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Attorneys for Defendant and
Cross-Complainant Sprint Spectrum, L.P.

ENDORSED
FILED
ALAMEDA COUNTY

APR 17 2005
CLEAR
BY SIANTE DEWBERRY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

RAMZY AYYAD *et al.*, Individually and
On Behalf of the Sprint Payer Class,

Plaintiffs and Cross-Defendants,

vs.

SPRINT SPECTRUM, L.P. *et al.*,

Defendants and Cross-
Complainants.

CASE NO. RG03-121510

~~PROPOSED~~ PRELIMINARY APPROVAL
ORDER

CLASS ACTION

Assigned for All Purposes to the
Hon. Winifred Y. Smith, Dept. 21

1 WHEREAS, Defendant Sprint Spectrum, L.P. ("Sprint") and Plaintiffs Ramzy
2 Ayyad, Christine Morton, Amanda Selby Beck, Richard Samko and Jeweldean Hull (collectively,
3 the "Plaintiffs"), have reached a proposed settlement and compromise of the disputes between
4 them in the above actions, which is embodied in the Stipulation of Settlement filed with the
5 Court;

6 WHEREAS, the Parties have applied to the Court for preliminary approval of the
7 proposed Settlement of the Action, the terms and conditions of which are set forth in the
8 Stipulation of Settlement;

9 NOW, THEREFORE, the Court, having read and considered the Stipulation of
10 Settlement and accompanying documents and the Motion For Preliminary Settlement Approval
11 and Supporting Papers, and the Parties to the Stipulation of Settlement having consented to the
12 entry of this order, and all capitalized terms used herein having the meaning defined in the
13 Stipulation,

14 IT IS HEREBY ORDERED AS FOLLOWS:

- 15 1. All capitalized terms in this Order shall have the meanings set forth in the
16 Stipulation.
- 17 2. Subject to further consideration by the Court at the time of the Final
18 Approval Hearing, the Court preliminary approves the Settlement as fair, reasonable and adequate
19 to the Class, as falling within the range of possible final approval, and as meriting submission to
20 the Class for its consideration.
- 21 3. A Final Approval Hearing shall be held before this Court at a date to be
22 determined promptly after Sprint compiles the mailing list referenced in Article IV.A of the
23 Stipulation, in Dept. 21 of the Alameda County Superior Court, to address: (a) whether the
24 proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the
25 Final Approval Order and Judgment should be entered; (b) any objections to the Settlement that
26 may be submitted, and any responses thereto; (c) whether the Court should enter judgment on the
27 award to be entered by the Arbitrator in the Fee and Expense Arbitration, pursuant to § 9 of the
28

1 Federal Arbitration Act, 9 U.S.C. § 9; and (d) whether, and if so in what amount, incentive
2 awards should be paid to the Class Representatives.

3 4. With the exception of such proceedings as are necessary to implement,
4 effectuate and grant final approval to the terms of the Stipulation of Settlement, all proceedings in
5 this Action are stayed and all Class Members are enjoined from commencing or continuing any
6 action or proceeding in any court or tribunal asserting any claims encompassed by the Stipulation.

7 5. The Court finds that the Parties' plan for providing notice to the Settlement
8 Classes (the "Notice Plan") described in Article IV of the Stipulation constitutes the best notice
9 practicable under the circumstances and shall constitute due and sufficient notice to the
10 Settlement Classes of the terms of the Stipulation and the Final Approval Hearing, and complies
11 fully with the requirements of the California Rules of Court, the California Code of Civil
12 Procedure, the Constitution of the State of California, the United States Constitution, and all other
13 applicable law.

14 6. The Court approves, as to form and content, the Mail Summary Notice and
15 the Long-Form Notice, substantially in the forms attached as Exhibits 1 and 2 to this Order, and
16 authorizes the parties to work with the Settlement Administrator to place the Internet Banner Ads
17 referenced in Article IV.A of the Stipulation.

18 a. The Settlement Administrator shall mail the Mail Summary Notices
19 within 30 days after Sprint produces the mailing list referenced in Article IV.A of the Stipulation

20 b. The Settlement Administrator shall email the Mail Summary
21 Notices within 30 days after Sprint produces the list of email addresses for Class Member
22 accounts extracted from Sprint's billing records.

23 c. The Settlement Administrator shall disseminate the Internet Banner
24 Ads beginning within 30 days after Sprint produces the mailing list referenced in Article IV.A of
25 the Stipulation.

26 d. The Settlement Administrator shall set up a dedicated website
27 devoted to the Settlement, with functionality for on-line claim submissions, within 30 days after
28 Sprint produces the mailing list referenced in Article IV.A of the Stipulation. The long-form

1 Publication Notice shall be published on that site, along with the operative Complaint, the
2 Stipulation of Settlement, this Preliminary Approval Order, the Claim Form, any award of fees
3 and expenses that may be issued by the Arbitrator pursuant to the Arbitration Addendum and such
4 other case documents, if any, that the Parties may jointly determine.

5 d. No later than 10 days prior to the Final Approval Hearing, the
6 Settlement Administrator shall file a declaration attesting to compliance with this Order.

7 7. Any Class Member may request exclusion from the Class by sending a
8 letter to the Claims Administrator in this case, whose address will be set forth in the Mail
9 Summary Notice and the Long-Form, no later than fourteen (14) days prior to the date of the
10 Final Approval Hearing.

11 8. Any Class Member that does not request exclusion may object to the
12 Stipulation. Any such Class Member shall have the right to appear and be heard at the Final
13 Approval Hearing, either personally or through counsel an attorney retained at the Settlement
14 Class Member's own expense. Any such Class Member must file with the Court and serve, no
15 later than fourteen (14) days prior to the date of the Final Approval Hearing, a written notice of
16 intention to appear together with supporting papers including a detailed statement of the specific
17 objections made.

18 9. Service of all papers on counsel for the Parties shall be made as follows:
19 for Class Counsel, to Alan Plutzik, Esq., Bramson, Plutzik, Mahler, & Birkhaeuser, LLP, 2125
20 Oak Grove Rd., Suite, 120, Walnut Creek, California 94598; and Scott A. Bursor, Esq., Bursor &
21 Fisher, P.A., 888 Seventh Avenue, New York, New York 10106; and for Defendants' Counsel, to
22 Joseph Boyle, Esq., Kelley, Drye & Warren, LLP, One Jefferson Rd, 2nd Floor, Parsippany, NJ
23 07054, and A. Brooks Gresham, McGuireWoods, LLP, 1800 Century Park East, 8th Floor, Los
24 Angeles, CA 90067-1501.

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10. Only Class Members who have filed and served valid and timely notices of intention to appear, together with supporting papers, shall be entitled to be heard at the Final Approval Hearing.

11. Any Class Member who does not make an objection in the time and manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as incorporated in the Stipulation of Settlement or the Final Approval Order and Judgment.

12. In the event that the proposed Settlement is not approved by the Court, or in the event that the Stipulation of Settlement becomes null and void pursuant to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event the Stipulation and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Stipulation of Settlement.

13. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Class Members. The Final Approval Hearing may, from time to time and without further notice to the Class, be continued by order of the Court.

IT IS SO ORDERED.

Dated: *May 17, 2016*

Winifred Y. Smith
Honorable Winifred Y. Smith
Judge of the Alameda County Superior Court

Legal Tabs Co. 1-800-322-3022


Recycled  Stock # R-WEX-6-B

Exhibit /

EXHIBIT 1

An Important Notice from the Superior Court of California, County of Alameda

You may be entitled to \$125.00 or more under a class action settlement with Sprint.

A proposed settlement has been reached in *Ayyad v. Sprint Spectrum L.P.*, Case No. RG03-121510, a class action claiming Sprint's \$150 and \$200 flat-rate early termination fees ("ETFs") violated California law.

If (1) you are the Account Holder and had a Sprint cellphone account for personal use, with a California area code and a California billing address, (2) you paid one or more Sprint flat-rate ETFs for an early contract termination that occurred on or after July 10, 1999 and on or before March 18, 2007, or paid an ETF under a Nextel cellphone contract that was initiated on or after August 12, 2005, and terminated on or before March 18, 2007 and (3) you submit a claim on or before [date], then you may be eligible to recover \$125 for each ETF you paid.

To file a claim online, obtain more information or to ask to be excluded from the class, go to www.sprintcaliforniaetfsettlement.com.

Save this postcard. Enter this code into your Claim Form when you submit it: _____.

You can also request to be excluded from the class by writing to [address], by [date]. If you do not request exclusion, you will be bound by the resulting settlement and judgment, whether favorable to you or not. You may also choose to object to the settlement, and, if you do not request exclusion, may enter an appearance through counsel. Any objections must be filed with the Court and served on counsel for the parties by [date]. The court will hold a hearing on [date and time] in Department 21 of Alameda County Superior Court, located at 1221 Oak Street, Fourth Floor, Oakland, CA 94612, to determine whether or not to grant final approval to the settlement. As part of the Settlement, Class Counsel will submit a request for attorneys' fees, expenses, and incentive awards for the Class Representatives.

This is a summary notice only. A more complete description of this case and proposed Settlement is available at www.sprintcaliforniaetfsettlement.com. *Para ver este aviso en espanol, visita [www . . .](http://www.sprintcaliforniaetfsettlement.com)*

Please do not contact Sprint about this notice.

EXHIBIT 2

An Important Notice from the Superior Court of California, County of Alameda
You could recover \$125.00 for each Early Termination Fee you paid
under a class action settlement with Sprint

A court authorized this notice. This is not a solicitation from a lawyer. Please do not contact Sprint about this notice.

- A proposed settlement has been reached in a class action claiming Sprint's \$150 and \$200 flat-rate early termination fees ("ETFs") violated California law.
- If (1) you are the Account Holder and had a Sprint cellphone account for personal use, with a California area code and a California billing address, (2) you paid one or more Sprint flat-rate ETFs for an early contract termination that occurred between July 10, 1999 and March 18, 2007, or paid an ETF under a Nextel cellphone contract that was initiated on or after August 12, 2005, and terminated on or before March 18, 2007 and (3) you submit a claim on or before [date], then you may be eligible to recover \$125 for each ETF you paid.
- Your options are explained in this notice. To file a Claim, you must act before [DATE], 2016.
- To file your claim now, click here <hyperlink to online claim form>.
- You do not need any documentation to file a claim.
- If you received a postcard with a claim code, you will be asked to provide that code along with the name of the account holder and either a phone number or address for the account.
- If you do not have a claim code, you will be asked to provide the account holder's name, a phone number on the account, and the address on the account, or the account holder's name and account number.
- Any questions? Read on, browse the pages on this website, or email class counsel at classcounsel@sprintcaliforniaetfsettlement.com.

BASIC INFORMATION

1. Why did I get this notice?

This notice explains that Sprint and the Class have reached a class action settlement (the "Settlement") that may affect you if you are a member of the Class. You have legal rights and options that you may exercise. Judge Winifred Y. Smith of the Superior Court of California, County of Alameda, is overseeing this class action. The lawsuit is known as *Ayyad v. Sprint Spectrum, L.P., et al.*, Case No. RG03121510.

2. What is this lawsuit about?

In this lawsuit, Plaintiffs and the Class claimed that the ETFs Sprint charged to and collected from Class members for contracts that were terminated during the Class Period were

unlawful under California law. They asked the Court to prohibit Sprint from collecting such ETFs that it had charged to Class members but had not yet collected. They also requested the Court to refund to the members of the Class the ETFs that the Class members had paid.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Ramzy Ayyad, Christine Morton, Amanda Selby Beck, Richard Samko and Jeweldean Hull) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representatives who sued are called the Plaintiffs. The company they sued (in this case, Sprint) is called the Defendant. One court resolves the issues for everyone in the Class except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

In 2006, the Court decided that this lawsuit could proceed as a class action and move towards a trial. A notice was published, informing Class members of their right to request exclusion from the class.

THE CLAIMS IN THE LAWSUIT

5. What are the plaintiffs' claims in the lawsuit?

In the lawsuit, the Plaintiffs contended that Sprint's flat ETFs of \$150 and \$200 during the Class Period, were unlawful because Sprint did not, before inserting an ETF provision into its subscriber contracts, conduct a "reasonable endeavor" to make certain that they did not exceed the actual harm Sprint would suffer from the early termination of consumer contracts, as California law required. Plaintiffs claimed that by inserting an ETF provision into its subscriber contracts, and by imposing ETFs on and collecting them from Class members, Sprint violated California's Unfair Competition Law ("UCL"), Business & Professions Code § 17200, *et seq.*, and the Consumer Legal Remedies Act ("CLRA"), Civil Code § 1770, *et seq.* Plaintiffs and the Class also requested the Court to order Sprint to pay the attorneys' fees, costs and expenses their lawyers incurred, under California statutes that allow or require the Court to award such fees, costs and expenses under some circumstances in cases that confer benefits on consumers, the public or a large class of people. You can read the Plaintiffs' Class Action Complaint at www.sprintcaliforniaetfsettlement.com.

6. How did Sprint answer?

Sprint denied any wrongdoing and denied the plaintiffs' allegations. Sprint contended that its ETFs were legal, and it defended the case, including asserting that Sprint suffered damages when a customer terminated early. Sprint also filed a cross-claim against the Class, as an offset to the class claim of damages, claiming that the Class members had breached their subscriber contracts in terminating them early, and asking the Court to set off against any damages or refunds awarded to the Class the amount of actual damages Sprint had suffered

as a result of the early contract terminations. Sprint was not asking the Court to require the Class Members to pay it out-of-pocket for its damages. You can read Sprint's Answer and Cross-Complaint at www.sprintcaliforniaetfsettlement.com.

7. Has the Court decided who is right?

This lawsuit has been going on for 13 years. There have already been two trials, six appeals and a number of appellate writ proceedings. As is discussed below, these previous proceedings have resolved certain issues in the case, but other issues still remain unresolved.

After a trial held in 2008, the Court ruled that Sprint's ETFs violated California law. The Court therefore issued an injunction prohibiting Sprint from collecting \$225,697,433 of ETF's that it charged but that had not been paid by the Class Members. The Court also determined that the Class was entitled to recover the \$73,775,975 of ETFs that Class members had paid, minus the amount of Sprint's damages from the Class members' breaches of their contracts. The jury at the same trial also determined that the Class members had breached their contracts with Sprint.

A second trial, held in 2013, was limited to determining the amount of actual damages Sprint had suffered from the Class Members' breaches of their contracts. At that trial, Sprint presented to the jury two different ways of measuring its damages. One way was to measure damages by the expenditures Sprint made in reliance on the full performance by the Class members of the contracts they breached. This measure of damages is called "reliance damages." The other way Sprint asked the jury to calculate damages was by measuring the profits it lost due to the early termination of the Class members' contracts. This measure of damages is called "lost profits" damages. The second trial did not result in a final resolution of the amount of Sprint's "lost profits" damages. This trial resulted in a ruling, which was affirmed on appeal, that a third trial would be required to determine Sprint's "lost profits" damages, if any.

8. What issues remain unresolved in the case and what are Plaintiffs' and Sprint's positions on them?

Sprint contends that it lost profits, and is entitled to an award of damages, as a result of the early termination of the Class members' contracts. As discussed above, Sprint's claim for "lost-profits" damages has not yet been decided in the lawsuit. Therefore, it has not yet been determined by what amount, if any, the Class's refund will be reduced or eliminated entirely due to a complete setoff. Sprint claims that the actual "lost-profits" damages it suffered as a result of the early terminations exceeds the \$73,775,975 of ETFs that the Class members paid, and that therefore the Class should recover nothing. Plaintiffs claim that the "lost-profits" damages Sprint suffered, if any, are less than the amount of ETFs the Class members paid, and that the Class members therefore are entitled to a net refund of the ETFs they paid.

The amount of attorneys' fees, costs and expenses that Sprint should pay to the Class's attorneys for the \$225,697,433 injunction they obtained, the other work they have performed in the case and the benefits they have conferred on the class and the public also has not yet

been determined and will be subject to an arbitration process described in the Stipulation of Settlement.

WHO IS IN THE CLASS

9. Am I part of this Class?

The Class consists of all persons who (1) had a wireless telephone personal account with Sprint with a California area code and a California billing address who were charged and/or paid a flat fee early termination fee from July 23, 1999, to March 18, 2007, or were charged and/or paid an ETF under a Nextel cellphone contract that was initiated on or after August 12, 2005, and terminated on or before March 18, 2007. If you fall within the definition of the Class and did not request exclusion from it when you were earlier given an opportunity to do so, you are a Class Member.

THE PROPOSED SETTLEMENT

10. What Is the Proposed Settlement?

Plaintiffs and Sprint have negotiated a Stipulation of Settlement that resolves all remaining claims between the Class and Sprint. If the Court approves the proposed Settlement, Sprint will pay compensation to those Class Members who paid ETFs it imposed on them for contract terminations that occurred during the Class Period, do not request exclusion from the Class and file a valid claim. The Settlement leaves in effect, and Sprint has agreed to not seek modification or elimination of, the injunction previously entered in the case, which prevents Sprint from collecting unpaid ETFs from Class members. The Settlement also provides for the resolution through binding arbitration of the parties' dispute about the attorneys' fees, costs and expenses to be paid to the attorneys for the Class.

11. What benefits does the Settlement provide to Class members?

If (1) you are the Account Holder and had a Sprint cellphone account for personal use, with a California area code and a California billing address, (2) you paid one or more Sprint flat-rate ETFs for an early contract termination that occurred on or after July 10, 1999 and on or before March 18, 2007, or paid an ETF under a Nextel cellphone contract that was initiated on or after August 12, 2005, and terminated on or before March 18, 2007 and (3) you submit a claim on or before [date], then you may be eligible to recover \$125 for each ETF you paid.

The Court previously ruled that Class Members who did not pay an ETF are not entitled to recover any money in the lawsuit. Therefore, Class Members who were charged an ETF by Sprint but did not pay the ETF will not be entitled to receive any money under the Settlement.

12. What are the Settlement's Provisions Regarding Attorneys' Fees, Costs and Expenses?

The parties were unable to resolve their dispute about the amount of attorneys' fees, costs and expenses that Sprint should pay to counsel for Plaintiffs and the Class related to the various portions of work in the case. The Settlement provides that the amount of those fees, costs and expenses shall be resolved in an arbitration pursuant to the Federal Arbitration Act. The arbitrator may award no less than \$17 million in fees, costs and expenses, and no more than \$20 million.

13. Does the Settlement authorize any incentive payments to the Class Representatives?

Yes. If the Settlement is approved, Sprint will pay a total of \$60,000.00 in incentive payments to the Class Representatives for their representation of the Class over the 13 years the Action has been litigated – \$20,000.00 to Jeweldean Hull and \$10,000 each to Ramzy Ayyad, Christine Morton, Amanda Selby Beck, Richard Samko.

14. What Effect Will the Settlement Have on the Claims in the Action or on my ETF Claims Against Sprint?

If the Settlement is approved, it will result in the dismissal of the class action and the release of all claims against Sprint by Class Members who do not request exclusion, that were or could have been asserted in the Action, including any claims challenging the validity of, or seeking relief in connection with, the ETFs Sprint charged to or collected from Class Members for early contract terminations during the Class Period. The foregoing description of the Class-wide release that will result if the Settlement is approved is only a partial summary. To see the full Release of Claims that will result if the Settlement is approved, please consult the Stipulation of Settlement, which is available at www.sprintcaliforniaetfsettlement.com. To the extent of any inconsistency between that summary and the actual Release contained in the Stipulation of Settlement, the Release in the Stipulation of Settlement controls.

YOUR RIGHTS AND OPTIONS

15. How can I ask to share in the money Sprint will pay to Class members under the Settlement?

If you are a Class member who is the Account Holder and you paid one or more of the ETFs charged to you, you may submit a Claim Form. If your claim form is valid, complete and accurate, you may qualify for a payment from Sprint of \$125.00 per ETF paid.. Claim Forms must be filed by _____, 2016. They may be filed online. Claim Forms are available at www.sprintcaliforniaetfsettlement.com. Please follow the instructions at that website to file a Claim.

16. Can I file a Claim Form or recover money if I was charged but did not pay an ETF?

No. Only Class members who were charged an ETF by Sprint or Nextel *and paid it* are entitled to file a Claim Form or recovery money. Class members who were charged an ETF

but did not pay it benefit from the injunction entered by the Court in this Action after the 2008 trial, which prohibits Sprint from collecting any of the portions of unpaid ETFs it imposed on Class members for contract terminations during the Class Period that had not been collected at the time the injunction was entered. That injunction remains in effect. Sprint has agreed in the Stipulation of Settlement not to ask the Court to lift that injunction.

17. What happens if I do not file a Claim Form?

Even if you do not file a Claim Form, approval of the Settlement will result in the dismissal of the Action and the release of classwide claims as described in Paragraph 14, above.

18. Can I exclude myself from the Settlement?

If you paid the ETFs charged by Sprint, you can exclude yourself from the settlement by sending a letter to the Claims Administrator in this case, [ADDRESS], on or before _____. If you exclude yourself from the settlement, you will not receive a payment under the settlement, but you may retain the ability to proceed individually against Sprint if you wish. You should consult a lawyer to determine what rights, if any, you may have. If you do not timely exclude yourself, you will be bound by the settlement and judgment, whether favorable to you or not.

THE FINAL APPROVAL HEARING

19. When and where will the Final Approval Hearing be held?

The Final Approval Hearing will be held on _____, 2016, at _____.m., in Department 21 of the Alameda County Superior Court, located at 1221 Oak Street, Fourth Floor, Oakland, CA 94612.

20. What will the Court consider at the Final Approval Hearing?

The Court will determine whether or not to grant final approval to the Settlement, will rule on any timely and validly filed objections and any responses thereto, and will determine whether and in what amounts to grant incentive awards to the Class Representatives and whether or not to confirm the arbitrator's fee award referenced in Paragraph 12, above.

21. Do I have to come to the Final Approval Hearing to recover money?

No. You are not required to come to the Final Approval Hearing. If you do not exclude yourself from the settlement, you may enter an appearance in this matter through counsel.

22. If I do not like the Settlement, how can I object to it?

Any Class member wishing to object to or to oppose the approval of this Settlement must file a written objection (with a statement of reasons) with the Court and serve it on Sprint and Co-Lead Class Counsel at least twenty-one days before the date of the Final Approval

Hearing. Any Class member that fails to do so shall be foreclosed from making such objection or opposition. Objections submitted by non-members of the Class will not be considered. Any Class Member that fails to file a timely written objection and to appear at the Final Approval Hearing shall have no right to file an appeal relating to the approval of this Settlement.

[List the firm contact names and addresses.]

You have the right to consult and/or retain an attorney of your choice at your own expense, to advise you regarding the settlement and your rights in connection with the settlement and the Final Approval Hearing as described below. You also have the right, either personally or through an attorney retained and paid by you, to seek to intervene and object to the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

23. Do the Class Members have a lawyer in this case?

The Court appointed the law firms of Bramson, Plutzik, Mahler & Birkhaeuser, LLP, of Walnut Creek, CA, Bursor & Fisher, P.A., of New York, NY and Walnut Creek, CA, and Franklin & Franklin, of San Diego, CA, to represent the plaintiffs and all Class Members. Together the law firms are called "Co-Lead Class Counsel." More information about these law firms, their practices, and their lawyers' experience is available at www.bramsonplutzik.com and www.bursor.com.

24. Should I get my own lawyer?

You do not need to hire your own lawyer because Co-Lead Class Counsel are working on your behalf. But, if you want your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. You will be responsible for paying that lawyer.

GETTING MORE INFORMATION

25. Are more details available?

Visit the website, www.sprintcaliforniaetfsettlement.com, where you will find a Claim Form and other relevant documents in the Action. You may also contact one of the lawyers by sending an email to _____, or by writing to: Sprint California ETF Settlement, P.O. Box 8060, San Rafael, CA 94912-8060. Please do not contact the Court. Please also do not contact Sprint Customer Care regarding this Notice or the lawsuit itself.

DATE: May __, 2016

**Superior Court of California
County of Alameda**

Case # RG03 121510

Case Name: Ayyad, et al v. Sprint Spectrum, L.P.

Document: Preliminary Approval Order

**CLERK'S CERTIFICATE OF
SERVICE**

I certify that the following is true and correct:

I am a Deputy Clerk employed by the Superior Court of California, County of Alameda. I am over the age of 18 years. My business address is 1221 Oak St. Oakland, California, 94612. I served the above-referenced document by:

First Class Mail (CCP 1013a) – Placing copies in envelope(s) addressed as shown below and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail in Oakland, California, following standard court practices.

Electronic Service (CCP1010.6(C)(3) CRC 2.251(j)) – Emailing copies to the email addresses as shown below, following standard court practices.

FAX (CCP 1013e CRC 2.306 (c)) – Faxing copies to the fax numbers as shown below on the date stated below, following standard court practices.

Personal Service (CCP 1011 (a) (b)) – Personally delivering papers to an attorney or party.

Plutzik, Alan R.
Bramson, Plutzik, Mahler & Birkhaeuser, LLP – 2125
Oak Grove Road, Ste. 120
Walnut Creek, CA 94598
(Counsel for Plaintiff)

Gresham, Brooks A.
McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
(Counsel for Def. Sprint Spectrum)

Bursor, Scott A.
Bursor & Fisher, P.A.
888 Seventh Avenue
New York, NY 10019
(Counsel for Plaintiff.)

Harmon, Jonathan P.
Gateway Plaza, 800 E. Canal St.
Richmond, VA 23219
(Counsel for Def. Sprint Spectrum)

Boyle, Joseph A.
One Jefferson Road, 2nd Floor
Parsippany, NJ 07054
(Counsel for Def. Sprint Spectrum)

Date: May 18, 2016

Chad Finke,
Executive Officer/Clerk of the Superior Court

By *Sianté Dewberry*

Sianté Dewberry, Deputy Clerk