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11
12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**

14
15 RAMZY AYYAD et al., Individually and
On Behalf of the Sprint Payer Class,
16
17 Plaintiff and Cross- Defendants,
18
19 v.
20 SPRINT SPECTRUM, L.P. et al.,
21
22 Complainants.

CASE NO.: RG03121510
**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

1
2 PLEASE TAKE NOTICE that the Final Approval Order and Judgment, attached hereto as
3 Exhibit A, was entered on December 16, 2016.

4
5 Dated: January 23, 2017

6
7 BRAMSON, PLUTZIK, MAHLER & BIRKHAUSER, LLP

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9
10 

11 By: _____
12 Alan R. Plutzik

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Bramson, Plutzik, Mahler & Birkhaeuser, LLP, 2125 Oak Grove Road, Suite 120, Walnut Creek, California 94598. January 24, 2017, I served the within documents:

• NOTICE OF ENTRY OF ORDER AND JUDGMENT

<input checked="" type="checkbox"/>	By placing a copy of the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Walnut Creek, California addressed as set forth below.
<input type="checkbox"/>	By facsimile transmission on that date. This document was transmitted by using a Canon LC 710 facsimile machine that complies with California Rules of Court Rule 2003(3), telephone number (925) 945-8792. The transmission was reported as complete and without error.
<input type="checkbox"/>	By causing personal delivery of a copy of the document(s) listed above to the person(s) addressed as set forth below.
<input type="checkbox"/>	By depositing a true copy of the same enclosed in a sealed envelope with delivery fees provided for a Federal Express pick up box or office designated for overnight delivery, and addressed as set forth below.
<input checked="" type="checkbox"/>	By e-mail transmission on that date. These documents were transmitted via e-mail to the following e-mail addresses as set forth below.

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<p>Anthony A. Ferrigno, Esq. 1116 Ingleside Avenue Athens, TN 37303 Facsimile: (423) 746-152 A-trust-fraudlaw@msn.com</p>	<p>J. David Franklin, Esq. Franklin & Franklin 402 W Broadway Ste 1140 San Diego, CA 92101 (858) 229-4441 jdfranklaw@san.rr.com</p>
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I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on January 24, 2017 at Walnut Creek, California.



Kristine Kahey

EXHIBIT

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

FILED
ALAMEDA COUNTY

DEC 16 2016

CLERK OF THE SUPERIOR COURT

By  Deputy

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

~~[AMENDED PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT

CLASS ACTION

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

~~[AMENDED PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

1 WHEREAS, on May 17, 2016, a Preliminary Approval Order (the "Preliminary Approval
2 Order") was entered by this Court, preliminarily approving the proposed settlement of the Action,
3 as defined in and pursuant to the terms of the Amended Stipulation of Settlement (the "Amended
4 Stipulation"), and directing that notice be given to the members of the Class;

5 WHEREAS, on September 20, 2016, the Court issued a further Order establishing the
6 dates of the 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 Amended
12 Stipulation 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
14 the Class Representatives; (3) whether judgment should be entered dismissing the Third
15 Consolidated Amended Complaint with prejudice;

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

18 WHEREAS, a Final Approval Hearing was held on December 9, 2016; 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 the
21 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:

26 1. The capitalized terms used in this Final Approval Order and Judgment shall
27 have the same meaning as defined in the Amended Stipulation except as may otherwise be ordered.
28

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

3 3. This Final Approval Order shall bind all persons falling within the definition of
4 the Class, except for those Class Members who validly and timely requested exclusion from the Class
5 following the certification of the Class in 2006 and the subsequent dissemination of notice thereof or
6 in response to the additional opportunity to request exclusion in connection with the Settlement, a
7 complete list of whom is attached hereto as Exhibit A.

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

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

18 6. Upon the Effective Date, the Class Representatives and all Class Members,
19 except those identified in Paragraph 3, who validly and timely requested exclusion, shall have, by
20 operation of this Order and Final Judgment, fully, finally and forever released, relinquished, and
21 discharged all Sprint Released Parties from all Class Released Claims pursuant to Article IV of the
22 Amended Stipulation; and Sprint shall have, by operation of this Order and Final Judgment, fully,
23 finally and forever released, relinquished, and discharged all Class Released Parties from all Sprint
24 Released Claims, and judgment of dismissal of the entire Action, including all cross-actions and
25 claims, is hereby entered with prejudice as to all Parties, Class Representatives and Class Members.

26 7. Class Members, including the Class Representatives, and the successors,
27 assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently barred and
28 enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any

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

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

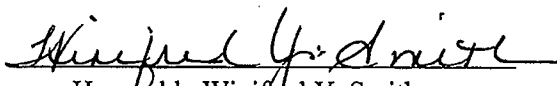
11 9. To the extent not encompassed in the judgment described in Paragraph 6,
12 above, judgment is hereby entered, pursuant to § 9 of the Federal Arbitration Act, 9 U.S.C. § 9,
13 confirming the Arbitrator's Fee and Expense Award, which is attached hereto as Exhibit B.

14 10. The payments required under the Amended Stipulation shall be made in the
15 manner and at the times set forth in the Amended Stipulation.

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

22 **IT IS SO ORDERED, except as otherwise stated in the order of December 13, 2016.**

23
24 Dated: December 16, 2016


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