

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

STANFORD GLABERSON, et al.	:	CIVIL ACTION
	:	
v.	:	
	:	
COMCAST CORPORATION, et al.	:	NO. 03-6604

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, 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, the Court having conducted a hearing on final approval of the class action settlement on September 9, 2015, and the Court having entered a Memorandum and an Order granting approval of Plaintiff’s Motion for Final Approval of Class Action Settlement (Docket Entry 621) and Plaintiff’s Motion for Award of Attorneys’ Fees (Docket Entry 615);

AND NOW this 22nd day of September, 2015, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that judgment is entered as follows:

JURISDICTION

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

NOTICE OF SETTLEMENT

2. On December 12, 2014, the Court entered an Order granting Plaintiff's 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.

3. 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.

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

5. Pursuant to the Preliminary Approval Order, the notice by mail, Internet website established on January 9, 2015, 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 September 9, 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 Declaration of Christine McGinty, filed May 11, 2015 (ECF No. 624), and Declaration of Katherine Kinsella Regarding Implementation of Class Notice Plan, filed May 11, 2015 (ECF No. 623).

6. As a Supplemental Notice, Comcast will provide notice to all Current Subscribers in their monthly bill informing them 1) that if the Current Subscribers did not elect in a claim form a different free services option (Settlement Credit) other than two free months of The Movie Channel, or did not file a claim form, the Current Subscriber will receive two free months of The Movie Channel; 2) when The Movie Channel will be available to the Current Subscriber; and 3) that a Current Subscriber who already receives The Movie Channel will receive a one-time credit of \$15 off such Current Subscriber's bill. The Supplemental Notice shall be given to all Current Subscribers by including in one complete billing cycle of Comcast bills either a notice insert or an email for Current Subscribers who receive paperless invoices. Comcast shall manage the process of providing the mailed or emailed Supplemental Notice to Current Subscribers in their monthly bills and bear the costs of providing such Supplemental Notice. The Supplemental Notice shall be provided as soon as administratively feasible and shall not delay the provision of benefits to the Settlement Class as provided in the Settlement Agreement,

including ¶ 8.5, except that the outside 120 day time limit set forth in ¶ 8.5 shall not apply to the provision of The Movie Channel benefit.

7. 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

8. The Court has reviewed the terms of the Settlement Agreement and all objections and comments thereto. For the reasons stated in the Memorandum and Order filed this day, the Court 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.

DISCLAIMER OF ADMISSIONS

9. 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

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

ATTORNEYS' FEES

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

17. Class Counsel's Fees: For the reasons stated in the Memorandum and Order filed this day, Class Counsel are hereby awarded attorneys' fees, costs, and expenses in the amount of \$15,000,000.00. 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. Co-Lead Class Counsel shall allocate the fees and expenses amount among the Plaintiff's counsel on a fair, reasonable and transparent basis applying factors courts consider in awarding and allocating fees in class action litigation, including, for example, the factors set forth in Gunter v. Ridgeway Entry Corp., 223 F.3d 190, 195 n.1 (3d Cir. 2000), each firm's contribution to the litigation for the benefit of the Settlement Class, the risks borne by counsel in litigating the case on a contingency basis, leadership and other roles assumed, lodestars, the quality of work performed, contributions made, the magnitude and complexity of assignments executed and the time and effort expended by counsel.

RETENTION OF JURISDICTION

18. 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**.

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

20. 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.

BY THE COURT:

s/John R. Padova
JOHN R. PADOVA, J.