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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____ )	
SABRINA CHIN, on behalf of herself and )	Civil Action No. 1:08-CV-7349 RJS
all others similarly situated, )	
)	
Plaintiff, )	<b>AMENDMENT TO CLASS ACTION</b>
vs. )	<b>SETTLEMENT AGREEMENT</b>
)	
RCN CORPORATION, )	
)	
Defendant. )	
_____ )	

This document amends the Class Action Settlement Agreement (the "Settlement Agreement") made and entered into as of July 31, 2009 by and among defendant RCN Corporation ("RCN" or the "Defendant"), and plaintiff Sabrina Chin ("Chin" or the "Plaintiff"), on behalf of herself and all others similarly situated. The Settlement Agreement was filed with the Court on July 31, 2009 as Exhibit 1 to the Declaration of Michael R. Reese in Support of the Unopposed Motion for Preliminary Approval (Dkt. 31-2).

Except as expressly provided herein, all provisions of the Settlement Agreement remain in full force and effect. All capitalized terms contained in this amendment to the Settlement Agreement shall have the same meaning as ascribed to them in the Settlement Agreement.

The Settlement Agreement is hereby amended to substitute the following for Section 7:

**7. ATTORNEYS' FEES AND EXPENSES**

7.1 RCN hereby agrees that it will not object to an application by Class Counsel for an award of attorney's fees of up to five hundred twenty thousand dollars (\$520,000.00) and an award of expenses of up to twenty thousand dollars (\$20,000.00) for services performed on behalf of the Plaintiff and the Settlement Class. RCN agrees to pay any fees and expenses awarded to Class Counsel by the Court as set forth above within ten (10) business days following the Effective Date.

7.2 RCN hereby agrees that, if approved by the Court, it will make a single payment of three thousand dollars (\$3,000.00) to the named plaintiff Sabrina Chin as an incentive award for representing the class. This payment is separate and apart from the amount of attorneys' fees and reimbursement of expenses incurred by Class Counsel

discussed above in Section 7.1 and, if approved by the Court, will be made by RCN to Plaintiff within ten (10) business days following the Effective Date.


7.3 In the event of an appeal from a Judgment approving the terms of the Settlement Agreement (an "Appeal"), RCN shall deposit into an escrow account maintained by a financial institution mutually agreed to by the Parties an amount equal to the total of the attorney's fees and expenses and incentive payment, if any, awarded by the Court in accordance with Sections 7.1 and 7.2, above, pending the Effective Date. Within ten (10) business days following the Effective Date, the escrow agent shall deliver to Class Counsel the amount, if any, due and owing to Class Counsel following the final determination of any Appeals, and shall deliver to the Plaintiff the amount, if any, due and owing to her following the final determination of any Appeals. Within ten (10) business days following the Effective Date, the escrow agent shall return to RCN any funds held in escrow over and above the funds, if any, due to Class Counsel and/or the Plaintiff, as provided herein. Neither Class Counsel nor the Plaintiff shall be paid any interest earned on any funds deposited in escrow; instead, any such interest shall be paid to RCN, with the principal being paid to Class Counsel and the Plaintiff, as appropriate.

7.4 In accordance with Section 9.3 of the Settlement Agreement, in the event that any Judgment approving the terms of this Settlement Agreement substantially in the form submitted to the Court is reversed or modified on appeal in a way that is not mutually acceptable to the Parties, RCN shall not be required to pay any portion of the attorney's fees and expenses, if any, awarded to Class Counsel and shall not be required to make the incentive payment, if any, awarded to the Plaintiff. Within ten (10) business days following entry of any order or mandate reversing or modifying any Judgment approving the terms of this Settlement Agreement substantially in the form submitted to

the Court, the escrow agent shall return to RCN any funds delivered to the escrow agent (including any interest earned thereon), and neither Class Counsel nor the Plaintiff shall have any right or entitlement to any portion of those funds.

Dated: New York, New York  
January 12, 2010

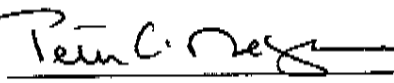
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