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15 Attorneys for Plaintiffs
 ANDRÉ SCOTT, KEN FASSLER, and ELIJAH
 16 MAXWELL-WILSON

17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA

19 ANDRE SCOTT, an individual; KEN
 20 FASSLER, an individual; ELIJAH
 MAXWELL-WILSON, an individual, and on
 21 behalf of themselves, all others similarly
 situated,

22 Plaintiffs,

23 vs.

24 COMCAST CABLE COMMUNICATIONS
 25 MANAGEMENT, LLC, a Delaware
 corporation; and DOES 1-50, inclusive,

26 Defendants.
 27

Case No. 3:16-cv-06869-EMC

**STIPULATION AND [PROPOSED]
 ORDER REGARDING PLAINTIFF
 FASSLER'S FLSA CLAIM AND
 PRESERVING COMCAST'S RIGHT TO
 MOVE TO COMPEL CLAIMS TO
 ARBITRATION**

Complaint Filed: November 30, 2016
 Trial Date: None Set

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STIPULATION

Defendant Comcast Cable Communications Management, LLC (“Comcast”) and Plaintiffs Andre Scott, Ken Fassler, and Elijah Maxwell-Wilson (“Plaintiffs”) (collectively, the “Parties”), through their undersigned counsel of record, stipulate that Comcast does not waive its right to move to compel the claims of Plaintiff Ken Fassler and unnamed putative class members to arbitration on a non-class, non-collective basis as follows:

WHEREAS, on November 30, 2016, Plaintiffs filed a putative class and collective action complaint in this Court alleging the following causes of action: (1) failure to provide meal periods in violation of California Labor Code Sections 204, 223, 226.7, 512, and 1198; (2) failure to provide rest periods in violation of California Labor Code Sections 204, 223, 226.7, and 1198; (3) failure to pay all minimum and overtime wages in violation of California Labor Code Sections 223, 510, 1194, 1197 and 1198; (4) failure to timely pay all wages due in violation of California Labor Code Sections 201, 202, and 203; (5) unfair business practices in violation of California Business & Professions Code Sections 17200, et seq.; and (6) failure to pay wages for all hours worked under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. Sections 201, et seq.;

WHEREAS, on December 16, 2016, Comcast requested that Plaintiff Fassler dismiss his claims asserted on behalf of the putative class and submit his claims on a non-class and non-collective basis to either mediation or arbitration in accordance with Comcast’s alternative dispute resolution program entitled Comcast Solutions, which Comcast contends contains a valid and enforceable agreement to arbitrate on an individual basis;

WHEREAS, Comcast further maintains that putative members of the purported class and/or collective actions have also entered into the Comcast Solutions agreements to arbitrate on an individual basis that encompass all of the claims alleged in the First Amended Complaint;

WHEREAS, the Parties’ counsel have extensively met and conferred regarding the Comcast Solutions agreements to arbitrate on a non-class and non-collective basis;

WHEREAS, on March 2, 2017, the Parties appeared at the initial case management conference, where the Court ordered the Parties to complete private mediation by August 1, 2017;

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ATTESTATION

I, Daryl S. Landy, am the ECF user whose identification and password are being used to file this Stipulation and [Proposed] Order Regarding Plaintiff Fassler’s FLSA Claim and Preserving Comcast’s Right to Move to Compel Arbitration of Claims To Arbitration. In compliance with Civil L.R. 5-1(i)(3), I hereby attest that Thomas Segal concurs in this filing.

DATED: May 19, 2017

MORGAN, LEWIS & BOCKIUS LLP

By _____ /s/ Daryl S. Landy

DARYL S. LANDY

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~~**[PROPOSED] ORDER**~~

For the reasons stated in the Parties' Stipulation, Plaintiff Ken Fassler will not litigate or seek discovery regarding his Sixth Claim for Relief under the Fair Labor Standards Act ("FLSA"). Comcast will not move to compel Plaintiff Fassler's claims to arbitration, if at all, until after mediation is complete, and Comcast may engage in initial discovery of Plaintiff Fassler's claims, including written discovery and depositions, without waiving its right to seek to compel Plaintiff Fassler's claims to arbitration after mediation is complete.

IT IS SO ORDERED.

DATED: 5/26, 2017

