

Early Dispute Resolution Program

Program Guide

At Comcast, one of our goals is to create a positive and productive work environment for everyone – where, true to our Credo, we act with the highest standards of honesty, fairness, integrity and respect for one another. Our commitment to achieve this goal includes providing our employees with multiple avenues in which to voice any workplace concerns that may arise. If you have something on your mind, we want you to speak up. Although it is our belief that our Open Door policy will resolve most concerns quickly and effectively, we recognize that occasionally issues may arise that are better handled through a more formal dispute resolution process.

To address these concerns, Comcast has developed Comcast Solutions (“Comcast Solutions” or “Program”). The goal of Comcast Solutions is to provide a process through which claims can be raised and resolved in a prompt, efficient and appropriate manner. The following terms and conditions apply to Comcast Solutions. If you have any questions regarding any aspect of the Program, you may submit your question by email (at Comcast_Solutions@cable.comcast.com) or by calling (toll free) at 1-855-838-4180. Please also refer to the Comcast Solutions Frequently Asked Questions Brochure (“FAQ Brochure”).

1. Who is covered by the Program?

Regular full-time and part-time employees of Comcast Corporation and Comcast Cable (as well as any subsidiaries and/or affiliates that adopt the Program, which affiliates or subsidiaries shall not include NBCUniversal) (collectively, “Company”) are eligible to participate in Comcast Solutions (“Eligible Employees”), provided, however, that any employee who is covered by either an authorized employment agreement or an authorized collective bargaining agreement with the Company will not be considered an Eligible Employee for the Comcast Solutions Program unless the employment agreement or collective bargaining agreement specifically references the employee’s participation in the Comcast Solutions Program.

An Eligible Employee will become a participant in the Comcast Solutions Program as follows:

- (a) Eligible Employees of Comcast Corporation and/or Comcast Cable who were then currently employed (“Current Employees”) as of the date that Comcast Solutions was rolled out in their particular region or business unit (which roll outs occurred during the time period between November 2012 and February 2014) were notified of their eligibility to participate in the Program and the terms and conditions applicable to the Program. Such Current Employees were then given the option to decide whether they wanted to participate in the Program or not. Current Employees who decided not to participate in the Program were directed to complete a Program “Opt Out” Notice and return it to the Company within a designated opt out period, which period covered at least thirty (30) calendar days after notice was given (“Opt Out Period”). Current Employees who did not opt out of Comcast Solutions during the designated Opt Out Period were enrolled in and covered by the Comcast Solutions Program and are considered “Participating Employees” in the Program.
- (b) Eligible Employees who were not Current Employees at the time of Program roll out and who were subsequently hired or rehired by Comcast Corporation and/or Comcast Cable after the initial roll out

period are to be informed during the offer letter/new hire process that participation in the Program is a condition of their employment with the Company. Upon accepting employment with the Company, such employees are enrolled in and covered by the Comcast Solutions Program and will be considered “Participating Employees” in the Program.

- (c) Eligible Employees who are employed by (or who later become employed by) an affiliate of Comcast Corporation which adopts the Comcast Solutions program (and/or who become employees of Comcast Corporation, Comcast Cable or a participating affiliate as the result of a merger, acquisition, asset purchase, joint venture or related transaction (collectively, “Transaction”)) will participate in the Program in accordance with the terms and procedures to be determined and communicated by the Company (or affiliate) at the time of Program rollout for the affected affiliate (and/or, in the case of a Transaction, at or around the time such individuals become employed by the Company or a participating affiliate as result of the Transaction).

In the event a state/locality where an Eligible Employee works enacts a law which prescribes different requirements and/or restrictions on an employee’s participation in a mandatory arbitration program such as Comcast Solutions, the Company may adopt such procedures and/or provisions related to employee participation in the Program for individuals in the affected state/locality, as appropriate, in order to ensure compliance with applicable state/local laws.

Individuals who become “Participating Employees” in the Program will continue to participate in Comcast Solutions throughout their employment with the Company and following their termination from employment for any reason, whether by resignation or discharge. Both the Participating Employee and the Company will be bound by the terms of Comcast Solutions Program for any Covered Claims that may arise between them.

2. What Claims are covered by the Program?

Claims that are covered under Comcast Solutions (“Claims” or “Covered Claims”) include any claims (other than the excluded claims identified below) raised between a Participating Employee and the Company, or the Company’s subsidiaries, affiliates, predecessors, and successor corporations and business entities (“Company Entities”), and their officers, directors, employees, and agents, that involve an alleged violation of law (including alleged violations of any federal, state or local statute, regulation or common law), where such alleged violation relates to or arises from the employment relationship. Covered Claims include claims related to or arising from any aspect of the employment relationship, including, without limitation, recruiting and hiring, compensation, terms and conditions of employment, and the termination of the employment relationship. Examples of Covered Claims include, without limitation, the following:

- Unlawful discrimination or harassment on the basis of race, gender, age, disability, religion, pregnancy, national origin or any other category or characteristic protected by federal, state or local law;
- Unlawful failure to accommodate based on disability, religion or any other category or characteristic requiring accommodation under federal, state or local law;
- Violation of federal, state or local wage and hour laws or regulations, including, without limitation, failure to pay minimum wages, overtime pay, violations of recordkeeping rules and/or improper exempt/non-exempt classification;

- Violation of state or local wage payment laws, including without limitation, failure to pay amounts owed (including, without limitation, wages, salary, bonuses, incentives and commissions, to the extent covered by such laws) and/or unlawful deductions from pay;
- Violation of federal, state or local leave laws, including without limitation, violations of the Family and Medical Leave Act (“FMLA”) and Uniformed Services Employment and Reemployment Rights Act (“USERRA”);
- Unlawful retaliation for past legally protected activity (*i.e.*, whistleblower claims) to the extent such retaliation is prohibited under federal, state or local law; and
- Breach of contract claims and tort claims, including tortious interference with contract, fraud, fraud in the inducement, negligence and/or any kind of unlawful tortious conduct prohibited under applicable federal, state or local law.

Legal claims that are excluded from the Comcast Solutions program are the following:

- Unemployment compensation claims under applicable state/local laws;
- Claims for workers’ compensation benefits (or retaliation for filing a claim for worker’s compensation benefits) under applicable state/local laws;
- Claims for health and welfare benefits or pension benefits under a Company-sponsored benefit plan covered by the Employee Retirement Income Security Act (“ERISA”);
- Claims under the National Labor Relations Act (“NLRA”) or under the terms of a collective bargaining agreement;
- Claims under the federal False Claims Act or federal procurement laws; and
- Any claim that is expressly precluded from arbitration by a federal statute or federal regulation.

No Covered Claims between the Participating Employee and the Company may be brought, pursued or litigated, by either the Company or the Participating Employee, in a federal, state or local court of law or equity. By participating in this Program, the Company and Participating Employees specifically agree that, to the maximum extent allowed by governing law, they: (a) waive the right to bring any Covered Claim(s) in a court of law or equity; (b) waive the right to have Covered Claims heard by a court, judge or jury; and (c) waive the right to bring or pursue Covered Claims as a representative or member of a class, collective, or representative action (whether opt-in, opt-out, or otherwise). All Covered Claims may only be pursued through Comcast Solutions on an individualized basis.

Notwithstanding anything contained herein, both parties shall have the right to seek a temporary restraining order, preliminary injunction or a similar form of equitable injunction or relief in a court of law or equity, provided that such relief is sought in aid of arbitration and/or for the maintenance of the status quo pending arbitration.

3. Does my participation in Comcast Solutions mean that I cannot submit a charge or claim with the Equal Employment Opportunity Commission (“EEOC”), Department of Labor (“DOL”), National Labor Relations Board (“NLRB”) and/or any other state, local or federal agency?

No. Nothing in Comcast Solutions is intended to interfere with the rights of Participating Employees or the Company to seek redress through filing charges or claims with any state, local or federal agencies or law enforcement authorities. Participating Employees may file a charge or claim, participate as a witness and/or submit information with or to such government agencies or entities. If a Participating Employee’s Covered Claim is not resolved through or by the federal, state, or local agency, then (assuming he/she wishes to further pursue the claim) he/she must submit the Covered Claim to individual arbitration in accordance with the Comcast Solutions Program, except for claims within the jurisdiction of the NLRB or where such claims are expressly precluded from arbitration by a federal, state or local statute or regulation.

Because we believe Comcast Solutions may be beneficial in resolving disputes between a Participating Employee and the Company, either party may request that a governmental agency or authority defer processing of a particular charge or claim pending the outcome/resolution of the Comcast Solutions process. It will, however, be the governmental agency’s/authority’s decision as to the sequencing of processing and/or deferment of processing on such charges or claims pending the outcome of Comcast Solutions.

4. How do I submit a Claim to Comcast Solutions?

Prior to submitting a Claim to the Comcast Solutions program, Participating Employees are encouraged to address their concerns through the Company’s Open Door policy, including by voicing their concerns to their direct supervisor, other local or senior managers, local or division human resource representatives and/or through the Comcast Listens Program. While participation in the Open Door process is strongly encouraged, it is not a mandatory step prior to initiating a Comcast Solutions Claim.

In order to initiate a Comcast Solutions Claim, the Participating Employee or the Company (“Initiating Party”) may submit a Comcast Solutions Initial Filing Form (“Initial Form”). All Comcast Solutions forms are available on-line, through the Policies & Guidelines page of ComcastNow. Forms also may be obtained by emailing Comcast_Solutions@cable.comcast.com, calling the Comcast Solutions team at 1-855-838-4180 (toll free), calling the Employee Service Center (“ESC”) at 1-877-909-4748, or asking a local Human Resources representative.

In completing the Initial Form, the Initiating Party is asked to identify, to the best of their ability, the type of Claim(s) being asserted, including identifying the specific legal basis (or bases) for the Claim. The Initiating Party is also asked to provide a brief factual description of the circumstances giving rise to the Claim. The Initiating Party is not required to fill out the Initial Form, however, and is permitted to submit an alternative document outlining the specific legal claims being raised to the Comcast Solutions administrator (which may also be in the form of a formal complaint, agency charge or otherwise) in lieu of completing the Initial Form. While the Initial Form provides spaces to include information regarding relevant documents, events and witnesses which may be helpful for facilitation, an Initiating Party may decline to provide this information during the Facilitation phase, provided that the Initiating Party has identified the specific legal claims being pursued.

The Initial Form serves generally as a statement of the Initiating Party’s Claims. The Initial Form (and/or any documents submitted in lieu of the Initial Form) may be shared with counsel for the

opposing party and also may be submitted to the applicable Dispute Resolution Organization (and/or the selected mediator or arbitrator) as part of mediation and/or arbitration process in Steps 2 and 3 below. A mediator and/or arbitrator may request a more formal statement of Claims, to the extent required in accordance with the applicable Dispute Resolution Organization's rules and procedures.

Once completed, the Initial Form (or statement of claims document submitted in lieu of the Initial Form) must be submitted by mail (to Comcast Solutions Program, c/o Comcast, 1701 JFK Blvd., 34th Floor, Philadelphia, PA 19103) or by email (to Comcast_Solutions@cable.comcast.com). The date that the Comcast Solutions Program receives the Initial Form will become the official Claim Date and may be used to determine the timeliness of the Initiating Party's filing of the Claim, under applicable laws. (For a brief description of "statutes of limitations" and timeliness requirements for filing claims, please consult the Comcast Solutions FAQ Brochure. In all circumstances, however, it is important for employees to consult with a legal advisor/attorney regarding the timeliness of claims.)

5. What happens after I submit a Claim to Comcast Solutions?

The Comcast Solutions Program process consists of three steps:

1

Review/Facilitation

which involves an internal review of the claim at the Corporate Headquarters or Divisional level

2

Mediation

which involves a formal settlement/mediation conference with a neutral outside, professional mediator

3

Binding Arbitration

which involves a formal arbitration hearing that proceeds in many ways like a trial, where witnesses and evidence may be presented before a neutral outside, professional arbitrator

The Comcast Solutions program involves a three-step process. The first two steps of the Comcast Solutions process, however, are not a mandatory prerequisite before moving to arbitration. Either party may request to skip Step 1 and/or Step 2 of the process and proceed directly to the next step. In the typical three-step process, if Claims raised by the Initiating Party are not resolved in Step 1 of the Comcast Solutions process, the matter may then proceed to Step 2 (or directly to Step 3, if either party so requests).

Similarly, if the issues raised by the Initiating Party are not resolved in Step 2 of the process, the matter may next proceed to Step 3.

Step 1: Review/Facilitation

During the Review/Facilitation phase of the Comcast Solutions process, a Comcast Solutions Lead is assigned to review the Initial Form submitted by the Initiating Party in order to determine if a Covered Claim has been asserted. If the Comcast Solutions Lead believes that no Covered Claim has been asserted (for example, if the claim does not appear to assert a legal claim or if the claim is an excluded legal claim, such as a claim for worker's compensation benefits), the Initiating Party will be informed of this determination and given the opportunity to submit a revised Form within ninety (90) calendar days (while preserving the initial filing date for timeliness purposes). If the Initiating Party chooses not to submit a revised Form, any issues raised in the Initial Form that are not considered Covered Claims under Comcast Solutions may be referred to the Comcast Listens program for review/investigation, if appropriate. Should the Initiating Party disagree with the Comcast Solutions Lead's assessment that a claim is not a Covered Claim, the Initiating Party may escalate the disputed claim or claims immediately to a neutral arbitrator (chosen through the applicable Dispute Resolution Organization rules, as described in Step 3 below) who shall determine whether any or all of the asserted claim(s) qualify as Covered Claims to be considered under the Comcast Solutions Program.

If a determination is made that the Initial Form asserts a Covered Claim (or Covered Claims), the Comcast Solutions Lead may review any documents submitted along with the Initial Form, as well as the results from any past investigation into the claim by Human Resources, Comcast Listens or other investigators. As part of this review process, the Comcast Solutions Lead may (but is not required to) contact witnesses, request additional information from the Participating Employee and/or Company representatives, and/or request that a formal investigation be conducted. The review process is intended to help facilitate an understanding and resolution of the Claim, but either Party may decline to participate in this process.

After reviewing the Claim, the Comcast Solutions Lead will attempt to resolve the complaint internally, by working with both the Participating Employee and Company representatives in an attempt to reach a resolution of the issues raised, without the need to proceed to outside Mediation. Any deliberations by the Comcast Solutions Lead and communications to or from the Comcast Solutions Lead (whether with the Participating Employee, Company representatives and/or other witnesses) during the Review/Facilitation process will be considered part of confidential settlement discussions and will be kept confidential, to the extent possible (given, of course, the need to review, investigate and/or facilitate the Claims), and all such communications and deliberations will be deemed inadmissible and not subject to discovery by either party in any future (e.g., Step 2 or Step 3) proceedings.

If a resolution is not reached during the Review/Facilitation phase, the Participating Employee and Company will be notified by the Comcast Solutions Lead that Facilitation has failed. Once the Review/Facilitation phase is completed, the Initiating Party will then have up to one hundred eighty (180) calendar days to initiate Step 2 (Mediation) or ask to skip to Step 3 (Arbitration), by filing a Mediation Request Form or Arbitration Request Form with the Comcast Solutions Lead. If the Initiating Party does not request Mediation or Arbitration within 180 calendar days, the Claim(s) set forth in the Initial Form will be considered closed and resolved. (Any subsequent challenges to such closure may be submitted to a neutral arbitrator, selected through the DRO, as outlined in Step 3 below.)

An employee may (but is not required to) have an attorney represent him/her (at his/her own cost) during Step 1 in the Comcast Solutions process.

Step 2: Mediation

If Step 2 (Mediation) is requested by the Initiating Party, the Comcast Solutions Lead will work with the Participating Employee and Company representatives to schedule a one-day mediation session to be conducted with an outside, professional dispute resolution organization (“DRO”), such as the American Arbitration Association (“AAA”) or JAMS (Judicial Arbitration and Mediation Services), under the rules and mediator selection procedures propounded by such DRO.¹ The Comcast Solutions Lead will attempt to schedule the mediation within 90 days of the initial request for Mediation, at a location which is as convenient to the Participating Employee’s work location (or former work location) as practicable, subject to the availability of DRO mediators and mediation facilities in the local area.

Provided the Participating Employee is employed with the Company at the time of the Mediation and would otherwise be scheduled to work on the day of the Mediation, he/she will be excused from work and will receive his/her regular pay for the scheduled day of Mediation, without being required to use his/her available Paid Time Off (“PTO”). (For ABBR-eligible commissioned employees, regular pay will be calculated at the daily ABBR rate).

Both the Participating Employee and the Company may be (but are not required to be) represented by attorneys at the Mediation, at their own cost. (The Company’s attorney may be, but is not required to be, an employee of the Company.) There will be no formal “discovery” as part of a Step 2 Mediation, although the Participating Employee will be entitled to review his/her personnel file prior to the Mediation. Both parties also will be entitled to review the Initial Form (including any attached documents).

Both parties may provide a mediation statement to the Mediator prior to Mediation, if requested by the Mediator; a suggested length for the mediation statement (and rules regarding exchange of statements) will be determined by the selected Mediator. The Participating Employee, Company representatives and/or their respective attorneys may attend the mediation. The Company will cover the full costs of Mediation (unless the Participating Employee requests otherwise). The Mediator will not be told by the Company that the Company is covering the full mediation costs. If the Mediation fails to reach a resolution, all communications made during the Mediation process will be deemed confidential and inadmissible settlement discussions and will not be subject to discovery in any future Step 3 (Arbitration) proceedings. Any resolution that is reached during the Mediation phase will be memorialized in a formal, signed settlement/resolution agreement between the parties (which agreement will address how the confidentiality of the proceedings and/or the agreed upon resolution will be handled).

If Step 2 (Mediation) fails to yield a resolution of the Claim(s), the Initiating Party will have up to one hundred eighty (180) calendar days to initiate Step 3 (Arbitration) by filing an Arbitration Request Form with the Comcast Solutions Lead. If the Initiating Party does not request Arbitration within 180 calendar days, the Claim(s) set forth in the Initial Form will be considered closed and resolved. (Any subsequent challenges to such closure may be submitted to a neutral arbitrator, selected through the DRO, as outlined in Step 3 below.)

¹ Participating Employees may obtain additional information on which DRO has been designated to handle proceedings in the Participating Employee’s geographic area, as well as the particular DRO’s rules governing mediation and/or arbitration proceedings, by requesting the information from Comcast_Solutions@cable.comcast.com or by accessing the Comcast Solutions Dispute Resolution Organization Map through the Policies & Guidelines page of ComcastNow. Participants that work (or previously worked) in California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, Washington D.C., and Washington state will be covered by JAMS; information on JAMS rules and procedures is available on ComcastNow and at www.jamsadr.com. Participants working in all other states will be covered by the American Arbitration Association (“AAA”); information on AAA rules and procedures is available on ComcastNow and at www.adr.org. The Comcast Solutions program does not apply to employees working outside of the United States.

Step 3: Final, Binding Arbitration

If Step 3 (Arbitration) is requested by the Initiating Party, the Comcast Solutions Lead will work with the Initiating Party to submit a request for arbitration (to be conducted by a single Arbitrator) through the applicable DRO (as defined in Footnote 1 above), under the employment claim rules/procedures propounded by the DRO. (Copies of these rules/procedures are available on the Company intranet website, by contacting the Comcast Solutions Team toll-free at 1-855-838-4180, by emailing Comcast_Solutions@cable.comcast.com, or by visiting www.jamsadr.org or www.adr.org, respectively.) Once this arbitration request is initiated, an Arbitrator will be mutually selected by the parties in accordance with the DRO's rules. The Comcast Solutions Lead will request that the arbitration be held as soon as possible after the initial request, at a location that is as convenient to the employee's work location (or former work location) as practicable, subject to the availability of DRO arbitrators and arbitration facilities in the local area (and after providing sufficient time for discovery).

Provided the Participating Employee is employed with the Company at the time of the arbitration and would otherwise be scheduled to work on the day(s) of the arbitration, he/she will be excused for his/her absences on the scheduled arbitration days and also will receive his/her regular pay for his/her attendance during the scheduled arbitration hearing days, without having to use his/her available PTO. (For ABBR-eligible commissioned employees, regular pay will be calculated at the daily ABBR rate).

The Participating Employee and the Company may be represented by attorneys at the arbitration, at their own cost (subject to the provisions below). (The Company's attorney may be, but is not required to be, an employee of the Company.) Consistent with the employment arbitration rules of the particular DRO, the Arbitrator has the discretion to order such discovery, by way of deposition, interrogatory, document production, or otherwise, as the Arbitrator considers to provide for a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration and the applicable DRO rules. In addition, the minimum standards of procedural fairness (if any) of the DRO applicable to employment disputes shall apply to arbitration under the Program. Generally, the parties will be entitled to subpoena third parties for deposition or production of documents and information as part of the process. Any discovery disputes will be submitted to and resolved by the Arbitrator. Upon completion of discovery, an arbitration hearing will be scheduled, which generally is expected to be scheduled to occur over consecutive 8-hour business days.

The Arbitrator will apply applicable federal, state or local law in assessing the merits of the Claim(s) and will determine the rules of evidence. Both sides will be permitted to submit a post-hearing brief following the hearing; the arbitrator may establish the timeline for filing and suggested length for the brief. The Arbitrator will issue a written opinion, setting forth his/her findings and ruling on the matter. The Arbitrator is authorized to award any damages, attorney's fees or equitable relief that would be available through a court. The Arbitrator, however, is not authorized to award class or collective relief.

The Company will cover the full costs to the DRO for the arbitration hearing (unless the Participating Employee requests otherwise) with the exception of an initial \$150 arbitration initiation fee, which the Participating Employee will be required to pay (if he/she is the Initiating Party) prior to the commencement of the Arbitration. (If the Company is the Initiating Party, the Company will pay the full costs of the Arbitration.) The Arbitrator will not be told by the Company that the Company is covering the majority of the arbitration costs.

At the conclusion of the Arbitration, the Company will reimburse the Participating Employee for up to \$1500 in attorney's fees (or related costs) generated by his/her attorney's preparation for and/or attendance at the Arbitration, subject to appropriate documentation of such fees and regardless of the outcome of the case, unless the Claim was brought by the Participating Employee and is determined by

the Arbitrator to have been frivolously filed. To obtain reimbursement, the Participating Employee should submit a request for reimbursement, along with documentation of fees/costs incurred from his/her attorney, within ninety (90) days of the conclusion of the Arbitration. (In addition, depending on the outcome of the case, the Arbitrator will have the authority to award additional attorneys' fees to the Participating Employee as part of any final award, to the same extent that such fees could have been awarded had the Claim(s) been filed in court.) If the Arbitrator ultimately awards in the Participating Employee's favor, in whole or in part, the Company also will reimburse the Participating Employee for any \$150 initiation fee (if it was initially paid by the Employee). The Arbitration hearing and the results of any Arbitration determination will be kept confidential by the Parties, although either party may petition the Arbitrator for an exception to the confidentiality rule, setting forth the grounds for permitting broader disclosure.

If the Arbitrator determines at any point during the arbitration process that the Claims were not timely filed and/or that no Covered Claim has been asserted by the Initiating Party, the Arbitrator will have the authority to dismiss the Claim(s) with prejudice.

The Arbitrator's decision will be final and binding, subject to the provisions of the Federal Arbitration Act, 9 U.S.C. §§ 1-14 ("FAA") and may be enforced by a court. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration.

6. Do the Company and/or Participating Employees waive their right to have their Covered Claims heard in court and/or to bring Covered Claims as part of class, collective or representative action and/or to participate in a class action, collective or representative action?

As part of this Program, both the Company and Participating Employees, specifically and to the fullest extent permitted by governing law, waive their right to have Covered Claims heard in court.

In addition, as part of this Program, both Participating Employees and the Company, specifically and to the fullest extent permitted by governing law, waive the right to (1) file, bring, or maintain any Claims covered by the Program on a class action basis, collective action basis, or representative action basis (whether opt-in or opt-out or representative), (2) serve or participate as a representative or member of any such class action, collective action, or representative action, or (3) recover any relief from any such class action, collective action, or representative action. Participating Employees further agree that if they are included within any such class, collective, or representative action, they will take all steps necessary to opt-out of the action or refrain from opting in, as the case may be.

To the fullest extent permitted by governing law, any Covered Claim filed or brought in court or in arbitration as a class, collective, or representative action shall be decided in arbitration on an individual basis. Any issue concerning the validity or enforceability of the waiver in this section ("Waiver") shall be decided by a court of competent jurisdiction, and the arbitrator shall not have any authority to consider or decide any issue concerning the validity or enforceability of the Waiver.

A Participating Employee has the right to challenge the Waiver in this section on any grounds that may exist in law and equity, and the Company shall not take any discipline, discharge, or any retaliatory actions against such Participating Employees in the event they choose to challenge the validity of the Waiver. However, the Company reserves the right to attempt to enforce the Waiver and the Program in any appropriate forum.

Except as provided herein, if any aspect of this Program is determined by an Arbitrator or Court to be invalid, unconscionable, or unenforceable, the affected provision will be stricken from the Program and the remaining terms will be enforceable. If for any reason this class, collective, or representative action Waiver set forth above is found to be invalid, unconscionable, or unenforceable, the class, collective or representative action claim may only be heard in court and may not be arbitrated. If the Waiver set forth above is determined to be invalid, unconscionable, or unenforceable with respect to any Covered Claim, the Waiver shall remain effective and enforceable with respect to all other Covered Claims. Any issue concerning arbitrability of a particular issue or claim pursuant to the arbitration agreement (except for those concerning the validity or enforceability of the Waiver) shall be resolved by the Arbitrator, not the court.

7. Can I be retaliated against for submitting a Claim or participating as a witness under Comcast Solutions?

No. The Company strictly prohibits retaliation against any Company employee who, in good faith, submits a Claim and/or participates as a witness through the Comcast Solutions process. Any concern about retaliation should be promptly reported to Comcast_Solutions@cable.comcast.com. Any employee, supervisor or manager who engages in retaliatory behavior will be subject to disciplinary action, up to and including discharge.

NOTE: *This Document is intended to set forth the terms and conditions of the Comcast Solutions Early Dispute Resolution Program. In the event an oral or written statement is made about or relating to Comcast Solutions that in any way conflicts with a provision contained in this Document (including statements made by Comcast personnel or statements contained in any Comcast Solutions brochure, FAQ, form or related program document), the provisions of this Document will govern. Nothing in this Document should be construed as creating a contract of guaranteed employment for any employee of the Company or as otherwise altering the "at will" nature of employment with the Company. The terms of the Comcast Solutions Program may not be amended orally. The Company may not eliminate, change or amend the substantive rules governing the Comcast Solutions Early Dispute Resolution Program for current participants unless (1) such amendment, elimination or change affects only future participants and does not affect current participants in the Program; (2) such amendment, elimination or change is required to ensure the Program complies with applicable federal, state or local law; or (3) the following procedure is followed: (a) such amendment, elimination or change is announced in a writing executed by the Company and made available to currently Participating Employees; and (b) the Participating Employees are given a chance to consider and reject such proposed amendment, elimination or change by filing an objection to the amendment, elimination or change in a writing provided to the Comcast Solutions Program Team, during a 30-day notice and review period regarding the proposed amendment, elimination or change. If no such objection is filed by the Participating Employee during that notice and review period, the Company's proposed amendment, elimination or change will take effect and will govern any future claims arising under the Program between the Company and the Participating Employee.*