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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF ALAMEDA

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

21 Plaintiffs and Cross-Defendants,

22 vs.

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

24 Defendants and
25 Cross-Complainants.

26 CASE NO. RG034-121510

27 **AMENDED STIPULATION OF
28 SETTLEMENT**

CLASS ACTION

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

1 It is hereby stipulated and agreed by and between the undersigned Parties, subject to the
2 approval of the Court pursuant to California Rule of Court Rule 3.769, that the settlement of this
3 Action shall be effectuated pursuant to the terms and conditions set forth in this Stipulation of
4 Settlement, including all of its attachments, addenda and exhibits (hereinafter “Stipulation or
5 Settlement”).

6 ARTICLE I - PREAMBLE

7 1. WHEREAS Ramzy Ayyad, Christine Morton, Amanda Selby Beck, Richard Samko
8 and Jeweldean Hull (“Plaintiffs”) are the named plaintiffs in the above-captioned action entitled
9 *Ramzy Ayyad et al. v. Sprint Spectrum, L.P.*, Alameda County Superior Court , No. RG03-121510,
10 which was filed in 2003;

11 2. WHEREAS, the Court has certified a Class in this Action, defined as set forth
12 below, and has appointed Plaintiffs to serve as class representatives for that Class;

13 3. WHEREAS Sprint Spectrum, L.P. (“Sprint”), is the defendant in the Action, and is
14 engaged in the business of providing wireless telephone and data service;

15 4. WHEREAS Sprint’s subscriber contracts contained, during the Class Period,
16 Flat-Rate ETF provisions, pursuant to which Defendant Sprint assessed, and in some cases
17 collected, a Flat-Rate ETF from subscribers whose term subscriber contracts were terminated
18 during the Class Period before their scheduled expiration dates;

19 5. WHEREAS Plaintiffs allege that Sprint’s said Flat-Rate ETF provisions were in
20 violation of California law;

21 6. WHEREAS Plaintiffs seek to recover monetary relief on behalf of those Class
22 Members who paid the Flat-Rate ETF to Sprint in connection with the early termination of a
23 subscriber term contract during the Class Period, and on behalf of themselves;

24 7. WHEREAS, Sprint has cross-complained against the Class for breach of contract,
25 seeking to establish its offset based upon the damages it claims it suffered as a result of the early
26 terminations of the Class members’ subscriber term contracts;

1 8. WHEREAS the Parties have engaged in extensive litigation and have had a full and
2 fair opportunity to evaluate the strengths and weaknesses of their respective positions;

3 9. WHEREAS, following an initial trial in this Action in 2008, the Court entered a
4 Statement of Decision, in which it, *inter alia*, (a) held that Sprint's Flat-Rate ETFs violated
5 California law, (b) enjoined Sprint from collecting \$225,697,433 in unpaid Flat-Rate ETFs that it
6 had assessed to members of the Class, and (c) determined that the Class was entitled to recover
7 restitution in the amount of \$73,775,975 less a set off for Sprint's damages due to the Class
8 members' breaches of their subscriber term contracts;

9 10. WHEREAS, full relief, except for the award of attorneys' fees, costs and expenses,
10 has already been granted to Class members who did not pay the ETF pursuant to the Court's
11 Statement of Decision dated December 4, 2008, at p. 20, lines 11 to 20, and following orders;

12 11. WHEREAS, at the 2008 trial in this Action, the jury found that the Class members
13 had breached their contracts with Sprint;

14 12. WHEREAS, certain determinations made following the 2008 trial in this Action
15 have been affirmed on appeal;

16 13. WHEREAS, the amount of damages, if any, or of any setoff attributable thereto, to
17 which Sprint is entitled remains undetermined in this Action;

18 14. WHEREAS, Sprint denies the allegations of the Action, denies all allegations of
19 wrongdoing and of liability, denies any causation of damages to the Class and asserts that it is
20 entitled to an award of damages, and a resulting setoff, that will cause the total refund amount
21 determined in favor of the Class following the 2008 trial to be reduced to zero;

22 15. WHEREAS, Sprint has concluded that, in light of the costs and disruption of
23 litigation, this Settlement is appropriate on the terms and conditions set forth herein;

24 16. WHEREAS, Plaintiffs and the Class believe that their claims are meritorious, deny
25 all allegations of wrongdoing and of liability, deny any causation of damages to Sprint, deny that
26 Sprint is entitled to any damages or setoff attributable to the Class Members' breach of contract,
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1 and assert that they are entitled to recover the full amount of the refund ordered in the Statement of
2 Decision, without any setoff or reduction thereto; and

3 17. WHEREAS, Plaintiffs nevertheless have concluded that, in light of the costs, risks
4 and delay of litigation of the matters in dispute, particularly in complex class action proceedings,
5 and in the desire to provide relief to the class sooner rather than later, this Settlement is fair,
6 reasonable, adequate, and in the best interests of the Class,

7 NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of the
8 agreements, promises, and covenants set forth in this Stipulation, and subject to approval of the
9 Court, the Action shall be fully and finally settled and dismissed with prejudice under the following
10 terms and conditions:

11 ARTICLE II - DEFINITIONS

12 As used in this Stipulation and the related documents attached hereto as exhibits, the terms
13 set forth below shall have the meanings set forth below. The singular includes the plural and vice
14 versa.

15 1. "Action" means the civil action entitled *Ramzy Ayyad et al. v. Sprint Spectrum, L.P.*,
16 Alameda County Superior Court No. RG03-121510, both as an independent case and a part of
17 Judicial Council Coordination Proceeding No. 4332, of which it once was a part. "Action" includes
18 the claims that Sprint has asserted by way of its Cross-Complaint.

19 2. "Aggregate Fees, Costs, and Expenses" means aggregate attorneys' fees, expert
20 fees, expenses and costs sought by Co-Lead Class Counsel, on their own behalf and on behalf of
21 counsel for Plaintiffs and the Class.

22 3. "Account Holder" means the person whose name appears as the account holder of
23 the Sprint account, or the person legally entitled to assume account holder status by verified
24 succession, inheritance, decree, etc..

25 4. "Approved Verified Claim" means each claim that is (a) not fraudulent, (b) timely,
26 accurate, complete, in proper form, and includes a signature or e-signature attesting to its truth
27 under penalty of perjury submitted by a claimant, (c) submitted by the Account Holder Class
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1 Member and (d) constitutes a valid claim by a Class Member Payer. Class Counsel and Sprint shall
2 have the right to review the Settlement Administrator's determinations regarding whether a claim is
3 an Approved Verified Claim and Sprint may produce documentation to the Settlement
4 Administrator and Class Counsel showing that a claim does not meet all of the requirements of an
5 Approved Verified Claim. The Settlement Administrator shall review the documentation and make
6 a determination. The Parties shall have the right to seek review by the Court if there is a dispute as
7 to the validity of a Class Member's Claim.

8 5. "Claim Code" means a code assigned by the Claims Administrator to each Class
9 Member to whom a Notice is mailed.

10 6. "Claim Deadline" means the date by which all claim forms must be postmarked
11 or received by the Claims Administrator to be considered timely. The Claim Deadline shall be the
12 180th day after the Claims Administrator completes the mailed notice.

13 7. "Claim Form" means the online web form interface and/or written claim form
14 offered to qualifying Class Members and managed by the Settlement Administrator. The Claim
15 Form and/or online interface shall be developed by the Settlement Administrator, and shall require,
16 for each Claim with a Claim Code, the name of the account holder, and either a phone number on
17 the account or an address on the account. For each Claim not including a Claim Code, the Claim
18 Form shall require the account holder's name, a phone number on the account, and the address on
19 the account, or the account holder's name and account number, as well as attestation and such other
20 customary anti-fraud measures as the Settlement Administrator shall recommend subject to
21 approval of counsel for the parties.

22 8. "Class" means the Class previously certified by the Court in this action as defined
23 by the Court in its orders certifying, clarifying, expanding and/or amending the class certified in
24 this case, including the orders of June 9, 2006, April 18, 2008, and May 9, 2008.

25 9. "Class Member Payer" means a Class Member who paid ETF charges that were
26 invoiced to his or her account and were not refunded or credited by Sprint.
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1 10. “Co-Lead Class Counsel” means Bursor & Fisher, P.A.; Bramson, Plutzik, Mahler
2 & Birkhaeuser, LLP; and Franklin & Franklin APC.

3 11. “Class Member” means a current or former Sprint customer who falls within the
4 definition of the Class, as previously certified by this Court, and who did not validly and timely
5 exclude himself or herself from the Class.

6 12. “Class Period” means July 10, 1999, through March 18, 2007.

7 13. “Class Released Parties” means Plaintiffs and all Class Members and users on their
8 accounts and each of their past or present attorneys, executors, heirs, estates, predecessors,
9 successors, or assigns.

10 14. “Class Releasing Parties” means the Plaintiffs and all Class Members who did not
11 validly and timely exclude themselves from the Class.

12 15. “Class Released Claims” means any and all actions, causes of action, claims,
13 demands, liabilities, obligations, damage claims, restitution claims, injunction claims, declaratory
14 relief claims, fees, costs, sanctions, proceedings; and/or rights of any nature and description
15 whatsoever, whether legal or equitable, including, without limitation, violations of any state or
16 federal statutes and laws, rules or regulations, including but not limited to 47 U.S.C. § 201, Cal. Bus
17 & Prof. Code §§ 17200 et seq. and 17500, et seq., Cal. Civ. Code §§1671 and 1750 et seq., or
18 principles of common law, whether liquidated or unliquidated, known or unknown, in law, equity,
19 arbitration, or otherwise, whether or not concealed or hidden, that any way relate to, in whole or in
20 part, or arise out of, any of the allegations, claims, and/or theories raised in the Action or that could
21 have been raised in the Action challenging the validity of Sprint’s ETFs, including but not limited
22 to the propriety of their assessment or collection, including claims for fees, costs and expenses by
23 Co-Lead Class Counsel or any other law firm or attorney that, at any time, has appeared as counsel
24 of record for any Plaintiff or Class Member in the Action. Notwithstanding the foregoing, “Class
25 Released Claims” shall not include (1) any obligations under this Settlement Agreement or (2) any
26 obligations under any Order, Arbitration Award or Judgment entered pursuant to this Settlement
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1 Agreement. Furthermore, this release shall have no effect on the continuing enforceability of the
2 Debt Relief.

3 16. "Class Representatives" means Plaintiffs Ramzy Ayyad, Christine Morton, Amanda
4 Selby Beck, Richard Samko and Jeweldean Hull.

5 17. "Complaint" means the Third Consolidated Amended Complaint against Sprint
6 filed in this Action on or about June 24, 2005.

7 18. "Court" means the Superior Court of the State of California for the County of
8 Alameda.

9 19. "Cross-Complaint" means the Second Amended Cross-Complaint filed by Sprint in
10 the Action on or about August 7, 2006.

11 20. "Debt Relief" means the Injunction entered by the Court in its December 4, 2008
12 Statement of Decision and affirmed in further orders of the Court and on appeal.

13 21. "Effective Date" means the first date by which all of the following events shall have
14 occurred: (a) the Court has entered the Preliminary Approval Order, and has approved the form and
15 manner of notice to the class, either in that order or in a separate order; (b) the Court has entered the
16 Final Approval Order and Judgment; and (c) the Final Approval Order and Judgment has become
17 Final.

18 22. "ETFs" means the flat-rate early termination fees in the amount set forth in Class
19 Members' term Subscriber Agreements, with Sprint, during the Class Period.

20 23. "Fee and Expense Arbitration" means the arbitration to be conducted by the parties
21 pursuant to Article III hereof and Addendum D to this Stipulation to determine the amount of
22 reasonable aggregate Fees, Costs, and Expenses to be paid by Sprint-pursuant to the terms of this
23 Settlement.

24 24. "Final" means that the Final Approval Order and Judgment has been entered on the
25 docket in the Action, and (a) the time to appeal or petition from such order has expired and no
26 appeal, petition, or motion for reconsideration has been timely filed, (b) if such an appeal has been
27 filed, it has finally been resolved and has resulted in an affirmation of the Final Approval Order and
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1 Judgment and is not subject to reconsideration or further review, or (c) the Court, following the
2 resolution of the appeal, enters a further order or orders approving settlement on the terms set forth
3 herein, is not subject to reconsideration and either no further appeal is taken from such order(s) or
4 any such appeal results in affirmation of such order(s).

5 25. "Final Approval Hearing" means the hearing at which the Court shall: (a) determine
6 whether to grant final approval to this Stipulation ; and (b) consider any timely objections to this
7 Settlement and all responses thereto.

8 26. "Final Approval Order and Judgment" means the order, substantially in the form of
9 Exhibit B attached hereto, in which the Court grants final approval of this Stipulation, certifies the
10 Class, and authorizes the entry of a final judgment and dismissal of the Action with prejudice.

11 27. "Parties" means all Class Representatives and Sprint.

12 28. "Person" means any natural person, firm, corporation, unincorporated association,
13 partnership, or other form of legal entity or government body, including its agents and
14 representatives.

15 29. "Preliminary Approval Order" means the order, substantially in the form of Exhibit
16 A attached hereto, in which the Court grants its preliminary approval to this Stipulation, authorizes
17 dissemination of Notice to the Class, and appoints the Settlement Administrator.

18 30. "Settlement Administrator" or "Claims Administrator" means an independent
19 settlement administrator to be selected jointly by the parties. The Parties will agree upon a
20 Settlement Administrator, only after Sprint has the opportunity to review an estimate from one or
21 more settlement administrators and the estimated costs are acceptable to Sprint.

22 31. "Sprint" means Sprint Spectrum, L.P., Sprint Solutions, Inc., and all of their direct
23 or indirect operating subsidiaries, and all other subsidiaries, and its affiliates that offered Sprint,
24 Nextel or Sprint Nextel wireless services to under a brand owned directly or indirectly by Sprint
25 Corporation f/ka Sprint Nextel Corporation, together offering wireless services in California
26 specifically, and the United States.

1 32. “Sprint Account Holder” means the contracting Class Member who entered into a
2 Sprint Subscriber Agreement agreement with Sprint.

3 33. “Sprint Class Data” means the data pulled from Sprint’s billing systems to identify
4 Class Members and verify certain billing and Subscriber Agreement account information relating
5 to Class Members.

6 34. “Sprint Released Parties” means Sprint (as defined herein) and any and all of its
7 predecessors, successors, assigns, parents, subsidiaries, employees, agents, consultants, directors,
8 officers, partners, financial or investment advisors, insurers, lenders, legal representatives,
9 affiliates, vendors and suppliers or other entities in which Sprint has a controlling interest or which
10 are related to or affiliated with it, including: (a) Sprint; (b) Sprint's counsel; (c) Sprint's successors
11 and predecessors and their past, present, and future direct and indirect owners, parents, subsidiaries,
12 and other corporate affiliates, vendors and suppliers or other entities in which Sprint has a
13 controlling interest; (d) for each of the foregoing Persons, each of their past, present, or future
14 officers, directors, shareholders, owners, employees, representatives, agents, principals, partners,
15 members, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.

16 35. “Sprint Released Claims” means any and all actions, causes of action, claims,
17 demands, liabilities, obligations, damage claims, restitution claims, injunction claims, declaratory
18 relief claims, fees, costs, expenses, sanctions, proceedings, and/or rights of any nature and
19 description whatsoever, whether legal or equitable, including, without limitation, claims for breach
20 of contract or unjust enrichment, or principles of common law, arbitration, or otherwise, whether or
21 not concealed or hidden, that whether liquidated or unliquidated, in law or in equity, that have been
22 asserted by Sprint in the Action by way of cross-complaint or in any way relate to, in whole or in
23 part, or arise out of, any of the allegations, claims, and/or theories raised in the Action or that could
24 have been raised in the Action by Sprint, including any claims for fees, costs and expenses by
25 Sprint, Sprint’s Counsel or any other law firm or attorney that, at any time, has appeared as counsel
26 of record for Sprint in the Action, but shall not include the obligations under this Settlement
27 Agreement.
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1 3. Costs and Expenses of Notice and Administration

2 Sprint shall pay all costs and expenses of providing notice to Class Members as provided
3 herein or in any Order to be entered by the Court specifying the form and manner of notice,
4 including reasonable costs of identifying Class Member Payers in the event mailed notice is
5 provided. Sprint shall also bear all reasonable and mutually-agreed (between the Parties)
6 administrative costs of the settlement. In the event that this Stipulation is terminated pursuant to its
7 terms, Sprint shall bear all such costs that, as of the effective date of termination, have already been
8 incurred.

9 4. Attorneys' Fees, Costs and Expenses of the Litigation

10 Sprint shall pay reasonable attorneys' fees, costs and expenses of the litigation, including
11 expert witness fees and expenses, to Co-Lead Class Counsel, on their own behalf and on behalf of
12 counsel for Plaintiffs and the Class, in an amount to be determined by binding arbitration to be
13 concluded prior to Final Approval of the Settlement. The parties were unable to agree on the
14 amount that would constitute reasonable attorneys' fees, costs and expenses. Subject to court
15 approval, the parties agree to submit the issue to arbitration to be conducted before the Final
16 Approval Hearing, as described in *In re Cellphone Termination Fee Cases* (2010) 180 Cal.App.4th
17 1110.

18 In the Fee and Expense Arbitration, a single arbitrator selected jointly by the parties shall
19 determine the amount of the fees, costs and expenses, including expert witness fees, incurred by
20 Co-Lead Class Counsel and other counsel for Plaintiffs and the Class in the Action which are
21 reasonable and to which they are entitled under California law, but in no event will Sprint be
22 obligated to, or seek to, pay less than \$17,000,000 (the "Minimum Possible Award"), nor will
23 counsel for Plaintiffs and the Class seek more than \$20,000,000 in the aggregate for such fees,
24 costs and expenses, including expert witness fees, incurred or paid by them (the "Maximum
25 Possible Award"). The Fee and Expense Arbitration shall be governed by the Federal Arbitration
26 Act and shall be conducted pursuant to the procedures set forth in Addendum D, attached hereto.
27 Attorneys' fees, costs and expenses shall be paid pursuant to the schedule set forth in this
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1 Settlement Agreement. Pursuant to § 9 of the Federal Arbitration Act, 9 U.S.C. § 9, this Court shall
2 have exclusive jurisdiction to enter judgment on the award to be entered by the Arbitrator in the Fee
3 and Expense Arbitration, in the context of Final Approval. The costs of the arbitrator and the
4 arbitration shall be borne equally by the Parties, but the portion paid by Plaintiffs may be included
5 as part of the application submitted by the Plaintiffs in the Fee and Expense Arbitration (such
6 amount shall not in any way cause an increase in the Maximum Possible Award).

7 5. Payment of Attorneys' Fees, Costs and Expenses of the Litigation

8 a. Sprint shall pay one-third of the Minimum Possible Award to Co-Lead Class
9 Counsel within seven days of the entry of an order or orders granting preliminary approval to the
10 Settlement and directing the form and manner of notice. Sprint shall pay additional sums sufficient
11 to bring its payments of attorneys' fees, costs and expenses up to the level of two-thirds of the
12 amounts awarded by the Arbitrator in the Fee and Expense Arbitration within seven days of an
13 order granting Final Approval. Notwithstanding the foregoing, if for any reason the Court fails to
14 grant final approval to the Settlement embodied in this Stipulation; the Final Approval Order is
15 reversed or rendered void as a result of an appeal; this Stipulation is voided, rescinded, or
16 terminated for any other reason; or the Court vacates the Arbitrator's fee, cost and expense award
17 pursuant to § 10 of the Federal Arbitration Act, 9 U.S.C. § 10, then any Persons or firms who shall
18 have received such funds shall be severally liable for payments made pursuant to this subparagraph
19 4(a), and shall return such funds to Sprint. To effectuate this provision, each individual attorney or
20 firm who receives a share of payments under this provision shall execute a guarantee of repayment
21 in the form attached hereto as Exhibit C, and Co-Lead Class Counsel is required to obtain and
22 deliver to counsel for Sprint, concurrently with any distribution, an executed copy of Exhibit C for
23 each Person or firm who receives any distribution from Sprint and/or Co-Lead Class Counsel.

24 b. Sprint shall pay the remainder of any fees, costs or expenses awarded within fifteen
25 days from the Effective Date.

26 c. Sprint's payments of fees, costs and expenses awarded shall be made by wire
27 transfer to Bursor & Fisher, P.A., as agent for Co-Lead Class Counsel, for distribution to and
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1 among counsel for Plaintiffs and the Class, in accordance with wire instructions to be provided to
2 Sprint by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to
3 W-9 forms. Co-Lead Class Counsel shall indemnify and defend Sprint from any claims by any
4 attorney or entity making a subsequent claim for attorneys' fees, costs or expenses by any
5 purported representative for a Class Member.

6 6. Class Representative Incentive Awards.

7 a. Subject to Court approval, Sprint will pay incentive awards to each of the Class
8 Representatives in the following amounts: \$20,000 to Jeweldean Hull, and \$10,000 apiece to
9 Ramzy Ayyad, Christine Morton, Richard Samko and Amanda Selby Beck, for a total of \$60,000 in
10 incentive awards, as compensation and consideration for Plaintiffs' efforts as the class
11 representatives in the Action.

12 b. Class Representative Incentive Awards consistent with this paragraph that are
13 granted by the Court shall be paid by Sprint within fifteen days from the Effective Date.

14 c. Payments to the Class Representatives shall be made in the aggregate by providing
15 checks made payable to Bursor & Fisher, P.A. as attorneys for the Class Representatives for
16 distribution to and among the Class Representatives upon completion of any necessary forms,
17 including but not limited to, W-9s.

18 ARTICLE IV – NOTICE AND REQUESTS FOR EXCLUSION

19 A. Best Notice Practicable. Notice will be provided to the Class through a
20 multi-approach notice plan. (1) Publication notice: Publication notice shall be effected through the
21 Settlement Administrator's Class Settlement Website, by notification on Sprint's Web Site, by
22 Google Domain Search placements implemented by the Settlement Administrator, and by use of
23 xpn of Network Internet banner ads on California sites selected by the Settlement Administrator;
24 (2) Mail notice: The Settlement Administrator will mail a summary notice via a first-class
25 postcard to Class Members identified by Sprint, in consultation with Plaintiff's counsel.

26 Sprint will use reasonable efforts to filter, match and narrow the data using the class data
27 and useful data fields therein and/or other sources available to it, to derive a subset of data that, to
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1 the extent practicable, identifies the likely Class Member Payer accounts together with mailing
2 addresses, as well as email addresses where available. Sprint will retrieve data from P2K, among
3 other sources, but otherwise will not be required to incur unreasonable expense or convert data
4 from original sources of billing data records within stale billing data from terminated billing
5 platforms that are no longer live, indexed or administered.

6 Before the mailing, the Settlement Administrator will process all of the mailing addresses
7 from Sprint through the NCCOA database. For returned mail, the Settlement Administrator will
8 use generally accepted methods to get updated addresses by performing skip tracer searches that
9 leverage information from credit bureaus and other data sources. No inquiry information shall be
10 placed on any Class Member's credit profiles or bureau reports pursuant to this process. The
11 Settlement Administrator shall email the Mail Summary Notices to the list of email addresses for
12 Class Member accounts extracted from Sprint's billing records.

13 The mailed postcard notices will include a unique Claim Code for each recipient as a means
14 to identify the Account intended to receive the notice. Claimants can submit a claim online or by
15 mail and must attest to the accuracy and truth of the information provided under penalty of perjury
16 and signed by the Class member or captured through an e-signature. Processing of Claims will be
17 in accordance with the Approved Verified Claim requirements set forth in the Stipulation of
18 Settlement.

19 The Parties agree that compliance with the procedures described therein is the best notice
20 practicable under the circumstances, shall constitute due and sufficient notice to the Class of the
21 terms of the Settlement Agreement, and the Final Approval Hearing, and, as described therein, shall
22 satisfy the requirements of the California Rules of Court, the California Code of Civil Procedure,
23 the Constitution of the State of California, the United States Constitution, and any other applicable
24 law.

25 B. Requests For Exclusion. The Parties agree that is the responsibility of the
26 Settlement Administrator to determine which individuals have filed a valid and timely Request for
27 Exclusion. At least twenty-one (21) days before the date of the Final Approval Hearing, the
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1 Settlement Administrator shall prepare and deliver to Class Counsel, who shall file it with the
2 Court, a report stating the total number of Persons who have submitted a timely and valid Request
3 for Exclusion from the Settlement Class, and the names of such Persons.

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5 ARTICLE V– COURT APPROVAL OF SETTLEMENT

6 1. Preliminary Approval.

7 As soon as practicable after the execution of this Stipulation, Co-Lead Class Counsel and
8 Sprint’s Counsel shall jointly apply for entry of the Preliminary Approval Order in the form of
9 Exhibit A hereto. The Preliminary Approval Order shall include provisions: (a) preliminarily
10 approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to
11 allow Notice to be disseminated to the Class; (b) setting a schedule for proceedings with respect to
12 final approval of this Settlement; (c) setting a schedule and procedures for requests for new requests
13 for exclusion; and (d) providing that, pending entry of a Final Approval Order and Judgment, no
14 Class Member (either directly, in a representative capacity, or in any other capacity) shall
15 commence or continue any action against Sprint or other Sprint- Released Parties asserting any of
16 the Class Released Claims. The parties shall address the form, content, and manner of the Notice in
17 the Preliminary Approval Motion if the parties agree upon the form, content and manner of the
18 Notice, or in a separate order, following briefing by the parties, if the parties do not agree on the
19 form, content and manner of Notice in all respects.

20 2. Objections To Settlement.

21 Any Class Member wishing to object to or to oppose the approval of this Settlement shall
22 file a written objection (with a statement of reasons) with the Court and serve it on the Parties at
23 least twenty-one days before the date of the Final Approval Hearing. Any Class Member that fails
24 to do so shall be foreclosed from making such objection or opposition. Plaintiffs will file with the
25 Court their brief in support of final settlement approval and in response to any objections at least
26 seven days before the date of the Final Approval Hearing. Any Class Member that fails to file a
27 timely written objection and to appear at the final approval hearing shall have no right to file an
28 appeal relating to the approval of this Settlement.

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3 3. Final Approval Hearing.

4 The Parties shall request that the Court, on the date set forth in the Preliminary Approval
5 Order or on such other date that the Court may set, conduct a Final Approval Hearing to: (a)
6 determine whether to grant final approval to this Stipulation; (b) consider any timely objections to
7 this Settlement and the Parties' responses to such objections; and (c) rule on any applications for
8 incentive awards. If the Court grants final approval to this Stipulation, in its entirety, then the
9 Parties shall ask the Court to enter a Final Approval Order and Judgment, substantially in the form
10 of Exhibit B attached hereto.

11 4. Disapproval, Cancellation, Termination, or Nullification of Settlement.

12 a. Each Party shall have the right to terminate this Stipulation if either (i) the Court
13 denies preliminary approval or final approval on the terms set forth in this Stipulation, or (ii) the
14 Final Approval Order and Judgment does not become Final by reason of a higher court reversing
15 final approval by the Court, and the Court thereafter is foreclosed from entering or declines to enter
16 a further order or orders approving settlement on the terms set forth herein. A party desiring to
17 terminate this Stipulation shall provide written notice to the other Parties' counsel within thirty
18 days of the occurrence of the condition permitting termination. Such written notice shall be
19 provided by email and regular mail to counsel identified in this Stipulation of Settlement.

20 b. If this Stipulation is terminated pursuant to its terms, then: (i) this Stipulation shall
21 be rendered null and void; (ii) this Stipulation and all negotiations and proceedings relating hereto
22 shall be of no force or effect, and without prejudice to the rights of the Parties; and (iii) all Parties
23 shall be deemed to have reverted to their respective status in the Action as of the date and time
24 immediately preceding the execution of this Stipulation and, except as otherwise expressly
25 provided, the Parties shall stand in the same position and shall proceed in all respects as if this
26 Stipulation and any related orders had never been executed, entered into, or filed, except that the
27 Parties shall not seek to recover from one another any costs incurred in connection with this
28 Settlement and any Attorneys' Fees, Expenses and Costs paid to any counsel for Plaintiffs or the

1 Class pursuant to the terms of this settlement shall be returned to Sprint within 15 days from the
2 date of termination

3 c. Sprint also shall have the right to terminate this Settlement if, prior to the date of the
4 Final Approval Order and Judgment, the total number of Class Member Payers who have submitted
5 timely and valid requests for exclusion from the Settlement exceeds 20,000. If Sprint elects to
6 terminate this Agreement under this paragraph, Sprint must provide written notice to Class Counsel
7 on or before the date of the Final Approval Order and Judgment. Such written notice shall be
8 provided by hand delivery, email or mail to Class Counsel.

9 d. Further, and notwithstanding the foregoing, if for any reason the Court fails to grant
10 final approval to this Settlement Agreement; the Final Approval Order and Judgment is reversed or
11 rendered void as a result of an appeal; or this Settlement is voided, rescinded, or terminated for any
12 other reason, then any Attorneys' Fees, Expenses and Costs paid to any counsel for Plaintiffs or the
13 Class pursuant to the terms of this settlement be returned to Sprint by the counsel who received
14 them within 15 days from the date of termination. For purposes of this provision, Bursor & Fisher,
15 P.A. shall be deemed to be the "recipient" only of funds it received and retained, not of any funds it
16 received and disseminated to other counsel for Plaintiffs and the Class. To effectuate this
17 provision, each individual attorney or firm who receives a share of payments under this provision
18 shall execute a guarantee of repayment in the form attached hereto as Exhibit C, and shall be
19 obligated to indemnify and defend Sprint in the event of any dispute pertaining to its payment of the
20 fees and costs to counsel for Plaintiffs and the Class.

21 ARTICLE VI – RELEASES UPON EFFECTIVE DATE

22 1. Binding and Exclusive Nature of Stipulation.

23 On the Effective Date, the Parties and each and every Class Releasing Party and Sprint shall
24 be bound by this Stipulation and shall have no further recourse, except as provided herein and
25 exclusive to the benefits, rights, and remedies provided herein. No other action, demand, suit or
26 other claim may be pursued against the Sprint Released Parties with respect to the Class Released
27 Claims or against the Class Released Parties with respect to the Sprint Released Claims..
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2. Releases.

On the Effective Date, the Class Releasing Parties shall be deemed to have, and by operation of this Stipulation shall have, fully, finally and forever released, relinquished and discharged the Sprint Released Parties from any and all of the Class Released Claims; and Sprint shall be deemed to have, and by operation of this Stipulation shall have, fully, finally and forever released, relinquished and discharged the Class Released Parties from any and all of the Sprint Released Claims.

3. Stay And Dismissal Of The Action.

The Parties agree to request that the Court, in connection with Preliminary Approval, issue an immediate stay of the Action.

4. Waiver of Unknown Claims.

On the Effective Date, the Sprint and the Class Releasing Parties shall be deemed to have, and by operation of this Stipulation shall have, with respect to the subject matter of the Class Released Claims and the Sprint Released Claims, expressly waived the benefits of any statutory provisions or common law rule that provides, in sum or substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, Sprint and the Class Releasing Parties waive the provisions of California Civil Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. Section 1542 provides:

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

Neither this paragraph nor any other provision of this Stipulation shall be construed to effectuate a general release of claims. The releases provided for in this

1 Stipulation are limited to the Class Released Claims as defined in Article II(15)
2 above and the Sprint Released Claims as defined in Article II(35) above.

3
4 ARTICLE VII– LIMITATIONS ON USE OF STIPULATION

5 1. No Admission.

6 Neither the acceptance by Sprint of the terms of this Stipulation nor any of the related
7 negotiations or proceedings constitutes an admission with respect to the merits of the claims alleged
8 in the Complaint, the validity of any claims that could have been asserted by any of the Class
9 Members in the Complaint, the liability of Sprint in the Action, or the validity, legality, or fairness
10 of the ETF. Sprint specifically denies any liability or wrongdoing of any kind associated with the
11 claims alleged in the Action. Neither the acceptance by Plaintiffs and the Class Members of the
12 terms of this Stipulation nor any of the related negotiations or proceedings constitutes an admission
13 with respect to the claims alleged in the Action.

14 2. Limitations on Use.

15 This Stipulation shall not be used, offered, or received into evidence in the Action for any
16 purpose other than to enforce, to construe, or to finalize the terms of the Stipulation and/or to obtain
17 the preliminary and final approval by the Court of the terms of the Stipulation. Neither this
18 Stipulation nor any of its terms shall be offered or received into evidence in any other action or
19 proceeding, except as may be required to assert collateral estoppel and res judicata per the terms of
20 this Stipulation and Final Approval Order And Judgment.

21 ARTICLE VIII – MISCELLANEOUS PROVISIONS

22 1. Confidentiality Agreement.

23 The Parties agree that, prior to the provision of information to the Settlement Administrator,
24 Class Counsel, counsel for Sprint, and the Settlement Administrator will execute the
25 “Confidentiality Agreement Relating to Stipulation,” to be agreed upon by the Parties, pertaining to
26 information and documents provided, or to be provided, to the Settlement Administrator by Sprint.
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2. No Assignment.

Plaintiffs and Class Members who file a Claim represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that they herein release.

3. Binding On Assigns.

This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

4. Captions.

Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation or any provision hereof. Each term of this Stipulation is contractual and not merely a recital.

5. Construction.

The Parties agree that the terms and conditions of this Stipulation are the result of lengthy, intensive arms-length negotiations between the Parties and that this Stipulation shall not be construed in favor of or against any Party by reason of the extent to which any Party, or his or its counsel, participated in the drafting of this Stipulation.

6. Counterparts.

This Stipulation and any amendments hereto may be executed in one or more counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. A facsimile or PDF signature shall be deemed an original for all purposes.

7. Governing Law.

Construction and interpretation of the Stipulation shall be determined in accordance with the laws of the State of California, without regard to the choice-of-law principles thereof.

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8. Integration Clause.

This Stipulation, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Stipulation other than those expressly set forth in this Stipulation. This Stipulation supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Stipulation may not be changed, altered or modified, except in a writing signed by the Parties and approved by the Court. This Stipulation may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

9. Jurisdiction.

The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment, with respect to enforcement of the terms of this Settlement, and all Parties and Class Members submit to the jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

10. Parties' Authority.

The signatories hereto represent that they are fully authorized to enter into this Stipulation and bind the Parties to the terms and conditions hereof.

11. Receipt Of Advice Of Counsel.

The Parties acknowledge, agree, and specifically warrant to each other that they have read this Stipulation, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

12. Waiver Of Compliance.

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon compliance with any representation, warranty, covenant, agreement,

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or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13. Terms and Conditions Not Superseded.

Nothing in this Stipulation abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Sprint and its customers, or to the services provided by Sprint and purchased by its customers.

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IN WITNESS WHEREOF, COUNSEL OF RECORD FOR THE PARTIES HAVE
EXECUTED THIS STIPULATION ON THE DATES SET FORTH BELOW:

BURSOR & FISHER, P.A.

DATED: May 10, 2016

By



SCOTT A. BURSOR

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

DATED:

By

ALAN R. PLUTZIK

FRANKLIN & FRANKLIN

DATED:

By

J. DAVID FRANKLIN

Co-Lead Class Counsel

DATED:

SPRINT SPECTRUM, L.P.

By

A. BROOKS GRESHAM

Its Counsel of Record

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* * * * *

IN WITNESS WHEREOF, COUNSEL OF RECORD FOR THE PARTIES HAVE
EXECUTED THIS STIPULATION ON THE DATES SET FORTH BELOW:

BURSOR & FISHER, P.A.

DATED:

By _____
SCOTT A. BURSOR

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

DATED: 5/10/16

By  _____
ALAN R. PLUTZIK

FRANKLIN & FRANKLIN

DATED: 5/10/16

By  _____
J. DAVID FRANKLIN

Co-Lead Class Counsel

DATED: 5/10/16

SPRINT SPECTRUM, L.P.

By  _____
A. BROOKS GRESHAM

Its Counsel of Record

EXHIBIT A

1 BURSOR & FISHER, P.A.
2 Scott A. Bursor (State Bar No. 276006)
3 888 Seventh Avenue
4 New York, NY 10019
5 Telephone: (212) 989-9113
6 scott@bursor.com

7 Plaintiffs/Cross-Defendants' Lead Trial
8 Counsel and Executive Committee Member

9 KELLEY DRYE & WARREN LLP
10 Joseph A. Boyle
11 One Jefferson Road, 2nd Floor
12 Parsippany, NJ 07054
13 Phone: (973) 503-5900
14 Fax: (973) 503-5950

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

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF ALAMEDA

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

21 Plaintiffs and Cross-Defendants,

22 vs.

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

24 Defendants and Cross-
25 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
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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.

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

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

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

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

19 **IT IS SO ORDERED.**

20
21 Dated:

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

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

EXHIBIT B

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Phone: (973) 503-5900
Fax: (973) 503-5950

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

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] FINAL APPROVAL ORDER
AND JUDGMENT**

CLASS ACTION

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

1 WHEREAS, on _____, a Preliminary Approval Order (the “Preliminary Approval
2 Order”) was entered by this Court, preliminarily approving the proposed settlement of the Action
3 pursuant to the terms of the Stipulation of Settlement and directing that notice be given to the
4 members of the Class;

5 WHEREAS, on _____, the Court issued a further Order establishing the dates of the
6 Final Approval Hearing and deadline dates for requests for exclusions and objections;

7 WHEREAS, pursuant to the Parties’ plan for providing notice to the Class (the “Notice
8 Plan”), the Class received notice by mailing of a summary notice to certain Class Members, by
9 email to those Class Members for whom third-party email addresses were available, by Internet
10 publication and through Internet banner ads of the terms of the proposed Settlement and of a Final
11 Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Stipulation
12 of Settlement are fair, reasonable and adequate for the release of the Class Released Claims against
13 the Sprint Released Parties; (2) whether and in what amount incentive awards should be paid to the
14 Class Representatives; (3) whether judgment should be entered dismissing the Third Consolidated
15 Amended Complaint with prejudice;

16 WHEREAS, Class Members were therefore notified of their right to appear at the hearing
17 in support of or in opposition to the proposed Settlement;

18 WHEREAS, a Final Approval Hearing was held on _____; and

19 WHEREAS, prior to the Final Approval Hearing, proof of completion of the Notice Plan
20 was filed with the Court, along with a declaration or declarations of compliance as prescribed in
21 the Preliminary Approval Order,

22 NOW, THEREFORE, the Court, having heard the presentations of Co-Lead Class Counsel
23 and Defendant’s Counsel, having reviewed all of the submissions presented with respect to the
24 proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, it is
25 hereby ORDERED, ADJUDGED and DECREED THAT:
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1 1. The capitalized terms used in this Final Approval Order and Judgment shall
2 have the same meaning as defined in the Stipulation except as may otherwise be ordered.

3 2. The Court has jurisdiction over the subject matter of this Action and over all
4 claims raised therein and all Parties thereto, including the Class.

5 3. This Final Approval Order shall bind all persons falling within the definition
6 of the Class, except for _____ [NAME AND ADDRESS], who validly and timely
7 requested exclusion from the Class following the certification of the Class in 2006 and the
8 subsequent dissemination of notice thereof or in response to the additional opportunity to request
9 exclusion in connection with the Settlement.

10 4. The Court finds that the Notice Plan set forth in Article ____ of the
11 Stipulation and effectuated pursuant to the Preliminary Approval Order constitutes the best notice
12 practicable under the circumstances and shall constitute due and sufficient notice to the Class of the
13 Settlement, the terms of the Stipulation, and the Final Approval Hearing, and satisfies the
14 requirements of California law and federal due process of law.

15 5. The Settlement, as set forth in the Stipulation, is in all respects fair,
16 reasonable, adequate and in the best interests of the Class, and it is approved. The Parties shall
17 effectuate the Stipulation according to its terms. The Stipulation and every term and provision
18 thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of
19 an Order of this Court.

20 6. Upon the Effective Date, the Class Representatives and all Class Members,
21 except those identified in Paragraph 3, who those who validly and timely requested exclusion, shall
22 have, by operation of this Order and Final Judgment, fully, finally and forever released,
23 relinquished, and discharged all Sprint Released Parties from all Class Released Claims pursuant to
24 Article IV of the Settlement Agreement, and Sprint shall have, by operation of this Order and Final
25 Judgment, fully, finally and forever released, relinquished, and discharged all Class Released
26 Parties from all Sprint Released Claims.

27 7. Class Members, including the Class Representatives, and the successors,
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1 assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently barred
2 and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity,
3 any Class Released Claim against any of the Sprint Released Parties. Sprint and its successors,
4 assigns, parents, subsidiaries, affiliates or agents of any of them, is hereby permanently barred and
5 enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any
6 Sprint Released Claim against any of the Class Released Parties.

7 8. This Final Approval Order and Judgment, the Stipulation, the Settlement
8 which it reflects, and any and all acts, statements, documents or proceedings relating to the
9 Settlement are not, and shall not be construed as, or used as an admission by or against Sprint
10 Released Parties and Class Released Parties of any fault, wrongdoing, or liability on their part, or
11 of the validity of any Class Released Claim or Sprint Released Claim or of the existence or amount
12 of the Class's or Sprint's damages.

13 9. Judgment is hereby entered, pursuant to § 9 of the Federal Arbitration Act, 9
14 U.S.C. § 9, confirming the Arbitrator's Fee and Expense Award, which is attached hereto as
15 Exhibit __.

16 10. The payments required under the Stipulation shall be made in the manner
17 and at the times set forth in the Stipulation.

18 11. Except as otherwise provided in this Order and in the Arbitrator's Fee
19 Award entered pursuant to the Stipulation, the parties shall bear their own costs and attorneys' fees.
20 Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over
21 the implementation of the Settlement, including enforcement and administration of the Settlement
22 Agreement, including any releases in connection therewith, and any other matters related or
23 ancillary to the foregoing.

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25 **IT IS SO ORDERED.**
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Dated: _____

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

EXHIBIT C

EXHIBIT C

Acknowledgement & Guarantee

I, the undersigned, acknowledge and agree as follows on behalf of the firm of

_____ (the "Firm"):

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Ramzy Ayyad et al. v. Sprint Spectrum, L.P.*, Alameda County Superior Court, No. RG03-121510, ("Settlement Agreement") and understand its terms. I represent and warrant that I am authorized to execute this agreement on the Firm's behalf and to bind the firm to the obligations set forth herein, and I make this Acknowledgement & Guarantee on behalf of the Firm.

The Firm understands and agrees that any amount received by the Firm pursuant to the Settlement Agreement is subject to repayment to Sprint Spectrum, L.P. ("Sprint") in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the Parties, the Firm will reimburse to Sprint all sums received by the Firm as attorneys' fees and costs pursuant to the Settlement Agreement. By receiving any such sums, the Firm and its shareholders and/or partners submit to the jurisdiction of the Superior Court of the State of California, for the County of Alameda for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

The Firm further agrees to indemnify, defend, and hold harmless Sprint and its attorneys from any and all claims and disputes of any kind relating to Sprint's payment of attorneys' fees to the Firm and/or to other attorneys for the plaintiffs pursuant to the Settlement Agreement.

Date:

By: _____

EXHIBIT D

ADDENDUM D -- ARBITRATION

The Fee and Expense Arbitration shall be conducted in accordance with the American Arbitration Association's Commercial Arbitration Rules, modified as follows:

- D1. No claim may be asserted other than the claim of Co-Lead Class Counsel, on their own behalf and on behalf of Counsel for Plaintiffs and the Class, for a determination of the amount of the amount of the fees, costs and expenses, including expert witness fees, of Co-Lead Class Counsel and counsel for Plaintiffs and the Class which are reasonable and to which they are entitled under California law.
- D2. The arbitration shall be governed by California law.
- D3. Pursuant to Rule R-1(b), the parties agree that the Expedited Procedures shall apply. Pursuant to Rule R-1(c), the parties agree that the Procedures for Large, Complex Commercial Disputes shall not apply.
- D4. The arbitration will not be administered by AAA. Instead, the parties will agree on the selection and appointment of an arbitrator, and will retain the arbitrator directly. In doing so, neither side will communicate with the arbitrator directly concerning the matter, except in writing simultaneously copied to the other party, or alternatively, in the presence of the other party (for example, a conference call on which both sides are on the line). If the parties have not agreed on the selection of an arbitrator prior to the entry of the preliminary approval order, any party may request that the Hon. Robert B. Freedman propose 3 candidates from the AAA Class Arbitration Roster. Such request must be made by email with a copy to counsel for the adverse party. Each side may strike one of the 3 candidates, and must communicate the strike, if any, by email to Judge Freedman within 48 hours. The email communicating the strike, if any, need not be copied to the other parties. If only one candidate remains, that candidate shall be the arbitrator. If two or more candidates remain, Judge Freedman shall select the arbitrator from the remaining candidates.
- D5. All submissions shall be served by email only, and service shall be effective upon the date of transmission of the email, except that materials which cannot be emailed may be served by federal express or by electronic file transfer protocol.
- D6. There shall be no discovery or exchange of information, pursuant to Rule R-22, or otherwise.
- D7. No evidence may be submitted except the following:
 - a. Pleadings, motions, briefs, exhibits, deposition, trial and/or hearing transcripts and exhibits, verdicts, court orders, settlements, dockets, appellate decisions, expert reports, and/or other evidentiary materials

already submitted to, in the possession of, or available to the court in the coordinated proceedings of JCCP 4332, and/or Ramzy Ayyad v. Sprint Spectrum, L.P., et al., Case No. RG034-121510, Superior Court of the State of California, Alameda County (the *Ayyad* Case), or any of the appellate proceedings related thereto;

- b. Materials already exchanged in discovery in the *Ayyad* Case;
- c. Orders of Courts in similar cases, including, but not limited to, *Larson v. Sprint Nextel* and cases involving similar claims against other carriers;
- d. The billing and expense records of Co-Lead Class Counsel and other counsel for Plaintiffs and the Class, or summaries thereof;
- e. Evidence directly relating to the reasonableness of the hourly rates of Co-Lead Class Counsel and other counsel for Plaintiffs and the Class; or
- f. Declarations of counsel concerning their work on the *Ayyad* Case, and the reasonableness of the fees and expenses they are seeking or opposing.

D8. No written demand for arbitration or any other form of pleading shall be required or permitted. The only written submissions shall be as follows:

- a. Within 30 days after Preliminary Approval of the settlement, the parties shall simultaneously submit a brief of not more than 40 pages, together with any supporting declarations and exhibits.
- b. Within 45 days after Preliminary Approval of the settlement, the parties shall simultaneously submit a brief of not more than 40 pages.
- c. Within 60 days after Preliminary Approval of the settlement, the arbitration hearing shall be held.
- d. The parties shall not present, and the Arbitrator shall not consider, any evidence other than that submitted in accordance with D7a through D7e, above.

D9. No live testimony shall be permitted at the hearing; the matter shall be decided upon the written submissions and the arguments of counsel.

D10. The Arbitrator shall conduct a bracketed (or high-low) arbitration, bracketed between \$17,000,000 and \$20,000,000, per Article III (3) of the Stipulation of Settlement. The parties consent that the Arbitrator shall be so informed.

- D11. The arbitration hearing shall be concluded on the same day it is commenced. The Arbitrator shall render a written award within 5 business days after the conclusion of the hearing.
- D12. All written submissions shall be used for purposes of this arbitration only, and shall not be used for any other purpose in the *Ayyad* Case or any other matter. The parties agree that documents submitted that are subject to any confidential designation shall retain such designation and protections pursuant to the (cite protective order entered).
- D13. Upon appointment the proposed Arbitrator shall sign an oath stating that he or she will fairly and impartially decide this arbitration in accordance with these rules, and on the schedule provided for herein.
- D14. The arbitrator shall have no jurisdiction to address any matter other than to make a determination of the amount of the fees, costs and expenses, including expert witness fees, of Co-Lead Class Counsel and other counsel for Plaintiffs and the Class which are reasonable and to which they are entitled.