

**AN IMPORTANT NOTICE FROM THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY ABOUT A CLASS ACTION SETTLEMENT INVOLVING SPRINT, NEXTEL AND/OR SPRINT NEXTEL**

**PLEASE DO NOT CONTACT SPRINT NEXTEL OR THE COURT FOR INFORMATION**

**Para ver este aviso en español, visita [www.sprintetfsettlement.com](http://www.sprintetfsettlement.com)**

A proposed national settlement has been reached in a class action proceeding alleging that the flat-rate early termination fee ("ETF") of various direct and indirect operating subsidiaries of Sprint Nextel Corporation ("Sprint Nextel") violates the Federal Communications Act and consumer protection laws of the states and territories of the United States. The case is entitled Larson, et al. v. Sprint Nextel Corporation, et al., Civ. Action No. 2:07-cv-05325 (JLL-ES) (the "Action"). You may be a member of the Settlement Class whose rights are affected by this lawsuit. The sole purpose of this notice is to inform you of the Settlement Agreement so that you may decide what steps to take in relation to it.

The parties have engaged in comprehensive settlement negotiations and information exchange. Following the parties' negotiations, the parties have reached an agreement (the "Settlement Agreement") providing for the settlement of the Action, and all claims related to Sprint's, Nextel's and/or Sprint Nextel's use of flat-rate ETFs and term agreements in consumer agreements for wireless services. Defined terms, other than those defined in this notice, shall have the meaning set forth in the Settlement Agreement. A copy of the Settlement Agreement is posted on this website. You should read the Settlement Agreement in addition to this Notice. The Court has certified a class (the "Settlement Class"), for settlement purposes only, consisting of:

All Persons in the United States who are or were parties to a personal fixed-term subscriber agreement for a Sprint, Nextel and/or Sprint Nextel Wireless Service Account for personal or mixed business/personal use, whether on the Sprint CDMA network or Nextel iDEN network, or both, **excluding accounts** for which the responsible party for the Wireless Service Account is a business, corporation or a governmental entity, entered into between July 1, 1999 and December 31, 2008 and whose claims relate in any way to an Early Termination Fee or use of an Early Termination Fee in a fixed-term subscriber agreement, and/or use or propriety of a fixed-term subscriber agreement whether the term was for the initial fixed-term subscriber agreement or subsequent extensions or renewals to the fixed-term subscriber agreement for whatever reason and/or who were charged by or paid an Early Termination Fee to Sprint, Nextel and/or Sprint Nextel, **excluding only** the Ayyad Class Claims and Persons whose right to sue Sprint, Nextel and/or Sprint Nextel as a Settlement Class Member is otherwise barred by a prior settlement agreement and/or prior final adjudication on the merits. The Settlement Class includes Persons who were subject to an ETF, whether or not they paid any portion of the ETF either to Sprint, Nextel and/or Sprint Nextel or to any outside collection agency or at all, and includes persons who are prosecuting excluded claims to the extent such persons have claims other than those expressly excluded. Also excluded from the Class are members of the judiciary, Defendants, any entity in which they have a controlling interest, and their officers and directors, and the members of their immediate families are excluded.

Class Counsel (listed below) believe that the claims asserted in the Action have merit, but that the settlement, described below, is in the best interests of the Settlement Class. Class Counsel have evaluated information made available in the course of the Action and settlement negotiations and have taken into account the risks and uncertainties of proceeding with this litigation. Those risks include the uncertainty of prevailing on the merits, proving substantial damages at trial, and prevailing on post-trial motions and likely appeals. Based upon their consideration of these factors, and on the substantial time and expense that will be incurred, Class Counsel believe it is in the best interests of the Settlement Class to settle the Action and the Class-Released Claims on the terms described below.

Sprint Nextel denies any wrongdoing and does not believe that it has any liability to the Class Representatives or the Settlement Class. However, Sprint Nextel believes that it is in its best interest to settle the Action, under the terms of the Settlement Agreement and obtain closure on these matters for the purpose of avoiding the uncertainties, expense of, and diversion of business resources resulting from further litigation.

This notice does not imply that there have been or would be any findings of violation of the law by Sprint Nextel or that recovery could be had in any amount if the Action were not settled.

### **TERMS OF THE PROPOSED SETTLEMENT**

The following is a summary of pertinent provisions of the Settlement Agreement and is not a complete statement of the settlement or of the Action. The entire Settlement Agreement is posted on this website. You should read the Settlement Agreement in addition to this Notice. To take effect, this Settlement must be approved by the Court.

#### **Common Fund**

Sprint Nextel has agreed to pay \$14 million into a Common Fund. Sprint Nextel will also provide up to \$3.5 million in Non-Cash Benefits. The Common Fund shall be distributed to Claimants after deduction of attorney's fees, incentive awards, and costs of notice and administration of the settlement. Under Plaintiffs' proposal, Settlement Class Members submitting an Approved Claim will receive either the full or a pro rata distribution as follows:

#### **Category I. – Claimants Who Paid an ETF (Other Than Category III or IV Class Members):**

A. Those Claimants who had a two-year term contract and terminated within the first six months of that contract term, and show sufficient proof that they paid an ETF including signing under penalty of perjury, shall be entitled to a payment of \$25 from the Common Fund; or to the extent such Settlement Class Members desire to activate a new service line with Sprint Nextel: (i) a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber; and (ii) 100 free bonus minutes per month for the first year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

B. Those Claimants who had a one-year term contract and terminated within the first three months of that contract term, and show sufficient proof that they paid an ETF including signing under penalty of perjury, shall be entitled to a payment of \$25 from the Common Fund; or to the extent such Settlement Class Members desire to activate a new service line with Sprint Nextel: (i) a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber; and (ii) 100 bonus minutes per month for the first year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

C. Those Claimants who had a two-year term contract and terminated at any time between the seventh to the twenty fourth month of that contract term, and show sufficient proof that they paid an ETF including signing under penalty of perjury, shall be entitled to a payment of \$90 from the Common Fund; or to the extent such Settlement Class Members desire to activate a new service line with Sprint Nextel: (i) a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber; and (ii) 100 bonus minutes per month for the first year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

D. Those Claimants who had a one-year term contract and terminated within the fourth to twelfth month of that contract term, and show sufficient proof that they paid an ETF including signing under penalty of perjury, shall be entitled to a payment of \$90 from the Common Fund; or to the extent such Settlement Class Members desire to activate a new service line with Sprint Nextel: (i) a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber; and (ii) 100 bonus minutes per month for the first

year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

E. Those Claimants who cannot show sufficient proof that they paid an ETF, but sign under penalty of perjury that they paid an ETF will receive \$25 cash payment; or to the extent such Settlement Class Members desire to activate a new service line with Sprint Nextel: (i) waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two year contract to become a Sprint Nextel subscriber and; (ii) 100 free bonus minutes per month for the first year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

**Category II. - Claimants Who Were Charged an ETF But Did Not Pay the ETF:**

A. Those Claimants who had a two-year term contract and terminated within the first six months of that contract term, and show sufficient proof that they were charged an ETF, including signing under penalty of perjury, shall be entitled to \$25 in credit relief, if the debt owed to Sprint Nextel is still owned by Sprint Nextel; or to the extent such Settlement Class Members desire to activate a new service line with Sprint Nextel: (i) a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber; and (ii) 100 free bonus minutes per month for the first year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

B. Those Claimants who had a one-year term contract and terminated within the first three months of that contract term, and show sufficient proof that they were charged an ETF, including signing under penalty of perjury, shall be entitled to \$25 in credit relief, if the debt owed to Sprint Nextel is still owned by Sprint Nextel; or to the extent such class members desire to activate a new service line with Sprint Nextel: (i) a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber; and (ii) 100 free bonus minutes per month for the first year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

C. Those Claimants who had a term contract and terminated after the seventh month of a two year term or terminated after the fourth month of a one year term, and show sufficient proof that they were charged an ETF, including signing under penalty of perjury, shall be entitled to (i) a \$90 credit, if the debt owed to Sprint Nextel is still owned by Sprint Nextel, or (ii) to the extent such Settlement Class Members desire to active a new line of service with Sprint Nextel: (i) a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber; and (ii) 100 free bonus minutes per month for the first year of that two-year contract (that will not roll over). All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

D. Those Claimants who had a term contract and would otherwise be eligible to receive a benefit under Categories II (A), (B) or (C) or III (B) but whose debt is no longer owned by Sprint Nextel, or cannot show sufficient proof that they were charged an ETF, but sign under penalty of perjury that they were charged, shall be entitled to either: (i) to the extent such class members desire to activate a new service line with Sprint Nextel, a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in

connection with obtaining a new two-year contract to become a Sprint Nextel subscriber and 100 bonus minutes per month for the first year of that two-year contract (that will not roll over); or (ii) a 90 minute Sprint Nextel prepaid Long Distance Calling PIN to be purchased out of the Common Fund. All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

**Category III. - Claimants Who Claim Their Wireless Term Contract(s) Including Amendments, Changes and/or Extensions to the Contract(s) or the Assessment or Potential Assessment of an ETF, is Improper, Invalid, Unlawful or Otherwise Unenforceable For Any Reason Whatsoever:**

A. Those Claimants who were charged and paid an ETF, and show sufficient proof that they paid an ETF, including signing under penalty of perjury, shall be entitled to either: (i) to the extent such Settlement Class Members desire to activate a new line of service with Sprint Nextel, a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber, and 100 bonus minutes per month for the first year of that two-year contract (that will not roll over); or (ii) a \$90 cash payment. All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

B. Those Claimants who were charged and did not pay an ETF, and show sufficient proof that they were charged an ETF, including signing under penalty of perjury, shall be entitled to either: (i) to the extent such Settlement Class Members desire to activate a new line of service with Sprint Nextel, a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber and 100 bonus minutes per month for the first year of that two-year contract (that will not roll over); or (ii) a \$90 credit, if the debt owed to Sprint Nextel is still owned by Sprint Nextel. All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

C. Those Claimants who did not terminate their Wireless Service Account agreements early and were not charged an ETF, and either show sufficient proof that they attempted to terminate under penalty of perjury or Sprint Nextel's records corroborate this fact, but remained a customer for the sole reason of avoiding an ETF charge shall be entitled either: (i) \$35 cash payment; or (ii) if the Settlement Class Member is a current Sprint Nextel subscriber, 30 anytime bonus minutes per month (that will not rollover) for one year.

**Category IV. - Claimants Whose Claim Arises After Notice to The Class But Before January 1, 2011:**

A. Any Settlement Class Member who is party to a term contract with a flat-rate ETF for a Wireless Service Account that was entered into before January 1, 2009 and who did not submit a Claim Form to claim a benefit before the expiration of the Claim Period, but however, swears under penalty of perjury that they were harmed as a result of the flat-rate ETF will be entitled to submit a Claim Form before January 1, 2011 and obtain either: (i) a Sprint Nextel prepaid 90 minute Long Distance Calling PIN to be purchased out of the Common Fund; (ii) to the extent such Settlement Class Member desires to activate a new line of service with Sprint Nextel, a waiver of the approximately \$36 activation fee normally charged by Sprint Nextel in connection with obtaining a new two-year contract to become a Sprint Nextel subscriber and 100 free bonus minutes per month for the first year of that two-year contract (that will not roll over); or (iii) 300 free text messages per month for six months for an existing or new line of service. All Approved Claims to activate a new service line will be subject to Sprint Nextel's standard terms and conditions of service, credit approval policies, and available service plans.

## **Prospective Relief**

Sprint Nextel has agreed to not insert a flat-rate ETF provision into its consumer service agreement for personal Wireless Service Accounts in the United States for 24 months. Sprint Nextel consumer agreements, initiated after November 3, 2008 have pro-rated ETFs, and the settlement does not require Sprint Nextel to modify those contracts or pro-rate policy.

## **Attorney's Fees and Costs**

Class Counsel will request the Court award them up to 33% of the benefit conferred in attorneys' fees, expenses, and reimbursement of their costs, and the following individuals are seeking incentive awards of \$3,000 each: Judy Larson, Joe Millron, Tessie Robb and Willie Davis. Attorney's fees, expenses, reimbursement of costs, incentive awards, claims administration, and notice costs are to be deducted from the Common Fund.

## **Release of Claims Against Sprint Nextel**

If the Settlement is approved by the Court, Settlement Class Members who have not filed a valid and timely Request for Exclusion shall be forever barred from asserting against Sprint Nextel any and all actions, causes of action, claims, demands, liabilities, obligations, damage claims, restitution claims, injunction claims, declaratory relief claims, fees, costs, sanctions, proceedings and/or rights of any nature and description whatsoever, whether legal or equitable, including, without limitation, violations of any state or federal statutes and laws, rules or regulations, including but not limited to 47 U.S.C. § 201, Ala. Code § 8.19-1 et seq. (Alabama); Alaska Stat. § 45.50.471 et seq. (Alaska); Ariz. Rev. Stat. Ann. § 44-1521 et seq. (Arizona); Ark. Code Ann. § 4-88-101 et seq. (Arkansas); Cal. Civ. Code § 1671, Cal. Bus. & Prof. Code § 17200 et seq., Cal. Bus. & Prof. Code § 17500 et seq., Cal. Civ. Code § 1750 et seq. (California); Colo. Rev. Stat. § 6-1-105 et seq. (Colorado); Conn. Gen. Stat. § 42-110a (Connecticut); Del. Code Ann. Tit. 6, § 2511 et seq. (Delaware); D.C. Code Ann. § 28-3901 et seq. (District of Columbia); Fla. Stat. Ann. § 501.201 et seq. (Florida); Ga. Code Ann. § 10-1-390 et seq. (Georgia); Haw. Rev. Stat. § 481A-1 et seq. and Haw. Rev. Stat. § 480-1 et seq. (Hawaii); Idaho Code § 48-601 et seq. (Idaho); Kan. Stat. Ann. § 50.623 et seq. (Kansas); Ky. Rev. Stat. § 367.11.0 et seq. (Kentucky); La. Rev. Stat. Ann. § 51:1401 et seq. (Louisiana); Me. Rev. Stat. Ann. Tit. 5, § 205-A et seq. (Maine); Md. Com. Law Code Ann. § 13-101 et seq., Md. Com. Law Code Ann. § 13-301 et seq., Md. Com. Law Code Ann. § 13-408 et seq. (Maryland); Mass Gen. L. ch. 93A, § et seq. (Massachusetts); Mich. Stat. Ann. § 445.901 et seq., Mich. Stat. Ann. § 19.418(1) et seq. (Michigan); Minn. Stat. § 325F.68 et seq., Minn. Stat. §.8.31 (Minnesota); Miss. Code Ann. § 75-24-3 et seq. (Mississippi); Mo. Rev. Stat. § 407.010 et seq. (Missouri); Mont. Code Ann. § 30-14-101 et seq. (Montana); Neb. Rev. Stat. § 59-1601 et seq. (Nebraska); Nev. Rev. Stat. § 41.600 and Nev. Rev. Stat. § 598.0903 et seq. (Nevada); N.H. Rev. Stat. Ann. § 358:1 et seq. (New Hampshire); N.J. Rev. Stat. § 56:8-1 et seq., N.J. Rev. Stat. § 56:12-1 et seq. (New Jersey); N.M. Stat. Ann. § 57-12-1 et seq. (New Mexico); N.Y. Gen. Bus. Law. § 349 et seq., (New York); N.C. Gen. Stat. § 75-1 et seq. (North Carolina); N. D. Cent. Code § 51-15-01 et seq. (North Dakota); Ohio Rev. Code Ann. § 1345.01 et seq. (Ohio); Okla. Stat. Tit. 15, § 751 et seq. (Oklahoma); Ore. Rev. Stat. § 646.605 et seq. (Oregon); Penn. Stat. § 201-1 et seq. (Pennsylvania); R.I. Gen. Laws § 6-13.1:1 et seq. (Rhode Island); S.C. Code Ann. § 39-5-10 et seq. (South Carolina); S.D. Codified Laws Ann. § 37-24.1 et seq. (South Dakota); Tenn. Code Ann. § 47-18-101 et seq. (Tennessee); Tex. Bus. & Comm. Code Ann. § 17.41 et seq. (Texas); Vt. Stat. Ann. Tit. 9, § 2451 et seq. (Vermont); Va. Code Ann. § 59.1-196 et seq. (Virginia); Wash. Rev. Code § 19.86.010 et seq. (Washington); W.Va. Code § 46A-6-101 et seq. (West Virginia); and Wyo. Stat. § 40;12-101 et seq. (Wyoming), or principles of common law, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, claims, and/or theories raised in or that could have been raised in the Action or the Related Claims, excepting only the Ayyad Class Claims and claims in the Related Claims that are not based upon or arise out of the ETF-Related Claims. The term "Class Released Claims" includes the ETF-Related Claims (collectively, the "Class Released Claims").

## **YOUR RIGHTS TO PARTICIPATE IN, EXCLUDE YOURSELF FROM, OR SUBMIT A CLAIM FORM:**

### **I. IF YOU DESIRE TO SUBMIT A CLAIM FORM TO SEEK A BENEFIT FROM THE SETTLEMENT**

The Settlement Administrator shall maintain a website for the settlement ([www.sprintetfsettlement.com](http://www.sprintetfsettlement.com)), which enables the filing of Claim Forms online, and shall maintain a toll-free telephone number (800-916-6940) for potential Settlement Class Members to obtain information regarding the Settlement and regarding filing a Claim Form.

Potential Settlement Class Members shall be given the option of completing the Claim Form online or submitting the Claim Form by mail. The Settlement Administrator shall identify duplicate Claim Forms using reasonable means (such as the use of unique identifying members on each Claim Form) and shall object to the acceptance of any such Claim Forms as set forth below.

For Persons claiming a Cash Benefit or Non-Cash Benefit, the Settlement Administrator shall require sufficient proof supporting a claim to meet a preponderance of evidence standard, and shall categorize the claims depending upon the type of claim and quality of proof provided, in accordance with the Settlement Agreement. The information required to make an Approved Claim is as set forth in the settlement benefit rules in the Settlement Agreement, and such information shall include the sworn verification of the Claimant, identifying information (name, account number, address, telephone number for the qualifying Wireless Service Account line of service for which a settlement benefit is being claimed), ETF amount charged or paid by the Claimant (if any), and year that the ETF was charged or paid by the Claimant (if any), monetary harm suffered by the Claimant, if any, and when and how the claimant attempted to terminate service, if applicable. Persons claiming a Cash Benefit or Non-Cash Benefit shall be advised in writing that their claim may be verified and that their claim is made under penalty of perjury.

Sprint Nextel and Class Counsel shall have the right to inspect and verify the Claim Forms (including forms submitted electronically) received by the Settlement Administrator, and Sprint Nextel may submit pertinent information to the Settlement Administrator for review and consideration by the Settlement Administrator for purposes of making an objection to the Claim Form. If Sprint Nextel or the Settlement Administrator determines that any Claim Form is not timely or is duplicative of another Claim Form filed, or if Sprint Nextel determines that a claim is otherwise invalid (such as where a Settlement Class Member is seeking a Cash Benefit but in fact received a full credit or refund for a disputed charge or has otherwise previously participated in a settlement or has been bound by a prior judgment or release), Sprint Nextel and/or the Settlement Administrator, as the case may be, shall object to the acceptance of the Claim Form by providing Class Counsel with a list of Claim Forms to which objection is made, together with the reasons for objecting to the Claim Form, in writing. If Class Counsel does not dispute an objection to a Claim Form, that Claim Form shall be rejected by the Settlement Administrator.

If a dispute arises between Class Counsel and Sprint Nextel regarding any objection to a Claim Form and/or decision by the Settlement Administrator regarding a lack of qualifying proof on a Claim Form that results in a materially lower settlement benefit categorization than has been requested by a putative Claimant, Sprint Nextel and Class Counsel shall agree upon a dispute resolution process that shall, at a minimum, require that the Parties confer regarding same, and if no agreement is reached, the submission of the dispute to an arbitrator to be appointed by Judge Linares and compensated out of the Common Fund. Regardless of the dispute resolution process agreed-upon, in the absence of contrary evidence from a Claimant, information from Sprint Nextel's data, customer records and billing systems shall be conclusive.

If a Claim Form is rejected by the Settlement Administrator, and/or if; by reason of a lack of qualifying proof, the Settlement Administrator allows a Claim Form into a category of benefit providing less monetary value to the putative Claimant than the category selected by the putative Claimant, the Settlement Administrator shall promptly provide written notice to the Person making the claim by mailing a letter or emailing such notice to any email address provided by the Person for the receipt of correspondence by the Settlement Administrator.

Except as set forth above, if a Claim Form for Cash Benefits is accepted, there shall be no notice of acceptance required to be sent to the Claimant. Tender of the settlement benefit shall suffice for notice.

If a Claim Form for Non-Cash Benefits is accepted, the Settlement Administrator shall provide the Claimant with a letter or email containing a unique code that will enable the Claimant to obtain their Non-Cash Benefit if and when such settlement benefits are tendered, along with instructions for how and when to obtain the settlement benefit.

The deadline for submitting the Claim Form shall be 60 days after entry of the Final Approval Order (except for Category IV Settlement Class Member whose deadline for submitting a Claim Form shall be January 1, 2011). Any Claim Form (other than for Category IV Claimants) submitted more than 60 days after entry of the Final Approval Order shall be untimely and void. In the event of a dispute over the timeliness of a Claim Form, the dispute resolution procedures described above shall apply.

All claims for settlement benefits are subject to verification by Sprint Nextel and Class Counsel review and each Claimant must sign or attest to the veracity of his or her claim by attesting under penalty of perjury. All Claimants are required to provide or submit certain information to verify that they are appropriately claiming a benefit, as set forth in "Settlement Benefits Claim Process" section of the Settlement Agreement. No Settlement Class Member will be entitled to at Cash

Benefit if the Settlement Class Member: (i) previously received a credit, adjustment or offset of the ETF charge(s); (ii) released Sprint Nextel from liability arising out of ETF charges in a prior claim or lawsuit settlement benefit obtained by the Settlement Class Member; or (iii) their account has an outstanding balance for usage or charges excluding the balance for the ETF charge(s).

No settlement benefits shall be distributed pursuant to this Settlement Agreement until after the Effective Date. If this Settlement Agreement is not approved or for any reason the Effective Date does not occur, no payments or distributions of any kind shall be made. The data within Sprint Nextel's records shall be the deciding and controlling factor in evaluating the validity of eligibility for settlement benefits.

If the total valid Approved Claims for all Settlement Class Members is less than the total amount of the Common Fund and Non-Cash Benefits allocated to satisfy Settlement Class Member claims (net of fees and expenses as set forth in the Agreement), each Settlement Class Member will be paid 100% of their Approved Claim, and the remaining cash will be returned to Sprint Nextel and Sprint Nextel shall issue prepaid calling cards Personal Identification Numbers in that amount to a charitable organization that holds a 501(e)(3) designation or other organization or institution to be agreed upon. If total Approved Claims for all Settlement Class Members exceeds the amount of the Common Fund in the case of Cash Benefits or the total Non-Cash Benefits, all such Settlement Class Member Approved Claims will be reduced proportionately.

## **II. IF YOU DESIRE TO EXCLUDE YOURSELF FROM THE SETTLEMENT**

If you do not wish to remain a member of the Settlement Class, you may exclude yourself from the Settlement Class. If you request to be excluded, you will not be eligible or entitled to receive any benefits from the Settlement, you may not object to the Settlement, and you will retain any individual rights you have with respect to the Class Released Claims. If you wish to be excluded from the Settlement Class, you must submit a written Request for Exclusion addressed to Sprint ETF Settlement Administrator, c/o Gilardi & Co. LLC, P.O. Box 6002, Larkspur, CA 94977-6002, postmarked no later than **October 7, 2009**. The notification must clearly indicate that you request to be excluded from the Settlement Class, and must include your name, address, and telephone number. A list of class members requesting exclusion will be filed with the Court. If you do not request exclusion, then you will be bound by the final judgment entered in this Action.

## **III. IF YOU DESIRE TO OBJECT TO THE SETTLEMENT**

You may, if you desire, appear at the Final Approval Hearing to object to the proposed Settlement or to the application for attorneys' fees and reimbursement of expenses, if you do not submit a Request for Exclusion. To do so, you must file a written notice of objection, together with a statement of your reasons, with the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, New Jersey 07101. To be considered by the Court, all objections (including all supporting documentation or evidence of any kind) must be received before **October 7, 2009**, and copies must also be sent to one of Class Counsel:

James E. Cecchi, Esq.  
Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart  
& Olstein  
5 Becker Farm Road  
Roseland, New Jersey 07068

or to Paul M. Weiss, Esq.  
Freed & Weiss LLC  
111 West Washington Street, Suite 1331  
Chicago, IL 60602

and to Sprint Nextel's counsel:

Joseph A. Boyle, Esq.  
Kelley Drye & Warren LLP  
200 Kimball Drive  
Parsippany, New Jersey 07504

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.

## **FINAL APPROVAL HEARING; ATTORNEYS' FEES, EXPENSES, AND OTHER PAYMENTS**

On **October 21, 2009**, a hearing will be held in the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, New Jersey 07101, to determine whether the Settlement should be approved by the Court as fair,

reasonable, and adequate, and whether judgment should be entered thereon ("Final Approval Hearing"). **The date of the Final Approval Hearing is subject to change. For updated scheduling information, please visit [www.sprinteftsettlement.com](http://www.sprinteftsettlement.com) or call 1-800-916-6940.**

The Court will also consider at the Final Approval Hearing the request of Class Counsel for an award of attorneys' fees and reimbursement of expenses not to exceed 33% of the benefit conferred, and Incentive Awards to each Class Representative not to exceed \$3,000, which will be deducted from the Common Fund.

Your attendance at the Final Approval Hearing is not required. However, you may be heard orally at the Final Approval Hearing in opposition to the proposed Settlement Agreement or Class Counsels' application for attorneys' fees and expenses, but only if have timely filed written objections in the manner described above, including a statement that you intend to appear and be heard at the Final Approval Hearing. You may also enter an appearance through an attorney, at your own expense. If you do not do so, you will be represented in the Action, and at the Final Approval Hearing by Class Counsel.

#### **FURTHER INFORMATION**

For more details of the matters involved in this Action, you may inspect the case files at the United States District Court for the District of New Jersey, Judy Larson, et al. v. Sprint Nextel Corporation, et al., Civ. Action No. 2:07-cv-05325 (JLL-ES), located at 50 Walnut Street, Newark, New Jersey 07101, during regular business hours.

Inquiries regarding the Settlement Agreement, benefits and claim procedures may be directed to the Class Counsel at the above listed address.

**PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO THE COURT, TO SPRINT NEXTEL, OR TO SPRINT NEXTEL'S COUNSEL**