



## I. ACKNOWLEDGEMENT AND AUTHORIZATION FOR CURRENT EMPLOYEES

If I am a current employee of Charter Communications, LLC or Charter Communications, Inc. (CCI) (Fict. Name), a/k/a Charter Communications, Inc. (Corp. Name) (collectively "Defendants"), I acknowledge, understand, and agree to: (1) comply with Defendants' payroll reporting policies and accurately report all working time; (2) immediately report to a designated representative for Defendants any instruction to work off-the-clock or to otherwise under- or over-report any working time; (3) not perform any off-the-clock work; and (4) contact a designated representative for Defendants if I have any questions about what is working time or have any complaints about my pay.

## II. WAIVER AND RELEASE

A. Unless I opt out of the settlement in this Litigation by the procedure provided in Section III.B of the Notice referenced above, I acknowledge, understand, and agree that I am fully and completely releasing Charter Communications, LLC and Charter Communications (CCI), Inc. (Fict. Name), a/k/a Charter Communications, Inc. (Corp. Name) (collectively "Defendants"), and their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present, and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by Defendants, divisions, units, branches and any other persons or entities acting on their behalf (together with Defendants, the "Released Persons") from any and all wage-related claims, demands, rights, liabilities, expenses, and losses of any kind, that I and my heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns have, had, might have or might have had against any of the Released Persons based on any act or omission that occurred at any time through and including August 29, 2008, whether in any way related to any of the facts or claims alleged in the Litigation (as defined above) or the negotiations leading to the settlement of the Litigation, as well as from the obligation to make any payment to any person, attorney, or law firm for attorneys' fees, expenses or costs incurred on my behalf, even if presently unknown and/or unasserted. The matters released herein include any and all wage-related claims of any kind based on any act or omission that occurred at any time through and including August 29, 2008, including but not limited to claims pursuant to the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201, *et seq.*, including any FLSA retaliation claims that could be brought; any breach of contract claims; any state common law wage claims, including but not limited to claims of unjust enrichment and *quantum meruit*; any and all claims pursuant to or derived from the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 *et seq.*, that arise from any alleged failure to pay wages, including any claims for benefits under any benefit plans subject to ERISA that arise from any such alleged failure; any claims brought under any wage-and-hour laws or wage-related claims under other laws, and any other claims of any kind related to the Released Persons' alleged failure to pay wages up to and including August 29, 2008, including but not limited to wage-related claims under any of the following state statutes and regulations:

Alaska Wage and Hour Act, A.S. §§ 23.10.050, *et seq.*; Arizona Revised Stat. §§ 23-350, *et seq.*, and §§ 23-362, *et seq.*; Minimum Wage Act of the State of Arkansas, A.C.A. §§ 11-4-201, *et seq.*; all claims under all California wage orders, the California Labor Code, and other applicable statutes, including but not limited to California Labor Code Sections 201-204, 212, 221, *et seq.*, 226, 226.7, 400, *et seq.*, 510, *et seq.*, 512, 558, 1194, 2699, *et seq.*, and 2802, Wage Order 4 of the Industrial Welfare Commission ("IWC") Wage Orders (8 Cal. ¶ Code Regs. §§ 11010, *et seq.*), the California Business & Professions Code § 17200 and Code of Civil Procedure §§ 1021.5 and 1542, and the California Private Attorney General Act; Colorado Minimum Wage Law, C.R.S. §§ 8-6-101, *et seq.*, and Colorado Minimum Wage Order Nos. 22-24, 7 C.C.R. 1103-1, C.C.H. 6-41, 801, *et seq.*; Connecticut Wage and Hour Law, C.G.S. §§ 31-51ii, C.G.S. §§ 31-58, *et seq.*, C.G.S. §§ 31-70, *et seq.*, and Connecticut Agency Regulation 31-60-10(a); Delaware Minimum Wage Act, 19 Del. C. §§ 901, *et seq.*, and Wage Payment and Collection Act, 19 Del. C. §§ 1101, *et seq.*; District of Columbia Minimum Wage Act, D.C. Code §§ 32-1001, *et seq.*; Florida Statute §§ 448.01, *et seq.*, the Florida Minimum Wage Act, Florida Stat. § 448.110, and Florida Constitution, Art. X, § 24; Georgia Minimum Wage Law, GA. Code, §§ 34-4-1, *et seq.*; Fair Labor Standards Act of Guam, Guam Code Ann. §§ 3101, *et seq.*, §§ 3201, *et seq.*; Hawaii Wage and Hour Law, H.R.S. §§ 387-1, *et seq.*, and §§ 388-1, *et seq.*; Idaho Hours Worked Act, I.C.A. §§ 44-1201, *et seq.*, and Minimum Wage Law, I.C.A. §§ 44-1501, *et seq.*; Illinois Minimum Wage Law, 820 I.L.C.S. 105/1, *et seq.*, Illinois Wage Payment and Collection Act, 820 I.L.C.S. 115/1, *et seq.*, and 56 Ill. Admin. Code § 210.100; Indiana Minimum Wage Law of 1965, Ind. Code §§ 22-2-2-1, *et seq.*; Iowa Wage Payment and Collection Act, I.C.A. §§ 91A.1, *et seq.*, Minimum Wage Act, I.C.A. § 91D.1, and 875 Iowa Admin. Code §§ 215-217; Kansas Minimum Wage and Maximum Hours Law, K.S.A. §§ 44-1201, *et seq.*; Kentucky Wages and Hours Laws, K.R.S. §§ 337, *et seq.*, and 803 Ky. Admin. Regs. 1:005, *et seq.*; Louisiana Revised Stat. §§ 23:631, *et seq.*; Maine Minimum Wages Laws, 26 M.R.S.A. §§ 601, *et seq.*, 26 M.R.S.A. §§ 621-A, *et seq.*, and 26 M.R.S.A. §§ 661, *et seq.*; Maryland Wage and Hour Law and Maryland Wage Payment and Collection Law, Md. Code §§ 3-401, *et seq.*, §§ 3-501, *et seq.*; Massachusetts Minimum Fair Wage Law, G.L. c. 149 §§ 100, 148, *et seq.*, 151 §§ 1A, *et seq.*, and 455 C.M.R. §§ 2.01, *et seq.*; Michigan Minimum Wage Law of 1964, M.C.L. 408.381, *et seq.*; Minnesota Fair Labor Standards Act, Minn. Stat. §§ 177.21, *et seq.*; Mississippi Code Ann. § 71-1-35; Missouri Revised Stat. §§ 290.010, *et seq.*, and §§ 290.500, *et seq.*; Montana Wages and Wage Protection Laws, §§ 39-2-301, *et seq.*, §§ 39-3-101, *et seq.*, §§ 39-3-201, *et seq.*, §§ 39-3-401, *et seq.*, §§ 39-4-101, *et seq.*, and M.C.A. and Mont. Admin. R. 24.16. 1001, *et seq.*; Nebraska Minimum Wages

Act, Neb. Rev. Stat. §§ 48-1201, *et seq.*, and Wage Payment and Collection Act, Neb. Rev. Stat. §§ 48-1228, *et seq.*; Nevada Compensation, Wages and Hours Laws, N.R.S. 608.005, *et seq.* and Nevada Constitution, Art. 15, § 16; New Hampshire Minimum Wage Law, R.S.A. 279:1, *et seq.*; New Jersey State Wage and Hour Law, N.J.S.A. 34:11-56a, *et seq.*, and N.J. Admin. Code §§ 12:56-1.1, *et seq.*; New Mexico Labor Conditions and Payment of Wages Laws and Minimum Wage Act, N.M.S.A. §§ 50-4-01, *et seq.*, and N.M. Admin Code §§ 11.1.4.1, *et seq.*; New York Wage Payment Laws, N.Y. Lab. Law §§ 160, *et seq.*, §§ 190, *et seq.*, and Minimum Wage Act, N.Y. Lab. Law §§ 650, *et seq.*, and Minimum Wage Orders, 12 N.Y.C.R.R. §§ 142-2.1, *et seq.*; North Carolina Wage and Hour Act, N.C. Gen. Stat. §§ 95-25.1, *et seq.*; North Dakota Minimum Wages and Hours Laws, N.D.C.C. §§ 34-06-01, *et seq.*, and Minimum Wage and Work Conditions Order, N.D. Admin. Code §§ 46-02-07, *et seq.*, and any state or local law or policy relating to unknown claims, including but not limited to N.D.C.C. § 9-13-02; Ohio Minimum Fair Wage Standards Act, R.C. §§ 4111.01, *et seq.*, and Ohio Constitution, Art. II, § 34a; Oklahoma Protection of Labor Laws, 40 Okl. St. Ann. §§ 165.1, *et seq.*, §§ 197.1, *et seq.*, and Okla. Admin. Code §§ 380:30-1-2, *et seq.*; Oregon Labor and Employment Laws, O.R.S. §§ 652.010, *et seq.*, O.R.S. §§ 653.010, *et seq.*, and Oregon Administrative Rules, O.A.S. 839-020-0010, *et seq.*; Pennsylvania Minimum Wage Act of 1968, 43 P.S. §§ 333.101, *et seq.*, Wage Payment and Collection Law, 43 P.S. §§ 260.1, *et seq.*, and 34 Pa. Code §§ 9.1, *et seq.*, §§ 231.1, *et seq.*; Puerto Rico Working Hours and Days Laws, 29 L.P.R.A. § 271, *et seq.*; Rhode Island Minimum Wage Act, G.L. §§ 28-12-1, *et seq.*; South Carolina Payment of Wages Act, S.C. Code, §§ 41-10-10, *et seq.*; South Dakota Labor and Employment Laws, S.D.C.L. §§ 60-1-1, *et seq.*, and any state or local law or policy relating to unknown claims, including but not limited to S.D.C.L. § 20-7-11; Tennessee Code Ann. §§ 50-2-101, *et seq.*; the Texas Payment of Wages Act, Tex. Lab. Code Ann. §§ 61.001, *et seq.*, Minimum Wage Act, Tex. Lab. Code Ann. §§ 62.001, *et seq.*, and Texas Payday Rules, 40 Tex. Admin. Code §§ 821.1, *et seq.*; the Utah Minimum Wage Act, Utah Code Ann. §§ 34-40-101, *et seq.*, and Utah Admin. Code R610-1-1, *et seq.*; Vermont Wages and Medium of Payment Laws, 21 V.S.A. §§ 341, *et seq.*, and 21 V.S.A. §§ 381, *et seq.*; Virginia Minimum Wage Act, Va. Code Ann. §§ 40.1-28.8, *et seq.*; U.S. Virgin Islands Fair Labor Standards Act and Wage Laws, 24 V.I. Code Ann., Chapter 1, §§ 1, *et seq.*; Washington Labor Regulations, R.C.W. 49.12.005, *et seq.*, 49.28.010, *et seq.*, 49.46.005, *et seq.*, 49.48.010, *et seq.*, and Washington Minimum Wage Rules, WAC 296-126.001, *et seq.*, WAC 296-128.010, *et seq.*; West Virginia Safety & Welfare of Employees Act, W.Va. Code § 21-3-10a, Wage Payment & Collection Act, W.Va. Code §§ 21-5-1, *et seq.*, Minimum Wage and Maximum Hours Act, W.Va. Code §§ 25-5C-1, *et seq.*; Chapters 103, 104, 109, and 111 of the Wisconsin Statutes, Chapters DWD 272, 274, and 275 of the Wisconsin Administrative Code, and any Wisconsin state breach of contract and common law wage claims, including, but not limited to claims of unjust enrichment; and Wyoming Minimum Wages, §§ 27-4-201, *et seq.*, and Collection of Unpaid Wages, §§ 27-4-501, *et seq.*

The released claims do not include claims for worker's compensation benefits that may not be waived under applicable law.

B. I further covenant and agree, since I am settling disputed claims, that except for the Settlement Proceeds I receive pursuant to the settlement of this Litigation, I will not accept, recover, or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any claims asserted, released or settled in this Litigation which may arise out of or in connection with any other individual, class, or any administrative remedies pursued by any individual, federal, state, or local governmental agency against any of the Released Persons.

C. If I worked as a Technician for any of the Released Persons in California, I further covenant and agree not to take any steps to initiate, file, or participate in any claim under the California Private Attorney General Act, California Labor Code section 2699, *et seq.* with respect to any claims for violation of the California Labor Code that allegedly arose during the time period of August 15, 2004 through and including August 29, 2008.

Waiver of California Civil Code section 1542: I acknowledge that if I worked for any of the Released Persons in California I may have claims related to the released claims above that are presently unknown and that the release contained in this form is intended to and will fully, finally, and forever discharge even such claims, whether now asserted or unasserted, known or unknown, to the extent they fall within the description of claims being released above.

**ACCORDINGLY, I EXPRESSLY UNDERSTAND AND AGREE TO WAIVE THE PROVISIONS OF, AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542, OR ANY STATUTE OR RULE OF SIMILAR EFFECT. CIVIL CODE SECTION 1542 PROVIDES IN FULL AS FOLLOWS:**

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

