33. Accordingly, for the foregoing reasons and upon consideration of the record and the Settlement Documents, the Court finds that the proposed Settlement was arrived at by arm's-length negotiations by highly experienced counsel after more than 10 years of litigation and investigation, falls within the range of possible approvable settlements, and is hereby PRELIMINARILY APPROVED, subject to further consideration at the Fairness Hearing provided for below.

IV. FINDINGS WITH RESPECT TO THE FORM AND MANNER OF NOTICE AND THE FINAL SETTLEMENT SCHEDULE AND FAIRNESS HEARING

34. “[T]o satisfy due process, notice to class members must be reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *In re Ikon Office Solutions, Inc. Sec. Litig.*, 194 F.R.D. 166, 174 (E.D. Pa. 2000) (citations, internal quotations omitted). *See also Mehling*, 246 F.R.D. at 477 (approving proposed notice for settlement class when notice “adequately informs potential class members in clear, understandable language”). Individual notice should be provided to all members who can be identified through reasonable efforts. *In re Corel Corp. Inc. Sec. Litig.*, 293 F. Supp. 2d 484, 491 (E.D. Pa. 2003).

35. The Court finds that the proposed forms of notice to the class of the proposed settlement and methods of dissemination – individual notice to current subscribers in their monthly bills; publication of notice in the newspapers, magazines and television stations detailed in Exhibits D-G to the Class Action Settlement Agreement, and notice via the settlement website, www.cablesettlement.com, satisfy the requirements of Federal Rule of Civil Procedure 23(c) and due process, are otherwise fair and reasonable, and therefore are APPROVED.

36. Defendant Comcast shall cause the individual settlement notices, in substantially the forms attached as Exhibits D and E to the Class Action Settlement Agreement to be disseminated by mail or email as soon as administratively feasible and in any event within 120 days following the entry of this Order via inclusion with the monthly bills of current Comcast subscribers.

37. Class Counsel shall cause the settlement notices, in substantially the forms attached as Exhibits F and G to the Class Action Settlement Agreement to be disseminated as soon as administratively feasible and in any event within 120 days following the entry of this Order via:

- a) Posting on the website www.cablesettlement.com within 30 days following the entry of this Order; and
- b) Published in the newspapers or magazines detailed in Exhibit F and on television stations as soon as administratively feasible and in any event within 120 days after entry of this Order.

38. The Court hereby appoints Rust Consulting, Inc. (“Rust”) as Claims Administrator to assist in disseminating the Notice to the Class. All expenses incurred by Rust must be reasonable, are subject to Court approval, and shall be paid by Class Counsel, as described in the Settlement Agreement.

39. The Claims Administrator must establish a post office box where class members can send requests for exclusion or other correspondence relating to the Notice.

40. All briefs and materials in support of the final approval of the settlement and Class Counsel's application for an award of attorney fees, costs and expenses and a service award to the named Plaintiff for his efforts on behalf of the Class and the entry of final judgment proposed by the parties to the Settlement Agreement, shall be filed with the Court no later than 150 days from the entry of this Order.

41. As part of the Settlement Notice, potential Class members shall be afforded the opportunity to opt-out of the class. A potential class member wishing to exclude himself/herself from the class must send a written request for exclusion ("Opt-Out Request") to the Claims Administrator and to Class Counsel within 180 days after entry of this Order (the "Opt-Out Deadline").

42. No later than 21 days after the Opt-Out Deadline, Class Counsel shall report to the Court on the number of Class members who have excluded themselves.

43. Class members who wish to (a) object to the proposed Settlement and/or (b) appear in person at the Fairness Hearing must first send an Objection that: (i) contains the full name and current address of the person objecting; (ii) contains the title of the Action: *Glaberson v. Comcast Corp.*, Case No. 03-6604(JP) (E.D. Pa.); (iii) states the reasons for the objection; (iv) is accompanied by any evidence, briefs, motions or other materials the objector intends to offer in support of the objection; (v) is signed by the objector; and (vi) is filed with the Court and served upon Class Counsel and counsel for Comcast within 180 days after entry of this Order. The Objection and any Notice of Intent to Appear at the Final Fairness Hearing shall be sent via first class mail, postage prepaid, to the Clerk of Court, United States District Court for the Eastern

District of Pennsylvania, United States Courthouse, 601 Market Street, Room 2609, Philadelphia, PA 19106-7704, with copies to the following counsel:

On behalf of Plaintiff and the Class:

David Woodward, Esq.
Heins Mills & Olson, P.L.C.
310 Clifton Avenue
Minneapolis, MN 55403
Telephone: (612) 338-4605
Facsimile: (612) 338-4692

Barry Barnett, Esq.
Susman Godfrey L.L.P
901 Main Street, Suite 5100
Dallas, TX 75202-3775
Telephone: (214) 754-1900
Facsimile: (214) 754-1933

On behalf of Comcast:

M. Norman Goldberger, Esq.
Ballard Spahr, LLP
1735 Market Street, 51st Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 665-8500
Facsimile: (215) 864-8999

Arthur J. Burke, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 450-3800

Sheron Korpus, Esq.
Kasowitz Benson Torres & Friedman LLP
1633 Broadway
New York, New York 10019
Telephone: (212) 506-1700
Facsimile: (212) 506-1800

To be valid, any such Objection and/or Notice of Intention to Appear and accompanying summary statement must be postmarked no later than 180 days after entry of this Order. Except as herein

provided, no person or entity shall be entitled to contest the terms of the proposed settlement.

Persons or entities that do not file an Objection and/or Notice of Intention to Appear and summary statement as provided above shall be deemed to have waived any objections by appeal, collateral attack or otherwise and will not be heard at the Fairness Hearing.

44. All responses to Objections must be filed with the Court no fewer than five calendar days before the Final Fairness Hearing.

45. A hearing on final approval (the “Final Fairness Hearing”) shall be held on _____, 2015, at __:__ __.m (Eastern time) in courtroom ____, at the United States District Court for the Eastern District of Pennsylvania. At the Fairness Hearing, the Court will consider, *inter alia*, (a) the fairness, reasonableness, and adequacy of the settlement and whether it should be finally approved; (b) whether the Court should approve an award of Class Counsel’s fees and the reimbursement of expenses to counsel for the class, and in what amounts; (c) whether a service award should be made to the named Plaintiff for his efforts on behalf of the class, and in what amount; and (d) whether entry of a final judgment terminating this litigation should be entered.

46. All persons and/or entities seeking to receive the Settlement benefits must submit to the Claims Administrator a Claim Form, in the form accompanying the Class Action Settlement Agreement postmarked no later than 210 days after entry of this Order (except that Current Subscribers who do not complete a valid Claim Form or who do not affirmatively elect cash or Settlement Credits on a Claim Form will automatically receive two (2) free months of The Movie Channel (an estimated \$43.90 value) as set forth in paragraph 8.2.1 of the Settlement Agreement). Submission of a Claim Form shall be the only valid method of making a claim to share in the

Settlement Fund, and all claimants must comply with the instructions accompanying the Claim Form.

47. All proceedings in this action are hereby stayed until such time as the Court renders a final decision regarding the approval of the Settlement and, if it approves the Settlement, enters final judgment and dismisses this action with prejudice.

48. In the event that the Settlement does not become final, then, subject to approval of the Court, litigation of this case will resume in a reasonable manner to be approved by the Court upon joint application by the parties hereto.

49. In the event the Settlement Agreement and the Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement Agreement, the Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement Agreement, become null and void, shall have no further force and effect, and Plaintiffs shall retain full rights to assert any and all causes of action against Comcast and any other released party, and Comcast and any other released parties shall retain any and all defenses and counterclaims hereto. This Action shall thereupon revert to its procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

50. Nothing in this Order, the Settlement Agreement, any other settlement-related document, anything contained herein or therein or contemplated hereby or thereby, or any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other Settlement-related document, shall constitute, be construed as, or be deemed evidence of or an admission or concession by Comcast as to the validity of any claim that has been

or could have been asserted against Comcast or as to any liability by Comcast as to any matter set forth in this Order.

BY THE COURT:

JOHN R. PADOVA, J.

EXHIBIT D

If You Currently Subscribe or Had Comcast Cable from 2003 to 2008, in Bucks, Chester, Delaware, Montgomery or Philadelphia Counties, You Could Benefit From a Class Action Settlement.

Si desea recibir esta notificación en español, visite nuestra página web.

Comcast's records show that you may be included in the Settlement of a class action lawsuit about cable TV services. The class action lawsuit against Comcast claims that certain business practices resulted in subscribers paying higher prices for cable TV services in the Philadelphia area. The Settlement provides benefits to current and former Comcast customers. Comcast denies all of the claims in the lawsuit and says it did nothing wrong.

Who is included? The Class includes all customers who 1) currently subscribe or 2) previously subscribed at any time from January 1, 2003 to December 31, 2008, to cable TV services (above and beyond basic cable) from Comcast or any of its subsidiaries or affiliates, in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania.

What does the Settlement provide? The Settlement, valued at \$50 million, provides different options for current and former subscribers:

- Current Subscribers - can choose either a (1) one-time credit of \$15 off their bill or (2) credits from a selection of Comcast services including pay-per-view movies, Internet service, or limited subscription to The Movie Channel®. Current Subscribers who do not file a claim will automatically receive two (2) free months of The Movie Channel®.
- Former Subscribers - can receive a cash payment of \$15.

How do you ask for benefits? To choose your benefits, you must submit a quick and easy Claim Form online or by mail by <Month Day, Year>. Claim Forms are available at www.CableSettlement.com or by calling 1-800-000-0000.

Your other options. Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue Comcast yourself, you must exclude yourself by <Month Day, Year>. If you

stay in the Settlement, you may object to it by
<**Month Day, Year**>.

The Court will hold a hearing on <**Month Day, Year**>, to consider whether to approve the Settlement and a request for up to \$15 million for attorneys' fees, costs, and expenses. The payment of attorneys' fees and expenses will be paid out of the Settlement. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you do not have to. For more information, call or visit the website.

www.CableSettlement.com
<Phone Number>

EXHIBIT E

ELECTRONIC BILL NOTICE
(To be included with e-bills sent to Subscribers)

If You Currently Subscribe or Had Comcast Cable from 2003 to 2008, in Bucks, Chester, Delaware, Montgomery or Philadelphia Counties, You Could Receive Benefits From a Class Action Settlement.

Si desea recibir esta notificación en español, visite nuestra página web.

Comcast's records show that you may be included in the Settlement of a class action lawsuit about cable TV services. The class action lawsuit against Comcast claims that certain business practices resulted in subscribers paying higher prices for cable TV services in the Philadelphia area. The Settlement provides benefits to current and former Comcast customers. Comcast denies all of the claims and says it did nothing wrong.

Who is included? The Class includes all customers who 1) currently subscribe or 2) previously subscribed at any time from January 1, 2003 to December 31, 2008, to cable TV services (above and beyond basic cable) from Comcast, or any of its subsidiaries or affiliates, in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania.

What does the Settlement provide? The Settlement, valued at \$50 million, provides different options for current and former subscribers:

- Current Subscribers - can choose either a (1) one-time credit of \$15 off their bill or (2) credits from a selection of Comcast services including pay-per-view movies, Internet service, or limited subscription to The Movie Channel[®]. Current Subscribers who do not file a claim will automatically receive two (2) free months of The Movie Channel[®].
- Former Subscribers - can receive a cash payment of \$15.

How do you ask for benefits? To choose your benefits, you must submit a quick and easy Claim Form online or by mail by <Month, Day, Year>. Claim Forms are available at www.CableSettlement.com or by calling <phone number>.

Your other options. Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue Comcast yourself, you must exclude yourself by <Month Day, Year>. If you stay in the Settlement, you may object to it by <Month Day, Year>.

The Court will hold a hearing on <Month Day, Year>, to consider whether to approve the Settlement and a request for up to \$15 million for attorneys' fees, costs, and expenses. The payment of attorneys' fees and expenses will be paid out of the Settlement. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. For more information, call or visit the website.

www.CableSettlement.com

<phone number>

EXHIBIT F

Exhibit F

A Settlement Notice in a form substantially similar to the notice that appears on the following page shall be published in *Parade* – Pennsylvania state edition, which currently includes the following publications:

<i>Allentown Morning Call</i>	<i>Sunbury Daily Item</i>
<i>Allentown Morning Call Select</i>	<i>Towanda Daily Review</i>
<i>Beaver County Times</i>	<i>Uniontown Herald-Standard</i>
<i>Carlisle Sentinel</i>	<i>West Chester Daily Local News</i>
<i>Delaware County Daily Times</i>	<i>Williamsport Sun-Gazette</i>
<i>Du Bois Tri-County Sunday</i>	<i>Wilkes-Barre Leader</i>
<i>Doylestown Daily Intelligence</i>	<i>Reading Eagle Direct</i>
<i>Easton Express-Times</i>	<i>Scranton Times-Tribune Sunday</i>
<i>Erie Times-News</i>	<i>The Philadelphia Daily News</i>
<i>Harrisburg Sunday Patriot-News</i>	<i>Norristown Times Herald</i>
<i>Johnstown Sunday Tribune Democrat</i>	<i>Pottstown Sunday Mercury</i>
<i>Lancaster Sunday News</i>	<i>Washington Observer Reporter</i>
<i>Lev/Bristol Bucks County Courier Times</i>	<i>Wilkes-Barre Times Leader Sunday</i>
<i>Pittsburgh Post-Gazette</i>	<i>St College Daily Times Select</i>
<i>Philadelphia Inquirer</i>	<i>The Wayne Independent</i>
<i>Reading Eagle</i>	<i>The Record Herald</i>
<i>Gettysburg Times</i>	<i>Hazleton Select</i>
<i>Oil City/Franklin Derrick News/Herald</i>	<i>Lancaster Select</i>
<i>Harrisburg Pn Community</i>	<i>Philadelphia Select</i>
<i>Sayre Morning Times</i>	<i>Allentown (Hoy)</i>
<i>Scranton Times-Tribune</i>	<i>Bedford Gazette</i>
<i>Sharon Herald</i>	<i>The Daily News</i>
<i>New Castle News</i>	<i>Latrobe Bulletin</i>
<i>Philadelphia SMC</i>	<i>Tyrone Daily Herald</i>
<i>Hazleton Standard Speaker</i>	
<i>Pottsville Republican & Herald</i>	
<i>Shamokin News-Item</i>	
<i>St College Centre Daily Times</i>	

LEGAL NOTICE

If You Currently Subscribe or Had Comcast Cable Anytime from 2003 to 2008, in Bucks, Chester, Delaware, Montgomery or Philadelphia Counties, You Could Benefit from a Class Action Settlement.

There is a Settlement in a class action lawsuit against Comcast claiming that certain business practices resulted in subscribers paying higher prices for cable TV services in the Philadelphia area. The Settlement provides benefits to current and former Comcast customers. Comcast denies all of the claims in the lawsuit and says it did nothing wrong.

Who is included?

The Class includes:

- All customers who 1) currently subscribe or 2) previously subscribed at any time from January 1, 2003 to December 31, 2008, to cable TV services (above and beyond basic cable) from Comcast, or any of its subsidiaries or affiliates, and
- The service is or was provided in the counties of Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania.

What does this Settlement provide?

The Settlement, valued at \$50 million, provides different options for current and former subscribers:

- Current Subscribers - can choose either a (1) one-time credit of \$15 off their bill or (2) credits from a selection of Comcast services, including pay-per-view movies, Internet service, or limited subscription to The Movie Channel[®]. Current Subscribers who do not file a claim will automatically receive two free months of The Movie Channel[®].
- Former Subscribers - can receive a cash payment of \$15.

How do you ask for benefits?

To choose your benefits, you must submit a quick and easy Claim Form online or by mail by **<Month, Day, Year>**. Claim Forms are available at www.CableSettlement.com or by calling **<Phone Number>**.

Your Other Options.

Even if you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue Comcast yourself, you must exclude yourself by **<Month Day, Year>**. If you stay in the Settlement, you may object to it by **<Month Day, Year>**.

The Court will hold a hearing in the case on **<Month Day, Year>**, to consider whether to approve the Settlement, and a request by Settlement Class Counsel for up to \$15 million for attorneys' fees and expenses to be paid out of the Settlement. You or your own lawyer may ask

to appear and speak at the hearing at your own cost, but you do not have to. For more information about the Settlement and your rights, call or go to the website shown below.

www.CableSettlement.com

<Phone Number>

EXHIBIT G

**If You Are a Current Subscriber or Had Comcast Cable Anytime
from 2003 to 2008, in Bucks, Chester, Delaware,
Montgomery, or Philadelphia Counties,**

You Could Benefit from a Class Action Settlement.

The District Court has authorized this Notice. It is not a solicitation from a lawyer.

- There is a Settlement in a class action lawsuit against Comcast claiming that certain business practices resulted in subscribers paying higher prices for cable TV services in the Philadelphia area.
- You are included in the Settlement if you 1) currently subscribe to or 2) had Comcast cable TV services (above and beyond basic cable) at any time from January 1, 2003 through December 31, 2008 in these counties: Bucks, Chester, Delaware, Montgomery, or Philadelphia, PA.
- The Settlement offers credits for services or a one-time \$15 bill credit to current Comcast Subscribers. Former Subscribers can get a \$15 cash payment.

Your legal rights are affected even if you do not act. Read this Notice carefully.

Summary of Your Legal Rights and Choices	
Submit a Claim Form by Month 00, 2014	Submit a Claim Form for a cash payment and/or credits for certain Comcast services (<i>see</i> Question 11).
Exclude Yourself by Month 00, 2014	Ask to be excluded and get no benefits from the Settlement. This is the only option that allows you to keep the right to sue Comcast at your own expense (<i>see</i> Question 16).
Object by Month 00, 2014	Write to the Court about why you do not like the Settlement (<i>see</i> Question 19).
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement (<i>see</i> Question 19).
Do Nothing	Give up your rights to sue Comcast for the legal claims resolved by this case. Current Subscribers who do nothing will automatically receive two free months of The Movie Channel®. Former Subscribers who do nothing will not get any benefits.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, payments and/or credits will be distributed to those who file a valid and timely Claim Form.

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Questions? Call <Phone Number> or visit www.CableSettlement.com.

Si desea recibir esta notificación en español, visite nuestra página web.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and all of your options before the Court decides whether to give “final approval” to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge John Padova of the United States District Court for the Eastern District of Pennsylvania is overseeing this class action. The Settlement resolves *Glaberson v. Comcast Corp.*, No. 2:03-cv-06604-JP (E.D. Pa.), which was filed in 2003.

The people who sue are called “Plaintiffs.” The companies being sued, Comcast Corporation; Comcast Holdings Corporation; Comcast Cable Communications, LLC; and Comcast Cable Communications Holdings, Inc., collectively called “Comcast,” are “Comcast” or the “Defendants.”

2. What is this lawsuit about?

This lawsuit claims that Comcast violated federal law with certain business practices that resulted in subscribers paying higher prices for these services. Comcast denies the claims and allegations in this lawsuit. The Plaintiffs’ Complaint includes all of Plaintiffs’ claims in the lawsuit and is available at www.CableSettlement.com.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of people who have similar claims. In this case, the Class Representative is Stanford Glaberson. All of these people are members of the Settlement Class. One court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Comcast. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. A settlement is a compromise. The Settlement does not mean that any law was broken or that Comcast did anything wrong. Comcast denies all legal claims in this case. Plaintiffs and their lawyers think the Settlement is best for all members of the Settlement Class.

Questions? Call <Phone Number> or visit www.CableSettlement.com.

Si desea recibir esta notificación en español, visite nuestra página web.

WHO IS IN THE SETTLEMENT

To see if you will be affected by the Settlement or if you can get a payment from it, you first have to decide if you are a member of the Settlement Class.

5. How do I know if I am part of the Settlement?

The Court decided that the Settlement Class includes:

- All cable television customers who 1) currently subscribe or 2) previously subscribed at any time from January 1, 2003 to December 31, 2008, to cable TV services (above and beyond basic cable) from Comcast or any of its subsidiaries or affiliates, and
- The services are or were provided in the counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia, Pennsylvania.

6. Are there exceptions to being included?

Yes. The following are not included in the Settlement Class:

- Anyone who excludes themselves from the Settlement (*see* Questions 14-16);
- Comcast officers, directors, or employees, any entity in which Comcast has a controlling interest, and the affiliates, legal representatives, attorneys, heirs, or assigns of Comcast;
- Class Counsel and Class Counsel's employees; and
- Judge John Padova and members of his judicial staff of the United States District Court for the Eastern District of Pennsylvania, as well as and any federal, state, or local governmental agency, and any judge, justice, or judicial officer presiding over this matter and members of their immediate families and judicial staffs.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement website at www.CableSettlement.com or call the toll free number, <phone number>. You may also write with questions to <mailing address> or send an e-mail to <email address>.

THE SETTLEMENT BENEFITS — WHAT YOU GET IF YOU QUALIFY

If the Settlement is approved and becomes final, it will provide benefits to qualified members of the Settlement Class. The benefits of the Settlement are different for Former and Current Comcast Subscribers.

8. What does the Settlement provide?

Comcast has agreed to provide a Settlement Fund of \$50 million, consisting of \$16.67 million as a "Settlement Cash Amount" and services valued at \$33.33 million ("Settlement Credits"). The

Questions? Call <Phone Number> or visit www.CableSettlement.com.

Si desea recibir esta notificación en español, visite nuestra página web.

cost to administer the Settlement as well as attorneys' fees and expenses and the special service payment to the Class Representative will be approved by the Court and will come out of this fund (*see* Question 18). No part of the Settlement (cash or services) will go back to Comcast. If the total amount of cash claims and fees and expenses is more than the \$16.67 million Settlement Cash Amount, Comcast will contribute additional cash to the Settlement Fund to pay those amounts, and the amount of Settlement Credits will be reduced. If the total amount of cash claims and expenses is less than the \$16.67 million Settlement Cash Amount, Comcast will distribute the remaining cash to Current Subscribers proportionally in the form of a one-time credit off their bill.

9. What are the benefits of the Settlement for current Comcast Subscribers?

Under the Settlement Agreement, "Current Subscribers" are Class Members who are subscribers of Comcast as of <Month, Day, Year> (the date of the Court's Preliminary Approval Order).

If you are a Current Subscriber and file a claim, you can receive **one** of the following benefits:

- 1) A one-time credit of \$15 off your Comcast bill; **or**
- 2) Six free pay-per-view movies (an estimated \$35.94 value); **or**
- 3) Four months free upgrade in Internet service from Performance Level to Blast![®] service (an estimated \$40 value). This is only available to customers who subscribe to Xfinity[®] high speed internet service; **or**
- 4) One free month upgrade from Blast![®] service to Extreme 105 service (an estimated \$38 value). This is only available to customers who subscribe to Xfinity[®] high speed internet service; **or**
- 5) Two free months of The Movie Channel[®] (an estimated \$43.90 value).

The Settlement Credits will be valid for one year from date of issue. If you are a Current Subscriber and you do submit a Claim Form by **Month Day, Year**, you will automatically receive two free months of The Movie Channel[®].

10. What are the benefits of the Settlement for former Comcast subscribers?

Under the Settlement Agreement, "Former Subscribers" are Class Members who were subscribers of Comcast at any time from January 1, 2003 through December 31, 2008, but are no longer subscribers of Comcast as of <Month, Day, Year> (the date of the Court's Preliminary Approval Order). If you are a Former Subscriber, you can submit a Claim Form for a payment of \$15 cash.

Questions? Call <Phone Number> or visit www.CableSettlement.com.

Si desea recibir esta notificación en español, visite nuestra página web.

HOW TO GET A PAYMENT OR OTHER BENEFITS

11. What do I need to do to participate in the Settlement?

To choose your benefits, you must submit a Claim Form. Current Subscribers will automatically receive The Movie Channel® benefit if they do not submit a Claim Form. Quick and easy Claim Forms are available online or by calling <Phone Number> or by writing to <Address>. Claims must be filed online or by mail by **Month Day, Year**.

Please read all instructions carefully and fill out the Claim Form completely. Notify the Claims Administrator if you change your postal or email address after submitting your Claim Form.

12. When will I get benefits?

Benefits will be distributed after the Court grants “final approval” of the Settlement and any appeals are resolved (*see* the section “The Court’s Fairness Hearing” below). It is uncertain when any appeals made will be resolved, and resolving them can take time. Please be patient.

13. What am I giving up to get a payment?

If the Settlement becomes final, members of the Settlement Class who submit a Claim Form or do nothing at all will be “releasing” Comcast from all of the legal claims described and identified in Section 9 of the Settlement Agreement. This means you will give up your right to sue Comcast regarding any of the claims resolved by this Settlement.

The Settlement Agreement is available at www.CableSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 16 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed Settlement and you want to keep the right to sue Comcast about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement Class.

14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not get any Settlement benefits and you cannot object to the proposed Settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against Comcast in the future for the claims resolved by this Settlement. You will not be bound by anything that happens in this class action Settlement.

Questions? Call <Phone Number> or visit www.CableSettlement.com.

Si desea recibir esta notificación en español, visite nuestra página web.

15. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Comcast for all of the claims that the Settlement resolves. You must exclude yourself from this Settlement Class to start or continue your own lawsuit relating to the claims in this case.

16. How do I get out of the Settlement?

To exclude yourself from the Settlement and Settlement Class, you must send a letter (an “Opt-Out Request”) that says you want to be excluded from the Settlement in *Glaberson v. Comcast Corp.*, No. 2:03-cv-06604-JP (E.D. Pa.). Include your name, address, and signature.

You must mail your completed request for exclusion, postmarked no later than **Month Day, Year**, to:

CLAIMS ADMINISTRATOR	CLASS COUNSEL
<Name> <Address>	<Name> <Address>

If you do not follow these procedures, you will remain a member of the Settlement Class and lose any opportunity to exclude yourself from the Settlement. If you do not exclude yourself, your rights will be determined in this lawsuit by the Settlement Agreement, if it receives final approval.

You cannot ask to be excluded on the phone, by email, or at the website.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

The Court appointed <attorneys> as “Class Counsel” to represent you and other Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

18. How will the administrative costs and attorneys’ fees be paid?

Comcast has agreed to pay the costs of class notice and claims administration, including the costs of mailing Notice.

If the Settlement is approved by the Court, Class Counsel will ask the Court for reasonable attorneys’ fees and expenses of no more than \$15 million. These fees and expenses will be decided by the Court and paid out of the Settlement. The Court may award less than these amounts. Members of the Settlement Class will not have to pay the fees and expenses of Class Counsel. Class Counsel will also request that \$10,000 be paid to the Class Representative for his services on behalf of the whole Class.

Questions? Call <Phone Number> or visit www.CableSettlement.com.
Si desea recibir esta notificación en español, visite nuestra página web.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you may object to the Settlement or any part of it, including the terms of the proposed Settlement or Class Counsel's request for attorneys' fees and expenses.

An objection to the Settlement Agreement must include:

- 1) The full name and current address of the person objecting;
- 2) The case name: *Glaberson v. Comcast Corp.*, No. 2:03-cv-06604-JP (E.D. Pa.);
- 3) The reasons for the objection;
- 4) Any evidence, briefs, motions, or other materials you intend to offer in support of your objection;
- 5) If you (or your attorney) want to speak in Court, a statement that you "intend to appear" at the Fairness Hearing (*see* Question 21); and
- 6) Your signature.

You must mail your objection to each of the addresses below so that it is received by **Month Day, Year**.

COURT	CLASS COUNSEL	COMCAST'S COUNSEL
U.S. District Court for the Eastern District of Pennsylvania Clerk of the Court 601 Market St, Room 2609 Philadelphia, PA 19106	<Name> <Address>	<Name> <Address>

If you do not follow these procedures, you will lose any opportunity to have your objection considered at the Fairness Hearing and your right to object to the approval of the Settlement or to appeal any of the Court's decisions related to the Settlement.

20. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to apply for any benefits under the Settlement because the case no longer affects you.

Questions? Call <Phone Number> or visit www.CableSettlement.com.

Si desea recibir esta notificación en español, visite nuestra página web.

21. When and where will the Court decide whether to approve the Settlement?

On **Month Day, Year**, at <time>, the Court will hold a public hearing in Courtroom _____ of the United States District Court for the Eastern District of Pennsylvania, located at the U.S. Courthouse, 601 Market St, Philadelphia, PA 19106. At this hearing the Court, will determine whether the Settlement is fair, adequate, and reasonable and should be finally approved. The Court will also consider Class Counsel's request for attorneys' fees and reimbursement for expenses and any opposition to it.

This hearing may be delayed or rescheduled by the Court without further notice to the Settlement Class. Members of the Settlement Class who support the Settlement do not need to appear at the hearing or take any other action to indicate their approval of the Settlement. Members of the Settlement Class who object to the Settlement are not required to attend the Fairness Hearing. If you want to speak in Court in opposition to the Settlement, either personally or through your own separate attorney, you must state in your written objection your intention to appear at the Fairness Hearing as explained in Question 19.

22. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Fairness Hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend the Fairness Hearing, but their attendance is not necessary.

23. What happens if I do nothing at all?

If you are a Former Subscriber and do nothing, you will not get benefits from this Settlement. If you are a Current Subscriber and do nothing, you will automatically receive two free months of The Movie Channel[®]. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Comcast about the claims in this case, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement itself. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions at www.CableSettlement.com. You may also write with questions to <mailing address> or send an e-mail to <email address>.

You can file a Claim Form electronically at the website, or have a Claim Form mailed to you by calling <phone number>. If you wish to communicate directly with Class Counsel, you may contact them at the address listed in Question 16, or by e-mail at <email address>. You may also seek advice and guidance from your own private attorney at your own expense.

Questions? Call <Phone Number> or visit www.CableSettlement.com.

Si desea recibir esta notificación en español, visite nuestra página web.

EXHIBIT H

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

STANFORD GLABERSON, <i>et. al.</i> ,)	
)	Civil Action No. 03-6604(JP)
Plaintiffs,)	
v.)	The Honorable John R. Padova
COMCAST CORPORATION, <i>et. al.</i> ,)	
)	
Defendants.)	

FINAL JUDGMENT

Plaintiff Stanford Glaberson, individually and as representative of others similarly situated (“Plaintiff”), having appeared through his counsel, and Defendants Comcast Corporation, Comcast Holdings Corporation, Comcast Cable Communications Inc., Comcast Cable Communications Holdings Inc. and Comcast Cable Holdings LLC (collectively “Comcast” or “Defendants”), having appeared through their counsel, and the Court having considered the pleadings and the evidence, the parties having stipulated to entry of this Final Judgment, and the Court having concluded that the April 16, 2014 Fourth Amended Class Action Complaint in this case confers upon this Court jurisdiction to adjudicate the issues raised and to provide relief therefor;

IT IS HEREBY ORDERED, ADJUGED AND DECREED that judgment be entered as follows:

JURISDICTION

1. This court has jurisdiction over the subject matter and the parties to this action.

BACKGROUND

A. Plaintiffs’ Claims

2. On December 8, 2003, Plaintiff Stanford Glaberson and other plaintiffs filed a class action complaint in this Court captioned *Behrend v. Comcast Corp.*, No. 2:03-cv-06604-JP

(E.D. Pa.) (the “Action”) on behalf of subscribers who had subscribed to Comcast’s video programming services (other than solely to basic cable services) in sixteen counties in Pennsylvania, New Jersey and Delaware. The Action alleged that Defendants Comcast Corporation, Comcast Holdings Corporation, Comcast Cable Communications Inc., Comcast Cable Communications Holdings Inc. and Comcast Cable Holdings LLC (collectively “Comcast”) had, *inter alia*, unlawfully divided and allocated markets and engaged in other conduct in violation of Sections 1 and 2 of the Sherman Act (15 U.S.C. §§ 1 & 2) in the Philadelphia, Pennsylvania area that eliminated overbuilder competition and allegedly caused Plaintiff and the putative class to pay supracompetitive prices. Plaintiff and other putative class representatives filed an Amended Class Action Complaint on February 20, 2004, a Second Amended Class Action Complaint on May 17, 2004, and a Third Amended Consolidated Class Action Complaint on May 23, 2006, alleging in each that Defendants had also unlawfully divided and allocated markets and engaged in other conduct in violation of Sections 1 and 2 of the Sherman Act in the Chicago, Illinois area and asserting claims on behalf of two classes (a “Philadelphia Class” and a “Chicago Class”) for treble damages and injunctive relief. On April 16, 2014, Plaintiff filed the currently operative Fourth Amended Class Action Complaint (the “Complaint”) alleging similar claims solely on behalf of a revised Philadelphia Class consisting of subscribers in five counties in Pennsylvania.

3. Only the claims of Plaintiff Stanford Glaberson individually and on behalf of the proposed revised Philadelphia Class remain before the Court.

4. Comcast has denied Plaintiff’s allegations regarding liability, has denied Plaintiff’s and the Class’s entitlement to damages or any other relief and has asserted numerous

defenses. Comcast contends that its conduct was at all times lawful and caused no harm to competition, the public, Plaintiff, or the members of the Class.

B. Plaintiffs' Pending Motion for Class Certification

5. When the parties entered into the Settlement, Plaintiff had moved to certify a smaller, revised Philadelphia Class. On November 12, 2013, the Court denied Comcast's motion to strike Plaintiff's motion to recertify a revised Philadelphia Class and permitted Comcast to file a substantive response to Plaintiff's motion. On January 15, 2014, Comcast opposed Plaintiff's motion for recertification of a revised Philadelphia Class and moved to exclude the opinions and testimony of Plaintiff's experts Dr. Michael A. Williams and Dr. James T. McClave.

C. The Settlement

6. The parties wish to settle and resolve all of Plaintiff's claims to avoid the uncertainties and risks of trial, to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgments contemplated by the Settlement Agreement dated October 28, 2014 so as to put to rest totally and finally the matters raised by Plaintiff.

7. The Settlement was reached after arms-length negotiations occurring over the course of several years, including multiple mediation sessions before Professor Eric Green. Further, the Settlement was reached only after counsel litigated this case for more than a decade by: (a) engaging in extensive fact and expert discovery; (c) litigating two efforts by Plaintiff to certify a class in 2007 and 2010, including a full evidentiary hearing in connection with Plaintiff's second effort at class certification and a successful appeal by Comcast to the United States Supreme Court; and (d) litigating Comcast's motion for summary judgment, which was granted in part and denied in part in April 2012.

8. Plaintiff and Class Counsel who have appeared in this Action have conducted extensive discovery, have retained and consulted with industry and damages experts; and conducted numerous investigations and engaged in extensive negotiations with Comcast; and, considering the benefits of the settlement and the risks of litigation, have concluded that it is in the best interest of Plaintiff and the Philadelphia Settlement Class (as defined below) to enter into the Settlement Agreement. Plaintiff and his counsel agree that the Settlement Agreement is fair, reasonable, and adequate with respect to the interests of Plaintiff and the Philadelphia Settlement Class, and should be approved by the Court pursuant to Federal Rule of Civil Procedure 23(e);

9. The Parties have agreed to settle and resolve completely and finally all of their outstanding differences, disputes, and claims, whether asserted or unasserted, known or unknown, which were or could have been asserted in and which relate to the conduct alleged in the Action, as well as all other claims and causes of action.

NOTICE OF SETTLEMENT

10. On _____, 2014, the Court entered an Order granting Plaintiffs' Motion for Certification of a Settlement Class and Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") that preliminarily approved the Settlement Agreement, certified the Settlement Class for settlement purposes only, directed notice of the proposed settlement to the Settlement Class, and established a hearing date to consider the final approval of the Settlement for the class. For purposes of the Settlement, the parties have agreed that the Settlement Class shall be:

All cable television customers who 1) currently subscribe or 2) previously subscribed at any time from January 1, 2003 to December 31, 2008, to video programming services (other than solely to basic cable services) from Comcast, or any of its subsidiaries or affiliates, in the counties of

Bucks, Chester, Delaware, Montgomery and Philadelphia, Pennsylvania. The Class excludes governmental entities, Defendants, Defendants' subsidiaries and affiliates and this Court.

11. The Preliminary Approval Order required Defendants to mail or email, as a supplemental notice in one of its regular monthly invoices, to each subscriber entitled to notice under the Settlement Agreement, a Notice of Proposed Class Action Settlement that explains the terms of the Settlement Agreement and required Class Counsel to establish a website where additional information could be obtained. Further, Class Counsel was required to publish a Summary Notice of Proposed Class Action Settlement advising class members of the terms of the Settlement Agreement in the periodicals as set forth in Exhibit F attached to the Settlement Agreement, and provide notice on television stations.

12. The Court approved the form and substance of these Notices in its Preliminary Approval Order.

13. Pursuant to the Preliminary Approval Order, the notice by mail, Internet website established on _____, and publication was made no later than 120 days from the date of the Preliminary Approval Order. In addition, the Notices that were mailed and published informed class members of their right to object in writing and appear in person or through their own legal counsel at the fairness hearing that was conducted on _____, 2015. Affidavits confirming the mailing of the Notice of Proposed Class Action Settlement and Hearing to all Class Members who are Current Subscribers and the publication of the Summary Notice of Proposed Class Action Settlement have been filed with the Court. See Notice of Filing Affidavit of _____, dated _____, 2015.

14. Subsequent to the Notices being mailed and published, any submissions to Class Counsel by class members commenting upon or objecting to the Settlement Agreement have been made available for the Court's consideration.

APPROVAL OF SETTLEMENT

15. The Court has reviewed the terms of the Settlement Agreement and all objections and comments thereto and finds that the Settlement is fair, reasonable, and adequate under the circumstances of this case and in the best interests of the Settlement Class. Accordingly, the Settlement Agreement is approved. In evaluating the proposed settlement, the Court considered a variety of factors and makes the following findings:

- The named Plaintiff is an adequate representative of the Settlement Class, and treatment of this action as a class action for settlement purposes, with the Settlement Class as defined above, is appropriate, proper and satisfies the criteria set forth in Fed. R. Civ. P. 23(e);
- The Notices provided were the best practicable under the circumstances and satisfied Fed. R. Civ. P. 23(c) and the requirements of due process;
- More than adequate discovery has been conducted in this case for the purpose of determining the reasonableness of the Settlement;
- The terms of the Settlement provide substantial and direct benefits to the Settlement Class;
- Class Counsel, including Barry C. Barnett and David R. Woodward, are experienced trial practitioners with substantial experience in class action litigation and recommended approval of the Settlement Agreement;

- The future expense and likely duration of the litigation, and its uncertainty of outcome, supports approval of the class Settlement; and
- Nothing indicates an absence of good faith or independence between Plaintiff and Defendants regarding the Settlement Agreement.

DISCLAIMER OF ADMISSIONS

16. The provisions of this Final Judgment are entered as a result of the agreement and stipulation of the parties. The parties' stipulation and this Final Judgment are not intended to, and shall not be construed as, an admission or finding, express or implied, of any fault, liability or wrongdoing by Defendants.

APPLICABILITY

17. This order is the Final Judgment as defined in the Settlement Agreement.

18. The provisions of this Final Judgment are applicable to and binding upon Defendants, and upon all members of the Settlement Class, their heirs, administrators, executors, and assignees and dismiss in their entirety and with prejudice the claims of all members of the Settlement Class against Comcast, as more fully set out in section 9 of the Settlement Agreement, without costs to any party against any other party except as otherwise provided herein.

19. This Final Judgment is intended by the parties and the Court to be *res judicata* and to prohibit and preclude any prior, concurrent or subsequent litigation, arbitration, or other proceeding brought individually, or in the name of, and/or otherwise on behalf of the Plaintiff or members of the Settlement Class with respect to any and all claims or issues which were or could have been raised in the Action as of the Effective Date, as set forth in section 9 of the Settlement Agreement.

20. Plaintiff and all members of the Settlement Class, individually and on behalf of their affiliates, agents, successors and assigns, are deemed to have conclusively settled and released any future claims against Comcast related to the transactions and conduct alleged in the Complaint, as more fully set out in section 9 of the Settlement Agreement.

21. Plaintiff and all members of the Settlement Class, individually and on behalf of their affiliates, agents, successors and assigns, are deemed to have covenanted not to sue, institute, or instigate any legal, equitable or administrative proceedings against Comcast for any Released Claims, as more fully set out in section 9 of the Settlement Agreement.

22. Each member of the Settlement Class is barred and permanently enjoined from prosecuting any action in state or federal court, arbitration, or before any administrative body against Comcast with respect to any Released Claims, as more fully set out in paragraph 9 of the Settlement Agreement.

ATTORNEY'S FEES

23. Except as here expressly ordered, each of the parties shall bear his, her, or its own fees and costs.

24. Class Counsel's Fees: Class counsel have moved for an award of attorney fees and reimbursement of expenses. Pursuant to Rules 23(h)(3) and 54(d) of the Federal Rules of Civil Procedure, and pursuant to the factors for assessing the reasonableness of a class action fee request as set forth in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000), this Court makes the following findings of fact and conclusions of law:

- a) The Settlement confers a monetary benefit on the Class that is substantial when assessed in light of the risks of establishing liability and damages in this case;

- b) There were ____ objections by Class members to the requested fee award and such objections are overruled;
- c) Class Counsel have effectively and efficiently prosecuted this difficult and complex class action on behalf of the members of the Class, with no guarantee they would be compensated;
- d) Class counsel undertook numerous and significant risks of nonpayment in connection with the prosecution of this action;
- e) Class Counsel have reasonably expended over ____ hours and incurred substantial out of pocket expenses in prosecuting this action, with no guarantee of recovery;
- f) The Settlement achieved for the benefit of the Class was obtained as a direct result of Class Counsel's skillful advocacy;
- g) The Settlement was reached following negotiations held in good faith and in the absence of collusion;
- h) Class members were advised in the Notice, which notice was approved by this Court, that Class Counsel intended to move for an award of attorney fees, costs and expenses in an amount up to \$15,000,000.00, which would be paid by Comcast, separate and apart from the benefits to Class members;
- i) Class counsel did, in fact, move for an award of attorney fees, costs, and expenses in the amount of \$15,000,000.00, which motion has been on the docket and publicly available since _____;
- j) As detailed in Class Counsel's motion, an award of \$15,000,000.00 equates to approximately ____% of the total aggregate value of the settlement;

k) In light of the factors and findings described above, the requested fee award is within the applicable range of reasonable awards.

25. Accordingly, Class Counsel are hereby awarded attorney fees, costs, and expenses in the amount of \$_____. The Court finds this award to be fair and reasonable. The awarded fees and expenses shall be paid to Class Counsel in accordance with the terms of the Settlement Agreement. Class Counsel shall allocate the fees and expenses amount among the Plaintiffs' counsel.

RETENTION OF JURISDICTION

26. Jurisdiction is retained by this Court only for the purpose of enabling any party to this Final Judgment to apply to the Court at any time for such further orders and directions as may be necessary and appropriate for the carrying out of this Final Judgment. In all other respects, this case is dismissed with prejudice.

27. The Clerk of the Court is ordered to enter this Final Judgment forthwith.

28. In the event that this Final Judgment is not otherwise final and appealable, the Court finds and directs that there is no just reason for delaying enforcement or appeal and judgment should be entered.

SO ORDERED in chambers in Philadelphia, Pennsylvania, this ___ day of _____, 2015.

BY THE COURT:

JOHN R. PADOVA
U.S. DISTRICT JUDGE