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5 Attorney for Plaintiff

6 UNITED STATES DISTRICT COURT  
 7 NORTHERN DISTRICT OF CALIFORNIA  
 8 SAN FRANCISCO DIVISION

10 LYNN HALL,  
 11 Plaintiff,

12 vs.

13 COMCAST CORPORATION, COMCAST  
 14 OF CALIFORNIA / COLORADO / TEXAS /  
 15 WASHINGTON, INC., COMCAST OF  
 16 CALIFORNIA / COLORADO /  
 17 WASHINGTON I, INC. and DOES 1 to 50  
 18 Defendants.

Case No.: 3:11-cv-05174-JSW

**STIPULATION AND ~~PROPOSED~~ ORDER  
 REGARDING SETTLEMENT,  
 DISMISSING INDIVIDUAL CLAIMS WITH  
 PREJUDICE, AND DISMISSING CLASS  
 CLAIMS WITHOUT PREJUDICE**

**STIPULATION**

1  
2 Plaintiff Lynn Hall (“Plaintiff”), along with Defendant Comcast Corporation and Defendant  
3 Comcast of California / Colorado / Washington I, Inc. (“Defendants”) (collectively, “the Parties”),  
4 through their respective counsel present the following stipulation and proposed order regarding  
5 settlement and dismissal.

6 WHEREAS, Plaintiff’s Counsel filed a Complaint on behalf of Plaintiff Hall and those similarly  
7 situated to her in Alameda County Superior Court on September 16, 2011;

8 WHEREAS, the Complaint included class allegations of all similarly situated Business Account  
9 Executives against Defendants for violations of the California Labor Code and the California Business  
10 and Professions Code §§ 17200, *et seq.* Plaintiff challenged Defendants’ policies and/or practices of  
11 failing to reimburse Business Account Executives for necessary expenditures and losses they incurred  
12 as a direct consequence of discharging their employment duties. Specifically, Plaintiff alleged that  
13 Defendants failed to reimburse Business Account Executives for mileage expenses, cellular phone  
14 expenses, home office expenses, and other work-related expenditures. Plaintiff sought to represent a  
15 class of “all individuals employed in California by Comcast as Business Account Executives, or  
16 similarly situated outside salespersons, at any time within the period of four years prior to the  
17 commencement of this action through the date of judgment of this action”;

18 WHEREAS, on October 20 and 21, 2011, Defendants answered the Complaint and denied  
19 Plaintiff’s allegations;

20 WHEREAS, after reviewing the information obtained during extensive investigation, class  
21 outreach, discovery, and depositions Plaintiff’s counsel ultimately determined that the case was better  
22 suited to proceed on behalf of Plaintiff Lynn Hall individually as opposed to on a class-wide basis.  
23 Consequently, Plaintiff did not file a class certification motion on February 22, 2013<sup>1</sup>;

24 WHEREAS, the Parties began arms’-length negotiations to settle this lawsuit on behalf of  
25 Plaintiff and one additional Business Account Executive, Raquel Luzi Steiner (“Ms. Steiner”). The  
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27 <sup>1</sup> If the Court requires additional information about this decision, Plaintiff’s counsel is willing to provide details for the  
Court’s *in camera* review.

1 Parties ultimately agreed that Plaintiff Hall and Ms. Steiner, would settle their individual claims in this  
2 lawsuit in exchange for monetary compensation. Other than the compensation set forth in the  
3 settlement agreements, each party is to bear its own attorneys' fees and costs;

4 WHEREAS, the Parties have carefully and exhaustively negotiated individual settlements for  
5 Plaintiff Hall and Ms. Steiner, and have agreed to resolve their individual claims as set forth in their  
6 respective Settlement Agreements;

7 WHEREAS, the Federal Rules of Civil Procedure ("FRCP") Rule 23(e) requires court approval  
8 to dismiss a certified class action. As discussed above, Plaintiff did not move for class certification in  
9 this case. Generally, as valid, binding contracts, settlement agreements do not need to be approved,  
10 ratified or adopted by the court in order to be enforceable. *See* 15B Am. Jur. 2d Compromise and  
11 Settlement § 9; *see also Adoma v. Univ. of Phoenix, Inc.*, 913 F.Supp.2d 964 (E.D. Cal. 2012) ("This  
12 requirement of court approval for [a Rule 23 class action] settlement is in contrast to the procedures for  
13 settlement in most other civil actions");

14 WHEREAS, in light of the Parties' negotiated individual settlements, the Parties hereby stipulate  
15 to dismiss Plaintiff Hall and Ms. Steiner's individual claims with prejudice, and dismiss the remaining  
16 class claims *without prejudice*;

17 WHEREFORE, the Parties request that the Court dismiss class claims *without prejudice*.

18 **IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES:**

19 The Parties respectfully request that the Court dismiss Plaintiff Hall and Ms. Steiner's individual  
20 claims with prejudice, and that the Court enter an order dismissing the remaining class claims *without*  
21 *prejudice*.

22 DATED: July 30, 2013

SCHNEIDER WALLACE  
COTTRELL KONECKY LLP

24 /s/ Carolyn H. Cottrell  
25 CAROLYN H. COTTRELL  
26 Attorneys for Plaintiff LYNN HALL

1 DATED: July 30, 2013

LAFAYETTE & KUMAGAI LLP

2 /s/ Rebecca K. Kimura  
3 REBECCA K. KIMURA  
4 Attorneys for Defendants COMCAST CORPORATION and  
5 COMCAST OF CALIFORNIA / COLORADO /  
6 WASHINGTON I, INC.  
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**ORDER**

The individual claims of Plaintiff Lynn Hall and Ms. Raquel Luzi Steiner are dismissed with prejudice, as stipulated between the Parties. The Court, hereby dismisses the remaining class claims *without prejudice*.

IT IS SO ORDERED.

July 31, 2013

  
HON. JEFFREY S. WHITE  
United States District Court