

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

FRED GIANNETTO, GARY OBERHOLTZ,
MICHAEL HANSELL, ROBERT JOHNSON,
JAMES DORAN, JODY ROHDE, DAVID
FORD, BRENDAN MCGANN, JILL
LANDSMAN, CHRIS LUSIGNAN, JARAS
FUNDERBURG, LINDA BECKER, DANIEL
LAMPEL, ERIC DETWILER, ALAN FITTS,
and ALLEN HOUSE, on behalf of themselves
and classes of those similarly situated,

Plaintiffs,

v.

COMPUTER SCIENCES CORPORATION,
COMPUTER SCIENCES CORPORATION
RETIREMENT PLAN COMMITTEE

Defendants.

Case No. CV 03-8201 GPS (Ex)

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS
ACTION LAWSUIT,
CERTIFICATION OF FLSA
COLLECTIVE ACTION,
CERTIFICATION OF STATE LAW
OVERTIME CLASSES, AND
SETTLEMENT HEARING**

TO: PERSONS WHO HAVE WORKED OR CONTINUE TO WORK FOR COMPUTER SCIENCES CORPORATION (“CSC”) AS ASSOCIATE MEMBER TECHNICAL STAFF (S01), MEMBER TECHNICAL STAFF B (S02), MEMBER TECHNICAL STAFF A (S03), SENIOR MEMBER TECHNICAL STAFF (S04), AND COMPUTER SCIENTIST (S05)

PLEASE READ THIS NOTICE CAREFULLY

Based on information in CSC’s records, you may be a Class Member who is entitled to receive money under the proposed settlement. In order to participate in the settlement, you should read this Notice carefully and you must submit the forms enclosed with this Notice.

Plaintiffs and CSC encourage all Class Members to participate in this Settlement. CSC will not retaliate in any way against current or former CSC employees who claim their share of this \$24 million dollar settlement. Participation does not change the settlement amount that CSC will pay, because CSC will pay the fixed amount of \$24 million regardless of the number of current and former CSC employees who participate.

- For assistance completing the enclosed Green Claim Form and Blue Consent to Join Form, or with related matters, please contact the Giannetto Claims Administrator (Rosenthal & Company LLC: 1-800-936-5095).

- **Important Deadlines:**

Last Day To Submit a Green Claim Form: June 30, 2005 (postmarked, or received if sent other than by mail)

Last Day To Submit a Blue Consent To Join Form: June 30, 2005 (postmarked, or received if sent other than by mail)

Last Day To “Opt Out” Of The Settlement Class: June 20, 2005

Last Day To Object To The Settlement: June 20, 2005

INTRODUCTION

A proposed settlement of the class action claims for overtime compensation raised in the above class action has been reached by the Parties in this case and granted preliminary approval by the United States District Court for the Central District of California. This Notice informs you about the terms of that settlement and about your rights and options under the settlement.

The proposed settlement will resolve all the claims for overtime compensation that were made in this lawsuit. A hearing will be held on **July 15, 2005, at 1:30 p.m.** before the Honorable George P. Schiavelli, United States District Judge of the United States District Court for the Central District of California, Western Division, in Courtroom 7, of the United States District Courthouse, 312 North Spring Street, Los Angeles, CA, 90012, to address whether a proposed settlement of claims against defendant Computer Sciences Corporation (“CSC”) is fair and reasonable and should be approved. You should read this Notice very carefully because your rights may be affected by the settlement.

To participate in the settlement, you must submit a Green Claim Form by June 30, 2005. If you fail to turn in a Green Claim Form, you will receive nothing from this lawsuit.

To fully protect your rights under the law, you should also sign, date, and return the Blue Consent to Join Form by June 30, 2005.

If you worked for CSC at any time from November 12, 2000, to April 15, 2005, in Alabama, Alaska, Arizona, Arkansas, Colorado, District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Oklahoma, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, or Wyoming, you should also complete and postmark the attached Blue Consent to Join Form no later than **June 30, 2005. If you do not complete and postmark the attached Blue Consent to Join Form by June 30, 2005, you may receive a lower compensation amount from the Settlement Fund.**

If you do not choose to Opt Out of the Settlement Class, you will be bound by the terms of this Settlement, regardless of whether you make a claim or receive money.

WHAT IS A CLASS ACTION?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more representative plaintiffs, also known as “class representatives,” file a lawsuit asserting claims on behalf of the entire class.

WHAT IS THE PURPOSE OF THIS NOTICE?

Judge George P. Schiavelli, United States District Judge of the United States District Court for the Central District of California has ordered that this Notice be sent to you because you may be a Class Member. The purpose of this Notice is to inform you of the proposed Settlement and of your rights, including,

- To inform you of your right to submit a claim for money under the Settlement;
- To inform you about the certification of Settlement Classes by the Court and inform you that if you do not “opt out” of the Settlement Classes you will be bound by the terms of the Settlement Agreement and release your right to sue CSC for overtime wages during the time you were a Class Member;
- To inform you of your right to “opt out” of the Settlement Classes, and not be bound by the Court’s judgment in this matter and the terms of the Settlement Agreement;
- To inform you of your right to file objections to the Settlement.

WHAT IS THIS CASE ABOUT?

Sixteen current and former employees of CSC brought this lawsuit, claiming that CSC has violated federal and state laws by not paying overtime to certain CSC employees in the “technical” family of jobs. The lawsuit alleges that CSC unlawfully classified these workers as exempt from receiving overtime pay and that CSC did not pay, or keep track of, overtime hours for those workers. The lawsuit claims that CSC’s actions violated a federal law called the Fair Labor Standards Act (“FLSA”) as well as the laws of California, Connecticut, Delaware, Maine, Massachusetts, Michigan, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, and Washington. Plaintiffs also claim that CSC’s failure to pay overtime wages to computer technical workers in all 50 states and the District of Columbia, Guam, and Puerto Rico is an unfair business practice violating California Business and Professions Code Section 17200, a law prohibiting businesses from engaging in unfair competition.

Defendants CSC and the CSC Retirement Plan Committee deny all of Plaintiffs’ claims and have raised various factual and legal defenses to those claims, and have agreed to the Settlement without any admission of wrongdoing.

WHAT ARE THE TERMS OF THE SETTLEMENT AGREEMENT?

The parties have agreed to settle this matter for the sum of \$24 million (including attorneys’ fees and expenses, and costs of settlement administration), plus the employer’s share of applicable payroll taxes.

Monetary Payment

If this Settlement is given final approval by the Court, the Settlement will result in a payment by CSC of \$24 million, plus the employer share of payroll taxes. If the Court also approves the payments set forth below, the following expenses will be deducted from the \$24 million prior to distribution of the settlement funds to the Class Members:

- **Settlement Administration Fees:** If the Court approves such payment, approximately \$490,000 will be used to administer the Settlement. These fees will pay for mailing, processing claims and Blue Consent to Join Forms, hearing challenges to Green Claim Forms, and providing information to the Class Members.
- **Payments to the Class Representatives:** If the Court approves such payment, fifteen Representative Plaintiffs will receive \$10,000 each (for a total of \$150,000). Named Plaintiff Fred Giannetto will receive \$20,000. Named Plaintiff Copeland will receive \$10,000. These payments are made because the Class Representatives provided many hours of service to the class by helping class counsel to formulate claims, by providing documents, and by providing declarations to support the case.
- **Attorneys Fees:** Class Counsel will apply to the Court for attorneys fees in the amount of 25% of the total class recovery, which amounts to \$6 million. This amount will be requested given the thousands of hours class counsel spent in pursuing this case on behalf of the Class Members, given the risks that Class Counsel took that no fees would be recovered, and given the result achieved for the Class Members. Class Counsel will also seek reimbursement in expenses they incurred out of pocket of approximately \$125,000.

If the Court approves these payments, after these deductions, the remaining \$17.2 million in settlement funds will be distributed according to the method set forth in the “How Will My Share Be Calculated If I Participate” section, below.

Dismissal of Case and Release of Claims

In exchange for the payment set forth above, this action will be dismissed with prejudice, and the Class Members will fully release and discharge the Defendants from any claims for unpaid wages, including claims for unpaid overtime, unlawful deduction of wages, record-keeping violations, failure to provide meal or rest periods that were or could have been asserted in the *Giannetto* case under the FLSA, state wage and hours laws, and the California Unfair Competition Law, up to and including April 15, 2005.

The exact terms of the Release read:

ON THE EFFECTIVE DATE OF THIS SETTLEMENT AGREEMENT, AND EXCEPT AS TO SUCH RIGHTS OR CLAIMS AS MAY BE CREATED BY THIS SETTLEMENT AGREEMENT, FOR ANY TIME THEY ARE IN A POSITION SET FORTH IN PARAGRAPH 4 ABOVE, THE CLASS MEMBERS FULLY RELEASE AND DISCHARGE DEFENDANTS AND ALL PRESENT AND FORMER PARENT COMPANIES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES,

SERVANTS, REGISTERED REPRESENTATIVES, ATTORNEYS, INSURERS, SUCCESSORS AND ASSIGNS, FROM ANY CLAIMS, CAUSES, ACTIONS, SUITS OR DEMANDS, IN LAW OR IN EQUITY, FOR UNPAID WAGES OR PENALTIES RELATING THERETO, INCLUDING CLAIMS FOR UNPAID OVERTIME, UNLAWFUL DEDUCTION OF WAGES, RECORD-KEEPING VIOLATIONS, OR FAILURE TO PROVIDE MEAL OR REST PERIODS, THAT WERE OR COULD HAVE BEEN ASSERTED IN THE *GIANNETTO* CASE UNDER THE FLSA (EXCEPT THAT, TO THE EXTENT ANY FLSA CLAIMS ARE PRESERVED BY CSC'S AGREEMENT WITH THE DEPARTMENT OF LABOR (MORE FULLY DESCRIBED IN PARAGRAPH 49), FOR ANY INDIVIDUALS COVERED UNDER THAT AGREEMENT THIS RELEASE SHALL NOT BECOME EFFECTIVE AS TO THOSE CLAIMS UNTIL 120 DAYS AFTER PAYMENTS HAVE BEEN ISSUED TO THOSE INDIVIDUALS PURSUANT TO THE DOL AGREEMENT) AND UNDER STATE WAGE AND HOURS LAWS AND ANY WAGE AND HOUR CLAIM UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE 17200 AND UNDER COMMON LAW, UP TO AND INCLUDING APRIL 15, 2005. THE CLASS MEMBERS DO NOT RELEASE ANY CLAIMS UNDER THE ERISA. THE PARTIES TO THIS SETTLEMENT AGREEMENT HEREBY RELINQUISH AND WAIVE ALL RIGHTS CONFERRED BY THE PROVISION OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA WHICH READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

When the overtime claims are dismissed with prejudice, that means that the Court will not consider the claims any further; the case is over. When claims are released, that means that no one covered by the release can sue CSC over those claims.

ARE YOU A CLASS MEMBER FOR PURPOSES OF THE SETTLEMENT?

You may be a Class Member if you meet all of the following criteria:

1. Your Job Grade was or is: Associate Member Technical Staff ("S01"), Member Technical Staff B ("S02"), Member Technical Staff A ("S03"), Senior Member Technical Staff ("S04"), or Computer Scientist ("S05") (collectively "Class Positions"), and;
2. You work or worked at CSC at any time:
 - a. From 1/6/2000 to 4/15/2005 in **any state, Washington D.C., Guam or Puerto Rico**, and/or;
 - b. In Maine from 1/6/1998 to 4/15/2005 and/or;
 - c. In New York from 10/1/1998 to 4/15/2005 and/or;
 - d. From 11/12/2000 to 4/15/2005 in **any state, Washington D.C., Guam or Puerto Rico if you sign and send in the attached Blue Consent to Join Form by June 30, 2005.**

WHAT ARE YOUR OPTIONS?

You have several choices of what do from here. In order to protect your rights, it is very important that you read this section carefully and that you submit the proper forms before the deadlines listed in this section or you may not receive any money under the Settlement.

File a Green Claim Form by June 30, 2005:

Regardless of the state you worked for CSC in, and even if you file a Blue Consent to Join Form, if you want to receive any money from the Settlement Fund, you **must** sign and mail (or deliver by hand) the attached Green Claim Form by **June 30, 2005**. If you do not file a Green Claim Form by **June 30, 2005**, you will receive nothing from the Settlement Fund. Whether you choose to file a Green Claim Form or not you are bound by the terms of this Settlement, as noted in the Dismissal of Case and Release of Claims section above, unless you opt out of the Settlement Class.

However, if you choose to file a Green Claim Form but wish to challenge the employment data on the form, you must submit your challenge by **May 31, 2005**.

If you choose to file a Green Claim Form, be sure to make a copy of the signed form for your Records.

File A Blue Consent to Join Form by June 30, 2005:

In order to fully protect your rights under the law and receive a full share of the Settlement Funds, you should also sign, date and return the Blue Consent to Join Form by no later than June 30, 2005.

If you worked for CSC in Alabama, Alaska, Arizona, Arkansas, Colorado, District of Columbia, Florida, Georgia, Guam, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Dakota, Oklahoma, Oregon, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, West Virginia, Wisconsin, or Wyoming from any time from November 12, 2000, to April 15, 2005, and you do not file a Blue Consent to Join Form by **June 30, 2005**, you will receive a reduced portion of the Settlement Fund.

If you choose to file a Blue Consent to Join Form, be sure to make a copy of the signed form for your Records.

Choosing Not to Join the Settlement Class:

If you do not want to be a member of the Settlement Class or participate in the settlement and you want the right to pursue your own lawsuit, you must opt out of the Settlement by **June 20, 2005**. If you do not Opt Out, you will be bound by the terms of this Settlement, regardless of whether you make a claim, file a Consent to Join Form, or receive money. To Opt Out you must send a letter, postmarked no later than **June 20, 2005**, with your Name, Social Security Number, and the period for which you worked for CSC in a Class Position to:

James Finberg, Esq.
275 Battery St., Ste 3000
San Francisco, CA 94111-3339
(Class Counsel)

- and -

Shon Morgan, Esq.
Quinn Emanuel Urquhart Oliver & Hedges, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017
(Counsel for CSC)

Objecting to the Settlement:

If you wish to comment on, or object to, the proposed Settlement, the proposed Plan of Allocation, or the application for attorneys' fees and costs, you may do so. Written comments or objections must be postmarked by **June 20, 2005**, and sent to:

James Finberg, Esq.
275 Battery St., Ste 3000
San Francisco, CA 94111-3339
(Class Counsel)

- and -

Shon Morgan, Esq.
Quinn Emanuel Urquhart Oliver & Hedges, LLP
865 S. Figueroa Street, 10th Floor
Los Angeles, CA 90017
(Counsel for CSC)

You are not required to submit a comment or objection.

HOW WILL MY SHARE BE CALCULATED IF I PARTICIPATE?

Each Class Member who submits a Green Claim Form will receive a share of the approximately \$17.2 million in Settlement Funds that remain after the deductions of settlement costs, named plaintiff payments and attorneys fees and costs listed above. Each share will depend on factors that attempt to weigh how strong of a case that type of Class Member had. **As explained below, these factors may have a significant effect on the percentage of the Settlement Funds you receive. If you do not want to participate in the Settlement because of the factors that will be applied to your claim, you may choose to opt out of the Settlement Class and pursue an individual legal action against CSC for overtime hours.**

These factors are:

1. **Job Grade within CSC:** (i.e. Associate Member Technical Staff (S01), Member Technical Staff B (S02), Member Technical Staff A (S03), Senior Member Technical Staff (S04), and Computer Scientist (S05)). This factor gives different values to the time employees worked in different job grades at CSC and is based on Class Counsel's assessment of how likely it is that plaintiffs would have prevailed in court on the claim that CSC employees in your job grade and division were improperly classified as exempt. This factor takes into account that the employees with the strongest argument that CSC improperly classified them as exempt from overtime laws are the lowest-level employees within the Class.

2. **The Division of CSC** in which the Class Member works or worked. This factor gives different values to the time employees worked in different divisions of CSC. This factor weighs Class Counsel’s assessment that computer technical workers in the Global Infrastructure Services (“GIS”) and Technology Management Group (“TMG”) divisions of CSC have the strongest claims they were misclassified and the strongest evidence of higher overtime hours, while other divisions have arguably weaker claims and the Federal Division employees arguably have the weakest claims to having worked overtime.
3. **The State** in which the Class Member worked. This factor gives different values to the time employees worked in different geographical locations because of the effects of what law applies to your claim. Some states (i.e. California, New York and Maine) have laws that provide more damages or longer statutes of limitations to employees who were improperly denied overtime pay.

Additionally, Class Counsel’s assessment is that the claims made on behalf of Class Members are arguably stronger for the time worked in some states than for the time worked in other states. For instance, Class Members who worked in California, Connecticut, Delaware, Maine, Massachusetts, Michigan, Missouri, North Carolina, New Jersey, New York, Ohio, Pennsylvania, and Washington all had state-law-based legal claims under those states’ wage and hour laws. By contrast, those Class Members who worked in Arkansas, Colorado, Florida, Idaho, Illinois, Kansas, Kentucky, Maryland, Montana, New Mexico, Rhode Island, Washington D.C., West Virginia, and Wisconsin had arguably weaker claims based on a violation of California’s unfair competition law. Those employees in Alabama, Alaska, Arizona, Georgia, Guam, Hawaii, Indiana, Iowa, Louisiana, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, North Dakota, Oklahoma, Oregon, Puerto Rico, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, and Wyoming had arguably the weakest claims based on California’s unfair competition law.

Each share will also be based upon: your salary during each week with CSC; the amount of time with CSC within the Class Period; whether you filed (or file) a Consent to Join the Fair Labor Standards Act (“FLSA”) action; and the number of Class Members who turn in Green Claim Forms and receive a share of the Settlement Funds. The more Class Members who turn in Green Claim Forms, the lower the amount that will be provided to each individual.

The Distribution Allocations for Class Members

If you take the appropriate steps, your share of the approximately 17.2 million dollars in the Net Settlement Fund is calculated by multiplying your Base Earnings (weekly salary) by four numeric factors: (1) length of service (number of weeks) during the Class Period; (2) job grade (S-01 through S-05); (3) the CSC division in which you were employed; and (4) the state in which you worked.

To calculate your share, the Settlement Administrator will start with your Base Earnings (“BE”) for each week in which you were employed by CSC in a Class Position (see list of Class Positions above). Then, your BE is multiplied by several numbers based on the other factors listed above. The result of this calculation is called your “Settlement Share Points.” The Settlement Share Points for each approved claim will be divided by the sum of Settlement Share Points for all approved claims to determine the Settlement Share Percentage. The Settlement Share Percentage for each approved claim will be multiplied by the Net Settlement Fund to determine the amount of the settlement to be awarded to each approved claim.

Job Grade	Multiplier
S01 through S03	4
S04	2.5
S05	1

These factors mean, for example, that if an S01 and an S05 worked at the same salary for a week, for that week the S05 would receive only 1/4 of the amount of the Settlement Fund that the S01 would receive.

CSC Division	Multiplier
GIS or TMG,	4
GTS, FSG, Consulting, Corporate or Credit Services	2
Federal	1

These factors mean, for example, that if a GIS employee and a Federal Sector employee worked at the same salary for a week, for that week the Federal Sector employee would receive only 1/4 of the amount of the Settlement Fund that the GIS employee would receive.

State You Worked In	Multiplier
California from 1/6/2000 to 4/15/2005	2.5
From 11/12/2000 to 4/15/2005: Anyone in any state other than California <u>who files an FLSA Blue Consent to Join Form</u> ; from 1/6/2000 to 4/15/2005 <u>everyone</u> who worked in the states of Connecticut, Delaware, Massachusetts, Maine, Michigan, Missouri, North Carolina, New Jersey, New York, Ohio, Pennsylvania, or Washington; from 1/6/1998 to 4/15/2005 for anyone who worked in Maine; and from 10/1/1998 to 4/15/2005 for anyone who worked in New York	1
From 11/12/2000 to 4/15/2005 for anyone who worked in Arkansas, Colorado, Florida, Idaho, Illinois, Kansas, Kentucky, Maryland, Montana, New Mexico, Rhode Island, Washington D.C., West Virginia, and Wisconsin <u>who does not file a Blue Consent to Join Form</u> and from 1/6/2000 to 11/11/2000 <u>everyone</u> who worked in those states	0.75
From 11/12/2000 to 4/15/2005 for anyone who worked in Alabama, Alaska, Arizona, Georgia, Guam, Hawaii, Indiana, Iowa, Louisiana, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, North Dakota, Oklahoma, Oregon, Puerto Rico, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, and Wyoming <u>who does not file a Blue Consent to Join Form</u> and from 1/6/2000 to 11/11/2000 <u>everyone</u> who worked in those states	0.5

These factors mean, for example, that if a California employee and an Iowa employee worked at the same salary for a week between 1/6/2000 and 11/12/2000, for that week the Iowa employee would receive only 1/5 of the amount of the Settlement Fund that the California employee would receive. If the Iowa employee signed and returned a Blue Consent to Join Form, for weeks worked after 11/12/2000, the Iowa employee would receive 2/5 of the amount of the Settlement Fund that the California employee would receive (but the Iowa employee would receive only 1/5 the amount of the California employee, even for the later time period, if the Iowa employee did not return the Blue Consent to Join Form).

Examples of the Calculation Formula

For example, if your **Base Earnings** were **\$1,200** per week for **32 weeks**, and you worked in **Job Grade S02**, in the **GTS Division in California**, your share of the Net Settlement Fund would be calculated as follows:

1. $1,200 \times 32 \times 4 \times 2 \times 2.5 = 768,000 =$ Your Settlement Share Points.
2. Your 768,000 Settlement Share Points will be added to the Settlement Share Points for all other approved claims to determine the Total Settlement Share Points.
3. The 768,000 Settlement Share Points will be divided by the Total Settlement Share Points to determine your Settlement Share Percentage.

Examples of Recovery

The following are some estimated example recoveries under the Settlement that assume 100% of the Class Members turn in a Green Claim Form and a Blue Consent to Join Form. These are just examples to illustrate how the calculation formula might be used to distribute the approximately \$17.2 million in Net Settlement Funds.

- Example 1:** An S02 who worked in California in the GIS Division for 3 years at the weekly salary of \$1,200 would get approximately \$3,853 assuming 100% of the Class Members turn in a Green Claim Form and a Blue Consent to Join Form.
- Example 2:** An S04 who worked in Massachusetts in the GTS Division for 3 years at the weekly salary of \$1,200 would get approximately \$482 assuming 100% of the Class Members turn in a Green Claim Form and a Blue Consent to Join Form.
- Example 3:** An S05 who worked in Alabama in the Federal Division for 3 years at the weekly salary of \$1,200 would get approximately \$96 assuming 100% of the Class Members turn in a Green Claim Form and a Blue Consent to Join Form.

As these examples above note, the amount you will recover will change according to the number of Class Members who participate in the Settlement.

As you will note from these examples, the factors may have a significant effect on the percentage of the Settlement Funds you receive. If you do not want to participate in the Settlement because of the factors that will be applied to your claim, you may choose to opt out of the Settlement Class and pursue an individual legal action against CSC for overtime hours.

Uncashed Checks

If any money remains unpaid as a result of Class Members failing to cash their settlement checks, the parties will redistribute the leftover money to Class Members if the leftover amount is more than twice the administrative cost of redistributing it. If the leftover amount is less than twice of the cost of redistributing it, the parties intend to apply to the Court for a “cy pres” distribution so that the leftover money will be donated to a charitable organization that is agreed upon by Class Counsel and CSC or is decided by the Court in the absence of agreement.

ATTORNEYS FEES AND COSTS

As their fee for services rendered on behalf of the Class Members, Class Counsel will ask the Court to award as attorneys’ fees a total of 25 percent from the Settlement Fund (*i.e.*, \$6 million.) In addition to attorneys’ fees, Class Counsel will seek reimbursement of litigation costs and expenses that they have incurred since the beginning of this litigation in early 2003, in the amount of approximately \$125,000. The amount of any award of attorneys’ fees and costs will be considered and must be approved by the Court. In prosecuting this case on behalf of Class Members, Class Counsel spent almost two years and thousands of hours investigating the case, reviewing thousands of CSC documents, interviewing CSC corporate representatives, reviewing damages information, interviewing hundreds of Class Members about their job duties, and filing numerous documents with an impartial mediator. Under the common fund doctrine, Class Counsel will therefore apply for 25% of the money recovered on behalf of the class. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys’ fee and costs requests are approved by the Court.

HEARING REGARDING THE SETTLEMENT

On **July 15, 2005, at 1:30 p.m.**, or as soon thereafter as practicable, the Honorable George P. Schiavelli, United States District Judge of the United States District Court for the Central District of California, Western Division, will hold a hearing in Courtroom 7 of the United States District Courthouse, 312 North Spring Street, Los Angeles, CA, 90012, for the purpose of determining whether the proposed Settlement and Plan of Allocation are fair, reasonable, and adequate and should be approved. The Court will also consider Class Counsel’s application for fees and costs. The time and date of this hearing may be continued or adjourned, so please contact Class Counsel prior to the date of the hearing if you plan to attend.

Any Class Member (or the attorney for any Class Member) may appear at the hearing to comment on or object to the Settlement, or to enter an appearance for any other reason.

EXAMINATION OF PLEADINGS AND PAPERS / ADDITIONAL INFORMATION

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court. This file may be inspected during the hours of each Court business day at the Office of the Clerk of the Court, United States District Courthouse, 312 North Spring Street, Los Angeles, CA, 90012.

If you have questions about this Notice, or want additional information, you can contact the Giannetto Claims Administrator at 1-800-936-5095. **Again, the important deadlines are:**

Last Day To Submit a Green Claim Form: June 30, 2005 (postmarked, or received if sent other than by mail)

Last Day to Submit a Blue Consent To Join Form: June 30, 2005 (postmarked, or received if sent other than by mail)

Last Day To “Opt Out” Of The Settlement Class: June 20, 2005

Last Day To Object To The Settlement: June 20, 2005

Dated: April 21, 2005

/s/ George P. Schiavelli
Honorable George P. Schiavelli
United States District Judge