

If you subscribed to Premium Cable and paid a rental fee for a Set-Top Box, you could receive benefits from a class action settlement.

A federal court directed this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached with Defendants Comcast Corporation, Comcast Holdings Corporation, Comcast Cable Communications, LLC, and Comcast Cable Communications Holdings, Inc. (collectively “Comcast”) about alleged unfair trade practices related to the rental of “Set-Top Boxes” to customers who subscribe to Comcast’s Premium Cable services.
- The Settlement offers a cash benefit to former Comcast subscribers and a cash benefit or in-kind relief in the form of an account credit to current Comcast subscribers who resided in the states of California, Washington, or West Virginia during the Class Period or who opted out of Comcast’s arbitration clause as recorded within the arbitration clause opt-out list kept at Comcast’s offices, and paid Comcast a rental fee for a Set-Top Box at any time during the Class Period.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

| Your Legal Rights And Options In This Settlement | |
|---|--|
| Submit a Claim Form by August 31, 2019 | <ul style="list-style-type: none">• If you are former Comcast subscriber – submit a Claim Form seeking cash payment.• If you are a current Comcast subscriber – submit a Claim Form seeking cash payment or in-kind relief. |
| Exclude Yourself by July 9, 2019 | Request to be excluded, and get no benefits from the Settlement. This is the only option that allows you to start or continue a lawsuit against Comcast about the rental of Set-Top Box devices. |
| Object by July 9, 2019 | Write to the Court about why you do not like the Settlement. |
| Go to a Hearing | Ask to speak in Court about the fairness of the Settlement. |
| Do Nothing | Get no benefits. Give up your rights to sue Comcast for legal claims regarding the rental of Set-Top Box devices. |

- 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, benefits will be distributed to those who file a valid and timely Claim Form.

Questions? Call 1-888-748-8055 or visit www.SetTopBoxSettlement.com.
Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

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BASIC INFORMATION

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 about 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 Anita B. Brody of the United States District Court for the Eastern District of Pennsylvania is overseeing this class action. The Settlement resolves the cases transferred to the multi-district litigation known as *In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation*, Case No. 2:09-md-02034-AB.

The persons who sue are called “Plaintiffs,” and the companies being sued—Comcast Corporation, Comcast Holdings Corporation, Comcast Cable Communications, LLC, and Comcast Cable Communications Holdings, Inc.—are called collectively “Comcast.”

What is this lawsuit about?

The lawsuit claims that Comcast dominates the market for Premium Cable in the areas in which it operates and abuses its power by requiring consumers, as a condition of purchasing its Premium Cable services, to use and to rent the Set-Top Boxes that it distributes. The lawsuit further claims that by tying the sale of Premium Cable to the rental of its Set-Top Boxes, Comcast has substantially restricted competition in the market for the rental of Set-Top Boxes, enabling Comcast to reap supra-competitive profits from Class Members and producing significant adverse effects on interstate commerce.

Plaintiffs’ Fourth Amended Consolidated Class Action Complaint includes all of Plaintiffs’ allegations in the lawsuit and is available on the Settlement website.

Comcast denies the claims and allegations in this lawsuit.

Why is this a class action?

In a class action, one or more people called “Plaintiffs” (James E. Deanne, William Gonzales, John Martich, and Carrie D. Cooper) sue on behalf of people who have similar claims. 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 through the process described below.

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. 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.

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 determine if you are a member of the Settlement Class.

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

The Court decided that the Settlement Class includes all persons who:

- (i) resided in and subscribed to Premium Cable in California, Washington, or West Virginia during the Class Period, or
- (ii) subscribed to Premium Cable in any state in the United States during the Class Period and elected to opt out of Comcast’s arbitration clause as reflected in Comcast’s records;

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and paid Comcast a rental fee for a Set-Top Box at any time during the Class Period.

The Class Period is from January 1, 2005 to September 5, 2018.

If you are unsure whether you opted out of Comcast's arbitration clause, then you may call 1-888-748-8055 or email info@SetTopBoxSettlement.com to determine whether you are recorded as an arbitration clause opt-out within the arbitration clause opt-out list kept at Comcast's offices.

How do I know if I have a Set-Top Box?

A Set-Top Box is a device that:

- Allows a subscriber of cable television service to tune the television to different cable television programming; and contains a method of encrypting cable television programming that prevents unauthorized viewing; or
- Converts digital cable television programming into analog so that it may be viewed on certain televisions.

Are there exceptions to being included?

Yes. The following are not included in the Settlement: those persons who opt out of the Settlement (*see* "Excluding Yourself from the Settlement" below); commercial account subscribers; 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 Anita B. Brody and members of her judicial staff of the United States District Court for the Eastern District of Pennsylvania, as well as 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.

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.SetTopBoxSettlement.com or call the toll free number, 1-888-748-8055. You may also write with questions to Comcast Set-Top Box Settlement, P.O. Box 6006, Portland, OR, 97228-6006 or send an email to info@SetTopBoxSettlement.com.

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 not to exceed \$15.5 million. The \$15.5 million is not part of any fund. If more than \$15.5 million worth of claims is submitted by eligible Claimants, the benefits will be distributed on a pro rata basis. If less than \$15.5 million worth of claims is submitted by eligible Claimants, Comcast is entitled to retain the balance.

Subscribers who are Settlement Class Members and submit a valid Claim Form can receive between \$10.00 and \$15.00, payable by check. In lieu of that cash payment, Current Subscribers who are Settlement Class Members and submit a valid Claim Form have the option of receiving credits redeemable for a variety of Comcast services. Benefit options may vary depending on the period of time you rented a Set-Top Box and how many Set-Top Boxes you rented. Please review each benefit category listed below.

What are the benefits of the Settlement?

Subscribers who are Settlement Class Members and submit a valid Claim Form will be entitled to cash or Settlement Credits as provided below:

Cash Payment: Settlement Class Members shall be entitled, upon submission of a valid Claim Form, to a cash payment in accordance with the length of time they rented a Set-Top Box from Comcast, regardless of the number of Set-Top Boxes they rented, as follows:

- If the Claimant rented at least one Set-Top Box from 1 to 35 months (0 to 3 years), the Claimant is entitled to ten U.S. dollars and no cents (\$10.00), payable by check.
- If the Claimant rented at least one Set-Top Box from 36 to 59 months (3 to 5 years), the Claimant is entitled to twelve U.S. dollars and fifty cents (\$12.50), payable by check.

Questions? Call 1-888-748-8055 or visit www.SetTopBoxSettlement.com.

- If the Claimant rented at least one Set-Top Box for 60 or more months (more than 5 years), the Claimant is entitled to fifteen U.S. dollars and no cents (\$15.00), payable by check.

Settlement Credits: In lieu of the Cash Payment set forth above, Settlement Class Members who are Current Subscribers, upon submission of a valid Claim Form, may elect to receive in-kind relief, in accordance with the length of time they rented a Set-Top Box from Comcast, as follows:

- If the Claimant rented at least one Set-Top Box from 1 to 35 months (0 to 3 years), the Claimant is entitled to select one of the following options:
 - (a) three (3) free months of Showtime (up to a maximum \$30.00 value); or
 - (b) five (5) movie or television show rentals or purchases (up to a maximum \$29.95 value).

Plus, if the Claimant rented more than one Set-Top Box, one (1) additional movie or television show rental or purchase (up to a maximum \$5.99 value).
- If the Claimant rented at least one Set-Top Box from 36 to 59 months (3 to 5 years), the Claimant is entitled to select one of the following options:
 - (a) three (3) free months of Showtime (up to a maximum \$30.00 value) and one (1) movie or television show rental or purchase (up to a maximum \$5.99 value) (a combined up to maximum \$35.99 value); or
 - (b) six (6) movie or television show rentals or purchases (up to a maximum \$35.94 value).

Plus, if the Claimant rented more than one Set-Top Box, two (2) additional movie or television show rentals or purchases (up to a maximum \$11.98 value).
- If the Claimant rented at least one Set-Top Box for 60 or more months (more than 5 years), the Claimant is entitled to select one of the following options:
 - (a) three (3) free months of Showtime (up to a maximum \$30.00 value) and two (2) movie or television show rentals or purchases (up to a maximum \$11.98 value) (a combined up to maximum \$41.98 value); or
 - (b) seven (7) movie or television show rentals or purchases (up to a maximum \$37.97 value).

Plus, if the Claimant rented more than one Set-Top Box, three (3) additional movie or television show rentals or purchases (up to a maximum \$17.97 value).

Your rental period is determined by the length of time you rented a Set-Top Box during the time period from January 1, 2005, to September 5, 2018. The Settlement Credits will expire ninety (90) days after issuance. To receive Settlement Credits, you must be a Current Subscriber and a customer in good standing (i.e., the account cannot be open to disconnection for non-payment). To receive any Settlement benefit, a Current Subscriber who elects to receive Settlement Credits must continue to subscribe to Comcast until in-kind benefits are distributed.

HOW TO GET A PAYMENT OR OTHER BENEFITS

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

If you qualify for the benefits described above, you must complete and submit a Claim Form including all required information. You can quickly and easily file your Claim Form online at www.SetTopBoxSettlement.com. The deadline to file a Claim online is **11:59 p.m. PST on August 31, 2019**. You also can request one be sent to you by calling 1-888-748-8055 or by writing to Comcast Set-Top Box Settlement, P.O. Box 6006, Portland, OR 97228-6006. Claim Forms submitted by mail must be postmarked on or before **August 31, 2019**.

Please read all instructions carefully and fill out the Claim Form completely.

Questions? Call 1-888-748-8055 or visit www.SetTopBoxSettlement.com.

How and when will the Claims Administrator process claims for benefits?

Eligible Class Members who submit a valid and timely Claim Form will receive their benefits after the Court grants “final approval” of the Settlement and after 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.

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 Released Claims described and identified in Section 10 of the Settlement Agreement. This means you will no longer be able to sue Comcast regarding any of the claims described in the Settlement Agreement.

The Settlement Agreement is available at www.SetTopBoxSettlement.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in the section “The Lawyers Representing You” 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. This is called asking to be excluded from, or sometimes called “opting out” of, the Settlement Class.

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

No. If you exclude yourself, you may not apply for any benefits under the Settlement 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. You will not be bound by anything that happens in this class action Settlement.

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. Unless you have opted out of Comcast’s arbitration clause and class action ban, you may have to arbitrate your claim if you exclude yourself from the Settlement and Settlement Class.

How do I get out of the Settlement?

To exclude yourself from the Settlement and Settlement Class, you must send the Claims Administrator and Class Counsel or Class Counsel’s designee a written request for exclusion (“Opt-Out Request”).

You must mail your completed request for exclusion, postmarked no later than **July 9, 2019**, to:

| CLAIMS ADMINISTRATOR | CLASS COUNSEL |
|--|---|
| Comcast Set-Top Box Settlement P.O. Box 6006 Portland, OR 97228-6006 | Dianne M. Nast, Esq. NastLaw LLC 1101 Market Street, Suite 2801 Philadelphia, PA 19107 |

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

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

Questions? Call 1-888-748-8055 or visit www.SetTopBoxSettlement.com.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

The Court appointed Dianne M. Nast of NastLaw LLC, Kenneth A. Wexler of Wexler Wallace LLP, and Stephen A. Corr of Stark & Stark 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.

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 and publishing the Notice.

If the Settlement is approved by the Court, Class Counsel will apply to the Court for reasonable attorneys’ fees and expenses of no more than \$1.1 million to be awarded by the Court and to be paid by Comcast. The Court may award less than these amounts. Also, the four named Plaintiffs in this Action will receive an incentive payment, which will not exceed \$1,000.00 each for their effort, service, time, and expenses. Members of the Settlement Class will not be responsible for the fees and expenses of Class Counsel, and the payment of attorneys’ fees and expenses will not reduce the benefits to the Settlement Class.

OBJECTING TO THE SETTLEMENT

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, if you wish, object to the certification of the Settlement Class, to the terms of the proposed Settlement, or to Class Counsel’s application for an award of attorneys’ fees and expenses.

An objection to the Settlement Agreement must:

- (1) contain the full name and current address of the person objecting;
- (2) contain the title of the lawsuit: *In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation*, Case No. 2:09-md-02034-AB (E.D. Pa.);
- (3) state the reasons for the objection;
- (4) be accompanied by any evidence, briefs, motions, or other materials the objector intends to offer in support of the objection;
- (5) be signed by the objector; and
- (6) be filed with the Court and served upon Class Counsel and counsel for Comcast to the addresses below so that it is **postmarked by July 9, 2019**.

| COURT | CLASS COUNSEL | COMCAST’S COUNSEL |
|--|---|--|
| U.S. District Court for the Eastern District of Pennsylvania Clerk of the Court 601 Market Street, Room 2609 Philadelphia, PA 19106 | Dianne M. Nast, Esq. NastLaw LLC 1101 Market Street, Suite 2801 Philadelphia, PA 19107 | Jaime Bianchi, Esq. White & Case LLP 200 South Biscayne Blvd, Suite 4900 Miami, FL 33131-2352 |

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

Questions? Call 1-888-748-8055 or visit www.SetTopBoxSettlement.com.

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.

THE COURT'S FAIRNESS HEARING

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

On **September 10, 2019**, at 10:00 a.m., the Court will hold a public hearing in Courtroom 7B of the United States District Court for the Eastern District of Pennsylvania, located at the U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, to determine whether the Settlement Class should be certified and whether the Settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court will also consider Class Counsel's application for an award of attorneys' fees and expense reimbursement and any opposition thereto.

This hearing may be continued 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 be heard orally in opposition to the Settlement, either personally or through your own separate counsel, you must state in your written objection your intention to appear at the Fairness Hearing as set forth above.

Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the 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.

What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not get benefits from this Settlement. And, 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

How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions at www.SetTopBoxSettlement.com. You may also write with questions to Comcast Set-Top Box Settlement, P.O. Box 6006, Portland, OR 97228-6006 or send an email to info@SetTopBoxSettlement.com. You can file a Claim Form electronically at the website, or have a Claim Form mailed to you by calling 1-888-748-8055. If you wish to communicate directly with Class Counsel, you may contact them at the address listed above, or by email at dnast@nastlaw.com. You may also seek advice and guidance from your own private attorney at your own expense.

Questions? Call 1-888-748-8055 or visit www.SetTopBoxSettlement.com.