

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

KELLEY CUNNINGHAM, et al.,

Plaintiffs,

vs.

ELECTRONIC DATA SYSTEMS CORP., et al.,

Defendants.

CASE NO. 1:06-CV-03530-LAP

BRIAN STEAVENS, et al.,

Plaintiffs,

vs.

ELECTRONIC DATA SYSTEMS CORP.,

Defendant.

CASE NO. 1:08-CV-10409-LAP

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

**JOHN SALVA, ERNEST CLEMENTS, and
JEROME VINET**, individually and on behalf
of all other individuals similarly situated,

Plaintiffs,

vs.

HEWLETT-PACKARD COMPANY

Defendant.

CASE NO. 12-cv-06324-CJS

STIPULATION AND SETTLEMENT AGREEMENT

CUNNINGHAM PLAINTIFFS (on behalf of themselves, CUNNINGHAM OPT-IN PLAINTIFFS and all members of the CUNNINGHAM SETTLEMENT CLASS), and SALVA PLAINTIFFS (on behalf of themselves, SALVA OPT-IN PLAINTIFFS and all

members of the SALVA SETTLEMENT CLASSES), and DEFENDANTS, and their respective
counsel of record enter into this SETTLEMENT AGREEMENT. ¹

¹ Terms that appear in all caps shall have the meaning assigned to them in this SETTLEMENT AGREEMENT.

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I. RECITALS AND BACKGROUND

A. *Cunningham, et al v. Electronic Data Systems, Inc. and Steavens, et al. v. Electronic Data Systems, Inc.*

1. On May 10, 2006, Kelley Cunningham and Tammye Cunningham commenced *Cunningham, et al. v. Electronic Data Systems, Inc.*, Case No. 06-cv-3530, in the United States District Court for the Southern District of New York. In their Complaint, the Cunninghams asserted violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), on behalf of themselves and individuals who had been employed by EDS in particular EDS job families. The Cunninghams specifically alleged that they 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. [See Docket No. 1, May 10, 2006, Case No. 1:06-CV-03530-LAP-MHD].

2. On October 23, 2007, Brian Steavens commenced *Steavens, et al. v. Electronic Data Systems Corp.*, original Case No. 2:07-cv-14536-LPZ-VMM, in the United States District Court for the Eastern District of Michigan. In his Complaint, Plaintiff Steavens asserted similar violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), on behalf of themselves and individuals who had been employed by EDS in particular EDS job families. Plaintiff Steavens specifically alleged 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. [See Docket No. 1, October 23, 2007, Case No. 2:07-cv-14536-LPZ-VMM].

3. On February 4, 2008, the Complaint in the *Steavens* action was amended to add Tamura L. Goldberg, Daniel Hein, Bartt L. Kuhlmann, Stephen Lenkner, and Rod Deluhery as named Plaintiffs, and to include certain state law claims alleging that the Plaintiffs

were not properly classified as exempt and were not paid overtime wages for hours worked over 40. [See Docket No. 7, February 4, 2008, Case No. 2:07-cv-14536-LPZ-VMM].

4. On March 5, 2009, the *Cunningham* and *Steavens* actions were consolidated, for pretrial purposes only, in the United States District Court for the Southern District of New York. [See Docket No. 48, March 5, 2009, Case No. 1:06-cv-03530-LAP-MHD].

5. On June 1, 2009, by agreement of the Parties, the Complaint in the *Cunningham* action was amended to add John Patrick Confar, Michael Snyder, Gregory Brousseau, and Robert Schwab as named Plaintiffs, and to include certain state law claims alleging that the Plaintiffs were not properly classified as exempt and were not paid overtime wages for hours worked over 40. [See Docket No. 72, June 1, 2009, Case No. 1:06-cv-03530-LAP-MHD].

6. On April 7, 2010, the Plaintiffs in the CUNNINGHAM LITIGATION filed a Motion for Conditional Certification and Court-Authorized Notice Pursuant to Section 16(b) of the FLSA. [See Docket No. 140, April 7, 2010, Case No. 1:06-cv-03530-LAP-MHD].

7. On December 14, 2010, Judge Richard J. Holwell conditionally certified a collective in the CUNNINGHAM LITIGATION consisting of all individuals employed by EDS in twenty (20) distinct legacy EDS job codes across six (6) EDS job progressions. These codes were Information Associate (Code No. 34330), Information Analyst (34200), Information Specialist (34210), Information Specialist Senior (34220), Infrastructure Analyst (34260), Infrastructure Specialist (34270), Infrastructure Specialist Senior (34280), Service Center Analyst (34530), Service Center Analyst Advanced (34540), Service Center Analyst Senior (34550), Systems Administrator (34060), Systems Administrator Advanced (34070), Systems Administrator Senior (34080), Telecommunications Analyst (34500), Telecommunications

Analyst Advanced (34510), Telecommunications Analyst Senior (34520), Information Security Analyst (33700), and Information Security Analyst Advanced (33710), Information Security Analyst Senior (33720), and Information Security Master (33730). [See Docket No. 172, December 14, 2010, Case No. 1:06-cv-03530-LAP-MHD].

8. Following the court authorized notice of the actions, approximately 2,735 individuals across the twenty (20) distinct EDS job codes opted in to the CUNNINGHAM LITIGATION.

9. On July 5, 2012, the named Plaintiffs in the CUNNINGHAM LITIGATION indicated to Defendant EDS that they did not intend to proceed with their state law claims asserted in their Amended complaints. On August 29, 2012, all state law claims in CUNNINGHAM LITIGATION were dismissed. [See Docket No. 320, August 29, 2012, Case No. 1:06-cv-03530-LAP-MHD].

10. During the course of the CUNNINGHAM LITIGATION, the parties have engaged in significant discovery, including numerous depositions, written discovery, and exchange of information and documents.

B. *Salva, et al. v. Hewlett-Packard Company*

1. On June 15, 2012, John Salva, Ernest Clements, and Jerome Vinet, who were opt-ins in the CUNNINGHAM LITIGATION, commenced *Salva, et al. v. Hewlett-Packard Company*, Case No. 6:12-cv-06324-CJS, in the United States District Court for the Western District of New York. Plaintiffs asserted violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”), on behalf of themselves and individuals who had been employed by HP in the ITO Service Delivery, Services Information Development, and Technical Consulting job families at HP locations throughout the United States. Plaintiffs specifically alleged that they and other individuals employed by HP in the subject job families between June 16, 2009 to the

present were not properly classified as exempt and were not paid overtime wages for hours worked over 40. [See Docket No. 1, June 15, 2012, Case No. 6:12-cv-06324-CJS].

C. Mediation of Cunningham/Steavens and Salva

1. In January 2013 and May 2013, the PARTIES entered into Confidential Mediation Agreements in the CUNNINGHAM LITIGATION and SALVA LITIGATION, respectively.

2. On November 27, 2012, the SALVA LITIGATION was stayed pending mediation. [See Docket No. 35, November 27, 2012, Case No. 6:12-cv-06324-CJS].

3. On January 3, 2013, the CUNNINGHAM LITIGATION was stayed pending mediation. [See Docket No. 334, January 11, 2013, Case No. 1:06-cv-03530-LAP-MHD].

4. Throughout the course of the CUNNINGHAM LITIGATION and SALVA LITIGATION, there has been substantial discovery, including document productions and depositions, regarding the parties in both cases and, in addition, during the course of the mediation efforts that led to this Agreement, the PARTIES have exchanged additional information and documents.

5. On August 22, 2013 and December 11, 2013, the PARTIES engaged in all-day mediation sessions under the direction of court-appointed mediator, Mark S. Rudy, Esq., an experienced class and collective action mediator.

6. The PARTIES' settlement negotiations have culminated in this SETTLEMENT AGREEMENT.

D. Settlement

1. Final Settlement. It is the desire and intention of the PARTIES that this SETTLEMENT AGREEMENT shall, for each member of the FINAL SETTLEMENT

CLASSES, fully, finally, and forever completely settle, compromise, release, and discharge any and all RELEASED CLAIMS (as defined below).

2. Fair, Reasonable and Adequate Settlement. PLAINTIFFS' Counsel has conducted a thorough investigation of the claims that the CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS asserted against DEFENDANTS in the CUNNINGHAM LITIGATION and SALVA LITIGATION, and/or that relate to or could have arisen out of the same facts alleged in the CUNNINGHAM LITIGATION and SALVA LITIGATION or relating to the employment of the PLAINTIFFS and members of the SETTLEMENT CLASSES, including both asserted and unasserted claims. Based on their independent investigation and evaluation, PLAINTIFFS' Counsel believe that the settlement with DEFENDANTS is fair, reasonable, and adequate, and is in the best interest of CUNNINGHAM PLAINTIFFS, CUNNINGHAM OPT-IN PLAINTIFFS, SALVA PLAINTIFFS, SALVA OPT-IN PLAINTIFFS and all members of the SETTLEMENT CLASSES in light of all known facts and circumstances, including the risk of delay, defenses asserted by DEFENDANTS, and numerous potential certification and appellate issues.

3. Non-Admission. DEFENDANTS and RELEASED PERSONS expressly deny any liability or wrongdoing of any kind associated with any and all past and present matters, disputes, claims, demands, and causes of action of any kind whatsoever in the CUNNINGHAM LITIGATION or SALVA LITIGATION, including in the AMENDED SALVA COMPLAINT. DEFENDANTS and RELEASED PERSONS contend they have complied with all applicable federal and state laws at all times. By entering into the SETTLEMENT AGREEMENT, DEFENDANTS and RELEASED PERSONS do not admit any liability or wrongdoing and expressly deny the same. It is expressly understood and agreed by

the PARTIES that the SETTLEMENT AGREEMENT is being entered into by DEFENDANTS and RELEASED PERSONS solely for the purpose of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the CUNNINGHAM LITIGATION and SALVA LITIGATION on the terms set forth herein. Nothing in the SETTLEMENT AGREEMENT, the settlement proposals exchanged by the PARTIES, or any motions filed or Orders entered pursuant to the SETTLEMENT AGREEMENT, may be construed or deemed as an admission by DEFENDANTS and RELEASED PERSONS of any liability, culpability, negligence, or wrongdoing, including that any member of the SETTLEMENT CLASSES was misclassified as exempt, and the SETTLEMENT AGREEMENT, each of its provisions, its execution, and its implementation, including any motions filed or Orders entered, shall not in any respect be construed as, offered, or deemed admissible as evidence, or referred to in any arbitration or legal proceedings for any purpose, except in an action or proceeding to approve, interpret, or enforce the SETTLEMENT AGREEMENT. Furthermore, neither the SETTLEMENT AGREEMENT, any motions filed, information and/or documents exchanged by the PARTIES in preparation for the mediation, settlement proposals exchanged by the PARTIES, or Orders entered pursuant to the SETTLEMENT AGREEMENT, shall constitute an admission, finding, or evidence that any requirement for representative litigation or class certification has been satisfied in the CUNNINGHAM LITIGATION, SALVA LITIGATION, or any other action, except for the limited settlement purposes set forth in this SETTLEMENT AGREEMENT.

4. Automatic Termination. This SETTLEMENT AGREEMENT shall automatically terminate, and the certification of the SETTLEMENT CLASSES shall automatically be cancelled if this SETTLEMENT AGREEMENT is terminated pursuant to

Section III.L entitled “Termination of Settlement Agreement,” in which event this SETTLEMENT AGREEMENT shall not be offered, received, or construed as an admission of any kind concerning whether any class or collective is certifiable or any other matter.

5. Court Approval. The PARTIES shall request the COURT approve, administer, and implement the SETTLEMENT AGREEMENT with respect to all actions and claims settled in this SETTLEMENT AGREEMENT.

II. DEFINITIONS

A. “AMENDED SALVA COMPLAINT” refers to the Complaint filed on or before the filing of the Motion for Preliminary Approval as referred to in Section III.B below.

B. “AUTHORIZED CLAIMANT” means a member of the SETTLEMENT CLASSES, or the authorized legal representative of such member of the SETTLEMENT CLASSES, who submits a timely and fully completed CLAIM FORM PACKAGE and becomes entitled to receive a SETTLEMENT PAYMENT.

C. “BAR DATE” is the date that is sixty (60) calendar days after the date on which the CLAIMS ADMINISTRATOR post-marks the SETTLEMENT NOTICE and CLAIM FORM PACKAGES to the members of the SETTLEMENT CLASSES. Members of the SETTLEMENT CLASSES must timely send a fully completed CLAIM FORM PACKAGE (CLAIM FORM AND SUBSTITUTE IRS W-9 FORM) so that it is received by the CLAIMS ADMINISTRATOR on or before sixty (60) calendar days after the date SETTLEMENT NOTICE and CLAIM FORM PACKAGES are post-marked in order to be considered an AUTHORIZED CLAIMANT, except as otherwise provided herein.

D. “CAFA NOTICE” refers to the notice to be sent by DEFENDANT to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715(b).

E. “CLAIM FORM” refers to the document entitled “Claim Form” or “Claim and Consent to Join Form”.

F. “CLAIM FORM PACKAGES” refer to the documents substantially in the form of Exhibit 2 attached hereto which includes a CLAIM FORM, and SUBSTITUTE IRS W-9 FORM.

G. “CLAIMS ADMINISTRATOR” means the third-party claims administration firm mutually agreed upon by the PARTIES, jointly retained by the PARTIES and appointed by the COURT, which will perform all of the administrative duties assigned below in Section III.K.3. The third-party claims administration firm designated to serve as the CLAIMS ADMINISTRATOR is Garden City Group (“GCG”).

H. “CLASS COUNSEL” refers to Seth R. Lesser of KLAFTER OLSEN & LESSER LLP, Cary S. McGehee of PITT, MCGEHEE, PALMER, RIVERS & GOLDEN, PC, Marc S. Hepworth of HEPWORTH, GERSHBAUM & ROTH, PLLC, Brian Bromberg of BROMBERG LAW OFFICE, P.C.; and Jeffrey Gottlieb of BERGER & GOTTLIEB.

I. “CLASS COUNSEL’S FEES, COSTS AND EXPENSES” means the total amount of CLASS COUNSEL’S attorneys’ fees, costs, and expenses approved by the COURT upon application by CLASS COUNSEL. CLASS COUNSEL’S attorneys’ fees, costs and expenses will not exceed thirty-three and one-third percent (33.33%) of the MAXIMUM GROSS SETTLEMENT AMOUNT. This amount is included in the MAXIMUM GROSS SETTLEMENT AMOUNT.

J. “COURT” means the COURT having jurisdiction over the CUNNINGHAM LITIGATION and SALVA LITIGATION following the transfer of the SALVA LITIGATION for settlement purposes -- the United States District Court for the Southern District of New York.

K. “CUNNINGHAM COVERED JOB CODE” means the Information Associate (Code No. 34330), Information Analyst (34200), Information Specialist (34210), Information Specialist Senior (34220), Infrastructure Analyst (34260), Infrastructure Specialist (34270), Infrastructure Specialist Senior (34280), Service Center Analyst (34530), Service Center Analyst Advanced (34540), Service Center Analyst Senior (34550), Systems Administrator (34060), Systems Administrator Advanced (34070), Systems Administrator Senior (34080), Telecommunications Analyst (34500), Telecommunications Analyst Advanced (34510), Telecommunications Analyst Senior (34520), Information Security Analyst (33700), and Information Security Analyst Advanced (33710), Information Security Analyst Senior (33720), and Information Security Master (33730) EDS job codes in which members of the CUNNINGHAM SETTLEMENT CLASS were employed with EDS from the date three (3) years prior to the date on which his or her consent to opt-in to the CUNNINGHAM LITIGATION was filed with the COURT (or a prior court which previously had jurisdiction over the CUNNINGHAM LITIGATION) through the date on which their employment with EDS in one of the above-referenced EDS job codes ceased, as reflected on the COURT’S docket.

L. “CUNNINGHAM LITIGATION” means the actions titled *Cunningham v. Electronic Data Sys. Corp.*, Case No. 06-cv-03530 (S.D.N.Y.) and *Steavens v. Electronic Data Sys. Corp.*, Case No. 08-cv-10409 (S.D.N.Y.), consolidated in the United States District Court for the Southern District of New York on or about March 5, 2009.

M. “CUNNINGHAM PLAINTIFFS” refers to John Confar, Gregory Brousseau, Robert Schwab, Brian Steavens, Tamara Goldberg, Daniel Hein, and Rod Deluhery.

N. “CUNNINGHAM OPT-IN PLAINTIFFS” refers to those individuals in a CUNNINGHAM COVERED JOB CODE who filed a consent to opt-in to the CUNNINGHAM

LITIGATION with the COURT (or a prior court which previously had jurisdiction over the CUNNINGHAM LITIGATION) prior to August 1, 2011.

O. “CUNNINGHAM SETTLEMENT CLASS” refers to any and all persons employed by EDS in a CUNNINGHAM COVERED JOB CODE from the date three (3) years prior to the date on which his or her consent to opt-in to the CUNNINGHAM LITIGATION was filed with the COURT (or a prior court which previously had jurisdiction over the CUNNINGHAM LITIGATION), who participates by timely submitting a CLAIM FORM PACKAGE.

P. “DEFENDANTS” means EDS and HP.

Q. “DEFICIENCY NOTICE” means the letter sent by the CLAIMS ADMINISTRATOR to a member of the PUTATIVE SETTLEMENT CLASSES who submits an incomplete or deficient CLAIM FORM PACKAGE.

R. “EDS” means Electronic Data Systems, Inc.

S. “FINAL APPROVAL ORDER” refers to the order of the COURT (i) granting FINAL JUDGMENT; (ii) adjudging the terms of the SETTLEMENT AGREEMENT to be fair, reasonable and adequate, and directing consummation of its terms and provisions; (iii) approving CLASS COUNSEL’S application for an award of CLASS COUNSEL’S fees, costs and expenses; (iv) approving SERVICE PAYMENTS to the CUNNINGHAM PLAINTIFFS and the SALVA PLAINTIFFS; (v) certifying the SALVA SETTLEMENT CLASSES for purposes of settlement only; and (vi) dismissing the LITIGATION on the merits and with prejudice and permanently enjoining all members of the FINAL SETTLEMENT CLASSES from prosecuting against DEFENDANTS and the RELEASED PERSONS any RELEASED CLAIMS.

T. “FINAL APPROVAL HEARING” means the hearing contemplated by the PARTIES, at which the COURT will approve, in final, the SETTLEMENT AGREEMENT and make such other final rulings as are contemplated by this SETTLEMENT AGREEMENT. The date of the FINAL APPROVAL HEARING shall be set by the COURT but in no event shall be scheduled prior to the required time frame set forth in CAFA, and notice of such hearing shall be provided to members of the SETTLEMENT CLASSES in the SETTLEMENT NOTICE, although such hearing may be continued by the COURT without further notice to members of the SETTLEMENT CLASSES, other than those who are OBJECTORS.

U. “FINAL EFFECTIVE DATE” refers to the first date after the COURT entered a FINAL APPROVAL ORDER, the deadline has passed without action for counsel for the PARTIES to terminate the SETTLEMENT AGREEMENT, and the time to appeal from the FINAL APPROVAL ORDER has expired and no Notice of Appeal has been filed or in the event that an appeal is filed, the appellate process is exhausted and the FINAL APPROVAL ORDER has remained intact in all material respects.

V. “FINAL JUDGMENT” refers to the judgment entered by the COURT in conjunction with the FINAL APPROVAL ORDER dismissing the CUNNINGHAM LITIGATION and SALVA LITIGATION on the merits and with prejudice and permanently enjoining all members of the SETTLEMENT CLASSES from prosecuting against DEFENDANTS and the RELEASED PERSONS, any RELEASED CLAIMS, and dismissing with prejudice the claims of any CUNNINGHAM OPT-INS who did not become a member of the CUNNINGHAM SETTLEMENT CLASS.

W. “FINAL SETTLEMENT CLASSES” refers to the CUNNINGHAM SETTLEMENT CLASS, SALVA FLSA SETTLEMENT CLASS, and SALVA STATE LAW SETTLEMENT CLASS.

X. “FLSA RELEASING PERSONS” means each and every member of the CUNNINGHAM SETTLEMENT CLASS and SALVA FLSA SETTLEMENT CLASS, his or her respective agents, attorneys, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, exclusive bargaining agents, successors-in-interest, and assigns.

Y. “HP” means Hewlett-Packard Company.

Z. “MAXIMUM GROSS SETTLEMENT AMOUNT” is \$11,800,000.00. The MAXIMUM GROSS SETTLEMENT AMOUNT represents the maximum amount that DEFENDANTS would pay pursuant to this SETTLEMENT AGREEMENT if every member of the SETTLEMENT CLASSES participated in the settlement and received a SETTLEMENT PAYMENT, inclusive of SETTLEMENT PAYMENTS, CLASS COUNSEL’S FEES, COSTS AND EXPENSES, SERVICE PAYMENTS, SETTLEMENT EXPENSES, MEDIATION COSTS, except that, in addition to the MAXIMUM GROSS SETTLEMENT AMOUNT, DEFENDANTS shall be responsible for paying all employer-paid owed payroll taxes including FUTA and the employer’s share of FICA taxes, unemployment insurance and back-up withholding (if applicable), as required by law with respect to settlement payments to AUTHORIZED CLAIMANTS. AUTHORIZED CLAIMANTS will be responsible for their own tax obligations.

AA. “MEDIATION COSTS” means the reasonable fees, costs, and travel-related expenses incurred by Mark S. Rudy, Esq. in performing the services authorized in the

Confidential Mediation Agreement. MEDIATION COSTS are to be paid from the MAXIMUM GROSS SETTLEMENT AMOUNT.

BB. “OBJECTION PERIOD” refers to the period beginning with the date SETTLEMENT NOTICE and CLAIM FORM PACKAGES are post-marked to members of the SETTLEMENT CLASSES and ending sixty (60) calendar days thereafter during which members of the PUTATIVE SALVA STATE LAW SETTLEMENT CLASS may file an objection to the SETTLEMENT AGREEMENT. Members of the PUTATIVE SALVA STATE LAW SETTLEMENT CLASS must timely file an objection so that it is received by the CLAIMS ADMINISTRATOR on or before sixty (60) calendar days after the date SETTLEMENT NOTICE and CLAIM FORM PACKAGES are post-marked to members of the SETTLEMENT CLASSES to be considered timely.

CC. “OBJECTOR” is a member of the PUTATIVE SALVA STATE LAW SETTLEMENT CLASS who has timely and properly objected to the SETTLEMENT AGREEMENT during the OBJECTION PERIOD.

DD. “PARTIES” refers to the CUNNINGHAM PLAINTIFFS, CUNNINGHAM OPT-IN PLAINTIFFS, SALVA PLAINTIFFS, SALVA OPT-IN PLAINTIFFS, and DEFENDANTS and, in the singular, refers to any of them, as the context makes apparent.

EE. “PRELIMINARY APPROVAL ORDER” refers to the order of the COURT: (1) asserting jurisdiction over the claims alleged, the PARTIES in the LITIGATION, and the implementation and administration of this SETTLEMENT AGREEMENT; (2) adjudging the terms of the SETTLEMENT AGREEMENT to be fair, reasonable and adequate, and in the best interests of the CUNNINGHAM PLAINTIFFS, CUNNINGHAM OPT-IN PLAINTIFFS, SALVA PLAINTIFFS, AND SALVA OPT-IN PLAINTIFFS, and members of the

SETTLEMENT CLASSES, and directing consummation of its terms and provisions; (3) certifying the SALVA SETTLEMENT CLASSES for settlement purposes only; (4) appointing John Confar, Gregory Brousseau, Robert Schwab, Brian Steavens, Tamara Goldberg, Daniel Hein, and Rod Deluhery as Plaintiffs, who together with CLASS COUNSEL, shall be authorized to act on behalf of all members of the CUNNINGHAM SETTLEMENT CLASS with respect to the LITIGATION and this SETTLEMENT AGREEMENT; (5) appointing John Salva, Ernest Clements and Jerome Vinet as Plaintiffs, who together with CLASS COUNSEL, shall be authorized to act on behalf of all members of the SALVA SETTLEMENT CLASSES with respect to the SALVA LITIGATION and this SETTLEMENT AGREEMENT; (6) approving as to form and content the SETTLEMENT NOTICE and CLAIM FORM PACKAGES and authorizing the first-class mailing of the SETTLEMENT NOTICE and CLAIM FORM PACKAGES to all members of the SETTLEMENT CLASSES; (7) appointing CUNNINGHAM PLAINTIFFS' Counsel as CLASS COUNSEL for the CUNNINGHAM SETTLEMENT CLASS pursuant to Section 216(b) of the FLSA; (8) appointing SALVA PLAINTIFFS' Counsel as CLASS COUNSEL for the SALVA SETTLEMENT CLASS pursuant to Section 216(b) of the FLSA and Federal Rule of Civil Procedure 23; (7) appointing a third-party claims administrator who is acceptable to the PARTIES as the CLAIMS ADMINISTRATOR pursuant to Section III.K.1; (8) setting a sixty (60) calendar day deadline for members of the PUTATIVE SALVA STATE LAW SETTLEMENT CLASS to timely file an objection; and (9) setting a sixty (60) calendar day deadline for the execution and return of fully completed CLAIM FORM PACKAGES.

FF. "PRELIMINARY APPROVAL HEARING" means the hearing contemplated by the PARTIES, at which the COURT will approve the SETTLEMENT AGREEMENT and make

such other rulings as are contemplated by this SETTLEMENT AGREEMENT and the PRELIMINARY APPROVAL ORDER.

GG. “PUTATIVE SALVA FLSA CLASS” refers to any and all persons employed by HP in a SALVA COVERED JOB CODE between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER.

HH. “PUTATIVE SALVA SETTLEMENT CLASSES” refers to both the PUTATIVE SALVA FLSA CLASS and the PUTATIVE SALVA STATE LAW CLASS.

II. “PUTATIVE SALVA STATE LAW CLASS” refers to any and all persons employed by HP in a SALVA COVERED JOB CODE in California, Florida, Indiana, Massachusetts, Michigan, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, and Virginia at any time between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER.

JJ. “PUTATIVE SETTLEMENT CLASSES” refers to the CUNNINGHAM OPT-IN PLAINTIFFS, the PUTATIVE SALVA FLSA CLASS, and the PUTATIVE SALVA STATE LAW CLASS.

KK. “QUALIFIED SETTLEMENT FUND” refers to the fund established in a non-interest bearing account by the CLAIMS ADMINISTRATOR to which DEFENDANT shall electronically transfer funds within ten (10) calendar days of the FINAL EFFECTIVE DATE sufficient to enable the CLAIMS ADMINISTRATOR to satisfy the payment obligations to members of the AUTHORIZED CLAIMANTS, SERVICE PAYMENTS, SETTLEMENT EXPENSES, CLASS COUNSEL’S FEES, COSTS AND EXPENSES, and to pay any employer-owed payroll taxes including FUTA and the employer’s share of FICA taxes,

unemployment insurance and back-up withholding (if applicable), as required by law with respect to settlement payments to AUTHORIZED CLAIMANTS.

LL. “RELEASED CLAIMS” refers to the released claims set forth in Section III.H.

MM. “RELEASED PERSONS” refers to DEFENDANTS and each of their past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by DEFENDANTS, divisions, units, branches and any other persons or entities acting on their behalf, including any entity that was a customer of DEFENDANTS for which any member of the PUTATIVE SETTLEMENT CLASSES performed work or services during their employment with DEFENDANTS.

NN. “RELEASING PERSONS” means each and every member of the FLSA RELEASING PERSONS and STATE LAW RELEASING PERSONS, his or her respective agents, attorneys, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, exclusive bargaining agents, successors-in-interest, and assigns.

OO. “REVISED MAXIMUM GROSS SETTLEMENT AMOUNT” means the MAXIMUM GROSS SETTLEMENT AMOUNT minus CLASS COUNSEL’S FEES, COSTS AND EXPENSES, MEDIATION COSTS, SERVICE PAYMENTS, and SETTLEMENT EXPENSES.

PP. “SALVA COVERED JOB CODE” means the Service Information Developer I (Code No. 00S46F), ITO Service Delivery Consultant I (00S15F), and ITO Service Delivery

Consultant II (00S15G) HP job codes in which members of the SALVA SETTLEMENT CLASSES were employed with HP between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER.

QQ. “SALVA FLSA SETTLEMENT CLASS” refers to any and all persons employed by HP in a SALVA COVERED JOB CODE between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER who opts-in by timely submitting a CLAIM FORM PACKAGE.

RR. “SALVA LITIGATION” means the action titled *Salva v. Hewlett-Packard Co.*, Case No. 12-cv-06324 (W.D.N.Y.), filed in the United States District Court for the Western District of New York on or about June 15, 2012, and that, pursuant to the terms of this agreement, shall be transferred to the United States District Court for Southern District of New York before Judge Loretta A. Preska, and consolidated with the CUNNINGHAM LITIGATION.

SS. “SALVA OPT-OUT” means a member of the PUTATIVE SALVA STATE LAW CLASS who has timely and properly filed a Request for Exclusion during the SALVA OPT-OUT PERIOD.

TT. “SALVA OPT-IN CONSENT” refers to timely filing with the COURT of written consent to join the SALVA LITIGATION by a PUTATIVE SALVA FLSA CLASS member in compliance with the procedures set forth in the SETTLEMENT AGREEMENT.

UU. “SALVA OPT-IN PERIOD” refers to the period beginning with the date the SETTLEMENT NOTICE and CLAIM FORM PACKAGES are post-marked to members of the SETTLEMENT CLASSES and ending sixty (60) calendar days thereafter.

VV. “SALVA OPT-IN PLAINTIFFS” refers to those individuals employed by HP in a SALVA COVERED JOB CODE who timely file a consent to opt-in to the SALVA

LITIGATION with the COURT (or a prior court which previously had jurisdiction over the SALVA LITIGATION), as reflected on the COURT'S docket.

WW. "SALVA OPT-OUT PERIOD" refers to the period beginning with the date the SETTLEMENT NOTICE and CLAIM FORMS are post-marked and ending sixty (60) calendar days thereafter.

XX. "SALVA PLAINTIFFS" refers to John Salva, Ernest Clements and Jerome Vinet.

YY. "SALVA SETTLEMENT CLASSES" refers to those classes to be conditionally certified by the COURT solely for the purpose of effectuating this SETTLEMENT AGREEMENT. The SALVA SETTLEMENT CLASSES shall consist of the PUTATIVE SALVA FLSA CLASS and the PUTATIVE SALVA STATE LAW CLASS.

ZZ. "SALVA STATE LAW SETTLEMENT CLASS" refers to any and all persons employed by HP in a SALVA COVERED JOB CODE in California, Florida, Indiana, Massachusetts, Michigan, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, and Virginia at any time between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER who do not timely and validly exclude themselves from the class in compliance with the opt-out and exclusion procedures set forth in Section III.E.11 of this SETTLEMENT AGREEMENT.

AAA. "SERVICE PAYMENT" means the amount that may be approved by the COURT for payment to CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS in recognition of their efforts on behalf of the SETTLEMENT CLASSES in the LITIGATION, in an amount not to exceed \$7,000, less applicable taxes and deductions. This amount is included in the MAXIMUM GROSS SETTLEMENT AMOUNT.

BBB. “SETTLEMENT AGREEMENT” refers to this Stipulation and Settlement Agreement.

CCC. “SETTLEMENT CLASSES” refers to the CUNNINGHAM SETTLEMENT CLASS and SALVA SETTLEMENT CLASSES.

DDD. “SETTLEMENT EXPENSES” means the reasonable fees, costs, and expenses incurred by the CLAIMS ADMINISTRATOR in performing the services authorized in this SETTLEMENT AGREEMENT. The CLAIMS ADMINISTRATOR will submit a flat fee, all-inclusive budget to counsel for the PARTIES for their approval before performing any claims services.

EEE. “SETTLEMENT NOTICE” refers to the notice substantially in the form of Exhibit 1 to be directed to members of the SETTLEMENT CLASSES, which shall inform them, inter alia, that the PARTIES are seeking a permanent injunction in the FINAL APPROVAL ORDER barring any future litigation of the claims released in the SETTLEMENT AGREEMENT by members of the FINAL SETTLEMENT CLASSES who fail to timely exclude themselves from this settlement.

FFF. “SETTLEMENT PAYMENT” refers to the payment to which an AUTHORIZED CLAIMANT may become entitled pursuant to this SETTLEMENT AGREEMENT, as set forth more fully below in Section III.E.

GGG. “STATE LAW RELEASING PERSONS” means each and every member of the PUTATIVE SALVA STATE LAW CLASS who does not timely and validly exclude themselves from the classes in compliance with the opt-out and exclusion procedures set forth in this SETTLEMENT AGREEMENT, and his or her respective agents, attorneys, heirs, beneficiaries,

devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, exclusive bargaining agents, successors-in-interest, and assigns.

HHH. "SUBSTITUTE IRS W-9 FORM" refers to the language contained in the CLAIM FORM PACKAGE approved to substitute for an IRS Form W-9, Request for Taxpayer Identification Number and Certification.

III. TERMS OF SETTLEMENT

A. JOINT MOTION TO TRANSFER SALVA LITIGATION TO THE FEDERAL DISTRICT COURT IN THE SOUTHERN DISTRICT OF NEW YORK

The Parties agree that, within 10 days after the SETTLEMENT AGREEMENT is executed by CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS (on behalf of themselves, CUNNINGHAM OPT-IN PLAINTIFFS, SALVA OPT-IN PLAINTIFFS and all members of the SETTLEMENT CLASSES), DEFENDANTS, and counsel for the PARTIES, and prior to the filing of the Motion for Preliminary Approval, the PARTIES will jointly (1) move to transfer the SALVA LITIGATION from the Western District of New York to the Southern District of New York, before United States District Judge Loretta A. Preska, and, (2), upon the granting of the motion to transfer, seek an order from Judge Preska to consolidate the case with the CUNNINGHAM LITIGATION. The Parties shall jointly prepare an order to submit to Judge Preska with the consolidation motion.

B. AMENDMENT OF SALVA COMPLAINT TO ADD CLAIMS UNDER STATE LAW

1. The PARTIES agree that, on or before the filing of the Motion for Preliminary Approval, CLASS COUNSEL shall file, pursuant to Federal Rule of Civil Procedure 15(a)(2), the AMENDED SALVA COMPLAINT in the SALVA LITIGATION. The AMENDED SALVA COMPLAINT is intended to be identical in substance to the original

Complaint filed in the SALVA LITIGATION, except that (1) it will amend the pending FLSA claim brought on behalf of current and former HP employees who work and/or worked for HP in the ITO Service Delivery, Services Information Development and Technical Consulting job families to only include claims brought on behalf of current and former employees who work and/or worked for HP in the Service Information Developer I, ITO Service Delivery Consultant I and ITO Service Delivery Consultant II job codes; and (2) add to the pending FLSA claim putative Rule 23 class action claims on behalf of current and former employees who work and/or worked for HP in the Service Information Developer I, ITO Service Delivery Consultant I and ITO Service Delivery Consultant II job codes under the laws of the following states: California, Florida, Indiana, Massachusetts, Michigan, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, and Virginia. The PARTIES agree that, for settlement purposes only, the filing date of AMENDED SALVA COMPLAINT shall relate back to June 15, 2012, the filing date of the original complaint in the SALVA LITIGATION. CLASS COUNSEL agree to provide HP with a draft of the AMENDED SALVA COMPLAINT for HP's review and consent. HP shall consent to the filing of the AMENDED SALVA COMPLAINT, unless the AMENDED SALVA COMPLAINT is not identical to the substance of the original SALVA COMPLAINT filed in the SALVA LITIGATION (but for the specific exceptions noted immediately above).

2. The PARTIES hereby stipulate and agree that HP shall not be required to serve or file a responsive pleading in response to the AMENDED SALVA COMPLAINT until after the COURT makes a ruling on the Motion for Preliminary Approval. Within 30 days after the Court issues the FINAL APPROVAL ORDER, HP will file an answer to the AMENDED SALVA COMPLAINT. If for any reason (1) the COURT denies the request for a PRELIMINARY APPROVAL ORDER; (2) the COURT does not approve the FINAL

APPROVAL ORDER; OR (3) the EFFECTIVE DATE cannot occur, CLASS COUNSEL shall withdraw the AMENDED SALVA COMPLAINT pursuant to this Paragraph, no party shall argue that HP's consent to the filing of the AMENDED SALVA COMPLAINT or CLASS COUNSEL'S withdrawal of the AMENDED SALVA COMPLAINT has any bearing on the merits of any subsequent motion or effort to amend the operative complaint in the SALVA LITIGATION.

C. CERTIFICATION OF THE SALVA SETTLEMENT CLASSES FOR SETTLEMENT PURPOSES ONLY

1. Conditional Request for Certification of State Law Subclasses. The PARTIES agree to request the COURT to certify, for settlement purposes only, the following SALVA SETTLEMENT CLASSES:

a. The PUTATIVE SALVA STATE LAW CLASS pursuant to Rule 23 of the Federal Rules of Civil Procedure by the following subclasses:

(i) All individuals who worked in a SALVA COVERED JOB CODE in the state of California between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(ii) All individuals who worked in a SALVA COVERED JOB CODE in the state of Florida between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(iii) All individuals who worked in a SALVA COVERED JOB CODE in the state of Indiana between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(iv) All individuals who worked in a SALVA COVERED JOB CODE in the state of Massachusetts between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(v) All individuals who worked in a SALVA COVERED JOB CODE in the state of Michigan between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(vi) All individuals who worked in a SALVA COVERED JOB CODE in the state of New York between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(vii) All individuals who worked in a SALVA COVERED JOB CODE in the state of North Carolina between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(viii) All individuals who worked in a SALVA COVERED JOB CODE in the state of Ohio between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(ix) All individuals who worked in a SALVA COVERED JOB CODE in the state of Oklahoma between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(x) All individuals who worked in a SALVA COVERED JOB CODE in the state of Pennsylvania between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER;

(xi) All individuals who worked in a SALVA COVERED JOB CODE in the state of Texas between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER; and

(xii) All individuals who worked in a SALVA COVERED JOB CODE in the state of Virginia between June 16, 2009 through and including entry of the PRELIMINARY APPROVAL ORDER.

b. The PUTATIVE SALVA FLSA CLASS pursuant to Section 216(b) of the FLSA.

2. Settlement Contingent upon Certification. The SETTLEMENT AGREEMENT is contingent upon the approval and certification of the COURT of the SALVA SETTLEMENT CLASSES for settlement purposes only.

3. No Waiver. HP does not waive, and instead expressly reserves its rights to challenge the propriety of collective or class action certification for any purpose as if this SETTLEMENT AGREEMENT had not been entered into by the PARTIES should the COURT not approve the SETTLEMENT AGREEMENT or should any PARTY exercise its rights to terminate the SETTLEMENT AGREEMENT. HP further does not concede, or otherwise waive its right to contest in another action, that the class structure set forth herein is appropriate or meets the requirements for Rule 23 of Federal Rules of Civil Procedure.

D. TERMS OF MAXIMUM GROSS SETTLEMENT AMOUNT

1. Undistributed Funds Remain Defendants' Property. Any amounts that are not distributed to the AUTHORIZED CLAIMANTS as SETTLEMENT PAYMENTS or pursuant to CLASS COUNSEL'S FEES, COSTS AND EXPENSES, SETTLEMENT EXPENSES, SERVICE PAYMENTS, MEDIATION COSTS, and the AUTHORIZED

CLAIMANTS' portion of taxes shall be retained by DEFENDANT and will remain DEFENDANTS' sole and exclusive property.

2. Distribution Not to Exceed Maximum Gross Settlement. In no event shall the total distribution and payments made by DEFENDANTS', including but not limited to CLASS COUNSEL'S FEES, COSTS AND EXPENSES, SETTLEMENT PAYMENTS, SERVICE PAYMENTS, SETTLEMENT EXPENSES, MEDIATION COSTS, and the AUTHORIZED CLAIMANTS' payroll and back-up withholding taxes, exceed the MAXIMUM GROSS SETTLEMENT AMOUNT.

3. Payroll Taxes Only Amount Above Maximum Gross Settlement Amount Paid by Defendants. DEFENDANTS may not be called upon or required to contribute additional monies above the MAXIMUM GROSS SETTLEMENT AMOUNT under any circumstances, except that, in addition to the MAXIMUM GROSS SETTLEMENT AMOUNT, DEFENDANTS shall be responsible for paying any employer-owed payroll taxes including FUTA and the employer's share of FICA taxes, unemployment insurance and back-up withholding (if applicable), as required by law with respect to settlement payments to AUTHORIZED CLAIMANTS. AUTHORIZED CLAIMANTS will be responsible for remitting to State and/or Federal taxing authorities any applicable other taxes due and shall hold DEFENDANTS harmless and indemnify RELEASED PARTIES for any liabilities, costs and expenses, including attorneys' fees, assessed or caused by any such taxing authority which result from an AUTHORIZED CLAIMANT'S failure to remit taxes due on payments made to the AUTHORIZED CLAIMANT pursuant to the SETTLEMENT AGREEMENT.

E. ADMINISTRATION OF SETTLEMENT

1. Preliminary Approval Order. Within 10 days after the SALVA LITIGATION has been (a) transferred to the United States District Court for the Southern

District of New York before Judge Preska; and (b) consolidated with the CUNNINGHAM LITIGATION for the purposes of settlement, the PARTIES shall submit this SETTLEMENT AGREEMENT (including all exhibits referenced herein) to the COURT and jointly move the COURT for a PRELIMINARY APPROVAL ORDER. Except to the extent provided below with respect to the termination of this SETTLEMENT AGREEMENT, the PARTIES agree to use reasonable efforts to secure a PRELIMINARY APPROVAL ORDER from the COURT.

2. Submission to Claims Administrator. Within forty-five (45) calendar days after the COURT enters a PRELIMINARY APPROVAL ORDER: (1) HP shall provide the CLAIMS ADMINISTRATOR with a list containing the following information for each member of the PUTATIVE SALVA SETTLEMENT CLASSES: name, last known address and phone number, employee identification number (if known), Social Security number, and the dates employed by HP in an SALVA COVERED JOB CODE between June 16, 2009 through and including the date the COURT enters its PRELIMINARY APPROVAL ORDER; (2) HP shall provide the CLAIMS ADMINISTRATOR with a list containing the following information for each member of the CUNNINGHAM OPT-IN PLAINTIFFS: name, last known address and phone number, employee identification number (if known), Social Security number, and the dates employed by EDS in a CUNNINGHAM COVERED JOB CODE; (3) CLASS COUNSEL shall also provide the CLAIMS ADMINISTRATOR with a list containing any updated contact information received by CLASS COUNSEL for members of the PUTATIVE SETTLEMENT CLASSES.

3. Calculation of Potential Settlement Payments. Within fourteen (14) calendar days following its receipt of the list of members of the PUTATIVE SETTLEMENT CLASSES, the CLAIMS ADMINISTRATOR shall calculate the potential SETTLEMENT

PAYMENTS for each member of the PUTATIVE SETTLEMENT CLASSES pursuant to the following formulas:

The REVISED MAXIMUM GROSS SETTLEMENT AMOUNT shall be divided by the gross number of weeks of employment by all members of the SETTLEMENT CLASSES 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 the date the COURT enters its PRELIMINARY APPROVAL ORDER to establish a “per week” amount. Each member of the SETTLEMENT CLASSES shall be eligible to receive a potential SETTLEMENT PAYMENT in amount equal to the “per week” amount multiplied by the number of weeks that individual was employed by DEFENDANTS 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 the date the COURT enters its PRELIMINARY APPROVAL ORDER.

The total of all potential SETTLEMENT PAYMENTS shall not exceed the REVISED MAXIMUM GROSS SETTLEMENT AMOUNT.

4. Calculations to be Provided to Counsel of Record. The CLAIMS ADMINISTRATOR shall provide its calculations to CLASS COUNSEL and counsel for DEFENDANTS. The calculations to be provided to CLASS COUNSEL shall identify members of the PUTATIVE SETTLEMENT CLASSES by name and unique personal identifiers.

5. Comments on Calculations. CLASS COUNSEL and counsel for DEFENDANTS shall have ten (10) business days to review, verify, and comment on the calculations provided by the CLAIMS ADMINISTRATOR. The CLAIMS ADMINISTRATOR shall review any comments received from CLASS COUNSEL and/or counsel for DEFENDANTS and shall finalize the potential SETTLEMENT PAYMENT calculations within

ten (10) business days thereafter and provide the final SETTLEMENT PAYMENT calculations to CLASS COUNSEL and counsel for DEFENDANTS. The CLAIMS ADMINISTRATOR'S determination (after input from CLASS COUNSEL and counsel for DEFENDANTS) of the potential SETTLEMENT PAYMENT amounts for members of the PUTATIVE SETTLEMENT CLASSES shall be final.

6. Mailing of Settlement Notice. Within forty-five (45) calendar days after the CLAIMS ADMINISTRATOR has finalized the potential SETTLEMENT PAYMENT amounts for the members of the PUTATIVE SETTLEMENT CLASSES, the CLAIMS ADMINISTRATOR shall mail the Court-approved SETTLEMENT NOTICE and appropriate CLAIM FORM PACKAGE (and nothing else) to the members of the PUTATIVE SETTLEMENT CLASSES, along with the PRELIMINARY APPROVAL ORDER. The purpose of the SETTLEMENT NOTICE is to inform members of the PUTATIVE SETTLEMENT CLASSES about the LITIGATION and this SETTLEMENT AGREEMENT. Prior to mailing, the CLAIMS ADMINISTRATOR shall confirm the accuracy of the addresses of the members of the PUTATIVE SETTLEMENT CLASSES through the United States Post Office's National Change of Address ("NCOA") database. All mailings by the CLAIMS ADMINISTRATOR shall be by first-class mail. If a SETTLEMENT NOTICE and CLAIM FORM PACKAGE is returned as undeliverable, the CLAIMS ADMINISTRATOR will perform a second level skip trace and resend by first-class mail the COURT-approved SETTLEMENT NOTICE and CLAIM FORM PACKAGE once only to those members of the PUTATIVE SETTLEMENT CLASSES for whom it obtains different addresses.

7. Confidentiality of Names and Documents Under Seal. The CLAIMS ADMINISTRATOR shall not post on its website the names or any other identifying information

concerning the members of the SETTLEMENT CLASSES, or any other documents that are filed with the Court under seal, if any.

8. Remailing of Notice. The CLAIMS ADMINISTRATOR shall re-mail once only COURT-approved SETTLEMENT NOTICE and CLAIM FORM PACKAGES to any member of the PUTATIVE SETTLEMENT CLASSES who contacts the CLAIMS ADMINISTRATOR during the time period between the initial mailing and the BAR DATE and requests that a SETTLEMENT NOTICE and CLAIM FORM PACKAGE be re-mailed. No other communications shall be sent by either PARTY or their counsel to the members of the PUTATIVE SETTLEMENT CLASSES. CLASS COUNSEL shall not be barred by this SETTLEMENT AGREEMENT from communicating with CUNNINGHAM PLAINTIFFS, SALVA PLAINTIFFS, or CUNNINGHAM OPT-IN PLAINTIFFS or from responding to inquiries they receive from members of the PUTATIVE SETTLEMENT CLASSES, although they are barred from initiating any contact through the end of the BAR DATE with members of the SETTLEMENT CLASSES who are not CUNNINGHAM PLAINTIFFS, CUNNINGHAM OPT-IN PLAINTIFFS, or SALVA PLAINTIFFS, except that they may initiate contact with any members of the SETTLEMENT CLASSES who have stated an intent to either opt-out of or object to the settlement. Nothing in this SETTLEMENT AGREEMENT shall be construed to prevent DEFENDANTS from communicating with their employees or responding to inquiries from its employees regarding any matter. However DEFENDANTS agree not to discourage any member of the PUTATIVE SETTLEMENT CLASSES from participating in this settlement.

9. Reminder Mailing. Thirty (30) days after the initial mailing, the CLAIMS ADMINISTRATOR shall send buck slip reminders to Settlement Class Members who have not returned a Claim Form or timely submitted a request to opt-out by that date, which buck

slip shall inform the Settlement Class Members how to obtain a Claim Form by contacting the Claims Administrator by telephone, internet or mail.

10. Return of Claim Form Package by Bar Date. In order to be an AUTHORIZED CLAIMANT, members of the PUTATIVE SETTLEMENT CLASSES must properly complete and timely return a CLAIM FORM PACKAGE for receipt by the CLAIMS ADMINISTRATOR on or before the BAR DATE; provided, however, that any member of the PUTATIVE SETTLEMENT CLASSES who fail to timely return a CLAIM FORM PACKAGE by the BAR DATE who can either (1) demonstrate with copies of military orders that he or she was an active service member overseas, or (2) demonstrate with appropriate documentation that he or she was incapacitated due to illness during the time period set forth for the return of the CLAIM FORM PACKAGE, shall still be eligible to become an AUTHORIZED CLAIMANT so long as they complete and timely return a CLAIM FORM PACKAGE within three months after the BAR DATE.

11. Opt-Out Time Frame and Procedure. Members of the PUTATIVE SALVA STATE LAW CLASS may opt-out of the classes by mailing a Request for Exclusion to the CLAIMS ADMINISTRATOR expressing his/her desire to be excluded from the SALVA STATE LAW SETTLEMENT CLASS, including his/her name (and former names, if any), current address, telephone number, and Social Security number, and the dates of employment with HP. Any such Request for Exclusion must be received by the CLAIMS ADMINISTRATOR on or before forty-five (45) calendar days after the date SETTLEMENT NOTICE and CLAIM FORMS are first postmarked to members of the PUTATIVE SETTLEMENT CLASSES. Requests for Exclusion that do not include all required information, or that are not received by the CLAIM ADMINISTRATOR during the SALVA OPT-OUT

PERIOD, will be deemed null, void, and ineffective. A member of the PUTATIVE SALVA STATE LAW CLASS who submits a valid and timely request to opt-out shall forfeit any right to distribution of a SETTLEMENT PAYMENT and will not be bound by the terms of the SETTLEMENT AGREEMENT, if it is approved, or the FINAL JUDGMENT of the SALVA LITIGATION.

12. Deficient Claim Form Packages. In the event a member of the PUTATIVE SETTLEMENT CLASSES submits an incomplete or deficient CLAIM FORM PACKAGE (including Current Employee Certification and SUBSTITUTE IRS W-9 FORM) in a timely manner (i.e., received by the CLAIMS ADMINISTRATOR on or before the BAR DATE), the CLAIMS ADMINISTRATOR will (no later than fourteen (14) calendar days following the BAR DATE) return the deficient document to the individual with a DEFICIENCY NOTICE explaining the deficiencies and stating that the individual will have ten (10) calendar days from the date the DEFICIENCY NOTICE is postmarked to correct the deficiencies and resubmit the document. The envelope containing the corrected deficient document must be postmarked within twenty-one (21) days of the date the deficiency notice is mailed to the individual to be considered timely. The CLAIMS ADMINISTRATOR'S decision on whether the deficiency has been remedied shall be binding on the PARTIES and the individual member of the PUTATIVE SETTLEMENT CLASSES.

13. Certification by Claims Administrator. Within fourteen (14) calendar days after the deadline for the submission of corrected CLAIM FORM PACKAGES to the CLAIMS ADMINISTRATOR, but before the date of the FINAL APPROVAL HEARING, the CLAIMS ADMINISTRATOR shall certify jointly to CLASS COUNSEL and DEFENDANTS' counsel (1) a list of all members of the SETTLEMENT CLASSES who timely send a CLAIM FORM

PACKAGE (including Current Employee Certification and SUBSTITUTE IRS W-9 FORM); (2) a list of all members of the PUTATIVE SALVA STATE LAW CLASS who filed a timely objection; (3) the percentage and list of all members of the PUTATIVE SALVA STATE LAW CLASS who requested to opt-out at any time during the OPT-OUT PERIOD; and (4) the total SETTLEMENT PAYMENT due to each AUTHORIZED CLAIMANT, and provide that information to CLASS COUNSEL and DEFENDANTS' counsel on a CD.

14. Declaration by Claims Administrator. As soon as practicable following the BAR DATE and the resolution of any deficient submissions, but before the date of the FINAL APPROVAL HEARING, the CLAIMS ADMINISTRATOR shall provide CLASS COUNSEL and DEFENDANTS' counsel with a draft declaration of due diligence and proof of mailing with regard to the mailing of the SETTLEMENT NOTICE and CLAIM FORM PACKAGES. CLASS COUNSEL and DEFENDANTS' counsel shall work with the CLAIMS ADMINISTRATOR to reach agreement on the information contained in the declaration before it is finalized and filed with the COURT. CLASS COUNSEL shall bear the responsibility of filing this declaration with the COURT prior to the date of the FINAL APPROVAL HEARING.

15. Disbursement of Funds to Claims Administrator. Within ten (10) calendar days of the FINAL EFFECTIVE DATE, DEFENDANTS shall provide the QUALIFIED SETTLEMENT FUND with funds sufficient to enable the CLAIMS ADMINISTRATOR to satisfy the payment obligations to AUTHORIZED CLAIMANTS, SERVICE PAYMENTS, SETTLEMENT EXPENSES, CLASS COUNSEL'S FEES, COSTS AND EXPENSES, and to pay any employer-owed payroll taxes including FUTA and the employer's share of FICA taxes, unemployment insurance and back-up withholding (if applicable), as required by law with respect to settlement payments to AUTHORIZED CLAIMANTS.

16. Distribution of Funds to Authorized Claimants. Within fifteen (15) calendar days after the FINAL EFFECTIVE DATE, the CLAIMS ADMINISTRATOR shall mail SETTLEMENT PAYMENTS to AUTHORIZED CLAIMANTS. The CLAIMS ADMINISTRATOR shall mail these funds to the address provided by the AUTHORIZED CLAIMANT on his or her CLAIM FORM PACKAGE or at an updated address provided by the AUTHORIZED CLAIMANT.

17. Allocation of Settlement Payment. The PARTIES agree that each SETTLEMENT PAYMENT to be issued to each AUTHORIZED CLAIMANT shall be separated into two equal amounts: fifty percent (50%) shall be allocated to the claims asserted in the LITIGATION for unpaid overtime and other wage-related damages, and fifty percent (50%) shall be allocated to the claims asserted in the LITIGATION for liquidated damages. Each SETTLEMENT PAYMENT shall be subject to all required employee paid payroll taxes and deductions (e.g., federal income taxes, state income taxes, employee's share of FICA taxes, and any other state-specific statutory deductions) and other authorized or required deductions (e.g., garnishments, tax liens, child support). The portion allocated to liquidated damages shall be characterized as non-wage income to the recipient. The CLAIMS ADMINISTRATOR will report the wage portion to each AUTHORIZED CLAIMANT on an IRS Form W-2, and the non-wage portion (including the AUTHORIZED CLAIMANT'S pro rata share of the amount approved by the COURT for payment of CLASS COUNSEL'S FEES, COSTS AND EXPENSES) on one or more IRS 1099 misc forms. The CLAIMS ADMINISTRATOR shall be responsible for issuing the settlement checks, less required withholdings and deductions, to each AUTHORIZED CLAIMANT and mailing the settlement checks, IRS Form W-2s and IRS 1099 misc forms to each AUTHORIZED CLAIMANT and CLASS COUNSEL.

18. Time Limit to Negotiate Settlement Checks. Each AUTHORIZED CLAIMANT will have one hundred and eighty (180) calendar days from the date on which the SETTLEMENT PAYMENTS are mailed to negotiate his or her settlement check(s). If any settlement check is not negotiated in that period of time, that settlement check will be voided, and a stop-payment will be placed on the settlement check. Any individual SETTLEMENT PAYMENTS or portions thereof which remain unclaimed for any reason one hundred and eighty (180) calendar days following the mailing of the SETTLEMENT PAYMENT shall be deemed unclaimed. In such event, those AUTHORIZED CLAIMANTS will be deemed to have irrevocably waived any right in or claim to a SETTLEMENT PAYMENT, but the SETTLEMENT AGREEMENT and release of claims contained therein nevertheless will be binding upon them. Unless otherwise required by the relevant state escheatment laws, one hundred percent (100%) of such net unclaimed funds shall be retained by DEFENDANTS. Neither DEFENDANTS, counsel for DEFENDANTS, CLASS COUNSEL, CUNNINGHAM PLAINTIFFS, SALVA PLAINTIFFS, nor the CLAIMS ADMINISTRATOR shall have any liability for lost or stolen settlement checks, for forged signatures on settlement checks, or for unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event an AUTHORIZED CLAIMANT notifies the CLAIMS ADMINISTRATOR that he or she believes that a settlement check has been lost or stolen, the CLAIMS ADMINISTRATOR shall immediately stop payment on such check. If the settlement check in question has not been negotiated prior to the stop payment order, the CLAIMS ADMINISTRATOR will issue a replacement check. If the settlement check in question has been negotiated prior to the stop payment order, DEFENDANTS shall have no further payment obligations to that AUTHORIZED CLAIMANT. However, the CLAIMS ADMINISTRATOR will issue a

replacement check without any cost to DEFENDANTS. The AUTHORIZED CLAIMANT will have an additional forty-five (45) calendar days to negotiate the re-issued check from the date of re-mailing. If any settlement check is not negotiated in that period of time, that settlement check will be voided.

F. CLASS COUNSEL'S FEES, COSTS, AND EXPENSES

1. Application for Fees. CLASS COUNSEL may make an application to the COURT for an award of attorneys' fees in an amount not to exceed thirty-three and one-third percent (33.33%) of the MAXIMUM GROSS SETTLEMENT AMOUNT. In addition to attorneys' fees, CLASS COUNSEL may make an application to the COURT for reimbursement of reasonable and necessary costs and expenses to be paid from the MAXIMUM GROSS SETTLEMENT AMOUNT. Such application shall be filed in connection with final approval of the SETTLEMENT AGREEMENT.

2. Excessive or Reduced Fees. If the COURT rules that any amount requested by CLASS COUNSEL for attorneys' fees, expenses or costs is excessive and reduces the same, only the reduced amount will be deemed to be CLASS COUNSEL'S FEES, COSTS AND EXPENSES for purposes of this SETTLEMENT AGREEMENT, and any remaining or reduced amount(s) shall become part of the MAXIMUM GROSS SETTLEMENT AMOUNT.

3. Satisfaction. Payment of such CLASS COUNSEL'S FEES, COSTS AND EXPENSES to CLASS COUNSEL as set forth in this SETTLEMENT AGREEMENT shall constitute full satisfaction of any and all obligations by RELEASED PERSONS to pay any person, attorney, or law firm (including but not limited to CLASS COUNSEL) for attorneys' fees, expenses, or costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) incurred on behalf of all RELEASING PERSONS and shall relieve the RELEASED PERSONS of any other claims or liability to any

person for any attorneys' fees, expenses, and costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) to which any person may claim to be entitled on behalf of any RELEASING PERSONS for this LITIGATION. Upon payment of CLASS COUNSEL'S FEES, COSTS AND EXPENSES hereunder, CLASS COUNSEL and RELEASING PERSONS shall release RELEASED PERSONS from any and all claims for attorneys' fees, expenses, and costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) relating to this LITIGATION. CLASS COUNSEL further represent and certify that they are not aware of any liens for attorneys' fees, expenses, or costs existing, filed, or asserted with respect to any of the claims asserted in this LITIGATION.

4. Electronic Payment. CLASS COUNSEL shall be paid CLASS COUNSEL'S FEES, COSTS AND EXPENSES via electronic means. Prior to any payment of the amount designated as CLASS COUNSEL'S FEES, COSTS AND EXPENSES, each individual CLASS COUNSEL shall provide the CLAIMS ADMINISTRATOR with consistent written instructions regarding how the amount shall be allocated (e.g., which law firm to receive what amount) as well as all information necessary to effectuate such payments (e.g., executed IRS Forms W-9). The CLAIMS ADMINISTRATOR will issue a respective IRS Form 1099 misc for their award of CLASS COUNSEL'S FEES, COSTS AND EXPENSES.

5. Date of Payment. Within fifteen (15) calendar days of the FINAL EFFECTIVE DATE, CLAIMS ADMINISTRATOR will pay CLASS COUNSEL'S FEES, COSTS AND EXPENSES via electronic means, if the conditions above have been satisfied.

6. Tax Treatment of Fees, Costs and Expenses. The CLAIMS ADMINISTRATOR will report as income on an IRS Form 1099 misc each AUTHORIZED

CLAIMANT'S pro rata share of the amount approved by the COURT for payment of CLASS COUNSEL'S FEES, COSTS AND EXPENSES.

G. SERVICE PAYMENTS

1. Application for Service Payment. CLASS COUNSEL may also make an application to the COURT for one-time SERVICE PAYMENT awards to the CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS in recognition of the work and services that said individuals contributed to the case including, but not limited to, investigative work, meetings with CLASS COUNSEL, assumption of risks, serving as the class representatives, and participation in mediation and related activities. The SERVICE PAYMENT(S) shall not exceed \$7,000, less applicable taxes and deductions, to each of CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS who qualify for this payment. The final amount of any SERVICE PAYMENT (not to exceed \$7,000) shall be determined by the COURT.

2. Timing of Service Payments. The CLAIMS ADMINISTRATOR will make the SERVICE PAYMENT(S) (in the amount approved by the COURT) within fifteen (15) calendar days after the FINAL EFFECTIVE DATE for each of the CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS.

3. Allocation of Service Payments. SERVICE PAYMENTS shall be treated as wage income, and shall be subject to all required employee paid payroll taxes and deductions (e.g., federal income taxes, state income taxes, employee's share of FICA taxes, and any other state-specific statutory deductions) and other authorized or required deductions (e.g., garnishments, tax liens, child support). The CLAIMS ADMINISTRATOR shall issue an IRS Form W-2 to SERVICE PAYMENT recipients reflecting the value of the payments.

4. Payment from Maximum Gross Settlement Amount. SERVICE PAYMENTS shall be paid out of the MAXIMUM GROSS SETTLEMENT AMOUNT.

H. RELEASE OF CLAIMS; WAIVER; ASSIGNMENT OF RIGHTS

1. Release by CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS.

Effective as of the FINAL EFFECTIVE DATE, CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS hereby forever completely settle, compromise, release, and discharge DEFENDANTS and the RELEASED PERSONS from any and all past and present matters, disputes, claims, demands, rights, liabilities, expenses, damages, losses of any kind, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, which any RELEASING PERSON has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, even if presently unknown and/or unasserted, that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER. This includes without limitation (1) any and all claims asserted in the CUNNINGHAM LITIGATION and/or the SALVA LITIGATION; (2) any and all claims of any kind, known or unknown, asserted or unasserted, relating in any way to their employment with DEFENDANTS including, but not limited to, any and all claims for unpaid wages, front pay, back pay, compensatory damages, punitive damages, minimum wages, liquidated damages, attorneys' fees, costs and expenses, pre- and post-judgment interest, overtime, or non-payment of wages, retaliation for complaining about wages or for asserting wage-related claims and/or any other claims of any kind, or any other wage-related or recordkeeping-related claims, damages or relief of any kind including but not limited to the FLSA, 29 U.S.C. § 201, *et seq.*, claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, 42 U.S.C. § 1981, the Equal Pay Act, the Americans With Disabilities Act, Section 503 and 504 of the Rehabilitation Act of 1973, the Family Medical Leave Act, FLSA, ERISA, the Occupational Safety and Health Act, the Older Workers' Benefit Protection Act, the Workers' Adjustment and

Retraining Notification Act, as amended, and state, civil, or statutory laws, including any and all human rights laws and laws against discrimination or retaliation, any other federal, state or local fair employment or whistle-blower statute, code or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all claims for attorney's fees, costs and expenses; (3) any and all claims under state and federal law for breach of express contract or labor agreement (for earned wages, overtime, and/or and missed or interrupted meal breaks), implied contract, money had and received in assumpit, quantum meruit/unjust enrichment, fraud, negligent misrepresentation, equitable estoppel, promissory estoppel, conversion, and failure to keep accurate records; (4) any and all claims pursuant to or derived from ERISA, 29 U.S.C. § 1001, *et seq.*, based on any alleged failure to pay wages, including but not limited to minimum wages or overtime wages; (5) any and all claims for attorneys' fees, costs and expenses; and (6) any and all wage-and-hour laws or wage-related claims of any kind under any other laws, including but not limited to any and all such claims pursuant to other federal, local, or other states' laws and/or regulations. This release does not extend to claims that cannot be released as a matter of law, but the PARTIES acknowledge their intent that this release be construed as broadly as legally permissible.

CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS further covenant and agree that, since they are settling disputed claims, they will not accept, recover or receive any back pay, liquidated damages, other damages or any other form of relief based on any RELEASED CLAIMS asserted or settled in the CUNNINGHAM LITIGATION and/or the SALVA LITIGATION which may arise out of, or in connection with any other individual, union representative, class or any administrative or arbitral remedies pursued by any individual, class/collective, union or federal, state or local governmental agency against the DEFENDANT

and/or RELEASED PERSONS. CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS further acknowledge that they are enjoined from pursuing any RELEASED CLAIMS the CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS have, had, might have or might have had against the DEFENDANTS and/or RELEASED PERSONS based on any act or omission that occurred up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER.

2. No Re-employment. As a material term of this SETTLEMENT AGREEMENT, CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS agree that they will not have any right to be re-employed by DEFENDANTS or any RELEASED PARTIES, nor will they apply for employment with DEFENDANTS or any RELEASED PARTIES.

3. Release by RELEASING PERSONS. Effective as of the FINAL EFFECTIVE DATE, each and every RELEASING PERSON hereby forever completely settles, compromises, releases, and discharges DEFENDANTS and the RELEASED PERSONS from any and all past and present matters, disputes, claims, demands, rights, liabilities, expenses, damages, losses, and causes of action pertaining to hours worked or payment of wages of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, which any RELEASING PERSON has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, even if presently unknown and/or un-asserted, that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER. This includes without limitation:

a. any and all claims asserted in the CUNNINGHAM LITIGATION and SALVA LITIGATION;

b. any and all claims for unpaid wages, minimum wages, liquidated damages, attorneys' fees, costs and expenses, pre- and post-judgment interest, overtime, or non-payment of wages, retaliation for complaining about wages or for asserting wage-related claims and/or any other claims of any kind, or any other wage-related or recordkeeping-related claims, damages or relief of any kind including but not limited to the FLSA, 29 U.S.C. § 201, *et seq.*;

c. any and all claims under the wage and hour laws and regulations of the state of California that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including, without limitation: (a) failure to pay minimum wage in violation of California Labor Code ("Labor Code") §§ 1182 *et seq.*, 1197, 1197.1, and 1194; (b) failure to pay overtime/premium wages in violation of IWC Wage Order 4 ("Wage Order") and Labor Code §§ 510, 511, and 1194; (c) failure to provide meal periods in violation of the Wage Order and Labor Code §§ 512 and 226.7; (d) failure to pay straight time or overtime wages for all hours worked under the Labor Code; (e) waiting time penalties in violation of Labor Code §§ 201-203; (f) failure to issue itemized wage statements in violation of Labor Code § 226; (g) unfair competition in violation of Business and Professions Code §§ 17200 *et seq.* based on the alleged violations of the Labor Code; (h) PAGA claims and penalties under Labor Code §§ 2698 *et seq.*, including but not limited to a claim for such penalties based on alleged violations of the following Labor Code sections (and arising of the same facts and circumstances as the allegations of the AMENDED SALVA COMPLAINT): 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 2802, Wage

Order 4; (i) any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of California, or any state common law wage claims and (j) any other claims for penalties, premium pay or liquidated damages of any nature whatsoever, including without limitation, interest, punitive damages, attorneys' fees and costs;

d. any and all claims under the wage and hour laws and regulations of the state of Florida that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to Article X, Section 24 of the Florida Constitution; Chapters 448 and 532 of the Florida Statutes; and Sections 222.15 and 95.11(4)(c) of the Florida Statutes; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Florida, or any state common law wage claims, including but

not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

e. any and all claims under the wage and hour laws and regulations of the state of Indiana that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to Indiana Minimum Wage Law, Section 22-2-2-4 of the Indiana Code, and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Indiana, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

f. any and all claims under the wage and hour laws and regulations of the Commonwealth of Massachusetts that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to the Massachusetts Payment of Wages Law, Mass. Gen. Laws Ch. 149 § 148, *et seq.*, the Massachusetts Minimum Fair Wage Law, Mass. Gen. Laws Ch. 151 § 1, *et seq.*, the Massachusetts Overtime Law, Mass. Gen. Laws Ch. 151 § 1A, *et seq.*, the Minimum Wage Regulations, 455 CMR § 2.01, *et. seq.*, Mass. Gen. Laws Ch. 149 § 100, the Massachusetts Prevailing

Wage Laws, including Mass. Gen. Laws Ch. 149 § 26 *et seq.*, and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the Commonwealth of Massachusetts, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

g. any and all claims under the wage and hour laws and regulations of the state of Michigan that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER,, including but not limited to Section 408.384a of the Michigan Minimum Wage Law, and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Michigan, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive

damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

h. any and all claims under the wage and hour laws and regulations of the state of New York that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER,, including but not limited to Articles 6 and 19 of the New York Labor Law; 12 New York Codes, Rules and Regulations Parts 137-142; New York General Business Law § 399-H; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of New York, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

i. any and all claims under the wage and hour laws and regulations of the state of North Carolina that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to Title 13, Chapter 12 of the North Carolina Administrative Code; Chapter 95 of the General Statutes of North Carolina, Article 2A and Article 21; and any state common law wage claims, including, but not limited to claims of

unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of North Carolina, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

j. any and all claims under the wage and hour laws and regulations of the state of Ohio that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to Ohio Revised Code Chapters 124.18, 2305.11, and 4111; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Ohio, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

k. any and all claims under the wage and hour laws and regulations of the state of Oklahoma that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Oklahoma, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest; as well as any other statutes and/or regulations of the aforementioned states regulating hours of work, wages, the payment of wages, retaliation, wage-related or recordkeeping-related claims, the payment of minimum wages, and/or the payment of overtime compensation;

l. any and all claims under the wage and hour laws and regulations of the Commonwealth of Pennsylvania that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to Chapter 8 of Title 43 of the Pennsylvania Statutes; Chapters 9 and 231 of Title 34 of the Pennsylvania Administrative Code; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages

or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the Commonwealth of Pennsylvania, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

m. any and all claims under the wage and hour laws and regulations of the state of Texas that occurred at any time up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, including but not limited to the Texas Payday Law (Chapter 61 of the Texas Labor Code); and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Texas, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest; as well as any other statutes and/or regulations of the aforementioned states regulating hours of work, wages, the payment of wages, retaliation, wage-related or recordkeeping-related claims, the payment of minimum wages, and/or the payment of overtime compensation;

n. any and all claims under the wage and hour laws and regulations of the Commonwealth of Virginia that occurred at any time up to and including the

date the COURT enters a PRELIMINARY APPROVAL ORDER,, including but not limited to Chapter 3 of Title 40.1 of the Virginia Code; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the Commonwealth of Virginia, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest; as well as any other statutes and/or regulations of the aforementioned states regulating hours of work, wages, the payment of wages, retaliation, wage-related or recordkeeping-related claims, the payment of minimum wages, and/or the payment of overtime compensation;

o. any and all claims under state and federal law for breach of express contract or labor agreement (for earned wages, overtime, and/or and missed or interrupted meal breaks), implied contract, money had and received in assumpit, quantum meruit/unjust enrichment, fraud, negligent misrepresentation, equitable estoppel, promissory estoppel, conversion, and failure to keep accurate records;

p. any and all claims pursuant to or derived from ERISA, 29 U.S.C. § 1001, *et seq.*, based on any alleged failure to pay wages, including but not limited to minimum wages or overtime wages;

q. any and all claims for attorneys' fees, costs and expenses; and

r. any and all wage-and-hour laws or wage-related claims of any kind, including retaliation, under any other laws, including but not limited to any and all such claims pursuant to other federal, local, or other states' laws and/or regulations.

The RELEASING PERSONS further covenant and agree that, since they are settling disputed claims, they will not accept, recover or receive any back pay, liquidated damages, other damages or any other form of relief based on any claims asserted or settled in the CUNNINGHAM LITIGATION or SALVA LITIGATION which may arise out of, or in connection with any other individual, union representative, class or any administrative or arbitral remedies pursued by any individual, class, union or federal, state or local governmental agency against any of the DEFENDANTS and/or RELEASED PERSONS. RELEASING PERSONS further acknowledge that they are enjoined from pursuing any RELEASED CLAIMS they have, had, might have or might have had against any of the DEFENDANTS and/or RELEASED PERSONS based on any act or omission that occurred up to and including the date the COURT enters a PRELIMINARY APPROVAL ORDER, and that they have received sufficient notice of the fact that the PARTIES are seeking such injunctive relief in the FINAL APPROVAL ORDER.

4. Dismissal of Cunningham Opt-in Plaintiffs Who Do Not Become Authorized Claimants. The FLSA claims of the members of the CUNNINGHAM OPT-IN PLAINTIFFS who do not become AUTHORIZED CLAIMANTS shall be dismissed with prejudice as of the date of the Court's entry of a FINAL APPROVAL ORDER.

5. No Assignment. CUNNINGHAM PLAINTIFFS' Counsel, SALVA PLAINTIFFS' COUSEL, CUNNINGHAM PLAINTIFFS, and SALVA PLAINTIFFS, for

themselves, represent and warrant that nothing which would otherwise be released herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the CUNNINGHAM LITIGATION or the SALVA LITIGATION, or any related action. Upon the EFFECTIVE DATE of this SETTLEMENT AGREEMENT, members of the FINAL SETTLEMENT CLASSES represent and warrant that nothing which would otherwise be released herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the CUNNINGHAM LITIGATION or the SALVA LITIGATION, or any related action.

6. Binding Agreement. All members of the FINAL SETTLEMENT CLASSES will be bound by the terms and conditions of this SETTLEMENT AGREEMENT, FINAL APPROVAL ORDER, the FINAL JUDGMENT, and the releases set forth herein.

I. MEDIA AND CONFIDENTIALITY OBLIGATIONS

1. No Press Release or Public Disclosure of Settlement. SALVA PLAINTIFFS, CUNNINGHAM PLAINTIFFS, and CLASS COUNSEL shall not during the SALVA OPT-IN PERIOD: (1) issue a press release or otherwise notify the media about the terms of the SETTLEMENT AGREEMENT; (2) advertise or make any public statements regarding any of the terms of the SETTLEMENT AGREEMENT through written, recorded or electronic communications; or (3) discuss or disclose the facts relating to this case or the terms of the SETTLEMENT AGREEMENT with any current or former employees of DEFENDANTS; except that CLASS COUNSEL can respond to communications from the CUNNINGHAM PLAINTIFFS, CUNNINGHAM OPT-IN PLAINTIFFS, SALVA PLAINTIFFS, SALVA OPT-IN PLAINTIFFS and members of the SETTLEMENT CLASSES..

2. “Frequently Asked Questions” to be Posted on Administrator’s Website.

The PARTIES shall agree to mutual agreeable “FAQs”, which will be posted on the CLAIMS ADMINISTRATOR’S website. SALVA PLAINTIFFS, CUNNINGHAM PLAINTIFFS, and CLASS COUNSEL shall abide by the agreed-to confidentiality provisions of the Cunningham Confidentiality Order dated May 27, 2009, and shall maintain the confidentiality of the entire negotiation and mediation process that led to this SETTLEMENT AGREEMENT, as well as of any information or documents exchanged between the PARTIES and/or the mediator, Mark S. Rudy, Esq., during the mediation process, which shall remain privileged and which were exchanged for purposes of settlement and compromise only, provided without prejudice to any party’s legal and/or factual position, and are inadmissible for any purpose in this or any other legal proceeding, including but not limited to impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions. Nothing in the foregoing sentence shall prohibit CLASS COUNSEL from providing information regarding the mediation as required by legal process in response to any objectors to the SETTLEMENT AGREEMENT.

3. Communications with Press. To the extent that CLASS COUNSEL is contacted by the media about this SETTLEMENT AGREEMENT, they shall be permitted to respond to such inquiries by stating that the PARTIES have reached a settlement subject to COURT approval, and that the PARTIES believe they have reached a fair and reasonable settlement of the disputed claims. CUNNINGHAM PLAINTIFFS, SALVA PLAINTIFFS, and CLASS COUNSEL may not disclose any of the specific terms of the SETTLEMENT AGREEMENT. CUNNINGHAM PLAINTIFFS and SALVA PLAINTIFFS shall certify at the

time they sign their CLAIM FORM PACKAGES that they have not violated the obligations in this Section.

4. Joint Press Release. Subsequent to the entry of the COURT'S FINAL APPROVAL ORDER and following the FINAL EFFECTIVE DATE, the PARTIES may issue a joint press release which, if issued, will not disclose the MAXIMUM GROSS SETTLEMENT AMOUNT or REVISED MAXIMUM GROSS SETTLEMENT AMOUNT. Under no circumstances will any press releases be issued by any party that disclose the MAXIMUM GROSS SETTLEMENT AMOUNT or REVISED MAXIMUM GROSS SETTLEMENT AMOUNT.

5. Breach of Media and Confidentiality Obligations. A "breach" of the Media and Confidentiality Obligations is any disclosure by CUNNINGHAM PLAINTIFFS, SALVA PLAINTIFFS, and/or CLASS COUNSEL of the terms or conditions of the SETTLEMENT AGREEMENT beyond those permitted by Section III.I.1-4. In the event of any such breach or threatened breach, DEFENDANTS shall, in addition to any other remedies available to it, be entitled to seek a temporary restraining order and/or preliminary and/or permanent injunction, or other equivalent relief, restraining the PARTY from any actual or threatened breach.

J. BINDING EFFECT; EXCLUSION, OPT-OUT AND OBJECTION RIGHTS

1. Right of members of PUTATIVE SALVA STATE LAW CLASS to OPT-OUT. A member of the PUTATIVE SALVA STATE LAW CLASS may elect to opt-out and be excluded from those classes at any time during the SALVA OPT-OUT PERIOD. To be a SALVA OPT-OUT, any such election must be made in writing; and sent to the CLAIMS ADMINISTRATOR so that it is received by the CLAIMS ADMINISTRATOR on or before forty-five (45) calendar days after the date of SETTLEMENT NOTICE and CLAIM FORMS to

members of the SETTLEMENT CLASSES is post-marked. Any member of the PUTATIVE SALVA STATE LAW CLASS who is an opt-out: (i) shall not have any rights under this SETTLEMENT AGREEMENT; (ii) shall not be entitled to receive a SETTLEMENT PAYMENT; and (iii) shall not be bound by this SETTLEMENT AGREEMENT, the FINAL APPROVAL ORDER, or the FINAL JUDGMENT.

2. Binding effect on members of FINAL SETTLEMENT CLASSES. Except for those members of the PUTATIVE SALVA STATE LAW CLASS who validly exclude themselves in compliance with the procedures set forth above, all members of the CUNNINGHAM SETTLEMENT CLASS, SALVA STATE LAW SETTLEMENT CLASS and SALVA FLSA SETTLEMENT CLASS will be deemed to be members of the FINAL SETTLEMENT CLASSES for all purposes under this SETTLEMENT AGREEMENT; will be bound by the terms and conditions of this SETTLEMENT AGREEMENT, the FINAL APPROVAL ORDER, the FINAL JUDGMENT, and the releases set forth herein; and will be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of the settlement.

3. Right to Object. Any member of the PUTATIVE SALVA STATE LAW CLASS may object to this SETTLEMENT AGREEMENT, provided that such objections are made in a writing filed with the CLAIMS ADMINISTRATOR and served on counsel for the PARTIES on or before the last day of the OBJECTION PERIOD. Such objection shall include the name and address of the OBJECTOR, a detailed statement of the basis for each objection asserted, the grounds on which the OBJECTOR desires to appear and be heard (if any), and, if the OBJECTOR is represented by counsel, the name and address of counsel. No member of the PUTATIVE SALVA STATE LAW CLASS may be heard at the FINAL APPROVAL

HEARING who has not complied with this requirement, and any member of the PUTATIVE SALVA STATE LAW CLASS who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the SETTLEMENT AGREEMENT.

K. CLAIMS ADMINISTRATION

1. Appointment of Claims Administrator. Within ten (10) calendar days of the execution of this SETTLEMENT AGREEMENT, the PARTIES shall jointly retain a CLAIMS ADMINISTRATOR that is mutually agreeable, including with respect to any concerns as to the sufficiency of the Claims Administrator's ability to keep information secure and confidential, and that shall be appointed by the Court at the request of the PARTIES.

2. Settlement Expenses. The SETTLEMENT EXPENSES are to be paid from the MAXIMUM GROSS SETTLEMENT AMOUNT.

3. Duties. The CLAIMS ADMINISTRATOR will perform all of the administrative duties assigned herein, including: (1) calculating the REVISED MAXIMUM GROSS SETTLEMENT AMOUNT; (2) calculating the estimated, potential, and actual individualized SETTLEMENT PAYMENTS for each member of the PUTATIVE SETTLEMENT CLASSES, and FINAL SETTLEMENT CLASSES; (3) formatting and printing the SETTLEMENT NOTICE and CLAIM FORM PACKAGES, mailing a SETTLEMENT NOTICE and an appropriate CLAIM FORM PACKAGE to members of the PUTATIVE SETTLEMENT CLASSES; (4) notifying the counsel for all PARTIES of timely and untimely submissions of CLAIM FORM PACKAGES by members of the PUTATIVE SETTLEMENT CLASSES; (5) notifying counsel for all PARTIES of, and resolving any disputes regarding, claims by any member of the PUTATIVE SETTLEMENT CLASSES; (6) copying counsel for all PARTIES on material correspondence and promptly notifying all counsel for the PARTIES of any material requests or communications made by any PARTY; (7) receiving and reviewing the

CLAIM FORM PACKAGES, including CLAIM FORMS, Current Employee Certifications, and SUBSTITUTE W-9 FORMS submitted by members of the PUTATIVE SETTLEMENT CLASSES to determine eligibility to receive a SETTLEMENT PAYMENT; (8) maintaining the original mailing envelope in which CLAIM FORMS and SUBSTITUTE W-9 FORMS, and other correspondence is received; (9) promptly furnishing to CLASS COUNSEL and DEFENDANTS' counsel copies of any requests to opt-out and/or objections which the CLAIMS ADMINISTRATOR receives; (10) mailing a SETTLEMENT PAYMENT to AUTHORIZED CLAIMANTS, along with a document containing information about the tax consequences of the SETTLEMENT PAYMENT; (11) electronically transferring CLASS COUNSEL'S FEES, COSTS AND EXPENSES in accordance with the SETTLEMENT AGREEMENT; (12) ascertaining current address and addressee information for each SETTLEMENT NOTICE and CLAIM FORM PACKAGE returned as undeliverable and conducting a second mailing to the current address, if ascertained; (13) responding to inquiries of members of the PUTATIVE SETTLEMENT CLASSES regarding the terms of settlement and procedures for submitting CLAIM FORM PACKAGES, objections, and requests to opt-out; (14) referring to counsel for the PARTIES all inquiries by members of the PUTATIVE SETTLEMENT CLASSES regarding matters not within the CLAIMS ADMINISTRATOR'S duties specified herein; (15) promptly apprising counsel for the PARTIES of the activities of the CLAIMS ADMINISTRATOR; (16) maintaining adequate records of its activities, including the dates of the mailing of SETTLEMENT NOTICE(s) and mailing and receipt of CLAIMS FORM(s) and mailing of SETTLEMENT PAYMENTS, returned mail and other communications and attempted written or electronic communications with members of the PUTATIVE SETTLEMENT CLASSES; (17) confirming in a declaration its completion of the administration of the SETTLEMENT

AGREEMENT; (18) timely responding to communications from the PARTIES or their counsel; (19) formatting, printing, and mailing to AUTHORIZED CLAIMANTS the Court's FINAL APPROVAL ORDER, including notice of injunction; (20) escheating non-negotiated checks to the appropriate state agency, to the extent required by applicable law; (21) calculating and paying the DEFENDANTS' portion of taxes on SETTLEMENT PAYMENTS, including but not limited to all FICA and FUTA taxes on SETTLEMENT PAYMENTS; (22) performing all tax reporting duties required by federal, state, or local law; (23) setting up a QUALIFIED SETTLEMENT FUND to which DEFENDANT shall electronically transfer funds sufficient to enable the CLAIMS ADMINISTRATOR to satisfy the payment obligations to members of the AUTHORIZED CLAIMANTS, SERVICE PAYMENTS, SETTLEMENT EXPENSES, CLASS COUNSEL'S FEES, COSTS AND EXPENSES, and to pay any employer-owed payroll taxes including FUTA and the employer's share of FICA taxes, unemployment insurance and back-up withholding (if applicable), as required by law with respect to settlement payments to AUTHORIZED CLAIMANTS; (24) protecting personal data of members of the PUTATIVE SETTLEMENT CLASSES, including Social Security numbers, from public disclosure; (25) maintaining reasonable administrative, physical, and technical controls that will protect the confidentiality, security, integrity, and availability of personal data of the members of the PUTATIVE SETTLEMENT CLASSES; (26) delivering to DEFENDANTS' counsel an encrypted CD containing all data pertaining to members of the PUTATIVE SETTLEMENT CLASSES, including information relating to the mailing of CLAIMS FORM PACKAGES and the receipt of signed CLAIMS FORM PACKAGES, and copies of all signed CLAIM FORMS; (27) maintaining all records, electronic or otherwise, relating to the administration of this SETTLEMENT AGREEMENT, for a period of two (2) years after the date of FINAL

JUDGMENT, and, at the conclusion of this time period, providing DEFENDANTS with the option to extend this time period or to obtain the records; (28) such other tasks contained in the SETTLEMENT AGREEMENT; (29) set up and administer a toll-free telephone support line as well as a settlement website; and (30) such other tasks as the PARTIES mutually agree.

4. Right to Review. CLASS COUNSEL and DEFENDANTS' counsel have the right to review and approve any documents to be mailed by the CLAIMS ADMINISTRATOR prior to their mailing, and the CLAIMS ADMINISTRATOR may not mail any documents without first receiving written approval to send the documents from CLASS COUNSEL and DEFENDANTS' counsel.

5. Risk Assessment of Claims Administrator. The PARTIES shall be permitted to conduct a risk assessment of the CLAIMS ADMINISTRATOR to verify that the CLAIMS ADMINISTRATOR has in place an effective information security program capable of protecting the personal information of the members of the PUTATIVE SETTLEMENT CLASSES. In addition, the CLAIMS ADMINISTRATOR will be required to contractually obligate itself to maintain reasonable physical, administrative, and technical controls to protect such information. Either party may object to the selection of a CLAIMS ADMINISTRATOR which does not pass the assessment process or which will not agree to reasonable contractual commitments regarding the security of member information.

L. TERMINATION OF THE SETTLEMENT AGREEMENT

1. Grounds for Settlement Termination. This SETTLEMENT AGREEMENT may be terminated on the following grounds:

a. Denial of Approval Order. CLASS COUNSEL or DEFENDANTS' counsel may terminate the SETTLEMENT AGREEMENT if the COURT declines to enter an APPROVAL ORDER, or enter judgment in the form

submitted by the PARTIES, or the SETTLEMENT AGREEMENT does not become final for any other reason, or a Court of Appeals reverses the entry of an APPROVAL ORDER or judgment.

b. Withdrawal from Settlement based on Opt Outs. If two percent (2%) or more of the members of the PUTATIVE SALVA STATE LAW CLASS exercise their right to opt-out and be excluded from the SALVA STATE LAW SETTLEMENT CLASS and this SETTLEMENT AGREEMENT, DEFENDANTS shall have the right, notwithstanding any other provisions of this SETTLEMENT AGREEMENT, to withdraw from this SETTLEMENT AGREEMENT, whereupon the SETTLEMENT AGREEMENT will be null and void for all purposes and may not be used or introduced in further LITIGATION or any other proceeding of any kind.

2. Procedures for Termination. To terminate this SETTLEMENT AGREEMENT on one of the grounds specified above, the terminating Counsel (i.e., CLASS COUNSEL or counsel for DEFENDANTS) shall give written notice to the opposing Counsel no later than:

- a. 15 business days after the COURT acts; or
- b. 15 business days after a Notice of Appeal is filed; or
- c. 15 business days after DEFENDANTS receives notice from the CLAIMS ADMINISTRATOR that two percent (2%) or more of the members of the PUTATIVE SALVA STATE LAW CLASS exercised their rights to opt-out and be excluded from those classes and this SETTLEMENT AGREEMENT.

3. Effect of Termination. In the event that this SETTLEMENT AGREEMENT is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the settlement of the LITIGATION is barred by operation of the law, is invalidated, is not approved or otherwise is ordered not to be carried out by any court:

a. No Force and Effect. The SETTLEMENT AGREEMENT shall be terminated and shall have no force or effect, and no PARTY shall be bound by any of its terms;

b. No Payment Obligations. In the event the SETTLEMENT AGREEMENT is terminated, DEFENDANTS shall have no obligation to make any payments to any PARTY, member of the SETTLEMENT CLASSES, or CLASS COUNSEL, except that DEFENDANTS shall be solely responsible for (a) paying the CLAIMS ADMINISTRATOR for services rendered up to the date the CLAIMS ADMINISTRATOR is notified that the SETTLEMENT AGREEMENT has been terminated, and (b) paying MEDIATION COSTS.

c. Orders Vacated. The PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, and/or judgment, including any order of class or collective certification, shall be vacated;

d. No Prejudice. The SETTLEMENT AGREEMENT and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the PARTIES, all of whom shall be restored to their respective positions in the action prior to the settlement; and

e. Settlement Documents Inadmissible. Neither this SETTLEMENT AGREEMENT, nor any ancillary documents, actions, statements or filings in

furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the LITIGATION or any other action for any purpose whatsoever (including being offered, received or construed as an admission of any kind concerning whether any class or collective is certifiable).

f. Defendants' Right to Oppose Class/Move to Decertify.

DEFENDANTS reserves the right to oppose class and/or collective action certification and/or move to decertify any FLSA collective action should the SETTLEMENT AGREEMENT not become final.

g. Reservation of Rights – Sever Consolidation/Transfer. Each

PARTY reserves the right to seek to sever the consolidation of the SALVA LITIGATION and the CUNNINGHAM LITIGATION, and seek to transfer the SALVA LITIGATION either back to the United States District Court for the Western District of New York or to the United States District Court for the Eastern District of Texas.

M. PARTIES' AUTHORITY

1. Fully Authorized Representatives. The signatories hereby represent that they are fully authorized to enter into this SETTLEMENT AGREEMENT and bind the PARTIES hereto to the terms and conditions hereof.

2. Duly-Authorized Legal Agents – CUNNINGHAM PLAINTIFFS. CUNNINGHAM PLAINTIFFS, together with CLASS COUNSEL, covenant and represent that they are the duly-authorized legal agents for the CUNNINGHAM SETTLEMENT CLASS, including all CUNNINGHAM OPT-IN PLAINTIFFS, with respect to the CUNNINGHAM LITIGATION, and this SETTLEMENT AGREEMENT, and that they have the legal right and

authority to act as representatives of the CUNNINGHAM SETTLEMENT CLASS, including all CUNNINGHAM OPT-IN PLAINTIFFS, and to make decisions on the behalf of the CUNNINGHAM SETTLEMENT CLASS and all CUNNINGHAM OPT-IN PLAINTIFFS, concerning the CUNNINGHAM LITIGATION, the method and manner of conducting the CUNNINGHAM LITIGATION, and the execution of this SETTLEMENT AGREEMENT.

3. Duly-Authorized Legal Agents – SALVA PLAINTIFFS. SALVA PLAINTIFFS, together with CLASS COUNSEL, covenant and represent that they are the duly-authorized legal agents for all SALVA OPT-IN PLAINTIFFS, and that they have the legal right and authority to act as representatives of the SALVA OPT-IN PLAINTIFFS, and to make decisions on the behalf of the SALVA OPT-IN PLAINTIFFS concerning the SALVA LITIGATION, the method and manner of conducting the SALVA LITIGATION, and the execution of this SETTLEMENT AGREEMENT.

4. Acknowledgment. SALVA PLAINTIFFS and CUNNINGHAM PLAINTIFFS acknowledge that they are, together with CLASS COUNSEL, fully authorized to enter into the negotiations that have led to this SETTLEMENT AGREEMENT, regardless of whether each member of the PUTATIVE SETTLEMENT CLASSES timely submits a fully completed CLAIM FORM PACKAGE.

5. Notice to Settlement Classes. It is agreed that because the members of the PUTATIVE SETTLEMENT CLASSES are so numerous, it is impossible or impractical to have each member of the PUTATIVE SETTLEMENT CLASSES execute the SETTLEMENT AGREEMENT. The SETTLEMENT NOTICE and FINAL APPROVAL ORDER will advise all members of the PUTATIVE SETTLEMENT CLASSES of the binding nature of the release, and that the release will have the same force and effect upon members of the FINAL SETTLEMENT

CLASSES as if the SETTLEMENT AGREEMENT were executed by each member of the FINAL SETTLEMENT CLASSES.

N. MUTUAL FULL COOPERATION

The PARTIES agree to fully cooperate with each other to accomplish the terms of the SETTLEMENT AGREEMENT, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of the SETTLEMENT AGREEMENT. The PARTIES to the SETTLEMENT AGREEMENT shall use their best efforts, including all efforts contemplated by the SETTLEMENT AGREEMENT and any other efforts that may become necessary by order of the COURT, or otherwise, to effectuate the SETTLEMENT AGREEMENT and the terms set forth herein. As soon as practicable after execution of the SETTLEMENT AGREEMENT, CUNNINGHAM PLAINTIFFS, SALVA PLAINTIFFS and PLAINTIFFS' counsel shall, with the assistance and cooperation of DEFENDANTS and DEFENDANTS' counsel, take all necessary steps to secure the COURT'S final approval of the SETTLEMENT AGREEMENT.

O. NOTICES

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To SALVA PLAINTIFFS, CUNNINGHAM PLAINTIFFS, and SETTLEMENT CLASSES:

Seth R. Lesser
KLAFTER OLSEN & LESSER LLP
Two International Drive, Suite 350
Rye Brook, New York 10573

To DEFENDANT:

Lisa A. Schreter
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326

P. CONSTRUCTION AND INTERPRETATION

1. Interpretation. The PARTIES hereto agree that the terms and conditions of the SETTLEMENT AGREEMENT are the result of lengthy, intensive, arms-length negotiations among the PARTIES, and the SETTLEMENT AGREEMENT shall not be construed in favor of or against any PARTY by reason of the extent to which any PARTY or his, her, or its counsel participated in the drafting of the SETTLEMENT AGREEMENT.

2. Paragraph Descriptions. Paragraph titles are inserted as a matter of convenience for reference, and in no way define, limit, extend, or describe the scope of this SETTLEMENT AGREEMENT or any of its provisions. Each term of this SETTLEMENT AGREEMENT is contractual and not merely a recital.

3. Governing Law. This SETTLEMENT AGREEMENT shall be subject to and governed by the laws of the State of New York and subject to the continuing jurisdiction of the United States District Court for the Southern District of New York.

Q. FORM AND CONTENT RESOLUTION

1. Future Agreement. The PARTIES agree they must reach agreement on the form and content of, the PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, and the Motions for Approval.

2. Resolution of Impasse. The PARTIES agree that in the event they dispute and reach impasse as to any of the settlement terms or the form and content of any documents necessary to effectuate the SETTLEMENT AGREEMENT, any and all such disputes may be submitted to Mediator Mark S. Rudy, Esq. for final and binding determination. The PARTIES

shall equally divide all costs of such determination, but the PARTIES shall bear their own expenses for attorneys' fees, expenses and costs.

R. INTEGRATION CLAUSE

This SETTLEMENT AGREEMENT sets forth the entire agreement between the PARTIES hereto relating to the CUNNINGHAM LITIGATION and the SALVA LITIGATION and the claims asserted therein, excepting the Cunningham Confidentiality Order dated May 27, 2009. The PARTIES further agree that they shall maintain the confidentiality of the entire negotiation and mediation process that led to this SETTLEMENT AGREEMENT, as well as of any information or documents exchanged between the PARTIES and/or the mediator, Mark S. Rudy, Esq., during the mediation process, which shall remain privileged and which were exchanged for purposes of settlement and compromise only, provided without prejudice to any party's legal and/or factual position, and are inadmissible for any purpose in this or any other legal proceeding, including but not limited to impeachment, under Rule 408 of the Federal Rules of Evidence and any applicable federal or state statute, rule, or common law provisions. Nothing in the foregoing sentence shall prohibit CLASS COUNSEL from providing information regarding the mediation as required by legal process in response to any objectors to the SETTLEMENT AGREEMENT.

S. RETURN OF DOCUMENTS

1. To preserve private and confidential information related to DEFENDANTS, and the PUTATIVE SETTLEMENT CLASSES, CLASS COUNSEL will, within 90 days following the EFFECTIVE DATE, destroy or return all documents and class data exchanged during the course of the litigation that were subject to the protective order, Mediation Agreements, and/or otherwise designated as "Confidential" in the CUNNINGHAM LITIGATION or SALVA LITIGATION. If CLASS COUNSEL elects to destroy such

documents, data and information, CLASS COUNSEL will certify under penalty of perjury that such documents have been destroyed.

2. CLASS COUNSEL will confirm in writing that the obligations set forth in Section III.S.1 have been completed.

T. BINDING ON ASSIGNS

This SETTLEMENT AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and his or her respective agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, exclusive bargaining agents, successors-in-interest, and assigns.

U. MODIFICATION

No rights hereunder may be waived or modified except in a writing signed by duly authorized representatives of the PARTIES.

V. ENFORCEMENT OF THE SETTLEMENT AGREEMENT

1. Court Retains Jurisdiction. The PARTIES agree that the COURT shall retain jurisdiction to enforce the terms of this SETTLEMENT AGREEMENT unless specifically set forth otherwise herein.

2. Resolution of Disputes. In the event of a dispute concerning the rights or obligations under the SETTLEMENT AGREEMENT or breach of a term of the SETTLEMENT AGREEMENT, notice must be mailed to opposing counsel as provided in Section III.O. After receipt of notice, the PARTIES shall meet and confer in a good faith attempt to resolve the matter for ten (10) calendar days. In the event those efforts are unsuccessful and one or more of the PARTIES attempts to institute any legal action or other proceeding against any other PARTY or PARTIES to enforce the provisions of this SETTLEMENT AGREEMENT or to declare rights and/or obligations under this SETTLEMENT AGREEMENT, the successful PARTY or

PARTIES shall be entitled to recover from the unsuccessful PARTY or PARTIES reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred. Likewise, DEFENDANTS shall be entitled to recover from any member of the FINAL SETTLEMENT CLASSES who commence an action or proceeding asserting any of the Released Claims, and therefore in breach of this SETTLEMENT AGREEMENT, reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred.

W. COUNTERPARTS

The SETTLEMENT AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:

[PLAINTIFF]

**ON BEHALF OF HIMSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

DEFENDANT:

By: _____

Name: Bruce Ives

Title: Sr. VP, Deputy GC &

Asst. Secy

Date: 9/15/14

PARTIES shall be entitled to recover from the unsuccessful PARTY or PARTIES reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred. Likewise, DEFENDANTS shall be entitled to recover from any member of the FINAL SETTLEMENT CLASSES who commence an action or proceeding asserting any of the Released Claims, and therefore in breach of this SETTLEMENT AGREEMENT, reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred.

W. COUNTERPARTS

The SETTLEMENT AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:

Ernest Clements

[PLAINTIFF]

**ON BEHALF OF HIM/HERSELF AND ALL
OPT-IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 7/14/2014

[Signature]

DEFENDANT:

By: _____

Name: _____

Title: _____

Date: _____

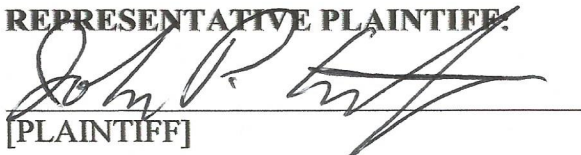
PARTIES shall be entitled to recover from the unsuccessful PARTY or PARTIES reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred. Likewise, DEFENDANTS shall be entitled to recover from any member of the FINAL SETTLEMENT CLASSES who commence an action or proceeding asserting any of the Released Claims, and therefore in breach of this SETTLEMENT AGREEMENT, reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred

COUNTERPARTS

The SETTLEMENT AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:


[PLAINTIFF]

John P. Confar

**ON BEHALF OF HIM/HERSELF AND ALL
OPT-IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: July 24, 2014

DEFENDANT:

By: _____

Name: _____

Title: _____

Date: _____

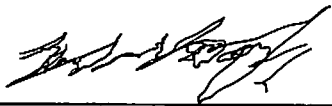
IN WITNESS WHEREOF, the undersigned have duly executed this
SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:

Rod Deluhery
[PLAINTIFF]

**ON BEHALF OF HIMSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 8/19/2014



DEFENDANT:

By: _____

Name: _____

—

Title: _____

—

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

IN WITNESS WHEREOF, the undersigned have duly executed this
SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:

Daniel J. Hein
[PLAINTIFF]

**ON BEHALF OF HIMSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 7-30-14

Daniel J. Hein

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

DEFENDANT:

By: _____

Name: _____

—

Title: _____

—

Date: _____

IN WITNESS WHEREOF, the undersigned have duly executed this
SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:

Negoy Broussard
[PLAINTIFF]

**ON BEHALF OF HIMSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 7/25/14

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

DEFENDANT:

By: _____

Name: _____

—

Title: _____

—

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

CLASS COUNSEL:

KLAFTER OLSEN & LESSER LLP

Date: _____

By: _____

Seth R. Lesser

**PITT, MCGEHEE, PALMER, RIVERS &
GOLDEN, PC**

Date: 8/14/14

By: [Signature]

Cary S. McGelhee

**HEPWORTH, GERSHBAUM, & ROTH
PLLC**

Date: 8/14/14

By: [Signature]

Marc S. Hepworth
David A. Roth

BROMBERG LAW OFFICE, P.C.

Date: _____

By: _____

PARTIES shall be entitled to recover from the unsuccessful PARTY or PARTIES reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred. Likewise, DEFENDANTS shall be entitled to recover from any member of the FINAL SETTLEMENT CLASSES who commence an action or proceeding asserting any of the Released Claims, and therefore in breach of this SETTLEMENT AGREEMENT, reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred.

W. COUNTERPARTS

The SETTLEMENT AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:

JOHN SAWA
[PLAINTIFF]

**ON BEHALF OF HIMSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 08/13/2014

DEFENDANT:

By: _____

Name: _____

—

Title: _____

—

John M. Sawa

Date: _____

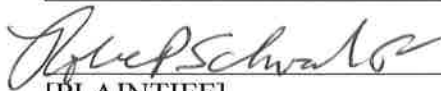
PARTIES shall be entitled to recover from the unsuccessful PARTY or PARTIES reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred. Likewise, DEFENDANTS shall be entitled to recover from any member of the FINAL SETTLEMENT CLASSES who commence an action or proceeding asserting any of the Released Claims, and therefore in breach of this SETTLEMENT AGREEMENT, reasonable attorneys' fees, expenses, and costs, including expert witness fees incurred in connection with any enforcement actions, and any damages incurred.

W. COUNTERPARTS

The SETTLEMENT AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:


[PLAINTIFF]

**ON BEHALF OF HIM/HERSELF AND ALL
OPT-IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 7/24/14

DEFENDANT:

By: _____

Name: _____

Title: _____

Date: _____

REPRESENTATIVE PLAINTIFF:

DEFENDANT:

[PLAINTIFF]

By: _____

**ON BEHALF OF HIMSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Name: _____

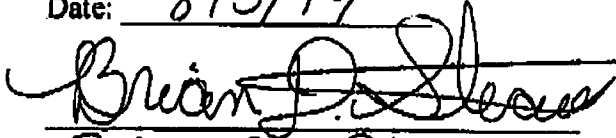
Title: _____

Date: _____

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 8/3/14



BRIAN D. STEAVENS

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

IN WITNESS WHEREOF, the undersigned have duly executed this
SETTLEMENT AGREEMENT on:

REPRESENTATIVE PLAINTIFF:

Tamara Goldberg
[PLAINTIFF]

**ON BEHALF OF HIMSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 8-11-14

DEFENDANT:

By: _____

Name: _____

—

Title: _____

—

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 8-11-14

Tamara Goldberg

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: 7-19-2014

Jerome Vinet

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS OF
SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

**ON BEHALF OF HERSELF AND ALL OPT-
IN PLAINTIFFS, AND MEMBERS
OF SETTLEMENT CLASSES**

Date: _____

CLASS COUNSEL:

KLAFTER OLSEN & LESSER LLP

Date: 8/10/14

By: 

Seth R. Lesser

**PITT, MCGEHEE, PALMER, RIVERS &
GOLDEN, PC**

Date: _____

By: _____

Cary S. McGehee

**HEPWORTH, GERSHBAUM, & ROTH
PLLC**

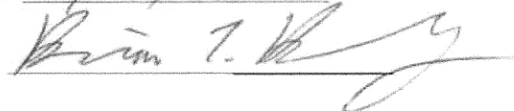
Date: _____

By: _____

Marc S. Hepworth
David A. Roth

BROMBERG LAW OFFICE, P.C.

Date: 8/14/14

By: 

Brian Bromberg

BERGER & GOTTLIEB

Date: 8/14/14

By: 

Bradley I Berger

Attorneys for Plaintiffs

EXHIBIT 1

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
Cunningham v. Electronic Data Sys. Corp., Case No. 06-cv-03530
Steavens v. Electronic Data Sys. Corp., Case No. 08-cv-10409
Salva v. Hewlett-Packard Co., Case No. 12-cv-06324

**OFFICIAL NOTICE OF SETTLEMENT OF CLASS AND COLLECTIVE
ACTION**

To: Opt-in Plaintiffs in *Cunningham v. Electronic Data Sys. Corp./ Steavens v. Electronic Data Sys. Corp.*

and

Certain Present and Former Hewlett-Packard Company (“HP”) Employees in the Service Information Developer I, ITO Service Delivery Consultant I, and ITO Service Delivery Consultant II HP job codes

Re: Settlement of Class and Collective Action Lawsuit

Date: _____, 2014

On _____, 2014, the Court granted preliminary approval of a proposed settlement (“Settlement”) as set forth in a Stipulation and Settlement Agreement (“Settlement Agreement”). The following pages tell you about your rights and responsibilities under the proposed Settlement.

You are receiving this Notice because you have (1) previously filed a consent to join the *Cunningham* lawsuit; (2) held a position at HP in the Service Information Developer I, ITO Service Delivery Consultant I, and ITO Service Delivery Consultant II HP job codes during the time period stated in the Notice; or (3) both, and as such you are eligible to receive money from this Settlement.

INTRODUCTION

- The parties to this lawsuit have reached a proposed resolution to settle this case. Please read this Notice carefully. It contains important information about your rights concerning the class action settlement described below.
- You can choose to: (1) participate in the Settlement by filing a Claim Form Package; (2) do nothing; (3) request to be excluded from the Settlement (depending on what state you live in); 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. *See further details below.*

- As described more fully below, to participate in the Settlement, you must send a properly completed Claim Form Package to the Claims Administrator that must be received by the Claims Administrator by _____, 2014. If you fail to submit a timely Claim Form Package, you will receive no money from the Settlement.
- If you are a member of the Salva Putative Class, depending on what state you live in (*see* below), unless you “Opt-Out” of the Settlement by sending a written, signed statement to the Claims Administrator that you are opting out of the settlement so that it is received by the Claims Administrator by _____, you will be bound by the terms of the Settlement, whether or not you timely submit a Claim Form Package.
- If you have previously filed a consent form to opt-in to the *Cunningham* lawsuit and fail to submit a timely Claim Form Package, your FLSA claims against EDS will be dismissed with prejudice, and you will receive no money from the Settlement.
- The law prohibits retaliation against current or former employees who participate in settlements.

IMPORTANT DEADLINES:

- Deadline to opt-out of the Settlement: must be received by the Claims Administrator by _____, 2014.
- Deadline to object to the Settlement: must be filed with the Court and served by _____, 2014.
- Deadline to submit Claim Form Package: must be received by the Claims Administrator by _____, 2014.

This Notice explains the lawsuit and the terms of the Settlement and explains your rights and obligations. The Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by the parties. The Notice contains information about the following topics:

1. What is the Lawsuit About and Why Was This Notice Sent?
2. Who is Affected by the Proposed Settlement?
3. What Are Your Options?
4. What Are the Terms of the Proposed Settlement and How Much Can You Expect to Receive?
5. Who Represents the Parties and How Will the Attorneys for the Class Get Paid?
6. Who Is The Claims Administrator?
7. How Can You Participate in the Settlement?
8. What If You Do Nothing?
9. No Retaliation

10. Permanent Injunction
11. How Can You Exclude Yourself or “Opt-Out” of the Settlement?
12. How Can You Object?
13. What if You Have Questions?

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

Cunningham/Steaven v. EDS:

In *Cunningham, et al. v. Electronic Data Systems, Corp.*, Case No. 06-cv-3530, 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 *Steavens, 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 the United States District Court for the Southern District of New York, after *Salva* was transferred there on _____, 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 _____, 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 a hearing during which the Court considered 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 _____ at _____ .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 *Cunnningham* Opt-Ins who worked for EDS; and (2) individuals who worked for HP in the Salva Covered Job Codes between June 16, 2009 and [DATE OF PRELIMINARY APPROVAL], 2014.

While *Cunningham* lawsuit is being settled only as a “collective action” under the FLSA, the Salva Litigation is being settled as 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. 00S46F), ITO Service Delivery Consultant I (00S15F), and/or ITO Service Delivery Consultant II (00S15G) during the period between June 16, 2009 through and including entry of the Preliminary Approval Order dated _____.

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. 00S46F), ITO Service Delivery Consultant I (00S15F), and/or ITO Service Delivery Consultant II (00S15G) during the period between June 16, 2009 through and including entry of the Preliminary Approval Order dated _____.

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 are worked for HP as a Service Information Developer I (Code No. 00S46F), ITO Service Delivery Consultant I (00S15F), and/or ITO Service Delivery Consultant II (00S15G) 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 _____] 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 _____].

The number of weeks that you were employed by EDS in a Cunningham Covered Job Code or by a 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 [date of the entry of the Preliminary Approval Order dated _____].

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 _____, 2014 and also that there are no appeals from any part of Settlement approval, the earliest that payments could be processed would be approximately [_____]. 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 flooe
New York, NY 10004

Jeffrey Michael Gottlieb
Berger & Gottlieb
150 E. 18th St.
New York, NY 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, IL 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 _____, 2014 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 _____, 2014).

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 _____, 2014). 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 _____, Claims Administrator
[Address]
[Phone number]

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 ____ 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 Gross Maximum 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 _____, 2014. 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. 12-cv-06324; 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 _____, 2014. 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 _____, 2014 at _____.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 _____, 2014.

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 Gross Maximum 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._____.com or by contacting the Claims Administrator at:

Cunningham v. EDS/Salva v. HP Settlement
c/o _____, Claims Administrator
[Address]
[Phone number]

Finally, **it is your responsibility to inform the Claims Administrator of your correct address.** Please sign and mail any change of address along with your Social Security Number, date of birth, former address and new address to the Claims Administrator at the address listed above.

Do Not Call or Write the Court or Office of the Clerk to Obtain Copies of the Claim Form Package, to Ask Questions About the Settlement, or to Ask Questions about the Claims Process.

Dated: _____, 2014

EXHIBIT 2

***Cunningham v. Electronic Data Sys. Corp.*, Case No. 06-cv-03530
Steavens v. Electronic Data Sys. Corp., Case No. 08-cv-10409
Salva v. Hewlett-Packard Co., Case No. 12-cv-06324
United States District Court for the Southern District of New York**

CLAIM FORM PACKAGE A

[FIRST PAGE OF CLAIM FORM WILL INCLUDE THE FOLLOWING INFORMATION FROM THE CLAIMS ADMINISTRATOR: NAME, ADDRESS, AND DATES OF EMPLOYMENT IN COVERED POSITION. INFORMATION BELOW WILL BE REQUESTED FOR CORRECTION AND IDENTIFICATION PURPOSES. CLAIM FORM TO BE FORMATTED BY CLAIMS ADMINISTRATOR]

Print Clearly or Type:

Name _____
First Middle Last

Other Names (if any) Used While Employed by Electronic Data Systems, Inc.

Current Residential Street Address _____

City _____ State _____ ZIP Code _____

Last Four Digits of Your Social Security Number (used to confirm identity): _____

Telephone Numbers _____
Work Home Cell

**To Take Part In The Proposed Settlement, You Must Sign Below
After Reading This Whole Form and Appendix**

CLAIM FORM

In order to receive a settlement payment, you must timely submit a properly completed Claim Form Package to the Claims Administrator so that it is received by the Claims Administrator by [BAR DATE]

Court records indicate that you previously signed and filed a consent to join the litigation captioned as *Cunningham v. Electronic Data Sys. Corp.*, Case No. 06-cv-03530 (S.D.N.Y.) and *Steavens v. Electronic Data Sys. Corp.*, Case No. 08-cv-10409 (S.D.N.Y.) on [DATE OF CONSENT FILING].

The records of Electronic Data Systems, Inc. (“EDS”) and its successor, Hewlett-Packard Company (“HP”) indicate that, during the three-year period prior to the date on which you filed a consent to join the above-referenced litigation, you were employed by EDS in an EDS job code contained in the job codes referenced below (“EDS Job Code”):

- 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

As such, the settlement award which you are eligible to be paid in connection with the settlement of this action is based on a “Per Week” amount (equal to the Revised Maximum Gross Settlement Amount divided by the gross weeks worked by members of each of the Settlement Classes during the applicable time period) and the number of weeks worked by you in an EDS Job Code between the date three years prior to the date you filed a consent to join this litigation and the date on which your employment with EDS in one of the above-referenced EDS Job Codes ceased.

The "Per Week" amount is equal to _____.

According to EDS' and HP's records, the number of weeks you worked in an EDS Job Code between the date three years prior to the date you filed a consent to join this litigation and the date on which your employment with EDS in one of the above-referenced EDS Job Codes ceased is _____.

Assuming that the Settlement is approved, as well as the requests for an award of fees and expenses and service payments awards, as described in the Notice, it is expected that your share of the settlement will be approximately \$_____ (calculated by multiplying the "Per Week" amount by the number of weeks noted above).

If you believe that the number of weeks listed above with respect to you are incorrect, please enter the number of weeks you believe you worked in an EDS Job Code between the date three years prior to the date you filed a consent to join this litigation and the date on which your employment with EDS in one of the above-referenced EDS Job Codes ceased here: _____.

IF YOU DISAGREE WITH THE NUMBER OF WEEKS YOU WORKED IN AN EDS JOB CODE BETWEEN THE DATE THREE YEARS PRIOR TO THE DATE YOU FILED A CONSENT TO JOIN THIS LITIGATION AND THE DATE ON WHICH YOUR EMPLOYMENT WITH EDS IN ONE OF THE ABOVE-REFERENCED EDS JOB CODES CEASED, YOU MUST PROVIDE PAY-STUBS OR OTHER DOCUMENTATION CONFIRMING THE NUMBER OF WEEKS YOU HAVE INDICATED.

BY SIGNING, DATING AND SUBMITTING THIS CLAIM FORM AND THE SUBSTITUTE IRS W-9 FORM I AGREE THAT I HAVE READ AND UNDERSTAND THE NOTICE, AND CLAIM FORM PACKAGE, THAT I AM KNOWINGLY AND VOLUNTARILY RELEASING ALL CLAIMS AS DESCRIBED IN THE NOTICE AND APPENDIX A TO THE CLAIM FORM PACKAGE AND THAT I AGREE TO BE BOUND BY ALL THE TERMS OF THE SETTLEMENT, IF APPROVED, INCLUDING ANY PERMANENT INJUNCTION ISSUED BY THE COURT.

I declare under penalty of perjury under the laws of the United States that the information I have supplied is true and correct.

Signature

Date

Print Name

City, State

RETURN SIGNED CLAIM AND CONSENT TO JOIN FORM TO [CLAIMS ADMINISTRATOR] SO THAT IT IS RECEIVED NO LATER THAN [BAR DATE].

YOU ALSO MUST RETURN THE SUBSTITUTE IRS W-9 FORM

SUBSTITUTE IRS W-9 FORM (THIS MUST BE RETURNED)

In order to receive that portion of the settlement payment attributed to liquidated damages, you must timely complete and return this Substitute IRS W-9 Form.

Substitute IRS W-9 FORM Taxpayer Identification Number Certification		
Enter your Social Security Number (taxpayer identification number): 		
Print name and address as shown on your income tax return: <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>		
First Name & Middle Initial: _____ Last Name: _____		
Address: 		
City: _____	State: _____	ZIP Code: _____
Under penalties of perjury, I certify that:		
<ol style="list-style-type: none">1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).4. Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.		
Signature of U.S. Person: _____ Date: _____		

**RETURN SIGNED SUBSTITUTE IRS W-9 FORM TO [CLAIMS ADMINISTRATOR]
SO THAT IT IS RECEIVED NO LATER THAN [BAR DATE].**

APPENDIX A

RELEASE OF CLAIMS (THIS DESCRIBES IN SPECIFIC DETAIL THE LEGAL CLAIMS BEING RELEASED BY YOUR CLAIM FORM)

I previously filed a consent to join this litigation. By now signing the Claim Form, I consent to participate in the Parties' proposed settlement in this litigation of the claims asserted under the federal Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* and any state law wage and hour claims I have standing to assert. I hereby authorize Seth R. LESSER, KLAFTER OLSEN & LESSER LLP, Two International Drive, Suite 350, Rye Brook, New York 10573, (914) 934-9200, Cary S. McGehee, PITT, MCGEHEE, PALMER, RIVERS & GOLDEN, PC, 117 W. Fourth Street, Suite 200, Royal Oak, Michigan 48067, (248) 398-9800, and Marc S. Hepworth, HEPWORTH, GERSHBAUM & ROTH, PLLC, 192 Lexington Avenue, Suite 802, New York, New York 10016, (212) 545-1199, to represent me in this action, and to file, under seal, this Claim Form, Substitute IRS W-9 Form, and Appendix A (Release of Claims) (together, the "Claim Form Package") with the Court in the lawsuit.

I certify that I was employed by EDS in one of the following EDS job codes during the period starting three-years prior to the date on which I filed a consent to join this litigation through the date on which my employment with EDS in one of the following EDS job codes ceased: Information Associate, Information Analyst, Information Specialist, Information Specialist Senior, Infrastructure Analyst, Infrastructure Specialist, Infrastructure Specialist Senior, Service Center Analyst, Service Center Analyst Advanced, Service Center Analyst Senior, Systems Administrator, Systems Administrator Advanced, Systems Administrator Senior, Telecommunications Analyst, Telecommunications Analyst Advanced, Telecommunications Analyst Senior, Information Security Analyst, Information Security Analyst Advanced, Information Security Analyst Senior, and Information Security Master (the "EDS Job Codes").

By signing, I also acknowledge that when the Court grants approval to the Parties' settlement and that approval becomes final, I shall have released all wage-related claims of any kind (as described more fully below), including but not limited to claims under the Fair Labor Standards Act that I may have or ever had against EDS and HP. As a result, I also acknowledge that any such claims for the time I was employed by EDS in one of the EDS Job Codes during the period starting three-years prior to the date on which I filed a consent to join this litigation through **[DATE OF PRELIMINARY APPROVAL]** will be fully and finally extinguished.

In exchange for the money I am eligible to receive under the Parties' settlement, I hereby fully and completely release EDS and HP and each of its past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by EDS or HP, divisions, units, branches and any other persons or entities acting on their behalf, including any entity that was a customer of EDS or HP for which I performed work or services during my employment with EDS and HP. (together with EDS and HP, the

“Released Persons”) from:

any and all past and present matters, disputes, claims, demands, rights, liabilities, expenses, damages, losses, and causes of action pertaining to hours worked or payment of wages of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, which any Releasing Person has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, even if presently unknown and/or un-asserted, that occurred at any time up to and including the date the Court enters a Preliminary Approval Order. This includes without limitation:

- a. any and all claims asserted in the Cunningham Litigation;
- b. any and all claims for unpaid wages, minimum wages, liquidated damages, attorneys’ fees, costs and expenses, pre- and post-judgment interest, overtime, or non-payment of wages, retaliation for complaining about wages or for asserting wage-related claims and/or any other claims of any kind, or any other wage-related or recordkeeping-related claims, damages or relief of any kind including but not limited to the FLSA, 29 U.S.C. § 201, et seq.;
- c. any and all claims under the wage and hour laws and regulations of the state of California that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including, without limitation: (a) failure to pay minimum wage in violation of California Labor Code (“Labor Code”) §§ 1182 et seq., 1197, 1197.1, and 1194; (b) failure to pay overtime/premium wages in violation of IWC Wage Order 4 (“Wage Order”) and Labor Code §§ 510, 511, and 1194; (c) failure to provide meal periods in violation of the Wage Order and Labor Code §§ 512 and 226.7; (d) failure to pay straight time or overtime wages for all hours worked under the Labor Code; (e) waiting time penalties in violation of Labor Code §§ 201-203; (f) failure to issue itemized wage statements in violation of Labor Code § 226; (g) unfair competition in violation of Business and Professions Code §§ 17200 et seq. based on the alleged violations of the Labor Code; (h) PAGA claims and penalties under Labor Code §§ 2698 et seq., including but not limited to a claim for such penalties based on alleged violations of the following Labor Code sections (and arising of the same facts and circumstances as the allegations of the Amended Salva Complaint): 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 2802, Wage Order 4; (i) any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of California, or any state common law wage claims and (j) any other claims for penalties, premium pay or liquidated damages of any nature whatsoever, including without limitation, interest, punitive damages, attorneys’ fees and costs;
- d. any and all claims under the wage and hour laws and regulations of the state of Florida that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Article X, Section 24 of the Florida Constitution; Chapters 448 and 532 of the Florida Statutes; and Sections 222.15 and 95.11(4)(c) of the Florida Statutes; and any state common law wage claims, including, but not limited to claims of unjust

enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Florida, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

e. any and all claims under the wage and hour laws and regulations of the state of Indiana that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Indiana Minimum Wage Law, Section 22-2-2-4 of the Indiana Code, and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Indiana, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

f. any and all claims under the wage and hour laws and regulations of the Commonwealth of Massachusetts that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to the Massachusetts Payment of Wages Law, Mass. Gen. Laws Ch. 149 § 148, et seq., the Massachusetts Minimum Fair Wage Law, Mass. Gen. Laws Ch. 151 § 1, et seq., the Massachusetts Overtime Law, Mass. Gen. Laws Ch. 151 § 1A, et seq., the Minimum Wage Regulations, 455 CMR § 2.01, et. seq., Mass. Gen. Laws Ch. 149 § 100, the Massachusetts Prevailing Wage Laws, including Mass. Gen. Laws Ch. 149 § 26 et seq., and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the Commonwealth of Massachusetts, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

g. any and all claims under the wage and hour laws and regulations of the state of Michigan that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Section 408.384a of the Michigan Minimum Wage Law, and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Michigan, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties,

equitable remedies, and/or pre- or post-judgment interest;

h. any and all claims under the wage and hour laws and regulations of the state of New York that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Articles 6 and 19 of the New York Labor Law; 12 New York Codes, Rules and Regulations Parts 137-142; New York General Business Law § 399-H; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of New York, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

i. any and all claims under the wage and hour laws and regulations of the state of North Carolina that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Title 13, Chapter 12 of the North Carolina Administrative Code; Chapter 95 of the General Statutes of North Carolina, Article 2A and Article 21; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of North Carolina, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

j. any and all claims under the wage and hour laws and regulations of the state of Ohio that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Ohio Revised Code Chapters 124.18, 2305.11, and 4111; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Ohio, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

k. any and all claims under the wage and hour laws and regulations of the state of Oklahoma that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Oklahoma, or any state common law wage claims,

including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest; as well as any other statutes and/or regulations of the aforementioned states regulating hours of work, wages, the payment of wages, retaliation, wage-related or recordkeeping-related claims, the payment of minimum wages, and/or the payment of overtime compensation;

l. any and all claims under the wage and hour laws and regulations of the Commonwealth of Pennsylvania that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Chapter 8 of Title 43 of the Pennsylvania Statutes; Chapters 9 and 231 of Title 34 of the Pennsylvania Administrative Code; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, any claims for retaliation for complaining about wages or for asserting wage-related claims and/or other claims of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the Commonwealth of Pennsylvania, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest;

m. any and all claims under the wage and hour laws and regulations of the state of Texas that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to the Texas Payday Law (Chapter 61 of the Texas Labor Code); and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the state of Texas, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest; as well as any other statutes and/or regulations of the aforementioned states regulating hours of work, wages, the payment of wages, retaliation, wage-related or recordkeeping-related claims, the payment of minimum wages, and/or the payment of overtime compensation;

n. any and all claims under the wage and hour laws and regulations of the Commonwealth of Virginia that occurred at any time up to and including the date the Court enters a Preliminary Approval Order, including but not limited to Chapter 3 of Title 40.1 of the Virginia Code; and any state common law wage claims, including, but not limited to claims of unjust enrichment, quantum meruit, and any and all claims for wages, bonuses, commissions, overtime, vacation pay, severance pay, or any other form of compensation of any kind, and all claims for any type of penalties or damages available under the wage and hour laws of the Commonwealth of Virginia, or any state common law wage claims, including but not limited to claims for fees and costs, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest; as well as any other statutes and/or regulations of the aforementioned states regulating hours of work, wages, the payment of wages, retaliation, wage-related or recordkeeping-related claims, the payment of minimum wages, and/or the payment of overtime compensation;

o. any and all claims under state and federal law for breach of express contract or labor agreement (for earned wages, overtime, and/or and missed or interrupted meal breaks), implied contract, money had and received in assumpit, quantum meruit/unjust enrichment, fraud, negligent misrepresentation, equitable estoppel, promissory estoppel, conversion, and failure to keep accurate records;

p. any and all claims pursuant to or derived from ERISA, 29 U.S.C. § 1001, et seq., based on any alleged failure to pay wages, including but not limited to minimum wages or overtime wages;

q. any and all claims for attorneys' fees, costs and expenses; and

r. any and all wage-and-hour laws or wage-related claims of any kind, including retaliation, under any other laws, including but not limited to any and all such claims pursuant to other federal, local, or other states' laws and/or regulations.

(the "Released Claims").

I further covenant and agree that, since I am settling disputed claims, I will not accept, recover or receive any back pay, liquidated damages, other damages or any other form of relief based on any Released Claims asserted or settled in the Litigation which may arise out of, or in connection with any other individual, union representative, class or any administrative or arbitral remedies pursued by any individual, union or federal, state or local governmental agency against EDS or HP and/or Released Persons. I also further acknowledge and agree that I am enjoined from pursuing any Released Claims that I have, had, might have or might have had against any of the Released Persons based on any act or omission that occurred up to and including **[DATE OF PRELIMINARY APPROVAL ORDER]**.

I further represent and warrant that nothing which would otherwise be released herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

I agree to allow **[CLAIMS ADMINISTRATOR]**, including its employees, full and complete access to any and all confidential and personal information supplied on my Claim Form and Substitute IRS W-9 Form. I understand that **[CLAIMS ADMINISTRATOR]** will check the accuracy of certain facts represented on my Claim Form with information provided by EDS and/or HP.

Unless otherwise indicated above, I further agree that the information regarding the number of weeks that I worked in one of the EDS Job Codes during the period starting three-years prior to the date on which I filed a consent to join this litigation through the date on which my employment with EDS in one of the EDS Job Codes ceased, _____, contained on the second page of the Claim Form above, is correct to the best of my knowledge. I further represent and warrant that I will not later challenge the accuracy of that "weeks" figure, or the amount calculated as my estimated award in connection with this Settlement, after the

submission of this Claim Form Package.

I understand that, upon final approval of the Settlement, the Parties will ask the Court to enter an order permanently enjoining all members of the Settlement Classes from pursuing any claims that are released under the Agreement.

I understand that I must keep [**CLAIMS ADMINISTRATOR**] informed of my current address and of any change in my home address. If I do not do so, I understand that I may not receive any settlement payment that I might otherwise be eligible to receive.

Should this waiver and release be ruled unenforceable for any reason, I agree to execute a valid release of equal scope.