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1. What Are These Lawsuits About and Why Was This Notice Sent?

Cunningham/Stevens v. EDS:

In *Cunningham, et al. v. Electronic Data Systems, Corp.*, Case No. 1:06-cv-03530, two former employees of Electronic Data Systems, Corp. (“EDS”) filed a lawsuit against EDS alleging that they, and others who have held various positions at EDS in particular EDS job families should have been classified as non-exempt employees and were entitled to overtime provisions pursuant to the federal Fair Labor Standards Act (“FLSA”).

In *Stevens, et al. v. Electronic Data Systems Corp.*, original Case No. 2:07-cv-14536-LPZ-VMM, a former EDS employee filed a lawsuit in the United States District Court for the Eastern District of Michigan, alleging, like in *Cunningham*, that he and other individuals employed by EDS in particular EDS job families were not properly classified as exempt and were not paid overtime wages for hours worked over 40.

These two actions were then consolidated, for pretrial purposes only, in the United States District Court for the Southern District of New York (collectively, “*Cunningham*”). The Court subsequently conditionally certified a collective action consisting of all individuals employed by EDS in twenty (20) distinct EDS job codes. These covered EDS job codes were: Information Specialist, Information Specialist Senior, Infrastructure Specialist, Infrastructure Specialist Senior, Service Center Analyst Senior, Systems Administrator Advanced, Systems Administrator Senior, Telecommunications Analyst Senior, Information Security Analyst Senior, Information Security Master, Information Associate, Infrastructure Analyst, Service Center Analyst, Service Center Analyst Advanced, Systems Administrator, Information Analyst, Telecommunications Analyst, Telecommunications Analyst Advanced, Information Security Analyst, Information Security Analyst Advanced (the “*Cunningham Covered Job Codes*”). Following the mailing of notice to the conditionally certified collective, approximately 2,735 individuals across the twenty (20) distinct EDS job codes opted in to the *Cunningham* litigation (the “*Cunningham Opt-Ins*”).

Salva v. HP:

Three former employees of HP sued HP in a lawsuit originally filed in the United States District Court for the Western District of New York (*Salva v. Hewlett-Packard Co.*, Case No. 12-cv-06324) claiming that they, and others who have held various positions at HP, including positions in Service Information Developer I, ITO Service Delivery Consultant I, and ITO Service Delivery Consultant II HP job codes (the “*Salva Covered Job Codes*”), were not paid proper overtime wages for weeks in which they worked more than 40 hours because they were classified by the Company as “exempt” from federal and state overtime pay requirements (the “*Salva Litigation*”).

Denial of Allegations by EDS and HP:

EDS and HP have denied (and continue to deny) the allegations made by the Plaintiffs, and contend that Plaintiffs, the *Cunningham Opt-Ins*, and the members of the Putative FLSA Class and Putative State Law Class (together, the “*Settlement*”

Classes”) held important positions in the information technology industry and were properly classified as exempt employees under the FLSA and applicable state wage and hour laws, and that Plaintiffs and the members of the Settlement Classes were salaried employees provided all compensation as required by law. EDS and HP contend that it has complied with all aspects of the FLSA and state law.

Current Status:

These lawsuits are currently before Judge Loretta A. Preska in the United States District Court for the Southern District of New York, after *Salva* was transferred there on November 4, 2014, and consolidated with *Cunningham* for the purposes of settlement. The attorneys for the Parties have conducted substantial investigation, have exchanged significant information and documents, and have researched the legal and factual issues relating to the claims and defenses that are contained in the Litigation.

The Proposed Settlement:

The Parties prepared for and engaged in formal mediation on August 22, 2013 and December 11, 2013. The mediation was presided over by Mark Rudy, Esq., an experienced class and collective action mediator, and resulted in the Settlement Agreement. Class Counsel believes that further proceedings in the Litigation against EDS or HP, including trial and probable appeals, would be very expensive and protracted and uncertain as to likelihood of success and amount of damages, if any. Therefore, upon careful consideration of all of the facts and circumstances, Class Counsel believes that the Settlement Agreement negotiated with EDS and HP is fair, reasonable, and adequate, and is in the best interest of the individuals who are eligible to participate, and the Court agreed with that assessment.

On November 4, 2014, the Court granted preliminary approval of the proposed settlement (“Settlement”) as set forth in a Stipulation and Settlement Agreement (“Settlement Agreement”). The Court’s preliminary approval followed the Court’s consideration whether: (1) the settlement was fair, reasonable and adequate to members of the Settlement Classes (as defined in Section 2 below); (2) an application by Class Counsel (as defined in Section 5 below) for approval to represent the Settlement Classes, an award of attorneys’ fees, and costs, and a service payment to the named Plaintiffs in the Litigation should be approved and in what amount; and (3) a Preliminary Approval Order should be entered.

Having granted preliminary approval of the Settlement, the Court has scheduled a hearing on June 8, 2015 at 10:00 a.m. at the United States District Court for the Southern District of New York located at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312 to determine whether to grant final approval. This Notice tells you about your rights and responsibilities under the proposed Settlement.

2. Who is Affected by the Proposed Settlement?

The proposed Settlement affects (1) the *Cunningham* Opt-Ins who worked for EDS; and (2) individuals who worked for HP in the *Salva* Covered Job Codes between June 16, 2009 and November 4, 2014.

While the *Cunningham* lawsuit is being settled only as a “collective action” under the FLSA, the *Salva* Litigation is being settled both as a “collective action” and a “class action” (under the laws of certain states). In a collective action, Plaintiffs sue under the FLSA on behalf of themselves and of other persons who are alleged to be “similarly situated.” In a state law class action, Plaintiffs sue under the laws of certain states on behalf of themselves and others who they contend share common claims.

In *Salva*, the Court has conditionally certified a collective action under the FLSA and has also preliminarily certified a class action under the wage and hour laws of various states (those states are listed below in the definition of the Putative State Law Class) for settlement purposes only. The classes that the court has conditionally or preliminarily certified, for settlement purposes only, are defined as follows:

SALVA PUTATIVE FLSA CLASS: The *Salva* Putative FLSA Class consists of all individuals who were employed by HP as a Service Information Developer I (Code No. OOS46F), ITO Service Delivery Consultant I (OOS15F), and/or ITO Service Delivery Consultant II (OOS15G) during the period between June 16, 2009 through and including entry of the Preliminary Approval Order dated November 4, 2014.

SALVA PUTATIVE STATE LAW CLASS: The *Salva* Putative State Law Class consists of all individuals employed by HP in California, Florida, Indiana, Massachusetts, Michigan, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, and Virginia who were employed by HP as a Service Information Developer I (Code No. OOS46F), ITO Service Delivery Consultant I (OOS15F), and/or ITO Service Delivery Consultant II (OOS15G) during the period between June 16, 2009 through and including entry of the Preliminary Approval Order dated November 4, 2014.

The Court has not yet made a final determination that the *Salva* Litigation could be litigated as a class or collective action. If the Court does not approve this Settlement, the conditional class and collective action certifications will have no effect or precedential value in any subsequent proceedings in the Litigation or in any other litigation.

3. What Are Your Options?

Cunningham/Steavens (that is, if you previously returned a Consent to Join form in the Cunningham/Steavens case against EDS):

If you are a *Cunningham* Opt-In only, you will receive Claim Form Package A. You have two options with regards to this Settlement. You can:

- (1) participate in the Settlement by timely filing Claim Form Package A; or
- (2) do nothing;

Details about how each option would affect your rights are explained below.

Salva (that is if you worked for HP as a Service Information Developer I (Code No. OOS46F), ITO Service Delivery Consultant I (OOS15F), and/or ITO Service Delivery Consultant II (OOS15G) during the dates and/or in the states detailed above):

If you are a member of the *Salva* Putative FLSA Class (see above) or the *Salva* Putative State Law Class (see above), or in both, you will receive Claim Form Package B.

If you are a member of the *Salva* Putative FLSA Class, you have two options with regards to this Settlement. You can:

- (1) participate in the Settlement by timely filing Claim Form Package B; or
- (2) do nothing;

If you are a member of the *Salva* Putative State Law Class, you have four options with regards to this Settlement. You can:

- (1) participate in the Settlement by timely filing Claim Form Package B;
- (2) do nothing;
- (3) request to be excluded from the Settlement; or
- (4) object to the Settlement and/or the request by Class Counsel for an award of attorneys' fees and costs and service payments to the plaintiffs.

Details about how each option would affect your rights are explained below.

Cunningham Opt-in and a Member of the Salva Putative FLSA Class, Salva Putative State Law Class (or both)

If you are both a *Cunningham* Opt-in and a member either of the *Salva* Putative FLSA Class or the *Salva* Putative State Law Class (or both), you will receive Claim Form Package C.

With respect to your status as a *Cunningham* Opt-In, you have two options with regards to this Settlement. You can:

- (1) participate in the Settlement by timely filing Claim Form Package C; or
- (2) do nothing;

As a member of the *Salva* Putative FLSA Class, you have two options with regards to this Settlement. You can:

- (1) participate in the Settlement by timely filing Claim Form Package C; or
- (2) do nothing;

If you are also a member of the *Salva* Putative State Law Class, you have four options with regards to this Settlement. You can:

- (1) participate in the Settlement by timely filing Claim Form Package C;
- (2) do nothing;
- (3) request to be excluded from the Settlement; or
- (4) object to the Settlement and/or request by Class Counsel for an award of attorneys' fees, service payments to the plaintiffs, and reimbursement of costs and expenses.

Details about how each option would affect your rights are explained below.

4. What Are the Terms of the Proposed Settlement and How Much Can You Expect to Receive?

If the Settlement is approved, HP will pay a maximum of \$11,800,000.00 ("Maximum Gross Settlement Amount") to settle all claims in this Litigation. Class Counsel's attorney's fees and costs and, costs of settlement administration, mediation costs and fees, service payments to the named Plaintiffs, employee-paid withholding and payroll taxes, and all other settlement- related payments, which will likely be substantial, will be paid from the Maximum Gross Settlement Amount.

After these deductions, the resulting amount will be distributed among members of the Settlement Classes who timely submit a valid Claim Form Package. In general terms, the amount each person who returns the Claim Form Package will receive will be

determined by the amount of weeks worked in the applicable jobs during the periods of time at issue in the cases. More specifically, after the deductions for the costs of administration and notice of the Settlement and for the court-awarded fees, costs and service payments as follows, the remaining amount shall be:

divided by the gross number of weeks of employment by all members of the Settlement Classes in (1) a Cunningham Job Code between the date three years prior to the date that they filed a consent to join this litigation and the date on which their employment with EDS in one of the Cunningham Covered Job Codes ceased; and (2) a Salva Covered Job Code during the period between June 16, 2009 through and including date of the entry of the Preliminary Approval Order, dated November 4, 2014, to establish a “per week” amount. Each member of the Settlement Classes shall be eligible to receive a potential payment in amount equal to the “per week” amount multiplied by the number of weeks that individual was employed by EDS or HP in (1) a Cunningham Covered Job Code between the date three years prior to the date that they filed a consent to join this litigation and the date on which their employment with EDS in one of the Cunningham Covered Job Codes ceased and (2) a Salva Covered Job Code during the period between June 16, 2009 through and including date of the entry of the Preliminary Approval Order dated November 4, 2014.

The number of weeks that you were employed by EDS in a Cunningham Covered Job Code or by HP in a Salva Covered Job Code during the period covered by the Settlement, as reflected in the records provided by EDS and HP to the Claims Administrator, is set forth in the Claim Form Package included with this Notice. Also indicated is the amount that you would be anticipated to receive if the Settlement is approved and the requested attorneys’ fees and costs and named plaintiff service payments are approved. If you believe that the number of weeks indicated is not accurate, you can indicate your disagreement on the Claim Form, but if you do so, you must provide documentation supporting your claim.

For *Cunningham* Opt-Ins, the period covered by the Settlement for the purpose of calculating the number of weeks referenced above is three years prior to the date that your consent to join was filed with the Court. For the Salva Putative FLSA Class and the Salva Putative State Law Class, the period covered by the Settlement for the purpose of calculating the number of weeks referenced above for you is between June 16, 2009 through the date of the entry of the Preliminary Approval Order dated November 4, 2014.

In addition to the Maximum Gross Settlement Amount, EDS and HP shall be responsible for paying all employer-paid payroll taxes including FUTA and the employer’s share of FICA and state unemployment, as required by law with respect to settlement payments to members of the Settlement Classes who timely submit a valid claim form package.

The members of the Settlement Classes who timely submit a valid claim form package will be responsible for their own tax obligations. EDS and HP’s sole monetary obligations under the Settlement Agreement shall be the Maximum Gross Settlement Amount and the employer- paid payroll taxes as required by law and referred to immediately above.

EDS and HP shall only fund the Settlement up to the extent necessary to cover submitted claims, fees, costs and awards, and EDS and HP shall retain all amounts not paid out as attorney’s fees and costs for the lawyers representing the plaintiff classes, costs of settlement administration, mediation costs and fees, service payments, employee-paid withholding and payroll taxes, and all other settlement-related payments and costs and claims.

5. When Would I Get Paid?

The approval process for the Settlement will take time and will depend on a number of factors including the Court’s schedule and the Court’s rulings as to the various aspects of the Settlement. Assuming that the Settlement is approved within 30 days after the hearing scheduled for June 8, 2015 and also that there are no appeals from any part of Settlement approval, the earliest that payments could be processed would be approximately July 30, 2015. There is no guarantee that this will occur and, should there be subsequent litigation, payment could be many months or (in the event of appeals) even years later.

6. Who Represents the Parties and How Will the Attorneys for the Class Get Paid?

Attorneys for Plaintiffs & the Settlement Classes ("Class Counsel"):

KLAFTER OLSEN & LESSER LLP

Seth R. Lesser, Esq.
Two International Drive, Suite 350
Rye Brook, New York 10573

PITT, MCGEHEE, PALMER, RIVERS &
GOLDEN, PC

Cary S. McGehee
117 W. Fourth Street, Suite 200
Royal Oak, Michigan 48067

HEPWORTH, GERSHBAUM & ROTH, PLLC

Marc S. Hepworth
192 Lexington Avenue, Suite 802
New York, New York 10016

Brian Bromberg
Bromberg Law Office, P.C.
26 Broadway, 21st Floor
New York, New York 10004

Jeffrey Michael Gottlieb
Berger & Gottlieb
150 E. 18th St.
New York, New York 10003

The *Cunningham* lawsuit was originally brought by Kelley Cunningham and Tammye Cunningham. The *Steavens* lawsuit was originally brought by Brian Steavens.

The named *Salva* Plaintiffs for the proposed Settlement are John Salva, Ernest Clements, and Jerome Vinet.

Class Counsel will apply to the Court for legal fees in an amount of no more than thirty- three percent (33%) of the Maximum Gross Settlement Amount, and reimbursement of reasonable costs of litigation, also to be paid from the Maximum Gross Settlement Amount. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees and costs, and service payments to the named Plaintiffs, is reasonable.

Attorneys for Defendant are:

LITTLER MENDELSON, P.C.

Lisa A. Schreter, Esq.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, Georgia 30326
(404) 233-0330

John A. Ybarra, Esq.
321 North Clark Street, Suite 1000
Chicago, Illinois 60654
(312) 372-5720

7. Who Is The Claims Administrator?

The settlement process is being administered by Garden City Group (the "Claims Administrator"), a company that provides settlement and claims administration services and that has been approved by the Court to act as the Claims Administrator for purposes of this Settlement, and whose duties are described in the Settlement Agreement. All of the costs and fees of the Claims Administrator shall be paid out of and deducted from the Maximum Gross Settlement Amount.

8. How Can You Participate in the Settlement?

Enclosed with this Notice you will find a "Claim Form Package," either Claim Form Package A, Claim Form Package B, or Claim Form Package C. The term "Claim Form Package" in this Notice refers to the following documents collectively: the Claim, Waiver, Release and Consent to Join Form, and the Request for Taxpayer Identification Number and Certification Form. You may also obtain a copy of the Claim Form Package by contacting the Claims Administrator listed below. The address of the Claims Administrator appears at the end of this Notice.

If you return the enclosed Claim Form Package so that it is received by the Claims Administrator by April 27, 2015 and the Court gives final approval to the Settlement, you will receive a monetary award, as set forth above. Please note:

THE CLAIM FORM PACKAGE MUST BE FULLY COMPLETED, SIGNED UNDER PENALTY OF PERJURY, AND RETURNED TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS SET FORTH BELOW WITHIN SIXTY (60) CALENDAR DAYS OF THE DATE THAT THIS NOTICE AND THE CLAIM FORM PACKAGE WERE POSTMARKED (BY April 27, 2015).

THEREFORE, FOR YOUR CLAIM TO BE CONSIDERED TIMELY, YOUR ENTIRE FULLY COMPLETED CLAIM FORM PACKAGE MUST BE RECEIVED BY THE CLAIMS ADMINISTRATOR ON OR BEFORE SIXTY (60) CALENDAR DAYS AFTER THE DATE THAT THIS NOTICE AND THE CLAIM FORM PACKAGE WERE POSTMARKED (BY April 27, 2015).

CLAIMS RECEIVED AFTER THAT DATE WILL BE DEEMED UNTIMELY AND YOU WILL NOT BE ELIGIBLE TO RECEIVE A SETTLEMENT SHARE.

Completed Claim Form Packages must be mailed to:

Cunningham v. EDS/Salva v. HP Settlement
c/o GCG, Claims Administrator
P. O. Box 35084
Seattle, WA 98124-3508
(855) 382-6440

Please follow the directions on the Claim Form Package carefully. If you require assistance, you may contact the Claims Administrator.

By completing and timely submitting the Claim Form Package, and upon approval of the Settlement by the Court and such approval becoming final, you will be unable to bring any claim against EDS or HP based on hours of work or rates of pay in conjunction with your employment with EDS or HP in positions described above during the time period applicable to you. A detailed description of the claims you will be releasing by timely submitting a Claim Form Package (or, if you are a member of the Salva Putative State Law Class, by not taking the necessary steps to exclude yourself from the Salva State Law Settlement Class) (the “Released Claims”) and the parties who are being released from those claims (the “Released Persons”) can be found in the Settlement Agreement available from the Court (as discussed in Section 14 below).

9. What if You Do Nothing?

Individuals who do not timely return the Claim Form Package enclosed with this Notice or submit a request for exclusion from the Settlement will not receive any money from the Settlement.

If you have already filed a formal consent to join the *Cunningham* lawsuit with the Court and do nothing more, you will be bound by the Settlement and will, upon final approval of the Settlement by the Court, have your FLSA claims for payment of hours worked for EDS during the Relevant Period applicable to you dismissed with prejudice. If you do not return the Claim Form Package, you will not receive a payment.

If you do nothing and have worked for HP in California, Florida, Indiana, Massachusetts, Michigan, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, and/or Virginia, upon final approval of the Settlement by the Court, you will be deemed to have released and waived any wage and hour claims during the Relevant Period applicable to you for the Salva Covered Job Codes under state or local laws. You may still have the right under federal or Ohio law to file a complaint if the deadline to file such a claim has not already expired. However, you will not receive any money pursuant to this Settlement.

10. No Retaliation

Whether you are a current or former EDS or HP employee, your decision as to whether or not to submit a Claim Form Package will in no way affect your employment with EDS or HP. EDS and HP are prohibited by law from taking any action against employees who join the Litigation or participate in the Settlement.

11. Permanent Injunction

Upon final approval of the Settlement, the Parties will ask the Court to enter an order permanently enjoining all members of the *Cunningham* Settlement Class, the *Salva* FLSA Class, and the *Salva* State Law Settlement Class from pursuing any claims that are released under the Agreement. If you do not ask to be excluded from the *Salva* State Law Settlement Class or you timely return your Claim Form Package, you will be bound by this permanent injunction.

12. How Can You Exclude Yourself or “Opt-Out” of the Settlement?

If you are a member of the *Salva* Putative State Law Class described above (meaning you worked in a position for HP in the *Salva* Covered Job Codes in the state indicated during the period indicated), you may exclude yourself from the Settlement (and, thus, inclusion in the final *Salva* State Law Settlement Class) by submitting a “Request for Exclusion” to the Claims Administrator. If you exclude yourself, you will not participate in these proceedings, nor will you receive any recovery from the Revised Maximum Gross Settlement Amount. You will also retain the right to assert any claims you may have against HP relating to the payment of wages or hours of work.

To exclude yourself from the *Salva* State Law Settlement Class, you must submit a Request for Exclusion from the Settlement Class, in writing to the Claims Administrator, so that it is received by the Claims Administrator no later than April 12, 2015.

This Request for Exclusion should include your name and address, and should state: (1) that you are requesting to be excluded from the Parties' settlement in the case *Salva v. Hewlett-Packard Co.*, Case No.1:14-cv-07484-UA; and (2) that you understand that by excluding yourself from the Settlement, you will receive no funds in conjunction with the case.

If you are *not* a member of the *Salva* Putative State Law Class described above, you need not do anything to exclude yourself from this Settlement as you will only be a member of the *Salva* FLSA Settlement Class if you timely submit a Claim Form Package to the Claims Administrator at the address at the end of this Notice.

13. How Can You Object?

You can only object to the terms of the Settlement and/or either to Class Counsel's request for fees and costs or to the named Plaintiffs' request for a service payment if you are a member of the *Salva* Putative State Law Class and *if you do not* submit a timely and complete Request for Exclusion.

In order to object to the Settlement and/or Class Counsel's request for fees and costs or to the named Plaintiffs' request for a service payment, you must file a copy of your written objection with the Court at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, and mail a copy of your written objection to the counsel for the parties identified above no later than April 27, 2015. Any written objection must be signed and state each specific reason in support of your objection and any legal support for each objection. ***PLEASE DO NOT TELEPHONE THE COURT.***

If you submit a timely objection, you may also appear (but do not have to appear), at your own expense, at the Final Approval Hearing. However, to appear at the Final Approval Hearing in Court, you must first submit a "Notice of Intention to Appear at the Final Approval Hearing" - which is currently set for June 8, 2015, at 10:00 a.m. at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312. You can represent yourself or appear through your own attorney. To do so, you or your attorney must also file a "Notice of Appearance" with the Clerk of the United States District Court, Southern District of New York, and deliver copies to each of the attorneys listed above, no later than April 27, 2015.

If you intend to object to the Settlement and/or Class Counsel's request for fees and costs or to the named Plaintiffs' request for a service payment, but wish to receive your share of the Revised Maximum Gross Settlement Amount, you must still timely submit your Claim Form Package as stated above. Otherwise, if the Court approves the Settlement despite your, or any other, objections, and you have not timely submitted a Claim Form Package, you will not receive any proceeds from the Settlement.

14. What if You Have Questions?

This Notice only summarizes this lawsuit, the Settlement, and related matters. For more information about the Settlement or if you have any questions regarding the Settlement, you may examine the Court file, contact the Claims Administrator or contact Class Counsel.

In order to see the complete court file, including a copy of the Settlement Agreement, you should visit the Clerk of the Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312. The Clerk will make all files relating to this lawsuit available to you for inspection and copying at your expense.

You can contact Class Counsel at the address or numbers listed in Section 5, above. You may also obtain additional information concerning the Settlement from www.gardencitygroup.com/cases-info/ELE/ or by contacting the Claims Administrator at:

Cunningham v. EDS/Salva v. HP Settlement
c/o GCG, Claims Administrator
P. O. Box 35084
Seattle, WA 98124-3508
(855) 382-6440