

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Robert Silva v. EDS Service Solutions, LLC, et al., Case No. BC697656
Juan Martinez v. EDS Service Solutions, LLC, et al., Case No. 19STCV12958
Juan Martinez v. EDS Service Solutions, LLC, et al., Case No. 20STCV01703
Octavia Scott v. EDS Service Solutions, LLC, et al., Case No. 19STCV43044
Erica Price v. EDS Service Solutions, LLC, et al., Case No. 20STCV02111

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against EDS Service Solutions, LLC (“EDS”) for alleged wage and hour violations. The Action was filed by former EDS employees Robert Silva, Juan Martinez, Octavia Scott, and Erica Price (“Plaintiffs”) and seeks payment of (1) back wages and penalties for a class of all current and former hourly, non-exempt employees of EDS in California who worked for EDS at any time during the Class Period (March 12, 2014 to October 28, 2022) (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former hourly, non-exempt employees of EDS in California during the PAGA Period (March 12, 2017 to October 28, 2022) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring EDS to fund Individual Class Payments, and (2) a PAGA Settlement requiring EDS to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on EDS’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «Class Payment Rounded» (less payroll tax withholding) and your Individual PAGA Payment is estimated to be «PAGA Award Rounded»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to EDS’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for EDS during the PAGA Period.)

The above estimates are based on EDS’s records showing that **you worked «Number of Work Weeks» workweeks** during the Class Period (“Workweeks”) and **you worked «Number of PAGA Work Weeks» pay periods** during the PAGA Period (“PAGA Pay Periods”). If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires EDS to make

payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against EDS.

If you worked for EDS during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against EDS.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against EDS, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

EDS will not retaliate against you for any action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against EDS that are covered by this Settlement ("Released Claims").</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is <u>October 10, 2023</u></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. EDS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduce the overall amount paid to Participating Class Members. You can object to the</p>

<p>Written Objections Must be Submitted by <u>October 10, 2023</u></p>	<p>amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the October 26, 2023 Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on October 26, 2023 at 9:00 am in Department H. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by <u>October 10, 2023</u></p>	<p>The amount of your Individual Class Payment and (if any) PAGA Payment depend on how many workweeks you worked at least 8 hours during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and/or the number of PAGA Period Pay Periods you worked according to EDS’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 10, 2023. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former EDS employees. In the Action Plaintiffs accuse EDS of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by the following law firms in the Action (“Class Counsel”): Otkupman Law Firm, ALC; Schneider Wallace Cottrell Konecky, LLP; Mooradian Law, APC; Matern Law Group, PC; and The Nourmand Law Firm, APC.

EDS strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether EDS or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and EDS hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and EDS have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, EDS does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) EDS has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. EDS Will Pay \$2,000,000, plus all employer payroll taxes owed on the Individual Class Payments, as the Gross Settlement Amount (“Gross Settlement”). EDS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, EDS will fund the Gross Settlement not more than 10 business days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- (1) Up to \$666,600 (one-third or 33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$42,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (2) Up to \$5,000 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payments.
 - (3) Up to \$42,100.00 to the Administrator for services administering the Settlement.
 - (4) Up to \$60,000 for PAGA Penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments to the Aggrieved Employees based on the total number of PAGA Pay Periods they worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on the total number of Workweeks they worked during the Class Period.

- D. Taxes Owed on Payments to Class Members. Plaintiffs and EDS are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to tax withholdings and will be reported on IRS Forms W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Forms 1099.

Although Plaintiffs and EDS have agreed to these allocations, neither side is giving you any advice on whether your Payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund (the “Fund”) in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 10, 2023, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the October 10, 2023 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against EDS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against EDS based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and EDS have agreed that, in either case, the Settlement will be void: EDS will not pay any money and Class Members will not release any claims against EDS.
- H. Administrator. The Court has appointed a neutral company, Settlement Services, Inc. (“SSI”) (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member

Challenges over Workweeks and Aggrieved Employee Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

- I. Participating Class Members' Release. After the Judgment is final and EDS has fully funded the Gross Settlement, including the amount necessary to pay employer's payroll taxes on Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against EDS or related entities for (1) wages based on the Class Period facts and/or (2) PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in the Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged, in the Operative Complaint based on the factual predicates alleged in the Operative Complaint, including: (a) any alleged failure by EDS to pay all wages due including minimum wages or overtime wages; (b) any alleged failure by EDS to timely pay wages at termination or during employment; (c) any alleged failure by EDS to provide meal or rest periods or to pay meal or rest period premiums; (d) any alleged failure by EDS to maintain and preserve, in a centralized location in California, any required payroll or employee records; (e) any alleged failure by EDS to provide compliant wage statements; (f) any alleged failure by EDS to reimburse business expenses; (g) any right or claim for civil penalties (except PAGA Penalties) pursuant to the California Labor Code or Wage Order; (h) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.*; and (i) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged, in the Operative Complaint and the conduct or omission ascertained in the course of the Action, including without limitation, any violation or breach of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority ("Released Class Claims"). Except for Participating Class Members who are also Aggrieved Employees and as set forth in Paragraph 5.4 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and EDS has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved

Employees will be barred from asserting PAGA claims against EDS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against EDS or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, in exchange for consideration provided in the Agreement, from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action based on the facts stated in the Operative Complaint, in the PAGA Notices, and ascertained in the course of the Action, including, but not limited to, any right or claim for PAGA penalties predicated on alleged nonpayment or under-payment of minimum and overtime wages, failure to pay or under-payment of wages, overtime, meal and rest period premiums, failure to provide meal and rest periods, nonpayment or under-payment of premiums for meal or rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide and/or maintain accurate and itemized wage statements, failure to reimburse business expenses, and any claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, including any alleged violations of the California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. For purposes of calculating Individual Class Payments, any Participating Class Member who did not work at least one Workweek (i.e., 8 hours during any week) during the Class Period shall be deemed to have worked one Workweek during the Class Period. Any Individual Class Payment shall be no less than \$25.00.

If the amount of any Individual Class Payment is less than \$25, the Net Settlement Amount shall be redistributed as follows to ensure the amount of each Individual Class Payment is at least \$25: (a) Increase the amount of each Individual Class Payment less than \$25 to \$25 ("Minimum Individual Class Payment"); (b) Deduct the sum of all Minimum Individual Class Payments from the Net Settlement Amount; (c) Divide the remaining Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members whose Individual Class Payments are \$25 or more; and (d) Multiply the result by the total Workweeks worked by each Participating Class Members whose Individual Class Payments are \$25 or more.

- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in EDS's records, are stated in the first page of this Notice. You have until October 10, 2023 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept EDS's calculation of Workweeks and/or Pay Periods based on EDS's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) and EDS's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment the Participating Class Member is eligible to receive under the Settlement.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Robert Silva v. EDS Service Solutions, LLC, Case No. BC697656, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send the Administrator your request to be excluded by October 10, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and EDS are asking the Court to approve. At least 16 court days before the October 26, 2023 Final Approval Hearing, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel are requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (www.EDSClassSettlement.com) or the Court's website (www.lacourts.org).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is October 10, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Robert Silva v. EDS Service Solutions, LLC*, Case No. BC697656, and include your name, current address, telephone number, and approximate dates of employment for EDS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on October 26, 2023 at 9:00 a.m. in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website (www.EDSClassSettlement.com) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything EDS and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at www.EDSClassSettlement.com. You can also

telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. BC697656. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Carolyn H. Cottrell; Ori Edelstein; Philippe M.J. Gaudard
Email Address: oredelstein@schneiderwallace.com; pgaudard@schneiderwallace.com
Name of Firm: SCHNEIDER WALLACE COTTRELL KONECKY LLP
Mailing Address: 2000 Powell Street, Suite 1400, Emeryville, California 94608
Telephone: (415) 421-7100

Settlement Administrator:

Name of Company: Settlement Services, Inc. ("SSI")
Email Address: claims@ssiclaims.com
Mailing Address: PO Box 10269, Tallahassee, FL 32302-2269
Telephone: (888) 224-1219
Fax Number: (850) 385-6008

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Unclaimed Property Fund (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.