

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT
AND RELEASE

**Vladimir Amaraut, *et al.* on behalf of themselves and all other similarly
situated,**

v.

Sprint/United Management Company

IT IS HEREBY STIPULATED AND AGREED that the Parties to this Settlement Agreement are (1) Sprint/United Management Company (“Sprint” or “Defendant”) and (2) plaintiffs Vladimir Amaraut (“Amaraut”), Katherine Almonte (“Almonte”), Marissa Painter (“Painter”), Kristopher Fox (“Fox”), Dylan McCollum (“McCollum”), and Quinn Myers (“Myers”) (“Named Plaintiffs”) and all who have opted-in to *Amaraut, et al. v. Sprint/United Management Company*, Case No. 3:19-cv-00411-WQH-AHG (the “Lawsuit”). Collectively, the Named Plaintiffs, Opt-In Plaintiffs, and Sprint are the “Parties” of this Lawsuit.

Subject to the approval of the Court, that the settlement of this Lawsuit (as defined below) and Released Claims (as defined below) shall be effectuated upon and subject to the following terms and conditions. The Parties agree that the Lawsuit shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement Agreement and for the consideration set forth herein, including but not limited to a release of claims by Settlement Plaintiffs (as defined below) as set forth herein.

I. FACTUAL BACKGROUND AND NATURE OF ACTION

1. Sprint is a communications services company with retail establishments throughout the United States. Sprint’s retail stores have been staffed by the following categories of employees, which include but are not limited to: Store Managers (“SMs”); Bilingual Managers Retail Store C; Managers Retail Store (C); Assistant Store Managers (“ASMs”); Assistant Store Managers – CWS; Assistant Store Managers – Multi Store; Assistant Store Managers – Walgreens; Bilingual Assistant Store Managers; Bilingual Lead Retail Consultants; Senior Retail Consultants (“SRCs”); SRC – Bilingual; Lead Retail Consultants (“LRCs”); Lead Retail Consultants – Kiosk; Lead Retail Consultants – Mobile EVT; Lead Retail Consultants – CWS Bilingual; Lead Technical Consultants; Bilingual Technical Consultants, Technical Consultants, Repair Technicians, Retail Consultants (“RCs”); Retail Consultants – Bilingual (also known as Bilingual Retail Consultants); Retail Consultants – Kiosk; Retail Consultants – Mobile Events; Retail Consultants – CWS; Retail Consultants – STARS; Retail Sales SPV (A)-(C); Retail Sales SPV (A)-(C) – Bilingual; Store Hosts (“SHs”); Store Hosts – CWS; Retail Operations Specialists; Experience Store Consultants; Senior Experience Store Consultants; Mobile Sales Associates – Walgreen; Assistant Managers; Experience Store Consultants; SR Mobile Sales Associates – Walgreen; and all legacy position that were active during the applicable Settlement Period. Sprint classifies its hourly retail employees as non-exempt from the overtime requirements of the Fair Labor Standards Act

(“FLSA”) and similar state wage laws. Named Plaintiffs are former non-exempt retail employees who allege various wage and hour violations.

2. On February 28, 2019, plaintiff Vladimir Amaraut filed a complaint in the United States District Court, Southern District of California, Case No. 19-CV-0411-WQH-MDD in which he alleged that he often performed off-the-clock work for which he was not adequately compensated, and alleged the following causes of actions: (1) Violation of the Fair Labor Standards, Act; (2) Failure to Compensate for All Hours Worked; (3) Failure to Pay Minimum Wage; (4) Failure to Pay Overtime Wages; (5) Failure to Authorize and/or Make Available Meal and Rest and Periods; (6) Waiting Time Penalties Pursuant to Labor Code §§ 201-203; (7) Violation of Labor Code § 226 – Itemized Wage Statements; (8) Violation of California Business and Professions Code §§ 17200, *et seq.*, (9) Penalties Pursuant to § 2699(a) of the Private Attorneys General Act (“PAGA”); (10) Penalties Pursuant to § 2699(f) of the PAGA; and (11) Unlawful Deduction from Commissions (as to Amaraut only) (“Complaint”).

3. On October 30, 2019, after acquiring leave, the Named Plaintiffs filed a First Amended Complaint adding five (5) new Rule 23 class actions for the states of Arizona (AZ), Colorado (CO), New York (NY), Ohio (OH), and Washington (WA), alleging the following causes of actions: (1) Violation of the Fair Labor Standard Act; (2) Failure to Compensate for All Hours Worked (CA); (3) Failure to Pay Minimum Wage (CA); (4) Failure to Pay Overtime Wages (CA); (5) Failure to Authorize and/or Make Available Meal and Rest and Periods (CA); (6) Waiting Time Penalties Pursuant to Labor Code §§ 201-203 (CA); (7) Violation of Labor Code § 226 – Itemized Wage Statements (CA); (8) Violation of California Business and Professions Code §§ 17200, *et seq.* (CA), (9) Violation of the Arizona Wage Act, A.R.S. §§ 25-350, *et seq.* (AZ); (10) Failure to Compensate for All Hours Worked at Colorado Minimum Wage and Overtimes Rates (CO); (11); Failure to Authorize, Permit, and/or Make Available Meal and Rest Periods (CO); (12) Failure to Compensate for All Hours Worked at New York Minimum Wage and Overtime Rates (NY); (13) Failure to Authorize, Permit, and/or Make Available Meal Periods (NY); (14) Failure to Provide Accurate Wage Statements (NY); (15) Failure to Compensate for All Hours Worked at Ohio Minimum Wage and Overtime Rates (OH); (16) Ohio Prompt Pay Act (OH); (17) Failure to Compensate for All Hours Worked at Washington Minimum Wage and Overtime Rates (WA); (18) Failure to Authorize, Permit, and/or Make Available Meal and rest Periods; (19) Violation of Washington’s Consumer Protection Act (RCW, 19.86.010, *et seq.*) (WA); (20) Penalties Pursuant

to § 2699(a) of the PAGA (CA); (21) Penalties Pursuant to § 2699(f) of the PAGA; and (22) Unlawful Deduction from Commissions (as to Amara only) (“FAC”).

4. On November 4, 2019, the Court conditionally certified the FLSA collective action.

5. Named Plaintiffs contended that common evidence would establish that all non-exempt retail employees were subjected to unlawful wage practice, rendering the Lawsuit amenable to a class and collective trial.

6. Sprint categorically denies all of the above-mentioned assertions and allegations raised in and in support of the claims this Lawsuit.

7. The Parties engaged in significant discovery and exchange of information, data, and documents in the Lawsuit.

8. On July 27, 2020, after months of engaging in both formal and informal discovery, motion practice, and extensive litigation, the Parties attended a full mediation session with Jeff Ross, an experienced wage and hour class action and collective-action mediator. After a 10-hour day of arms-length negotiations, the Parties were unable to reach an agreement at the day of the mediation. However, the Parties agreed to entertain a mediator’s proposal from Mr. Ross.

9. On July 31, 2020, the Parties accepted the mediator’s proposal, reaching agreement on the terms of a collective- and class-wide settlement that, once approved by the Court, shall resolve the Lawsuit in its entirety, and shall settle all claims running through December 31, 2020. The Parties intend this Settlement Agreement to bind all Settlement Plaintiffs, which necessarily include Named Plaintiffs, Opt-In Plaintiffs, and Settlement Class Members.

10. It is the desire and intention of the Parties that this Settlement Agreement shall, for each Named Plaintiff, fully, finally, and forever completely settle, compromise, release, and discharge any and all Named Plaintiffs Released Claims (as defined below).

11. It is the desire and intention of the Parties that this Settlement Agreement shall, for each Opt-In Plaintiff, fully, finally, and forever completely settle, compromise, release, and discharge any and all Opt-In Plaintiffs Released Claims (as defined below).

12. It is the desire and intention of the Parties that this Settlement Agreement shall, for each Settlement Class Member, fully, finally, and forever completely settle, compromise, release, and discharge any and all Settlement Class Members Released Claims (as defined below)

13. Class Counsel has conducted a thorough investigation of the claims that Named Plaintiff asserted against Defendant in this Lawsuit and/or that relate to or could have

arisen out of the same facts alleged in the Lawsuit or relating to the employment of the Named Plaintiffs and members of the Putative Class and Opt-In Plaintiff groups, including both asserted and unasserted claims. Based on their independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration of and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of Named Plaintiffs, Opt-In Plaintiffs, and all Settlement Class Members in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendant, and numerous potential certification and appellate issues.

II. DEFINITIONS

1. **“CAFA Notice”** refers to the notice to be sent by Defendant to appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715(b).

2. **“Class Counsel,” “Counsel for Parties Plaintiff” or “Counsel for Settlement Plaintiffs”** means Carolyn Cottrell, David Leimbach and Scott Gordon of Schneider Wallace Cottrell Konecky LLP and Gregg Shavitz, Michael Palitz and Tamra Givens of Shavitz Law Group, P.A.

3. **“Class Settlement”** means this settlement and release of class claims for each Rule 23 class at issue, which includes Arizona, Colorado, New York, Ohio and Washington.

4. **“Complaint”** refers to the Complaint filed by Plaintiff Vladimir Amaraud in this Lawsuit on February 28, 2019, the First Amended Complaint filed on October 30, 2019, and any subsequently amended complaint filed in this Lawsuit (the “Operative Complaint”) including the contemplated amended complaint to be filed to substitute Painter for plaintiff Corbin Beltz.

5. **“Court”** means the United States District Court, Southern District of California.

6. **“Defendant’s Counsel”** means Emily Patajo and Hovannes Nalbandyan of Littler Mendelson, P.C.

7. **“Effective Date”** means the date by which all of the following have occurred: (a) the Court has entered an order granting preliminary approval and final approval of the Settlement Agreement; (b) the time for appeal from the Court’s Final Approval Order and Judgment has expired (with no appeal having been filed); or (c) in the event any appeal is filed,

the date the appeal is disposed in the Parties' favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should any appeal not result in approval of the Parties' Settlement Agreement as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions.

8. **"Final Approval Order"** means the final Court order entered in the Lawsuit in accordance with the terms herein, granting final approval of this Settlement Agreement (and the terms of settlement described herein) and under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement Agreement.

9. **"FLSA Releasing Persons"** means each and every member of the Opt-In Plaintiffs and his or her respective agents, attorneys, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, exclusive bargaining agents, successors-in-interest, and assigns.

10. **"Individual Amaraut Allocation"** means the amount to be paid to Amaraut for his release of his California Labor Code claims against Sprint that he has pleaded in the Lawsuit on an individual basis. The Parties allocate \$3,999 for the Individual Amaraut Allocation.

11. **"Lawsuit"** means the class and collective action, *VLADIMIR AMARAUT, KATHERINE ALMONTE, MARISSA PAINTER, KRISTOPHER FOX, DYLAN MCCOLLUM, and QUINN MYERS, on behalf of themselves and all others similarly situated, Plaintiffs, v. SPRINT/UNITED MANAGEMENT COMPANY, Defendant*, in the United States District Court, Southern District of California, Case No. 3:19-cv-00411-WQH-AHG.

12. **"Maximum Gross Settlement Amount"** means Seven Million Six Hundred Thousand Dollars and Zero Cents (\$7,600,000.00) subject to the terms and conditions herein. The Maximum Settlement Amount is inclusive of (1) payments to the Settlement Plaintiffs; (2) Counsel for Class Counsel's attorney fees; (3) Class Counsel's costs and expenses related to this Lawsuit not to exceed \$120,000; (4) the Individual Amaraut Allocation; (5) all fees, costs, and expenses associated with a mutually agreed upon Settlement Administrator to administer the settlement currently estimated at \$99,921.00; and (6) Service Awards to the Named Plaintiffs. Under no circumstances shall Defendant be obligated to pay any more than \$7,600,000.00, or the specific amounts agreed upon by the Parties as set forth in this Settlement Agreement. Defendant

is required to pay employer-side payroll taxes in addition to the Maximum Gross Settlement Amount, as set forth herein, related to payments to Settlement Plaintiffs. Any interest earned on the Maximum Gross Settlement Amount during the period of settlement administration under this Settlement Agreement will remain Defendant's sole and exclusive property.

13. **“Named Plaintiffs”** means Vladimir Amaraut, Katherine Almonte, Marissa Painter, Kristopher Fox, Dylan McCollum, and Quinn Myers.

14. **“Named Plaintiffs Released Claims”** regarding the Released Parties means the Named Plaintiffs' release, remise, and forever discharge the Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action, obligations, and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which they ever had or now have against the Released Parties arising or accruing at any time before the Effective Date, which include but are not limited to all the claims and causes of action asserted in the Complaint and this Lawsuit, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, which include, but are not limited to any applicable wage and hour state law claims and all other claims for unpaid wages, unpaid commissions, overtime compensation, liquidated damages, interest, hours worked, minimum wages, overtime, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, commissions, bonuses, improper rounding of time records, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-contract, injunctive relief theories or claims, and claims for exemplary, punitive, or penalty damages, interest, and attorneys' fees and costs, other damages, and/or any other form of relief. Named Plaintiffs may hereafter discover facts in addition to or different from those which they now know or believe to be true, but stipulate and agree that, upon the Effective Date, they fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. Named Plaintiffs are deemed by operation of the order granting Final Approval of the settlement to have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim. Named Plaintiffs acknowledge that they have had the opportunity to review, and have reviewed, California Civil Code section 1542, which provides:

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

Being fully informed of this provision of the Civil Code and understanding its provisions, Named Plaintiffs agree to waive any rights under that section and any rights and benefits each may have under laws of any state that are similar to California Civil Code section 1542. Named Plaintiffs expressly acknowledge that this Settlement Agreement and the release contained herein extends to all claims that they have or might have against the Released Parties, including those which are presently unknown to them. The above-defined scope of Released Claims by each Named Plaintiff is meant to be as broad as possible. Named Plaintiffs also release claims against Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this settlement. Each Named Plaintiffs' release, remise, and/or discharge of the Named Plaintiffs' Release Claims is contingent upon the approval by the Court of, and payment to the Named Plaintiff of, a Service Award.

15. **"Net Settlement Amount"** means the portion of the Maximum Gross Settlement Amount remaining after deduction of the Service Awards to Named Plaintiffs, as approved by the Court; the Individual Amaraud Allocation; the Settlement Administration Costs to the Settlement Administrator, as approved by the Court; and Attorneys' Fees and Costs to Class Counsel, as approved by the Court. To the extent that the Court approves and awards Service Awards to Named Plaintiffs, settlement administration costs to the Settlement Administrator, and/or an award to Class Counsel for attorneys' fees and costs that is less than the amount(s) requested by Named Plaintiffs, the difference shall be included in the Net Settlement Amount and distributed to Opt-In Plaintiffs and Settlement Class Members. The Net Settlement Amount is currently estimated at \$4,778,000.00. The Net Settlement Amount shall allocated to the settlement of Settlement Class Members Released Claims ("the Class Net Settlement Amount") and the settlement of Opt-In Plaintiff Released Claims (the "FLSA Net Settlement Amount"), as set forth herein.

16. **"Notice Packet"** means, collectively, the Notice of Class Action Settlement and Hearing Date for Court Approval, the Notice of Collective Action Settlement, and the Notice of Class and Collective Action Settlement and Hearing Date for Court Approval, which are

attached to this Settlement Agreement as **Exhibit A-C**, respectively. The Notice of Class Action Settlement and Hearing Date for Court Approval will be sent to Putative Class Members, the Notice of Collective Action Settlement will be sent to Opt-In Plaintiffs, and the Notice of Class and Collective Action Settlement and Hearing Date for Court Approval will be sent to individuals who are both Putative Class Members and Opt-In Plaintiffs.

17. **“Notice Period”** means 60 days from the Settlement Administrator’s initial mailing of Notice Packets.

18. **“Opt-In Plaintiffs”** refers to any and all persons nationwide that were employed by Defendant as a retail non-exempt employee from February 28, 2016 through December 31, 2020, who has filed (and not withdrawn) a consent-to-join form as of the date of the filing by Plaintiffs of the motion for preliminary approval of this Settlement Agreement by the Court.

19. **“Opt-In Plaintiffs Released Claims”** regarding the Released Parties means the Opt-In Plaintiffs’ release of the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities under the Fair Labor Standards Act (“FLSA”), including, but not limited to, claims for unpaid wages, timely payment of wages, failure to pay minimum wages, unpaid overtime, and payment of contractually-obligated wages (e.g., bonuses, commissions, and straight-time wages above the minimum wage floor), and any other form of relief as permitted under the FLSA, 29 U.S.C. § 201, *et seq.*, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, in the Lawsuit against the Released Parties, through and including December 31, 2020. The above-defined scope of Opt-In Plaintiffs Released Claims by each Opt-In Plaintiff is meant to be as broad as possible, with respect to FLSA claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. Opt-In Plaintiffs also release claims against Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this settlement.

20. **“Parties”** refers to the Named Plaintiffs, Opt-In Plaintiffs, and Defendant, and, in the singular, refers to any of them, as the context makes apparent

21. **“Parties Plaintiff”** means the Named Plaintiffs and all Opt-In Plaintiffs.

22. **“Payout Calculation”** refers to the amounts calculated as the awards under this Settlement Agreement for each Opt-In Plaintiff and Settlement Class Member.

23. **“Putative Class Member”** or **“Putative Class Members”** means any current or former non-exempt employee of Defendant working in Sprint’s retail establishments in the states of Arizona, Colorado, New York, Ohio, and Washington during the applicable Settlement Period. Putative Class Members who do not opt out are Settlement Class Members and shall be bound by the terms of the Settlement Agreement.

24. **“Released Parties”** means Sprint/United Management Company, and their present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, carriers, guarantors, successors, predecessors, fiduciaries, administrators, and assigns, and any individual or entity which could be jointly liable with Sprint.

25. **“Releasing Persons”** means the Settlement Plaintiffs and their agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns.

26. **“Service Awards”** means the amounts to be paid to Named Plaintiffs in recognition of their efforts and work in prosecuting the Lawsuit on behalf of Opt-In Plaintiffs and Putative Class Members and for their broader release of claims.

27. **“Settlement Administrator”** means a third-party administrator selected by Class Counsel subject to Defendant’s approval and appointed by the Court.

28. **“Settlement Agreement”** means this Class and Collective Action Settlement Agreement and Release.

29. **“Settlement Class Members”** means all Putative Class Members who do not opt out of the Class Settlement.

30. **“Settlement Class Members Released Claims”** regarding the Released Parties means the Settlement Class Members’ release of the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities under the state laws of Arizona, Colorado, New York, Ohio, and Washington, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, in the Lawsuit against the Released Parties. Such allegations include any wage and hour claim that could have been asserted, including but not limited to assertions that Settlement Class Members were not properly or timely compensated for all hours worked, business expenses, or waiting time, under the respective Arizona, Colorado, New York, Ohio, and Washington state wage and hour law, or

any other equivalent federal law, local law, statute, ordinance, regulation, or common law, through and including December 31, 2020. Such Released Claims include, but are not limited to, the causes of action alleged in the Complaint, as follows: (1) Violation of the Arizona Wage Act, A.R.S. §§ 23-350, *et seq.* (AZ Class); (2) Failure to Compensate for All Hours Worked at Colorado Minimum Wage and Overtimes rates (CO class); (3) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (CO Class); (4) Failure to Compensate for All Hours Worked at New York Minimum Wage and Overtimes Rates (NY class); (5) Failure to Authorize, Permit, and/or Make Available Meal Periods (NY Class); (6) Failure to Provide Accurate Wage Statements (NY Class); (7) Failure to Compensate for All Hours Worked at Ohio Minimum Wage and Overtime Rates (Ohio Class); (8) Ohio Prompt Pay Act (Ohio Class); (9) Failure to Compensate for All Hours Worked at Washington Minimum Wage and Overtimes rates (WA Class); (10) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (WA Class); (11) Violation of Washington's Consumer Protection Act, RCW 19.86.010, *et seq.* (WA Class); and incorporated or related claims, which includes but are not limited to the claims asserted through the Lawsuit, the Complaint, or through the Arizona Wage Act, A.R.S. §§ 23-350-355, *et seq.*, Colorado Wage Act (C.R.S. 8-4-101, *et seq.*), the Colorado Minimum Wage Order No. 35, 7 C.C.R. § 1103-1 *et seq.*, 7 Colo. Code Regs. § 1103-1:4, New York Labor Law §§ 162, 190 *et seq.*, 195(3), 198, 650 *et seq.*, 652, 663 *et seq.*, New York Wage Theft Prevent Act, 12 N.Y.C.R.R. § 146, the Ohio Minimum Fair Wage Standards Act, Ohio Constitution, Article II, section 34a, Ohio Labor Code, Ohio Revised Code Ann. §§ 2305.11, 4111.03 *et seq.*, 4113.15 *et seq.*, Ohio Prompt Pay Act, ORC § 4111.14(J), Revised Code of Washington, Ch. 49.12 *et seq.*, 49.46, *et seq.*, Washington's Consumer Protection Act (RCW, 19.86.010, *et seq.*), Washington Administrative Code 296-126-002 - 092, *et seq.* The above defined scope of Released Claims by each Settlement Class Member is meant to include claims for unpaid wages, unpaid commissions, liquidated damages, interest, hours worked, minimum wages, overtime, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, commissions, bonuses, improper rounding of time records, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-contract, injunctive relief theories or claims. The above-defined scope of Released Claims by each Settlement Class Member is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. Settlement Class Members also release claims against

Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this settlement. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law.

31. **"Settlement Notice"** refers to the Notice of Class Action Settlement and Hearing Date for Court Approval, the Notice of Collective Action Settlement, and the Notice of Class and Collective Action Settlement and Hearing Date, as applicable for each Putative Class Member and/or Opt-In Plaintiff, substantially in the form of **Exhibits A-C**. The purpose of the Settlement Notice is to inform members of the Putative Class and the Opt-In Plaintiffs about the Lawsuit and this Settlement Agreement.

32. **"Settlement Plaintiffs"** means all Parties Plaintiff, Opt-In Plaintiffs, and all Settlement Class Members. In the singular referred to as "Settlement Plaintiff."

33. **"Settlement Period"** means the following time periods: (a) for all Opt-In Plaintiffs, February 28, 2016 through December 31, 2020; (b) for all Arizona putative class members, February 28, 2018 through December 31, 2020; (c) for all New York putative class members, February 28, 2013 through December 31, 2020; and (d) for all Colorado, Ohio, and Washington putative class members, February 28, 2016 through December 31, 2020.

34. **"Settlement Sum"** means the Maximum Gross Settlement Amount of Seven Million Six Hundred Thousand Dollars and Zero Cents (\$7,600,000.00) to be paid by Defendant as provided by this Settlement Agreement to fully and finally settle, resolve and conclude the Actions as provided under this Agreement, without any admission of fault or liability.

35. **"Workweeks at Issue"** include all workweeks that each Settlement Plaintiff worked (excluding vacation and leaves of absence) during the Settlement Period as a non-exempt, retail employee of Sprint, which shall be calculated based on information that Defendant provides to the Settlement Administrator. Estimations and approximations may be used to the extent that there may be gaps in the information that Defendant provides to the Settlement Administrator. If needed, the Settlement Administrator will calculate the number of Workweeks at Issue by calculating the number of weeks in which each Settlement Plaintiff earned non-vacation wages from Defendant during the Settlement Period. Any Settlement Plaintiff with less than one complete week of employment will be credited with one workweek.

III. LIMITATIONS ON USE OF THIS SETTLEMENT AGREEMENT

A. **No Admission/Denial of Liability:** Nothing in this Settlement Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendant (and/or any of the Released Parties) in any way, shape or form. Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in this Lawsuit and litigation. Nothing in this Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. Defendant further denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in this matter, or that but for the settlement a class should be certified. This Settlement Agreement is entered into solely for the purpose of compromising highly disputed claims. This Settlement Agreement and the fact that the Named Plaintiffs and Defendant are willing to settle the Lawsuit shall have no bearing on, and shall not be admissible in connection with, any litigation (other than solely in connection with approval and enforcement of this Settlement Agreement).

B. **Non-Evidentiary Use.** Except for purposes of effectuating or enforcing the settlement pursuant to this Settlement Agreement and/or for Defendant (and/or a Released Party) to establish that a Settlement Plaintiff has resolved any of his/her claims released through this Settlement Agreement, and regardless of whether the Final Approval Order is entered, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Maximum Settlement Amount) nor the settlement itself shall be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Lawsuit, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. **Nullification.** If (a) any government agency objects, intervenes, or otherwise interferes with the enforcement of the settlement embodied in this Settlement Agreement; (b) the Court should for any reason fail to approve this settlement consistent with the specific terms agreed

to by the Parties as set forth herein; (c) the Court should for any reason fail to enter the Preliminary Approval Order and/or Final Approval Order; or (d) the Final Approval Order is reversed, modified, or declared or rendered void, then this Settlement Agreement shall automatically be considered null and void *ab initio*. In that instance, (i) neither this Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) all Parties to this Settlement Agreement and the pleadings in these Actions shall stand in the same position they were prior to entering the Settlement Agreement, without prejudice to either party; and (iii) Defendant shall not have any obligation to pay any portion of the Maximum Gross Settlement Amount to anyone under the terms of this Settlement Agreement, and all previous disbursements (if any) from the Maximum Gross Settlement Amount shall immediately be paid back to Defendant. Invalidation of any material portion of this Settlement Agreement shall invalidate this Settlement Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

IV. TERMS OF SETTLEMENT

A. **Settlement.** The Parties agree this action and any claims, damages, or cause of action arising out of the dispute, which is the subject of the Lawsuit, or which could have been alleged in the Lawsuit, be settled subject to court approval and under the terms set forth in this Settlement Agreement. However, the Parties agree that they are not settling or releasing claims for members of the putative California class, nor PAGA claims, that Amaraut has alleged in the Lawsuit, except to the extent of Amaraut's personal (non-class) release of claims.

B. **Scope of Settlement.** Subject to Court approval, the Settlement Agreement shall cover all eligible members of the following "Settlement Plaintiffs"

1. **Settlement of FLSA Action:** The Settlement Agreement shall bind all Named Plaintiffs and Opt-In Plaintiffs (including California Opt-In Plaintiffs) to the extent of the Opt-In Plaintiffs Released Claims. The Court conditionally certified the FLSA collective action on November 4, 2019 ("FLSA Action").

2. **Settlement of Rule 23 Class Actions:** The Settlement Agreement shall bind all Settlement Class Members to the extent of Settlement Class Members Released Claims.

3. **Settlement of Individual Claims:** The Settlement Agreement shall bind all Named Plaintiffs to the extent of the Named Plaintiffs Released Claims.

C. **Filing of Amended Complaint:** The Parties agree that as a condition precedent to settlement, Counsel for the Settlement Plaintiffs shall amend the First Amended Complaint pursuant to Federal Rule of Civil Procedure 15(a)(2) to remove plaintiff Corbin Beltz from the Lawsuit and substitute a new class representative and plaintiff for the State of Washington Rule 23 class action. The final amended Complaint shall be subject to reasonable review and approval by Defendant prior to filing. Defendant shall stipulate to the filing of the amended Complaint. Defendant shall not be required to file an Answer or other responsive pleading to the amended Complaint. It is the understanding of the Parties that this Settlement Agreement shall cover the claims in this Lawsuit as alleged in the First Amended Complaint, which was filed on October 30, 2019, and the subsequently amended complaint that is filed subject to this paragraph.

D. **Settlement Sum.** In exchange for the releases, obligations, and promises set forth in this Settlement Agreement (and subject to the terms and conditions contained in this Settlement Agreement), Defendant agrees to pay the Maximum Gross Settlement Amount of **Seven Million Six Hundred Thousand Dollars and Zero Cents (\$7,600,000.00)**, which is the total and all-inclusive amount Defendant shall be obligated to pay under the settlement embodied by this Settlement Agreement (except that Defendant shall pay the employer's share of payroll taxes and withholdings with respect to the wages portion of individual settlement shares separately and in addition to the Maximum Gross Settlement Amount), for the full resolution of the instant Lawsuit and Released Claims. The Maximum Gross Settlement Amount includes amounts appropriated to the Settlement Plaintiffs, Settlement Administration Costs to the Settlement Administrator, Attorneys' Fees and Costs to Class Counsel, and Service Awards to Named Plaintiffs.

E. **Distribution of Net Settlement Amount.** The Net Settlement Amount shall be allocated as follows: 70% to the Class Net Settlement Amount and 30% to the FLSA Net Settlement Amount. The Class Net Settlement Amount shall be further allocated as follows: 6.6% to Settlement Class Members in the Putative Arizona Class ("the Arizona Class Net Settlement Amount"), 8.4% to Settlement Class Members in the Putative Colorado Class ("the Colorado Class Net Settlement Amount"), 58.8% to Settlement Class Members in the Putative New York Class ("the New York Class Net Settlement Amount"), 10.3% to Settlement Class Members in the Putative Ohio Class ("the Ohio Class Net Settlement Amount"), and 15.9% to Settlement Class Members in the Putative Washington Class ("the Washington Class Net Settlement Amount"). The allocations to the Class Net Settlement Amount, the FLSA Net Settlement Amount, and the

respective Putative State Classes is based on Class Counsel's exposure analysis, and accounts for the number of individuals within each allocation group, the applicable statute of limitations periods, and the differing substantive claims applicable to each allocation group. The initial calculation prior to the mailing of the Notice Packet shall estimate (1) the gross Individual Class Settlement Share that each Settlement Class Member may be eligible to receive, assuming that no Putative Class Members opt out of the Class Settlement and that all Settlement Class Members negotiate their Individual Class Settlement Share checks; and (2) the gross Individual FLSA Settlement Share that each Opt-In Plaintiff may be eligible to receive, assuming that all Opt-In Plaintiffs negotiate their Individual FLSA Settlement Share checks. To the extent that individuals are both Settlement Class Members and Opt-In Plaintiffs, they shall be eligible to receive both an Individual Class Settlement Share and an Individual FLSA Settlement Share. Separate check payments may be issued for Individual Class Settlement Share checks and Individual FLSA Settlement Share checks; thus, individuals that are both Settlement Class Members and Opt-In Plaintiffs may be issued two separate check payments. The Net Settlement Amount shall be fully distributed, as follows:

1. Putative Class Members who do not opt out of the Class Settlement (i.e., Settlement Class Members) will receive a *pro rata* share of the Class Net Settlement Amount, as follows:

- a. Settlement Class Members that worked in Arizona will receive a *pro rata* share of the Arizona Class Net Settlement Amount, based on their respective number of Arizona Workweeks in the Settlement Period as compared to the total Arizona Workweeks of all Settlement Class Members in the Settlement Period;

- b. Settlement Class Members that worked in Colorado will receive a *pro rata* share of the Colorado Class Net Settlement Amount, based on their respective number of Colorado Workweeks in the Settlement Period as compared to the total Colorado Workweeks of all Settlement Class Members in the Settlement Period;

- c. Settlement Class Members that worked in New York will receive a *pro rata* share of the New York Class Net Settlement Amount, based on their respective number of New York Workweeks in the

Settlement Period as compared to the total New York Workweeks of all Settlement Class Members in the Settlement Period;

d. Settlement Class Members that worked in Ohio will receive a *pro rata* share of the Ohio Class Net Settlement Amount, based on their respective number of Ohio Workweeks in the Settlement Period as compared to the total Ohio Workweeks of all Settlement Class Members in the Settlement Period;

e. Settlement Class Members that worked in Washington will receive a *pro rata* share of the Washington Class Net Settlement Amount, based on their respective number of Washington Workweeks in the Settlement Period as compared to the total Washington Workweeks of all Settlement Class Members in the Settlement Period;

f. The Settlement Class Members shall have one hundred and twenty (120) calendar days from the date of mailing of their Individual Class Settlement Share check to cash their Individual Class Settlement Share check. Any failure of a Settlement Plaintiff to deposit a check shall not affect the enforceability of the release of all wage and hour claims, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks. In the event that any Individual Class Settlement Share checks are not deposited, cashed, or otherwise negotiated within the 120-day period, the uncashed check funds from uncashed Individual Class Settlement Share checks shall be redistributed to those Settlement Class Members who deposited, cashed, or otherwise negotiated their Individual Class Settlement Share checks. The uncashed check funds will be redistributed *pro rata* based on the Settlement Class Member's Individual Class Settlement Share amount divided by the total amount of all Individual Class Settlement Shares for those Settlement Class Members who cashed their Individual Class Settlement Share checks. In the event of a redistribution of uncashed check funds, the additional settlement administration costs related to the redistribution (including any additional

payroll taxes) will be deducted from the total amount of uncashed checks prior to the redistribution. If the average net recovery from the redistribution is less than \$10 per Settlement Class Member, or if there are uncashed check funds remaining from redistribution described in this Paragraph, then the checks will be cancelled and the corresponding funds will be donated to *cy pres*. The *cy pres* recipient shall be the Justice Gap Fund. The Justice Gap Fund is one of three significant sources of funding for about 100 legal aid organizations across the state providing free civil legal services to low-income Californians. The Justice Gap Funds helps the public by providing legal assistance to victims of domestic violence and elder abuse, helps to keep families intact by avoiding homelessness and establishing guardianships, ensures that low-income children receive needed health care and special education services, and protects the rights of consumers and workers. The Settlement Administrator shall distribute any *cy pres* payment.

2. Opt-In Plaintiffs will receive a *pro rata* share of the FLSA Net Settlement Amount, as follows:

a. Opt-In Plaintiffs will receive a *pro rata* share of the FLSA Net Settlement Amount, based on their respective number of Workweeks in the Settlement Period as compared to the total Workweeks of all Opt-In Plaintiffs in the Settlement Period.

b. Opt-In Plaintiffs shall have one hundred and twenty (120) calendar days from the date of mailing of their Individual FLSA Settlement Share check to cash their Individual Class Settlement Share check. Any failure of a Settlement Plaintiff to deposit a check shall not affect the enforceability of the release of all wage and hour claims, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks. In the event that any Individual FLSA Settlement Share checks are not deposited, cashed, or otherwise negotiated within the 120-day period, the uncashed check funds from uncashed Individual FLSA Settlement Share

checks shall be redistributed to those Opt-In Plaintiffs who deposited, cashed, or otherwise negotiated their Individual FLSA Settlement Share checks. The uncashed check funds will be redistributed *pro rata* based on the Opt-In Plaintiff's Individual FLSA Settlement Share amount divided by the total amount of all Individual FLSA Settlement Shares for those Opt-In Plaintiffs who cashed their Individual FLSA Settlement Share checks. In the event of a redistribution of uncashed check funds, the additional settlement administration costs related to the redistribution (including any additional payroll taxes) will be deducted from the total amount of uncashed checks prior to the redistribution. If the average net recovery from the redistribution is less than \$10 per Opt-In Plaintiff, or if there are uncashed check funds remaining from redistribution described in this Paragraph, then check will be cancelled and the corresponding funds will be donated to *cy pres*. The *cy pres* recipient shall be the Justice Gap Fund. The Settlement Administrator shall distribute any *cy pres* payment

F. **Attorneys' Fees, Costs, and Expenses.** Class Counsel will request 33.33% of the Maximum Gross Settlement Amount plus their reasonable out-of-pocket costs and expenses not to exceed \$120,000 ("Attorneys' Fees and Costs"). Class Counsel agree not to seek from Sprint any additional attorneys' fees, costs and expenses stemming from their involvement in the Lawsuit. Class Counsel will apply to the Court for, and Defendant will not oppose, payment of Plaintiff's Attorneys' Fees and Costs. To the extent the Court does not approve payment of Attorneys' Fees and Costs in the amount set forth herein, the amount that is not awarded to Class Counsel shall remain a part of the Net Settlement Amount. The outcome of the Court's ruling on the application for Attorneys' Fees and Costs shall not terminate this Settlement Agreement or otherwise affect the Court's ruling on the Final Approval Order. Attorneys' Fees and Costs shall be paid without withholding and IRS Form 1099 shall be provided to Class Counsel such payments.

G. **Service Payments to Named Plaintiffs.** In return for services rendered to Putative Class Members and Opt-In Plaintiffs and for a General Release, Named Plaintiffs will request that the Court approve Service Payments to each Named Plaintiff in the Operative Complaint, from the Maximum Gross Settlement Amount. The Parties agree that Service Awards will be requested in the following amounts, subject to Court approval: \$15,000 for Vladimir Amaraut, and \$10,000

each for Katherine Almonte, Marissa Painter, Kristopher Fox, Dylan McCollum, and Quinn Myers. The outcome of the Court's ruling on the application for a Service Payment shall not terminate this Settlement Agreement or otherwise affect the Court's ruling on the Final Approval Order. Any amount not approved by the Court shall become part of the Net Settlement Amount. In return for the Service Payments, Named Plaintiffs release the Named Plaintiffs Released Claims on the Effective Date (as defined above). Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law. Service Awards shall be paid without withholding and IRS Form 1099 shall be provided to Named Plaintiffs for the Service Award payments.

H. Individual Amaraut Allocation. In return for releasing his individual claims under the California Labor Code as pleaded in the Complaint, and opting out of the settled actions *Antonio Navarrete v. Sprint/United Management Company, Sprint Corporation, et al.*, Case No. 8:19-cv-00794-JLS-ADS (U.S. District Court – Central District) and *Joshua Caudle v. Sprint/United Management Company*, Case No. 3:17-cv-06874-WHA (U.S. District Court – Northern District), which would provide a monetary recovery to Amaraut for the individual California Labor Code claims that he has pleaded, the Parties agree to allocate \$3,999 to the Individual Amaraut Allocation. This amount shall be paid from the Maximum Gross Settlement Amount subject to Court approval. To the extent the Court does not approve payment of the Individual Amaraut Allocation in the amount set forth herein, the amount that is not awarded to Amaraut shall remain a part of the Net Settlement Amount. The Individual Amaraut Allocation shall be treated 33.33% as wages and will be reported as such to Amaraut on an IRS Form W-2; and 66.66% as civil penalties, liquidated damages, and will be reported as such to Amaraut on an IRS Form 1099 misc., if applicable.

I. Settlement Administration Costs. The reasonable costs of settlement administration through and beyond final approval, which are currently estimated at \$99,921.00 (the "Settlement Administration Costs"), shall be paid from the Maximum Gross Settlement Amount subject to Court approval. To the extent the Court does not approve Settlement Administration Costs, the unawarded amount shall remain a part of the Net Settlement Amount. IRS Form 1099 shall be provided for the payment made pursuant to this Paragraph.

J. Taxes & No Benefits. Each Individual Class Settlement Share and Individual FLSA Settlement Share shall be treated 33.33% as wages and will be reported as such to each

Settlement Plaintiff on an IRS Form W-2; and 66.66% as civil penalties, liquidated damages, and will be reported as such to each Settlement Plaintiff on an IRS Form 1099 misc., if applicable. The wage portion shall be paid net of all employee withholding taxes, including federal, state, and local income tax, FICA taxes, and federal and state unemployment taxes.

1. Sprint shall transmit to the Settlement Administrator for payment the employer share of all payroll taxes imposed by law separately and in addition to the Maximum Gross Settlement Amount (“Employer Taxes”). All Employer Taxes withheld and paid by the Settlement Administrator shall be reported by the Settlement Administrator to the appropriate taxing authorities under the payee’s name and social security number.

2. The attorney fees, costs and expenses shall be paid without withholding and shall be reported to the IRS on an IRS Form 1099 to Counsel for Settlement Plaintiffs, Tax Identification Number 26-1726163 (Schneider Wallace Cottrell Konecky LLP), and 65-0969405 (Shavitz Law Group, P.A).

3. All Settlement Plaintiffs are obligated to pay their respective share of any taxes, local, state or federal, which may become due and owing on the monies received under this Settlement Agreement.

4. In the event that any taxing body determines that different amounts should have been withheld from the payments (or any portion thereof) provided for in this paragraph, the Settlement Plaintiffs shall be liable for the payment of any such employee’s share of taxes and agree to defend, indemnify and hold the Released Parties harmless for the employee-side payment of such taxes, the failure to withhold, and any interest and penalties imposed thereon. In the event that any taxing body determines that different amounts should have been withheld from the payments (or any portion thereof) provided for in this paragraph, Defendant shall be liable for the payment of any such employer’s share of taxes and any employer-side interest and penalties imposed thereon.

5. None of the payments provided under the Settlement shall be taken into account for purposes of determining benefits under any qualified or non-qualified plans of Defendant or their affiliated companies.

K. Conditional Nature of Stipulation for Certification of the Rule 23 State Law Claims: Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Parties shall stipulate to the certification of the Rule 23 classes for the states of Arizona, Colorado, New York, Ohio, and Washington for settlement purposes only. After the Court grants preliminary approval of this Settlement Agreement (as may be amended), Named Plaintiffs will stipulate to dismiss the California Rule 23 class action and PAGA claims without prejudice, provided that Named Plaintiffs may reassert such claims in the event that the Court does not grant Final Approval of the Settlement Agreement (as may be amended). Amara's claims in the Complaint under the California Labor Code shall remain in the Lawsuit on an individual (non-class) basis, pending Final Approval and the release of those claims under the Settlement Agreement. Defendant does not waive, and instead expressly reserves its rights to challenge the propriety of collective action certification and the Rule 23 class certification for any purpose as if this Settlement Agreement had not been entered into by the Parties should the Court not approve the Settlement Agreement or should counsel for a party exercise its rights to terminate the Settlement Agreement.

L. No Additional Contribution by Defendant. Defendant's monetary obligation under this Settlement Agreement is limited to the Maximum Gross Settlement Amount and Employer Taxes. Defendant shall not be required to pay more than the Maximum Gross settlement Amount and Employer Taxes to obtain the relief (including, but not limited to, enforcement of the Settlement Agreement, releases of claims, and issuance of the Final Approval Order) provided in this Settlement Agreement or to fully and finally settle and resolve the Released Claims. Notwithstanding the above, in the event that this Settlement Agreement is voided or nullified, in whole or in part, however that may occur, or the settlement of the Lawsuit is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the Maximum Gross settlement Amount to anyone under the terms of this Settlement Agreement.

V. SETTLEMENT ADMINISTRATION

A. Appointment of Settlement Administrator. Plaintiffs' Counsel has selected Heffler Claims Group ("Settlement Administrator") as the Settlement Administrator. Defendant has approved Plaintiff's Counsel's selection of Heffler Claims Group as the Settlement Administrator.

B. Settlement Administrator's Duties. Settlement Administrator shall coordinate and undertake all duties related to the administration of the Settlement Agreement.

1. The duties of the Settlement Administrator shall include, but are not limited to: (i) compiling and sending via U.S. Mail and email to the Opt-In Plaintiffs and Putative Class Members a Notice Packet; (ii) confirming the accuracy of the mailing addresses of the Putative Class Members through the United States Post Office's National Change of Address database before mailing; (iii) performing one skip trace on Notice Packets returned as undeliverable; (iv) re-mailing Notice Packets one time only by First Class Mail if the Notice Packet was returned undeliverable and a new address is located or upon a Putative Class Member's request; (v) sending deficiency letters as needed; (vi) the allocation duties described below; (vii) process Workweek Disputes, Requests for Exclusion, and Objections; (viii) calculate and distribute all payments due under the Settlement Agreement; (ix) undertake tax reporting, withholding, and remittances, and calculate Employer Taxes; and (x) creating and operating the settlement website and toll-free call center. The Settlement Administrator shall also provide a declaration under penalty of perjury ("Administrator's Declaration") which summarizes its findings and the results of the notice process, including and not limited to, stating: the number of individuals and Workweeks reflected in the data provided by Defendant; the number of mailings; the number of Workweeks Disputes, Objections, and Requests for Exclusion received; and other information as is required to obtain final approval of the Settlement Agreement.

2. Class Counsel and Defendant's Counsel may review and approve any documents contemplated by the Settlement Agreement before they are sent. The Settlement Administrator may send no documents without first receiving written approval to do so from Class Counsel and Defendant's Counsel. The Settlement Administrator must have in place an effective information and data security program capable of protecting the personal information of the Putative Class Members and Opt-In Plaintiffs. In addition, the Settlement Administrator must contractually obligate itself to maintain reasonable physical, administrative, and technical controls to protect such information. The Parties' counsel may object to the selection of a Settlement Administrator that does not pass the assessment process or that shall not agree to

reasonable contractual commitments regarding the security of Putative Class Members and Opt-In Plaintiffs' contact information.

3. Every seven (7) calendar days after mailing of the Notice Packet, the Settlement Administrator shall provide regular, periodic updates to the Parties regarding the administration process.

C. Production of Collective and Class List to the Settlement Administrator:

Within twenty-one (21) business days of the later of (i) the date on which the Court enters an order granting preliminary approval of the Settlement Agreement or (ii) January 1, 2021, Defendant will provide the Settlement Administrator with the following information for all Settlement Plaintiffs: (a) full names, last known mailing addresses, social security number, last known personal email addresses, and last known telephone numbers for each Putative Class Member and Opt-In Plaintiff; (b) the start date and end of employment date for each Putative Class Member and Opt-In Plaintiff that worked as a non-exempt retail employee for Sprint during the applicable Settlement Period; (c) the following Workweek information for each Settlement Plaintiff: (1) the number of Arizona Workweeks in the Settlement Period, (2) the number of Colorado Workweeks in the Settlement Period, (3) the number of New York Workweeks in the Settlement Period, (4) the number of Ohio Workweeks in the Settlement Period, (5) the number of Washington Workweeks in the Settlement Period, and (6) for Opt-In Plaintiffs only, the total Workweeks (nationwide) in the Settlement Period; and (d) any additional agreed-upon information necessary to perform payout calculations as provided in this Settlement Agreement ("Class Data List"). If timing is an issue, Defendant reserves the right to provide the Settlement Administrator the start and end dates for each Putative Class Member and Opt-In Plaintiff, and permit the Settlement Administrator to calculate the number of workweeks for each Putative Class Member and Opt-In Plaintiff pursuant to the instructions provided above for "Workweeks at Issue." The information provided to the Settlement Administrator shall be considered confidential, shall not be disclosed to anyone other than Defendant's counsel and the Settlement Administrator, and shall be destroyed by the Settlement Administrator at the conclusion of this Lawsuit.

D. Notice to Putative Class Members and Opt-In Plaintiffs. Within ten (10) calendar days after receiving the Class Data List from Defendant, Settlement Administrator shall send the Court-approved Settlement Notices, in substantially the forms attached hereto as **Exhibits A-C**, to all Putative Class Members and Opt-In Plaintiffs via first class mail and email, using the

Class Data List. Prior to the mailing of the Notice Packet, the Settlement Administrator shall search the National Change of Address Database for more recent mailing addresses for Class Members and update the addresses on file in the Class Data List accordingly. The Notice Packet shall notify Putative Class Members and Opt-In Plaintiffs of their options to dispute Workweeks credited to them, request exclusion, or object to the Settlement Agreement, and notify them that the deadline to exercise these options is the Response Deadline. The Notice Packet shall also state the number of Workweeks credited to each Putative Class Member, Named Plaintiff, and Opt-In Plaintiff as a Settlement Class Member and/or as an Opt-In Plaintiff; and his or her estimated gross Individual Class Settlement Share and/or Individual FLSA Settlement Share based thereon. The “Response Deadline” will be the date that is **sixty (60) calendar days** from the date of initial mailing of the Notice Packet. In the case of a Notice Packet re-mailed via U.S. Mail, the Response Deadline shall be extended by fifteen (15) calendar days. For Notice Packets that are returned by the postal service with a forwarding address, the Settlement Administrator will, within three (3) business days of receipt of the returned notice, re-mail the Notice Packet to the forwarding address. For notices that are returned as undeliverable and/or with no forwarding address, the Settlement Administrator will, within three (3) business days of receipt of the returned notice, conduct a skip-trace and, if a new address is found, re-mail the Notice Packet to the new address promptly. A Putative Class Member who opts out of the settlement may not object to the Settlement Agreement. All objections to the settlement must be in writing and must be received by the Settlement Administrator by the Response Deadline.

E. **Settlement Website and Call Center.** The Settlement Administrator will create a website for the settlement, which will allow Putative Class Members and Opt-In Plaintiffs to view the Notice Packet (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant’s Counsel with a preview of the proposed website. Class Counsel and Defendant’s Counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Putative Class Members and Opt-In Plaintiffs during the notice and settlement administration periods. The Settlement

Administrator will be directed to take the website and call center down after the 120-day check cashing period for settlement checks.

F. **Resolution of Disputes.** In the event of a dispute regarding the validity of a Putative Class Member or Opt-In Plaintiff or their number of Workweeks, the Parties will meet and confer in an effort to reach a resolution. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. All disputes relating to Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which shall have continuing jurisdiction over the Settlement Agreement until all obligations contemplated have been fully carried out.

G. **Calculation of Employer Taxes.** Within seven calendar days after the Effective Date, Settlement Administrator shall calculate all Employer Taxes and advise Defendant of the total amount that is due for Employer Taxes.

VI. PUTATIVE CLASS MEMBERS' AND OPT-IN PLAINTIFFS' OPTIONS IN RESPONSE TO THE NOTICE PACKET

A. **Request Exclusion from the Class Settlement.** In order to opt out and not participate in the Class Settlement, a Putative Class Member must submit a written request to exclude him or herself from the Class Settlement ("Request for Exclusion" or "Opt Out") containing: (1) the Putative Class Member's full name, mailing address, last four digits of his or her Social Security number, and signature; (2) the case name and/or number of the *Amaraut* Lawsuit; (3) and a statement indicating that the Putative Class Member seeks to exclude him or herself from the Class Settlement. The Request for Exclusion must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. A Putative Class Member who does not submit a timely and valid Request for Exclusion in the manner and by the deadline specified above shall be deemed to have waived his or her right to be excluded from the Class Settlement. Opt-In Plaintiffs shall have no right to request exclusion or opt out of their participation in the FLSA portion of this settlement. To the extent that an individual is both a Putative Class Member and an Opt-In Plaintiff, he or she shall only be permitted to opt out of the Class Settlement, and shall not be permitted to opt out of their participation in the FLSA portion of this settlement.

B. **Objection to the Class Settlement.** A Putative Class Member who does not submit a timely and valid Request for Exclusion (a "Settlement Class Member") will have the right to object to the Class Settlement. Settlement Class Members who wish to object to the Class

Settlement must submit a written statement objecting to the Class Settlement (“Objection”), containing: (1) the objector’s full name and mailing address, last four digits of his or her Social Security number, and signature; (2) the case name and/or number of the *Amaraut* Lawsuit; (3) a statement indicating that the Settlement Class Member objects to the Class Settlement; (4) the specific ground(s) for the objection(s); and (5) whether or not they are represented by counsel (if so, the statement shall state the name and contact information of said counsel). The Objection must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. The Settlement Administrator shall then promptly forward any objections that it receives to Class Counsel and counsel for Defendant. A Settlement Class Member who does not submit an objection in the manner and by the deadline specified above shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Class Settlement, whether by appeal or otherwise. Opt-In Plaintiffs shall have no right to object to the FLSA portion of this settlement. To the extent that an individual is both a Putative Class Member and an Opt-In Plaintiff, he or she shall only be permitted to object to the Class Settlement, and shall not be permitted to object to the FLSA portion of this settlement.

C. **Workweek Disputes.** A Settlement Class Member and/or Opt-In Plaintiff must submit a written dispute to the Settlement Administrator in order to dispute the number of Workweeks credited to him or her (“Workweek Dispute”) which must: (1) contain the Settlement Class Member’s and/or Opt-In Plaintiff’s full name, mailing address, last four digits of his or her Social Security number, and signature; (2) contain the case name and/or number of the *Amaraut* Lawsuit; (3) contain a statement indicating that the Settlement Class Member and/or Opt-In Plaintiff disputes the Workweeks credited to him or her and indicating what number of Workweeks he or she contends is correct or incorrect; and (4) attach documentation supporting his or her contention about the correct number of Workweeks that should be credited to him or her. The Workweek Dispute must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. In the absence of supporting documentation, Defendant’s records shall be presumed correct. The Settlement Administrator shall refer all disputes to the Parties. The Parties will meet and confer in an effort to reach a resolution. If the Parties cannot reach a resolution, they will refer the dispute to the Court for a final resolution.

D. **No Retaliation.** Defendant shall not retaliate against any Putative Class Member or Opt-In Plaintiff for participating in or opting out of the Class Settlement.

VII. FUNDING AND DISTRIBUTION OF THE SETTLEMENT

A. **Funding of Settlement.** Within (30) business days after the Effective Date, Defendant shall pay the Settlement Sum (i.e., \$7,600,000.00) and the amount that the Settlement Administrator advises is due for Employer Taxes, by transferring these amounts to a settlement account established by the Settlement Administrator for administration of the Settlement.

B. **Distribution of the Settlement Funds.** The Settlement Administrator shall distribute the Individual Settlement Payments to Settlement Plaintiffs, Service Awards to Named Plaintiffs, Settlement Administration Costs to the Settlement Administrator, and Attorneys' Fees and Costs to Class Counsel, within ten (10) business days of receipt of the Settlement Sum funds from Defendant. With respect to the Attorneys' Fees and Costs to Class Counsel, Settlement Administrator may, at the request of Class Counsel, purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for the Attorneys' Fees and Costs awarded to Class Counsel.

C. **No Claims Resulting from Payments.** No person shall have any claim of any kind whatsoever against any of the Parties, Released Parties, Defense Counsel, and/or Class Counsel, based on distribution of the Settlement Sum (including, without limitation, the Attorneys' Fees and Costs, Service Awards, etc.) made in accordance with this Settlement Agreement; except that, in the event that a Putative Class Member is not included on the Class Data List and is not issued a Settlement Notice, such an individual will maintain his or her claims against Defendant.

VIII. RELEASE BY SETTLEMENT PLAINTIFFS

A. **Release of Settlement Plaintiffs' Claims.** Upon the Effective Date, and provided that Sprint funds the Maximum Gross Settlement Amount, each Settlement Plaintiff will be deemed to have released, waived, and discharged the Released Parties as follows:

1. **FLSA Collective Release:** Each Opt-In Plaintiff who is a participating Settlement Plaintiff and has received a settlement check for their Individual FLSA Settlement Share shall hereby knowingly, voluntarily and completely release the Released Parties as defined in this Settlement Agreement from/for all the Opt-In Plaintiffs Released Claims up to and including December 31, 2020.

2. **Settlement Class Release:** Each Settlement Class Member who is a participating Settlement Plaintiff and has received a settlement check for their Individual Class Settlement Share shall hereby knowingly, voluntarily and completely release the Released Parties

as defined in this Settlement Agreement from/for all the Settlement Class Members Released Claims up to and including December 31, 2020.

3. **Release by Named Plaintiffs:** For the purpose of implementing a full and complete release and discharge, each of the Named Plaintiffs expressly acknowledges that the release given in the Settlement Agreement is intended to include in their effect, without limitation, that with respect to the Named Plaintiffs' Released Claims, all claims that they alleged in the Complaint or could have alleged in the Complaint against the Released Parties, that they did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this Lawsuit, and that the consideration given under this Settlement Agreement is also for the release of those claims and contemplates the extinguishment of any such claims against the Released Parties. Each Named Plaintiff who receives a Service Award shall hereby knowingly, voluntarily and completely release the Released Parties as defined in this Settlement Agreement from/for all the Named Plaintiffs' Released Claims. Each Named Plaintiffs' release, remise, and/or discharge of the Named Plaintiffs' Release Claims is contingent upon the approval by the Court of, and payment to the Named Plaintiff of, a Service Award.

4. Notwithstanding the foregoing, nothing prevents or limits Settlement Plaintiffs from filing a charge or participating in an investigative proceeding of the Equal Employment Opportunity Commission or other governmental agency. Upon final approval of the settlement by the Court, all participating Settlement Plaintiffs will have all of their applicable claims, as agreed upon in this Settlement Agreement, dismissed with prejudice. The Parties agree that it is their intent that the terms set forth in this Settlement Agreement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand or other action of any kind, by each and every participating Settlement Plaintiff, including Settlement Class Members and Opt-In Plaintiffs, to obtain any recovery based on the facts giving rise to the claims pled or which could have been plead in this Lawsuit.

B. **1542 Waiver and Additional Release.** In addition to the above, as of the Effective Date, the Named Plaintiffs hereby waive and release any and all provisions, rights, or benefits conferred by section 1542 of the California Civil Code, or by any other similar, comparable or equivalent laws of the states of Arizona, Colorado, New York, Ohio, Washington, or any other state, territory, or province of the United States or other jurisdiction, or principle of common law,

that are similar, comparable or equivalent to §1542 of the California Civil Code to the fullest extent that they may lawfully waive such rights or benefits with respect to the Released Claims. Section 1542 of the California Civil Code provides as follows:

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

Each of the Named Plaintiff expressly acknowledges, and the Named Plaintiff shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement Agreement and that they been advised by their attorney(s) of the contents and effect of Section 1542. Each of the Named Plaintiffs may hereafter discover facts other than or different from those which he/she knows to be true with respect to the Named Plaintiffs Released Claims, but each Named Plaintiff hereby expressly fully, finally, and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Named Plaintiffs Released Claims, without regard to subsequent discovery or existence of such different or additional facts.

C. **No Additional Attorneys' Fees or Costs.** The Parties agree to bear its/their own attorneys' fees and costs related to the Lawsuit except as specifically provided above with respect to the Attorneys' Fees and Costs, and Class Counsel waives any and all rights to further attorneys' fees and costs in connection with the Lawsuit.

IX. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

A. **Navarrete Settlement.** Named Plaintiffs and Class Counsel shall not oppose, object, or engage in any behavior to prevent the approval of the settlement in *Antonio Navarrete v. Sprint/United Management Company, Sprint Corporation, et al.*, Case No. 8:19-cv-00794-JLS-ADS (U.S. District Court – Central District), which seeks to resolve all Rule 23 claims for the State of California, and all penalties associated with Private Attorney General Act. The preliminary approval hearing to approve the settlement in the *Navarrete* matter is set for November 20, 2020. Once the *Navarrete* class settlement is preliminarily approved by the Court, Amaraut shall opt out of the *Navarrete* settlement.

B. **Cooperation Clause.** The Parties agree to cooperate fully, completely, and promptly with each other to accomplish the terms of the Settlement Agreement, including, but not limited to, execution of documents and taking such actions as may be reasonably necessary to implement the terms of the Settlement Agreement. The Parties agree to use reasonable efforts, including all efforts contemplated by this Settlement Agreement and any other reasonable efforts that may become necessary by order of the Court, or otherwise, to effect the Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel and Named Plaintiffs will, with the assistance and cooperation of Sprint and Sprint’s counsel, take all necessary steps to secure the Court’s preliminary and final approval of the Settlement Agreement, which may include promptly filing stipulations, declaration, or requests that the Court deems necessary, and making such appearances as the Court may deem necessary to secure the total and complete approval of this Settlement Agreement.

C. **Confidentiality.** Prior to filing of the Motion for Preliminary Approval and Motion for Final Approval, Class Counsel shall not discuss the terms of the Settlement Agreement or the negotiations leading to settlement with any person other than the Named Plaintiffs, except that Class Counsel may discuss the general terms of the Settlement with Putative Class Members and Opt-In Plaintiffs. Additionally, the Parties agree that prior to the filing of a Motion for Preliminary Approval of this settlement, the only permitted disclosures of this Settlement Agreement are those mutually agreed to by the Parties and as requested by the Court. This provision shall not preclude Defendant from making any necessary corporate disclosures.

D. **Communication by Counsel.** Class Counsel, Defendant, and Defendant’s Counsel agree that they shall not solicit Putative Class Members or Opt-In Plaintiffs to exclude themselves from or participate in this settlement. Class Counsel further agree that they shall not initiate contact with the Putative Class Members during the settlement approval process. Nothing shall prevent Counsel for Settlement Plaintiffs from responding to inquiries from Putative Class Members and Opt-In Plaintiffs. For its part, Defendant agrees that it shall not discourage Putative Class Members from participating in the settlement and shall refer any questions to the Settlement Administrator.

E. **Preparation of Approval Documents.** Class Counsel shall draft and file a motion seeking preliminary approval of the Settlement Agreement (“Motion for Preliminary Approval”), and if the Settlement is granted preliminary approval, a motion seeking final approval of the

Settlement (“Motion for Final Approval”). Class Counsel may bring a separate motion for approval of Class Counsel’s attorneys’ fees and costs and for approval of the Service Awards. At least five (5) business days prior to filing the Motion for Preliminary Approval and Motion for Final Approval, respectively, Class Counsel will provide Defense Counsel with drafts for review. Class Counsel need not provide Defense Counsel with drafts of the separate motion for approval of Class Counsel’s attorneys’ fees and costs and for approval of the Service Awards. The Parties will jointly agree on the contents and form of the contemplated proposed orders, which will be submitted to the Court in conjunction with the motions. In the event of a dispute between Class Counsel and Defense Counsel regarding the content or form of the contemplated proposed orders, the Parties will submit the dispute to the mediator and the mediator will resolve the dispute. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the settlement described in this Settlement Agreement.

F. **Motion for Preliminary Approval.** Class Counsel shall submit this fully executed Settlement Agreement to the Court in support of Plaintiffs’ Motion for Preliminary Approval of the Settlement. Class Counsel shall apply to the Court for the entry of an order granting preliminary approval, which:

- a) Schedules a hearing on whether the proposed Settlement Agreement should be finally approved as fair, reasonable and adequate to the members of the class;
- b) Approves the law firms of *Schneider Wallace Cottrell Konecky LLP* and *Shavitz Law Group, P.A.* to serve as Class Counsel and Named Plaintiffs Vladimir Amaraut, Katherine Almonte, Marissa Painter, Kristopher Fox, Dylan McCollum, and Quinn Myers to serve as the Class Representatives;
- c) Approves the form and content of the proposed Notice Packet;
- d) Directs the delivery of the Notice Packet to Putative Class Members and Opt-In Plaintiffs;
- e) Preliminarily approves the Settlement Agreement;
- f) Provisionally certifies the FLSA Action, and the Rule 23 classes for the states of Arizona, Colorado, New York, Ohio, and Washington for purposes of settlement only; and

g) Preliminarily approves the allocation and distribution of the Settlement Sum as stated in this Settlement Agreement.

G. **Motion for Final Approval.** Class Counsel shall file a Motion for Final Approval of the settlement per the deadline to be set by the Court, and will submit a Proposed Final Approval Order and Judgment for entry by the Court if Final Approval is granted, which:

a) Approves the Settlement Agreement, determining the terms thereof to be fair, reasonable and adequate and directing implementation of its terms and provisions;

b) Approves Class Counsel's application for an award of Attorney's Fees and Litigation Costs, as set forth herein; and

c) Enters judgment in the Lawsuit, forever and permanently barring all Settlement Plaintiffs from prosecuting any and all claims related to the Lawsuit, and Settlement Class Members from prosecuting any and all Class Claims against any of the Released Parties, on satisfaction of all payments and obligations hereunder.

X. VOIDING THE SETTLEMENT AGREEMENT

A. **Right of Revocation.** If 10% or more of Putative Class Members who received a Notice Packet validly exclude themselves from this settlement, Sprint, and only Sprint, shall have the right to rescind, void, or otherwise cancel the Settlement Agreement within twenty (20) days after the Notice Period closes and the Settlement Administrator has informed Defendant how many Putative Class Members have excluded themselves or opted out of the settlement. The Settlement Administrator shall report to the Parties' respective counsel after the mailing of the Notice Packet regarding the percentage of Putative Class Members who have opted out. The 10% can be calculated one of two ways: (1) On a class-by-class basis, which will be calculated by taking the total number of Putative Class Members who have validly excluded themselves from the settlement of their respective Rule 23 class and dividing that number by the total number of Putative Class Members in that Rule 23 class; or (2) As a percentage of total Putative Class Members, which will be calculated by taking the total number of Putative Class Members that have validly excluded themselves from the settlement and dividing that amount by the total number of Putative Class Members who received a Notice Packet. In the event that Sprint exercises its right of revocation pursuant to this Paragraph, Sprint shall pay for all Settlement Administration Costs incurred through the date of revocation.

B. **Material Conditions.** A failure of the Court to approve any material condition of this Settlement Agreement that affects a fundamental change to the Parties' Settlement Agreement, excluding the proposed Attorneys' Fees and Costs and Named Plaintiffs' Service Awards, shall render the entire Settlement Agreement voidable and unenforceable as to all Parties at the option of any of the Parties, by giving written notice to all Parties within **thirty (30) calendar days** of learning of that failure. If any of the Parties exercise their option to terminate the Settlement Agreement, the certification of the Rule 23 classes provided for herein shall be vacated and the litigation shall proceed without prejudice to any Party's position on the issue of class certification, adequacy of representation, standing, or any other issue. No Party or his, her, their, or its counsel shall encourage any Putative Class Member to opt out of the Class Settlement, or an Opt-In Plaintiff to withdraw their consent form.

XI. MISCELLANEROUS PROVISIONS

A. **CAFA Notice.** Defendant shall be responsible for sending notices to the various state authorities at the time of filing of the preliminary approval motion.

B. **Voluntariness.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. **No Prior Assignment.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Settlement Class Member, the State of California, Class Counsel, or Defense Counsel without the express written consent of each Party. Named Plaintiffs expressly warrant that they have not transferred to any person or entity any right or cause of action, or claim released by this Settlement Agreement.

D. **Representation and Warranties.** Class Counsel and Named Plaintiffs jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Lawsuit or the Settlement contemplated hereby.

E. **Media and Confidentiality Obligations.** Settlement Plaintiffs and Class Counsel agree that no public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the settlement of this Lawsuit or this Settlement Agreement shall be made at any time. Further, Settlement Plaintiffs and Class Counsel shall not, at any time, (a) issue a press or media release or otherwise notify the media about the Settlement

Agreement, (b) initiate any contact with the press, other media (including social media), or any third party, (c) advertise or make any public statements regarding the terms of the Settlement Agreement through written, recorded or electronic communications, (d) respond to any inquiry from the press, or media, or (e) have any communication with the press or other media about the Lawsuit, including, but not limited to the fact, amount, and/or terms of the Settlement, either before or after the Court approves this Agreement. Counsel for Settlement Plaintiffs will not identify Sprint in any information about the settlement posted on their website(s). To the extent limited public disclosures are required to effectuate the Settlement Agreement, or to notify the courts or parties in any pending, related proceeding, such limited and necessary details may be revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly disclosed. Notwithstanding the foregoing, Sprint and its counsel shall not be precluded from making any disclosures required by law or in connection with an SEC filing. Nothing herein restricts Settlement Plaintiffs from disclosing the Settlement Agreement to their immediate family members or legal or financial advisors.

F. **Service Or Written Notice.** Whenever, under this Settlement Agreement, a person must provide service or written notice to Sprint, Defendant's Counsel, or Counsel for Settlement Plaintiffs, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing. As to Counsel for Settlement Plaintiffs: Carolyn Cottrell, **Schneider Wallace Cottrell Konecky LLP**, 2000 Powell Street, Suite 1400, Emeryville, CA 94608 (e-mail: ccottrell@schneiderwallace.com), and Gregg I. Shavitz, **Shavitz Law Group, P.A.** Boca Raton Office, 951 Yamato Road, Suite 285, Boca Raton, FL 3343 (e-mail: gshavitz@shavitzlaw.com). As to Counsel for Sprint: Emily Patajo, **Littler Mendelson, P.C.**, 2049 Century Park East, 5th Floor, Los Angeles, CA 90067 (e-mail: epatajo@littler.com).

G. **Severability.** If any portion of this Settlement Agreement is held legally invalid or unenforceable, such event will not render invalid or unenforceable any other portion of this Settlement Agreement, and the remainder of this Settlement Agreement will be read as though the invalid or unenforceable portion were omitted; provided, however, that such reading will not materially frustrate the intent of the Parties as evidenced in this Settlement Agreement.

H. **Continuing Jurisdiction.** The Court that approves the Settlement Agreement shall retain continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, and all Settlement Plaintiffs, for the administration and enforcement of this Settlement Agreement.

I. **Choice of Law.** The enforcement of this Settlement Agreement shall be governed and interpreted by and under the laws of California, without regard to otherwise applicable principles of conflicts of laws, whether or not any Party is or may hereafter be a citizen or resident of, or may have been employed by Sprint in, another state.

J. **Entire Agreement.** This Settlement Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth or referred to herein. Unless expressly indicated otherwise in this Settlement Agreement, this agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof.

K. **Amendments/Modifications/Extensions of Time.** This Settlement Agreement constitutes the entire agreement of the Parties concerning the subjects contained herein. This Settlement Agreement may not be changed or altered except in writing signed by or on behalf of all Parties and upon approval by the Court, except that the Parties, acting through counsel, may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement. No waiver, modification or amendment of this Settlement Agreement shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent in such written waiver, modification or amendment, subject to any required Court approval.

L. **Waiver of Compliance.** Any failure by any Party to insist upon the strict performance by the other party of any of the provisions of this Settlement Agreement shall not be deemed or operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any of the other provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Settlement Agreement.

M. **Binding Agreement.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, predecessors and assigns.

N. **Construction.** The Parties have cooperated in the negotiation and preparation of this Settlement Agreement. This Settlement Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Settlement Agreement.

O. **Fair Settlement.** Named Plaintiffs, Defendant, Class Counsel, and Defense Counsel believe that this Settlement Agreement reflects a fair, reasonable, and adequate settlement of the Lawsuit and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

P. **Captions or Headings.** The captions or headings of the paragraphs of this Settlement Agreement are for convenience of reference only and shall not affect the construction or interpretation of any part of this Settlement Agreement.

Q. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters. Other than the contents of this Settlement Agreement, no representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement.

R. **Destruction and/or Return of Evidence.** Upon distribution of the settlement funds to the Settlement Administrator, the Parties Plaintiff and Class Counsel shall destroy all documents produced by Sprint during formal or informal discovery, which necessarily include all confidential documents related to this Lawsuit, the litigation and this settlement. Within seven (7) calendar days of the distribution of settlement funds to the Settlement Administrator, Counsel for Settlement Plaintiff shall certify in writing, by way of a signed declaration that they have destroyed all confidential information related to this Lawsuit, litigation, and settlement, which include but not limited to all documents by Sprint during formal or informal discovery, all documents marked as "Confidential," and all class lists, collective lists, and the names, addresses, e-mail, social security number, and other contact, time, and payroll information related to the Settlement Plaintiffs and this Lawsuit.

S. **Signatures/Authority to Execute and Sign.** The signatories hereto represent and warrant that they have the authority to sign on behalf of their designated Parties. The Parties further represent and warrant that they are competent to enter into this Settlement Agreement and have the full right, power, and authority to enter into and perform the obligations herein. This Settlement Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic, facsimile, or digital copies or signatures of such signed counterparts may be used in lieu of the originals for any purpose. The Parties may provide a “wet signature” or a signature from a legally-binding eSignature service, including but not limited to HelloSign, for purposes of effectuating the Settlement Agreement. If a Named Plaintiff is unable to provide a handwritten signature, the following conditions apply:

1. The electronic signature system and processes Counsel for Settlement Plaintiffs used to obtain the Named Plaintiffs signature must comply with the federal ESIGN Act and any state laws regarding the use or adoption of electronic signatures;

2. Named Plaintiffs consents, and hereby acknowledges such consent, to using electronic signatures for this purpose (a requirement under both the federal and state laws);

3. Counsel for Settlement Plaintiffs have selected and implemented a method in their electronic signature system to authenticate Named Plaintiffs to ensure the signature is Named Plaintiffs’ signatures;

4. Counsel for Settlement Plaintiffs has and will maintain records of the system and the process used to present the Settlement Agreement to the Named Plaintiffs and obtain and record Named Plaintiffs’ signatures, and they will maintain and provide such records to Defendant’s counsel and Defendant if needed to allow them to lay the foundation for the admission of the Settlement Agreement into evidence;

5. The Parties agree that providing an electronic signature obtained via the HelloSign system, with accompanying HelloSign audit trail, shall satisfy conditions 1-4 in this Section;

6. Named Plaintiffs waive any objections to the admission of the Settlement Agreement in any later action to enforce the terms of the agreement based on the electronic signature process; and

7. Named Plaintiffs and Counsel for Settlement Plaintiffs agree to indemnify and hold Defendant and Defendant’s counsel harmless from any loss, cost, damage or expense (including attorneys’ fees) resulting from Defendant’s inability, based on fraudulent signatures of Named Plaintiffs, or other issues that result from Named Plaintiffs providing an electronic signature to enforce the Settlement Agreement and the release contained in herein.

T. **Execution of Agreement/Counterparts.** This Settlement Agreement shall become effective upon its execution subject to subsequent judicial approval. The Parties or authorized signatories may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if Counsel for Settlement Plaintiffs and Sprint had signed the same instrument. Any signature made and transmitted by facsimile, or other electronic means, for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and will be binding upon the Party whose counsel transmits the signature page by facsimile, or other electronic means. Each counsel or other person executing this Settlement Agreement or any of its exhibits on behalf of any Party warrants that such person has the authority to do so. Any person executing this Settlement Agreement or any such related documents on behalf of a corporate signatory warrants and promises for the benefit of all Parties hereto that such person has been duly authorized by such corporation to execute this Settlement Agreement or any such related documents.

U. **Class Counsel Signatories.** It is not practical to have each Settlement Class Member or Opt-In Plaintiff to execute this Settlement Agreement. The Notice Packet advises all Putative Class Members and Opt-In Plaintiffs of the binding nature of the release as to the Settlement Plaintiffs and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Plaintiff.

IN WITNESS WHEREOF: the undersigned duly executed this Settlement Agreement as of the date(s) indicated below:

APPROVED AND ACCEPTED.

BY: PLAINTIFF VLADIMIR AMARAUT

Dated: 12 / 08 / 2020



VLADIMIR AMARAUT

BY: PLAINTIFF KATHERINE ALMONTE

Dated: 12/04/2020

Katherine Almonte
KATHERINE ALMONTE

BY: PLAINTIFF KRISTOPHER FOX

Dated: _____

KRISTOPHER FOX

BY: PLAINTIFF QUINN MYERS

Dated: _____

QUINN MYERS

BY: PLAINTIFF DYLAN MCCOLLUM

Dated: _____

DYLAN MCCOLLUM

BY: PLAINTIFF MARISSA PAINTER

Dated: _____

MARISSA PAINTER

BY: DEFENDANT SPRINT/UNITED MANAGEMENT COMPANY.
On behalf of Sprint/United Management Company and the Released Parties

Dated: _____

Signature

Print Name

Title

BY: PLAINTIFF KATHERINE ALMONTE

Dated: _____

KATHERINE ALMONTE

BY: PLAINTIFF KRISTOPHER FOX

Dated: 12/09/2020



KRISTOPHER FOX

BY: PLAINTIFF QUINN MYERS

Dated: _____

QUINN MYERS

BY: PLAINTIFF DYLAN MCCOLLUM

Dated: _____

DYLAN MCCOLLUM

BY: PLAINTIFF MARISSA PAINTER

Dated: _____

MARISSA PAINTER

BY: DEFENDANT SPRINT/UNITED MANAGEMENT COMPANY.
On behalf of Sprint/United Management Company and the Released Parties

Dated: _____

Signature

Print Name

Title

BY: PLAINTIFF KATHERINE ALMONTE

Dated: _____

KATHERINE ALMONTE

BY: PLAINTIFF KRISTOPHER FOX

Dated: _____

KRISTOPHER FOX

BY: PLAINTIFF QUINN MYERS

Dated: 12/05/2020 _____

Quinn Myers

QUINN MYERS

BY: PLAINTIFF DYLAN MCCOLLUM

Dated: _____

DYLAN MCCOLLUM

BY: PLAINTIFF MARISSA PAINTER

Dated: _____

MARISSA PAINTER

BY: DEFENDANT SPRINT/UNITED MANAGEMENT COMPANY.

On behalf of Sprint/United Management Company and the Released Parties

Dated: _____

Signature

Print Name

Title

BY: PLAINTIFF KATHERINE ALMONTE

Dated: _____

KATHERINE ALMONTE

BY: PLAINTIFF KRISTOPHER FOX

Dated: _____

KRISTOPHER FOX

BY: PLAINTIFF QUINN MYERS

Dated: _____

QUINN MYERS

BY: PLAINTIFF DYLAN MCCOLLUM

Dated: 12/04/2020



DYLAN MCCOLLUM

BY: PLAINTIFF MARISSA PAINTER

Dated: _____

MARISSA PAINTER

BY: DEFENDANT SPRINT/UNITED MANAGEMENT COMPANY.
On behalf of Sprint/United Management Company and the Released Parties

Dated: _____

Signature

Print Name

Title

BY: PLAINTIFF KATHERINE ALMONTE

Dated: _____

KATHERINE ALMONTE

BY: PLAINTIFF KRISTOPHER FOX

Dated: _____

KRISTOPHER FOX

BY: PLAINTIFF QUINN MYERS

Dated: _____

QUINN MYERS

BY: PLAINTIFF DYLAN MCCOLLUM

Dated: _____

DYLAN MCCOLLUM

BY: PLAINTIFF MARISSA PAINTER

Dated: 12/07/2020 _____



MARISSA PAINTER

BY: DEFENDANT SPRINT/UNITED MANAGEMENT COMPANY.
On behalf of Sprint/United Management Company and the Released Parties

Dated: _____

Signature

Print Name

Title

BY: PLAINTIFF KATHERINE ALMONTE

Dated: _____

KATHERINE ALMONTE

BY: PLAINTIFF KRISTOPHER FOX

Dated: _____

KRISTOPHER FOX

BY: PLAINTIFF QUINN MYERS

Dated: _____

QUINN MYERS

BY: PLAINTIFF DYLAN MCCOLLUM

Dated: _____

DYLAN MCCOLLUM

BY: PLAINTIFF MARISSA PAINTER

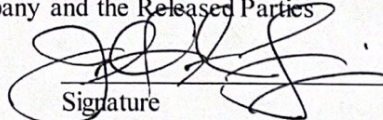
Dated: _____

MARISSA PAINTER

BY: DEFENDANT SPRINT/UNITED MANAGEMENT COMPANY.

On behalf of Sprint/United Management Company and the Released Parties

Dated: 12/7/2020



Signature

Jon Freier

Print Name

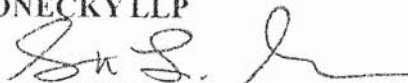
Executive Vice President

Title

APPROVED AS TO FORM AND CONTENT:

Dated: December 10, 2020

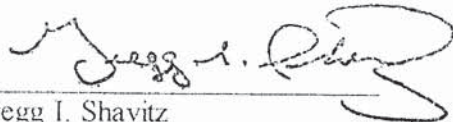
**SCHNEIDER WALLACE COTTRELL
KONECKYLLP**



Carolyn H. Cottrell
David C. Leimbach
Scott L. Gordon
Attorneys for Named Plaintiffs, Opt-In
Plaintiffs, and Settlement Class Members

Dated: December 10, 2020

SHAVITZ LAW GROUP, P.A.



Gregg I. Shavitz
Michael Palitz
Tamra C. Givens
Attorneys for Named Plaintiffs, Opt-In
Plaintiffs, and Settlement Class Members

Dated: _____, 2020

LITTLER MENDELSON, P.C.

Emily T. Patajo
Hovannes G. Nalbandyan
Attorneys for Defendant

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2020

**SCHNEIDER WALLACE COTTRELL
KONECKY LLP**

Carolyn H. Cottrell
David C. Leimbach
Scott L. Gordon
Attorneys for Named Plaintiffs, Opt-In
Plaintiffs, and Settlement Class Members


Dated: _____, 2020

SHAVITZ LAW GROUP, P.A.

Gregg I. Shavitz
Michael Palitz
Tamra C. Givens
Attorneys for Named Plaintiffs, Opt-In
Plaintiffs, and Settlement Class Members

Dated: December 7, 2020

LITTLER MENDELSON, P.C.



Emily T. Patajo
Hovannes G. Nalbandyan
Attorneys for Defendant

EXHIBIT A

**NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

*Amaraut, et al. v. Sprint/United Management Company, Case No. 3:19-cv-00411-WQH-AHG
(S.D. Cal.)*

**IF YOU WORKED AS A NON-EXEMPT EMPLOYEE AT A SPRINT RETAIL STORE
IN THE STATES OF ARIZONA, COLORADO, NEW YORK, OHIO, OR
WASHINGTON DURING THE PERIODS SPECIFIED BELOW, YOU MAY BE
ENTITLED TO PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT.**

*** * * ***

**YOU WILL RECEIVE AN ESTIMATED AMOUNT OF [INSERT] IF YOU ELECT TO
PARTICIPATE IN THE SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

A court authorized this Notice. This is not a solicitation from a lawyer.

1. Why Did I Get This Notice?

A proposed class action settlement (the “Settlement”) has been reached in *Amaraut, et al. v. Sprint/United Management Company*, Case No. 3:19-cv-00411-WQH-AHG (S.D. Cal.) (the “Lawsuit”). You received this Notice of Settlement (“Notice”) because the records of Sprint/United Management Company (“Sprint”) show you performed work as a non-exempt employee in a Sprint Retail Store in one or more of the following states and related periods:

- **Arizona:** February 28, 2018 through December 31, 2020
- **Colorado:** February 28, 2016 through December 31, 2020
- **New York:** February 28, 2013 through December 31, 2020
- **Ohio:** February 28, 2016 through December 31, 2020
- **Washington:** February 28, 2016 through December 31, 2020

Because you fit this definition, **you are entitled to receive money from the Settlement, as described below.** This Notice explains the details of the Settlement. The Notice also describes how you can participate in the Settlement, and how you can opt-out or object to the Settlement (if you choose to do so).

The United States District Court for the Southern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on [REDACTED].

2020 at [redacted], before the Honorable William Q. Hayes at the James M. Carter and Judith N. Keep United States Courthouse, Courtroom [redacted], 333 West Broadway, San Diego, California 92101.

IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT OF THE CLASS ACTION, YOU DO NOT NEED TO DO ANYTHING; A CHECK FOR YOUR SHARE OF THE SETTLEMENT FUNDS WILL BE MAILED TO YOU FOLLOWING FINAL COURT APPROVAL OF THE SETTLEMENT.

2. What is the Lawsuit About? Description of the Lawsuit.

The Lawsuit alleges that individuals whom Sprint employed as non-exempt employees in its retail stores were not compensated for all hours worked, including failure to pay for all earned wages, legally mandated overtime premium and/or minimum wages, overtime compensation, unpaid time worked “off the clock”; denial of compliant meal and rest breaks where required; failure to timely pay all wages; failure to provide itemized wage statements where required; and all related claims for relief. Specifically, the Lawsuit alleges that employees worked off-the-clock performing tasks including opening and closing procedures, logging into Sprint’s computer system, attending mandatory conference calls, communicating with managers and employees via mobile messaging (“GroupMe”), taking phone calls from managers, employees and customers, submitting expense reports and job-related paperwork, and working during unpaid meal and rest breaks. Claims in the Lawsuit are brought under federal law, as well as the laws of Arizona, Colorado, New York, Ohio, and Washington.

*NOTE: To assert your federal law claims under the Fair Labor Standards Act (“FLSA”), you were required to submit an Opt-In Consent Form in order to become an Opt-In Plaintiff. The time for submitting the Opt-In Consent Form has now passed. However, you are **not** required to submit an Opt-In Consent Form to assert your state law claims for work in Arizona, Colorado, New York, Ohio, and Washington.*

Sprint denies all of the allegations in this Lawsuit. Sprint has asserted legal and factual defenses to Plaintiffs’ claims. Nothing in this Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against Sprint or anyone else of any fault, wrongdoing or liability whatsoever. Sprint further contends that the Plaintiffs’ claims do not meet the requirements for class certification. The Parties reached the proposed Settlement because they recognize the risks, distractions, and costs associated with litigation. The Court has not expressed an opinion regarding the merits of Plaintiffs’ claims or Sprint’s liability.

This Settlement is the result of good faith, arm’s length negotiations between the Plaintiffs and Sprint, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Sprint. By agreeing to settle, Sprint

does not admit, and expressly denies, liability on any of the factual allegations or claims in the Lawsuit.

The Settlement Administrator has created a Settlement website, which can be accessed at **[INSERT URL]**. The Settlement website contains a copy of the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and the Notices of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

In order for the Settlement to be effective, the Court must approve the terms of the Settlement described below as fair and reasonable to the Settlement Class. The Settlement will affect all Settlement Class Members and Opt-In Plaintiffs.

3. What Are the Terms of the Settlement?

Sprint has agreed to pay \$7,600,000.00 to settle all aspects of this Lawsuit (the “Maximum Gross Settlement Amount”), inclusive of the claims of all Settlement Class Members and Opt-In Plaintiffs. Deductions from this amounts will be made for attorneys’ fees and costs for Class Counsel (see below), settlement administration costs (estimated to be \$99,921.00), the payment to Plaintiff Vladimir Amaraut of \$3,999.00 for his individual claims under California law (which were pleaded in this Lawsuit and settled on a class basis in other cases in which Plaintiff Amaraut does not take part), and the service awards in an amount not to exceed \$65,000.00 in total to be divided between Class Representatives Vladimir Amaraut, Katherine Almonte, Marissa Painter, Kristopher Fox, Dylan McCollum and Quinn Myers for their service to the Settlement Class Members and the Opt-In Plaintiffs, and for their general release of claims. After deductions of these amounts, what remains of the Maximum Gross Settlement Amount (the “Net Settlement Amount”) will be available to pay monetary Settlement awards to the Named Plaintiffs, Opt-In Plaintiffs, and Putative Class Members who do not opt out of the Settlement Class (i.e., Settlement Class Members).

The following persons will be eligible to receive a monetary award from the Net Settlement Amount:

1. Settlement Class Members:
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Arizona at any time from February 28, 2018 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Colorado at any time from February 28, 2016 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in New York at any time from February 28, 2013 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Ohio at any time from February 28, 2016 to December 31, 2020; and
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Washington at any time from February 28, 2016 to December 31, 2020.

2. Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Lawsuit prior to January 8, 2021.
3. Named Plaintiffs

4. How Will the Net Settlement Amount Be Divided for Participating Individuals?

The Net Settlement Amount will be allocated as follows: 70% to the Class Net Settlement Amount and 30% to the FLSA Net Settlement Amount. The Class Net Settlement Amount will be further allocated as follows:

- 6.6% to Settlement Class Members in the Putative Arizona Class (“the Arizona Class Net Settlement Amount”);
- 8.4% to Settlement Class Members in the Putative Colorado Class (“the Colorado Class Net Settlement Amount”);
- 58.8% to Settlement Class Members in the Putative New York Class (“the New York Class Net Settlement Amount”);
- 10.3% to Settlement Class Members in the Putative Ohio Class (“the Ohio Class Net Settlement Amount”); and
- 15.9% to Settlement Class Members in the Putative Washington Class (“the Washington Class Net Settlement Amount”).

Settlement Class Members will receive a *pro rata* share of the Class Net Settlement Amount, as follows:

- Settlement Class Members that worked in Arizona will receive a *pro rata* share of the Arizona Class Net Settlement Amount, based on their respective number of Arizona Workweeks in the Settlement Period as compared to the total Arizona Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in Colorado will receive a *pro rata* share of the Colorado Class Net Settlement Amount, based on their respective number of Colorado Workweeks in the Settlement Period as compared to the total Colorado Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in New York will receive a *pro rata* share of the New York Class Net Settlement Amount, based on their respective number of New York Workweeks in the Settlement Period as compared to the total New York Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in Ohio will receive a *pro rata* share of the Ohio Class Net Settlement Amount, based on their respective number of Ohio Workweeks in the Settlement Period as compared to the total Ohio Workweeks of all Settlement Class Members in the Settlement Period; and
- Settlement Class Members that worked in Washington will receive a *pro rata* share of the Washington Class Net Settlement Amount, based on their respective number of Washington Workweeks in the Settlement Period as compared to the total Washington Workweeks of all Settlement Class Members in the Settlement Period.

Opt-In Plaintiffs will receive a *pro rata* share of the FLSA Net Settlement Amount, based on their respective number of Workweeks in the Settlement Period as compared to the total Workweeks of all Opt-In Plaintiffs in the Settlement Period.

To the extent that individuals are both Settlement Class Members and Opt-In Plaintiffs, they are eligible to receive both an Individual Class Settlement Share and an Individual FLSA Settlement Share.

5. How Much Can I Expect to Receive?

As a Settlement Class Member, you will receive an Individual Class Settlement Share if the Court grants Final Approval of the Settlement and if you do not request exclusion from the Settlement, as discussed in this Notice. You do not have to opt in to the Lawsuit to receive your Individual Class Settlement Share check.

According to records maintained by Sprint, your Individual Class Settlement Share is estimated to be at least \$_____. This amount is an estimated amount, and your final Settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth above. This amount is based on the following number of Workweeks you worked for Sprint as a Settlement Class Member, as shown by company records:

You have an estimated _____ Workweeks as a Settlement Class Member.

If you wish to dispute the number of Workweeks as shown here, you may produce evidence to the Settlement Administrator establishing the dates and locations you contend to have worked for Sprint as a Settlement Class Member during the covered period. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. The letter must (1) contain your full name, mailing address, last four digits of your Social Security number, and signature; (2) contain the case name and/or number of the *Amaraut* Lawsuit; (3) contain a statement indicating that you dispute the Workweeks credited to you and indicating what number of Workweeks you contend is correct or incorrect; and (4) attach documentation supporting your contention about the correct number of Workweeks that should be credited you. Unless you present convincing evidence proving you worked more Workweeks than shown by Sprint’s records, your Individual Class Settlement Share will be determined based on Sprint’s records. Any disputes must be postmarked by [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Individual Class Settlement Share payments to Settlement Class Members will be allocated 33.33% as wages, and 66.66% as civil penalties and liquidated damages. In the event that any taxing body determines that different amounts should have been withheld from your Individual Class Settlement Share payment, you will be responsible for the payment of any additional employee-side taxes, interest, or penalties. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your

participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 120 days to cash the Individual Class Settlement Share check that will be sent to you. If at the conclusion of the 120-day check void period, there are any uncashed checks, those monies will be redistributed to those Settlement Class Members that cashed their Settlement checks. If the amount of uncashed checks to be redistributed is less than \$10 per person, the uncashed check monies will be donated to the Justice Gap Fund as a charitable recipient.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Class Settlement Share payment. If you fail to keep your address current, you may not receive your Individual Class Settlement Share payment.

6. What Claims Will Be Released?

Upon the final approval of the Settlement by the Court and payment of the monetary amounts due under the Settlement, Settlement Class Members release claims as follows (the “Settlement Class Members Released Claims”) against Sprint, including its present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, carriers, guarantors, successors, predecessors, fiduciaries, administrators, and assigns, and any individual or entity which could be jointly liable with Sprint (the “Released Parties”):

All claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities under the state laws of Arizona, Colorado, New York, Ohio, and Washington, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, in the Lawsuit against the Released Parties. Such allegations include any wage and hour claim that could have been asserted, including but not limited to assertions that Settlement Class Members were not properly or timely compensated for all hours worked, business expenses, or waiting time, under the respective Arizona, Colorado, New York, Ohio, and Washington state wage and hour law, or any other equivalent federal law, local law, statute, ordinance, regulation, or common law, through and including December 31, 2020. Such Released Claims include, but are not limited to, the causes of action alleged in the Complaint, as follows: (1) Violation of the Arizona Wage Act, A.R.S. §§ 23-350, *et seq.* (AZ Class); (2) Failure to Compensate for All Hours Worked at Colorado Minimum Wage and Overtimes rates (CO class); (3) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (CO Class); (4) Failure to Compensate for All Hours Worked at New York Minimum Wage and Overtimes Rates (NY class); (5) Failure to Authorize, Permit, and/or Make Available Meal Periods (NY Class); (6) Failure to Provide Accurate Wage Statements (NY Class); (7) Failure to Compensate for All Hours Worked at Ohio Minimum Wage and Overtime Rates (Ohio Class); (8) Ohio Prompt Pay Act (Ohio Class); (9) Failure to Compensate for All Hours Worked at Washington Minimum Wage and Overtimes rates (WA Class); (10) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (WA Class); (11) Violation of Washington’s Consumer Protection Act, RCW 19.86.010, *et seq.* (WA

Class); and incorporated or related claims, which includes but are not limited to the claims asserted through the Lawsuit, the Complaint, or through the Arizona Wage Act, A.R.S. §§ 25-350-355, *et seq.*, Colorado Wage Act (C.R.S. 8-4-101, *et seq.*), the Colorado Minimum Wage Order No. 35, 7 C.C.R. § 1103-1 *et seq.*, 7 Colo. Code Regs. § 1103-1:4, New York Labor Law §§ 162, 190 *et seq.*, 195(3), 198, 650 *et seq.*, 652, 663 *et seq.*, New York Wage Theft Prevent Act, 12 N.Y.C.R.R. § 146, the Ohio Minimum Fair Wage Standards Act, Ohio Constitution, Article II, section 34a, Ohio Labor Code, Ohio Revised Code Ann. §§ 2305.11, 4111.03 *et seq.*, 4113.15 *et seq.*, Ohio Prompt Pay Act, ORC § 4111.14(J), Revised Code of Washington, Ch. 49.12 *et seq.*, 49.46, *et seq.*, Washington’s Consumer Protection Act (RCW, 19.86.010, *et seq.*), Washington Administrative Code 296-126-002 - 092, *et seq.* The above defined scope of Released Claims by each Settlement Class Member is meant to include claims for unpaid wages, unpaid commissions, liquidated damages, interest, hours worked, minimum wages, overtime, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, commissions, bonuses, improper rounding of time records, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-contract, injunctive relief theories or claims. The above-defined scope of Released Claims by each Settlement Class Member is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. Settlement Class Members also release claims against Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this settlement. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law.

7. What Are My Rights?

- **Do Nothing:** You will receive your Individual Class Settlement Share check, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you do not wish to be bound by the Settlement as a Settlement Class Member, you must submit a written Request for Exclusion from the Settlement (“opt-out”), postmarked by [INSERT]. The written Request for Exclusion must contain your full name, mailing address, last four digits of your Social Security number, and signature, the case name and/or number of the *Amaraut* Lawsuit, and a statement indicating that you seek to exclude yourself from the Class Settlement. No opt-out request may be made on behalf of a group. The Request for Exclusion must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **If you request exclusion (opt out) of the Settlement, you will not be entitled to any Settlement payment, you will not be bound by the Settlement, and you will not have any right to object, appeal or comment on the Settlement.**
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Class Settlement postmarked by [INSERT DATE]. The statement must be signed by you, and state: (i) your full name; (ii) your mailing address; (iii) last four digits of your Social Security number; (iv) your signature, (v) the case name and/or number of the *Amaraut* Lawsuit, (vi) the specific grounds for the objection, (vii) whether or

not you are represented by counsel (if so, state the name and contact information of your counsel). The objection must be sent by mail to the Settlement Administrator at **[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]**. **If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of the Settlement in the event that the Court denies your objection.**

If you mail a written objection, you may also, if you wish, appear at the Final Approval hearing to discuss your objection with the Court.

8. Can Sprint Retaliate Against Me for Participating in the Settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with Sprint or future work or employment with Sprint. It is unlawful for Sprint (or any other employer) to take any adverse action against you as a result of your participation in this Settlement.

9. Who Are the Attorneys Representing the Class in the Lawsuit?

Named Plaintiffs, Settlement Class Members, and Opt-In Plaintiffs are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell
David C. Leimbach
Scott L. Gordon
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100 Facsimile: (415) 421-7105

Gregg I. Shavitz
Tamra Givens
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Suite 285
Boca Raton, FL 33431
Telephone: (561) 447-8888
Facsimile: (561)447-8831

Michael Palitz
SHAVITZ LAW GROUP, P.A.
800 3rd Avenue, Suite 2800
New York, NY 10022
Telephone: (800) 616-4000

10. How Will the Attorneys for the Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$7,600,000.00. You do not have to pay the attorneys who represent the Settlement Classes. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of \$7,600,000.00 (*i.e.*, \$2,533,080.00) plus their out-of-pocket costs, up to \$120,000.00. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval hearing.

11. Where Can I Get More Information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact Class Counsel.

This Notice is only a summary of the Settlement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at [\[INSERT URL\]](#). The Settlement Agreement contains the complete terms of the proposed Settlement, and is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR SPRINT FOR INFORMATION ABOUT THE LAWSUIT OR THE PROPOSED SETTLEMENT.

EXHIBIT B

NOTICE OF COLLECTIVE ACTION SETTLEMENT

Amaraut, et al. v. Sprint/United Management Company, Case No. 3:19-cv-00411-WQH-AHG (S.D. Cal.)

YOU FILED AN OPT-IN FORM TO ASSERT FAIR LABOR STANDARDS ACT CLAIMS IN THIS LAWSUIT AND MAY THEREFORE BE ENTITLED TO PAYMENT FROM A PROPOSED COLLECTIVE ACTION SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

YOU WILL RECEIVE AN ESTIMATED AMOUNT OF [INSERT].

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

A court authorized this Notice. This is not a solicitation from a lawyer.

1. Why Did I Get This Notice?

A proposed collective action settlement (the “Settlement”) has been reached in *Amaraut, et al. v. Sprint/United Management Company*, Case No. 3:19-cv-00411-WQH-AHG (S.D. Cal.) (the “Lawsuit”). You received this Notice of Settlement (“Notice”) because you submitted an opt-in form to become an Opt-In Plaintiff and assert federal Fair Labor Standards Act (“FLSA”) claims for unpaid wages, including overtime compensation and required minimum wage, failure to pay for all hours worked, failure to keep accurate records of all hours worked, and other such related claims. **You are entitled to receive money from the Settlement, as described below.**

This Notice explains the details of the Settlement.

The United States District Court for the Southern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on [REDACTED], 2020 at [REDACTED], before the Honorable William Q. Hayes at the James M. Carter and Judith N. Keep United States Courthouse, Courtroom [REDACTED], 333 West Broadway, San Diego, California 92101.

2. What is the Lawsuit About? Description of the Lawsuit.

The Lawsuit alleges that individuals whom Sprint employed as non-exempt employees in its retail stores were not compensated for all hours worked, including failure to pay for all earned wages, legally mandated overtime premium and/or minimum wages, overtime compensation, unpaid time worked “off the clock”; denial of compliant meal and rest breaks where required; failure to timely pay all wages earned; failure to provide itemized wage statements where required; and all related

claims for relief. Specifically, the Lawsuit alleges that employees worked off-the-clock performing tasks including opening and closing procedures, logging into Sprint’s computer system, attending mandatory conference calls, communicating with managers and employees via mobile messaging (“GroupMe”), taking phone calls from managers, employees and customers, submitting expense reports and job-related paperwork, and working during unpaid meal and rest breaks. Claims in the Lawsuit are brought under federal law, as well as the laws of Arizona, Colorado, New York, Ohio, and Washington.

NOTE: To assert your federal law claims under the FLSA, you were required to submit an Opt-In Consent Form in order to become an Opt-In Plaintiff. You have already done so. Individuals were not required to submit an Opt-In Consent Form to assert state law claims for work in Arizona, Colorado, New York, Ohio, and Washington.

Sprint denies all of the allegations in this Lawsuit. Sprint has asserted legal and factual defenses to Plaintiffs’ claims. Nothing in this Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against Sprint or anyone else of any fault, wrongdoing or liability whatsoever. Sprint further contends that the Plaintiffs’ claims do not meet the requirements for class certification. The Parties reached the proposed Settlement because they recognize the risks, distractions, and costs associated with litigation. The Court has not expressed an opinion regarding the merits of Plaintiffs’ claims or Sprint’s liability.

This Settlement is the result of good faith, arm’s length negotiations between the Plaintiffs and Sprint, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Opt-In Plaintiffs. This Settlement is a compromise and is not an admission of liability on the part of Sprint. By agreeing to settle, Sprint does not admit, and expressly denies, liability on any of the factual allegations or claims in the Lawsuit.

The Settlement Administrator has created a Settlement website, which can be accessed at **[INSERT URL]**. The Settlement website contains a copy of the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and the Notices of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

In order for the Settlement to be effective, the Court must approve the terms of the Settlement described below as fair and reasonable to the Opt-In Plaintiffs and the Settlement Class. The Settlement will affect all Opt-In Plaintiffs.

3. What Are the Terms of the Settlement?

Sprint has agreed to pay \$7,600,000.00 to settle all aspects of this Lawsuit (the “Maximum Gross Settlement Amount”), inclusive of the claims of all Opt-In Plaintiffs and Settlement Class Members. Deductions from this amount will be made for attorneys’ fees and costs for Class Counsel (see below); settlement administration costs (estimated to be \$99,921.00), the payment to

Plaintiff Vladimir Amaraut of \$3,999.00 for his individual claims under California law (which were pleaded in this Lawsuit and settled on a class basis in other cases in which Plaintiff Amaraut does not take part), and service awards in an amount not to exceed \$65,000.00 in total to be divided between Class Representatives Vladimir Amaraut, Katherine Almonte, Marissa Painter, Kristopher Fox, Dylan McCollum and Quinn Myers for their service to the Settlement Class Members and Opt-In Plaintiffs, and for their general release of claims. After deductions of these amounts, what remains of the Maximum Gross Settlement Amount (the “Net Settlement Amount”) will be available to pay monetary Settlement awards to the Named Plaintiffs, Opt-In Plaintiffs, and Putative Class Members who do not opt out of the Settlement Class (i.e., Settlement Class Members).

The following persons will be eligible to receive a monetary award from the Net Settlement Amount:

1. Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Lawsuit prior to [insert date Plaintiffs moved for preliminary approval]
2. Settlement Class Members:
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Arizona at any time from February 28, 2018 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Colorado at any time from February 28, 2016 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in New York at any time from February 28, 2013 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Ohio at any time from February 28, 2016 to December 31, 2020; and
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Washington at any time from February 28, 2016 to December 31, 2020.
3. Named Plaintiffs

4. How Will the Net Settlement Amount Be Divided for Participating Individuals?

The Net Settlement Amount will be allocated as follows: 70% to the Class Net Settlement Amount and 30% to the FLSA Net Settlement Amount.

Opt-In Plaintiffs will receive a *pro rata* share of the FLSA Net Settlement Amount, based on their respective number of Workweeks in the Settlement Period as compared to the total Workweeks of all Opt-In Plaintiffs in the Settlement Period.

To the extent that individuals are both Opt-In Plaintiffs and Settlement Class Members, they are eligible to receive both an Individual FLSA Settlement Share and an Individual Class Settlement Share.

5. How Much Can I Expect to Receive?

As an Opt-In Plaintiff, you will receive an Individual FLSA Settlement Share if the Court grants Final Approval of the Settlement.

According to records maintained by Sprint, your Individual FLSA Settlement Share is estimated to be at least \$_____. This amount is an estimated amount, and your final Settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth above. This amount is based on the following number of Workweeks you worked for Sprint from February 28, 2016 to December 31, 2020, as shown by company records:

You have an estimated _____ Workweeks as an Opt-In Plaintiff.

If you wish to dispute the number of Workweeks as shown here, you may produce evidence to the Settlement Administrator establishing the dates and locations you contend to have worked for Sprint during the covered period. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. The letter must (1) contain your full name, mailing address, last four digits of your Social Security number, and signature; (2) contain the case name and/or number of the *Amaraut* Lawsuit; (3) contain a statement indicating that you dispute the Workweeks credited to you and indicating what number of Workweeks you contend is correct or incorrect; and (4) attach documentation supporting your contention about the correct number of Workweeks that should be credited you. Unless you present convincing evidence proving you worked more Workweeks than shown by Sprint's records, your Individual FLSA Settlement Share will be determined based on Sprint's records. Any disputes must be postmarked by [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Individual FLSA Settlement Share payments to Opt-In Plaintiffs will be allocated 33.33% as wages, and 66.66% as civil penalties and liquidated damages. In the event that any taxing body determines that different amounts should have been withheld from your Individual FLSA Settlement Share payment, you will be responsible for the payment of any additional employee-side taxes, interest, or penalties. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Opt-In Plaintiffs should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 120 days to cash the Individual FLSA Settlement Share check that will be sent to you. If at the conclusion of the 120-day check void period, there are any uncashed checks, those monies will be redistributed to those Opt-In Plaintiffs that cashed their Settlement checks. If the amount of uncashed checks to be redistributed is less than \$10 per person, the uncashed check monies will be donated to the Justice Gap Fund as a charitable recipient.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual FLSA Settlement Share payment. If you fail to keep your address current, you may not receive your Individual FLSA Settlement Share payment.

6. What Claims Will Be Released?

Upon the final approval of the Settlement by the Court and payment of the monetary amounts due under the Settlement, Opt-In Plaintiffs release claims as follows (the “Opt-In Plaintiffs Released Claims”) against Sprint, including its present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, carriers, guarantors, successors, predecessors, fiduciaries, administrators, and assigns, and any individual or entity which could be jointly liable with Sprint (the “Released Parties”):

All claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities under the Fair Labor Standards Act (“FLSA”), including, but not limited to, claims for unpaid wages, timely payment of wages, failure to pay minimum wages, unpaid overtime, and payment of contractually-obligated wages (e.g., bonuses, commissions, and straight-time wages above the minimum wage floor), and any other form of relief as permitted under the FLSA, 29 U.S.C. § 201, *et seq.*, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, in the Lawsuit against the Released Parties, through and including December 31, 2020. The above-defined scope of Opt-In Plaintiffs Released Claims by each Opt-In Plaintiff is meant to be as broad as possible, with respect to FLSA claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. Opt-In Plaintiffs also release claims against Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement.

7. What Are My Rights?

If the Court grants final approval, you will receive an Individual FLSA Settlement Share. Because you have already opted in to the FLSA collective, you have affirmatively elected to become a participant in this Lawsuit and to be bound by any judgment rendered. Therefore, you will be bound by the Settlement including its release provisions, whether or not you cash your Individual FLSA Settlement Share check.

8. Can Sprint Retaliate Against Me for Participating in the Lawsuit?

No. Your decision as to whether or not to participate in the Lawsuit will in no way affect your work or employment with Sprint or future work or employment with Sprint. It is unlawful for Sprint (or any other employer) to take any adverse action against you as a result of your participation in the Lawsuit.

9. Who Are the Attorneys Representing the Opt-In Plaintiffs in the Lawsuit?

Named Plaintiffs, Opt-In Plaintiffs, and Settlement Class Members are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell
David C. Leimbach
Scott L. Gordon
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Gregg I. Shavitz
Tamra Givens
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951 Yamato Road, Suite 285
Boca Raton, FL 33431
Telephone: (561) 447-8888
Facsimile: (561)447-8831

Michael Palitz
SHAVITZ LAW GROUP, P.A.
800 3rd Avenue, Suite 2800
New York, NY 10022
Telephone: (800) 616-4000

10. How Will the Attorneys for the Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$7,600,000.00. You do not have to pay the attorneys who represent the Opt-In Plaintiffs. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of \$7,600,000.00 (*i.e.*, \$2,533,080.00) plus their out-of-pocket costs, up to \$120,000.00. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval hearing.

11. Where Can I Get More Information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact Class Counsel.

This Notice is only a summary of the Settlement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the

Settlement website, which can be accessed at [INSERT URL]. The Settlement Agreement contains the complete terms of the proposed Settlement, and is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR SPRINT FOR INFORMATION ABOUT THE LAWSUIT OR THE PROPOSED SETTLEMENT.

EXHIBIT C

**NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL**

*Amaraut, et al. v. Sprint/United Management Company, Case No. 3:19-cv-00411-WQH-AHG
(S.D. Cal.)*

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WORKED AS A NON-EXEMPT EMPLOYEE AT A SPRINT RETAIL STORE IN THE STATES OF ARIZONA, COLORADO, NEW YORK, OHIO, OR WASHINGTON, DURING THE PERIODS SPECIFIED BELOW AND BECAUSE YOU ALSO FILED AN OPT-IN FORM TO ASSERT FAIR LABOR STANDARDS ACT CLAIMS IN THIS LAWSUIT. YOU MAY BE ENTITLED TO PAYMENT FROM A PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

YOU WILL RECEIVE AN ESTIMATED TOTAL AMOUNT OF [INSERT] IF YOU ELECT TO FULLY PARTICIPATE IN THE SETTLEMENT.

**PLEASE READ THIS NOTICE CAREFULLY.
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

A court authorized this Notice. This is not a solicitation from a lawyer.

1. Why Did I Get This Notice?

A proposed class and collective action settlement (the “Settlement”) has been reached in *Amaraut, et al. v. Sprint/United Management Company*, Case No. 3:19-cv-00411-WQH-AHG (S.D. Cal.) (the “Lawsuit”). You received this Notice of Settlement (“Notice”) because (1) the records of Sprint/United Management Company (“Sprint”) show you performed work as a non-exempt employee in a Sprint Retail Store in one or more of the following states and related periods below and (2) you submitted an opt-in form to become an Opt-In Plaintiff and assert federal Fair Labor Standards Act (“FLSA”) claims in the Lawsuit.

- **Arizona:** February 28, 2018 through December 31, 2020
- **Colorado:** February 28, 2016 through December 31, 2020
- **New York:** February 28, 2013 through December 31, 2020
- **Ohio:** February 28, 2016 through December 31, 2020
- **Washington:** February 28, 2016 through December 31, 2020

Because you fit this definition, **you are entitled to receive money from the Settlement, as described below.**

This Notice explains the details of the Settlement. The Notice also describes how you can participate in the Settlement, and how you can opt-out or object to the Class Settlement (if you choose to do so).

The United States District Court for the Southern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on [REDACTED], 2020 at [REDACTED], before the Honorable William Q. Hayes at the James M. Carter and Judith N. Keep United States Courthouse, Courtroom [REDACTED], 333 West Broadway, San Diego, California 92101.

IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT OF THE CLASS ACTION, YOU DO NOT NEED TO DO ANYTHING; A CHECK FOR YOUR SHARE OF THE SETTLEMENT FUNDS WILL BE MAILED TO YOU FOLLOWING FINAL COURT APPROVAL OF THE SETTLEMENT.

2. What is the Lawsuit About? Description of the Lawsuit.

The Lawsuit alleges that individuals whom Sprint employed as non-exempt employees in its retail stores were not compensated for all hours worked, including failure to pay for all earned wages, legally mandated overtime premium and/or minimum wages, overtime compensation, unpaid time worked “off the clock”; denial of compliant meal and rest breaks where required; failure to timely pay all wages earned; failure to provide itemized wage statements where required; and all related claims for relief. Specifically, the Lawsuit alleges that employees worked off-the-clock performing tasks including opening and closing procedures, logging into Sprint’s computer system, attending mandatory conference calls, communicating with managers and employees via mobile messaging (“GroupMe”), taking phone calls from managers, employees and customers, submitting expense reports and job-related paperwork, and working during unpaid meal and rest breaks. Claims in the Lawsuit are brought under federal law, as well as the laws of Arizona, Colorado, New York, Ohio, and Washington.

NOTE: To assert your federal law claims under the FLSA, you were required to submit an Opt-In Consent Form in order to become an Opt-In Plaintiff. You have already done so. You are not required to submit an Opt-In Consent Form to assert your state law claims for work in Arizona, Colorado, New York, Ohio, and Washington.

Sprint denies all of the allegations in this Lawsuit. Sprint has asserted legal and factual defenses to Plaintiffs’ claims. Nothing in this Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against Sprint or anyone else of any fault, wrongdoing or liability whatsoever. Sprint further contends that the Plaintiffs’ claims do not meet the requirements for class certification. The Parties reached the proposed Settlement because they recognize the risks, distractions, and costs associated with litigation. The Court has not expressed an opinion regarding the merits of Plaintiffs’ claims or Sprint’s liability.

This Settlement is the result of good faith, arm’s length negotiations between the Plaintiffs and Sprint, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the

circumstances, and in the best interests of the Opt-In Plaintiffs and Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Sprint. By agreeing to settle, Sprint does not admit, and expressly denies, liability on any of the factual allegations or claims in the Lawsuit.

The Settlement Administrator has created a Settlement website, which can be accessed at **[INSERT URL]**. The Settlement website contains a copy of the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and the Notices of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

In order for the Settlement to be effective, the Court must approve the terms of the Settlement described below as fair and reasonable to the Settlement Class and Opt-In Plaintiffs. The Settlement will affect all members of the Settlement Class Members and Opt-In Plaintiffs.

3. What Are the Terms of the Settlement?

Sprint has agreed to pay \$7,600,000.00 to settle all aspects of this Lawsuit (the “Maximum Gross Settlement Amount”), inclusive of the claims of all Settlement Class Members and Opt-In Plaintiffs. Deductions from this amounts will be made for attorneys’ fees and costs for Class Counsel (see below), settlement administration costs (estimated to be \$99,921.00), the payment to Plaintiff Vladimir Amaraut of \$3,999.00 for his individual claims under California law (which were pleaded in this Lawsuit and settled on a class basis in other cases in which Plaintiff Amaraut does not take part), and the service awards in an amount not to exceed \$65,000.00 in total to be divided between Class Representatives Vladimir Amaraut, Katherine Almonte, Marissa Painter, Kristopher Fox, Dylan McCollum and Quinn Myers for their service to the Settlement Class Members and the Opt-In Plaintiffs, and for their general release of claims. After deductions of these amounts, what remains of the Maximum Gross Settlement Amount (the “Net Settlement Amount”) will be available to pay monetary Settlement awards to the Named Plaintiffs, Opt-In Plaintiffs, and Putative Class Members who do not opt out of the Settlement Class (i.e., Settlement Class Members).

The following persons will be eligible to receive a monetary award from the Net Settlement Amount:

1. Settlement Class Members:
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Arizona at any time from February 28, 2018 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Colorado at any time from February 28, 2016 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in New York at any time from February 28, 2013 to December 31, 2020;
 - o All individuals who worked as non-exempt employees at Sprint retail stores in Ohio at any time from February 28, 2016 to December 31, 2020 ; and

- All individuals who worked as non-exempt employees at Sprint retail stores in Washington at any time from February 28, 2016 to December 31, 2020.
- 2. Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Lawsuit prior to January 8, 2021.
- 3. Named Plaintiffs

4. How Will the Net Settlement Amount Be Divided for Participating Individuals?

The Net Settlement Amount will be allocated as follows: 70% to the Class Net Settlement Amount and 30% to the FLSA Net Settlement Amount. The Class Net Settlement Amount will be further allocated as follows:

- 6.6% to Settlement Class Members in the Putative Arizona Class (“the Arizona Class Net Settlement Amount”);
- 8.4% to Settlement Class Members in the Putative Colorado Class (“the Colorado Class Net Settlement Amount”);
- 58.8% to Settlement Class Members in the Putative New York Class (“the New York Class Net Settlement Amount”);
- 10.3% to Settlement Class Members in the Putative Ohio Class (“the Ohio Class Net Settlement Amount”); and
- 15.9% to Settlement Class Members in the Putative Washington Class (“the Washington Class Net Settlement Amount”).

Settlement Class Members will receive a *pro rata* share of the Class Net Settlement Amount, as follows:

- Settlement Class Members that worked in Arizona will receive a *pro rata* share of the Arizona Class Net Settlement Amount, based on their respective number of Arizona Workweeks in the Settlement Period as compared to the total Arizona Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in Colorado will receive a *pro rata* share of the Colorado Class Net Settlement Amount, based on their respective number of Colorado Workweeks in the Settlement Period as compared to the total Colorado Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in New York will receive a *pro rata* share of the New York Class Net Settlement Amount, based on their respective number of New York Workweeks in the Settlement Period as compared to the total New York Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in Ohio will receive a *pro rata* share of the Ohio Class Net Settlement Amount, based on their respective number of Ohio Workweeks in the Settlement Period as compared to the total Ohio Workweeks of all Settlement Class Members in the Settlement Period; and
- Settlement Class Members that worked in Washington will receive a *pro rata* share of the Washington Class Net Settlement Amount, based on their respective number of

Washington Workweeks in the Settlement Period as compared to the total Washington Workweeks of all Settlement Class Members in the Settlement Period.

Opt-In Plaintiffs will receive a *pro rata* share of the FLSA Net Settlement Amount, based on their respective number of Workweeks in the Settlement Period as compared to the total Workweeks of all Opt-In Plaintiffs in the Settlement Period.

To the extent that individuals are both Settlement Class Members and Opt-In Plaintiffs, they are eligible to receive both an Individual Class Settlement Share and an Individual FLSA Settlement Share. **Separate check payments may be issued for Individual Class Settlement Share checks and Individual FLSA Settlement Share checks; thus, you may be issued two separate check payments.**

5. How Much Can I Expect to Receive?

As you are both a Settlement Class Member and Opt-In Plaintiff, you will receive an Individual Class Settlement Share if the Court grants Final Approval of the Settlement and if you do not request exclusion from the Settlement, as discussed in this Notice. Additionally, you will receive an Individual FLSA Settlement Share if the Court grants Final Approval of the Settlement.

According to records maintained by Sprint, your Individual Class Settlement Share is estimated to be at least \$_____, and your Individual FLSA Settlement Share is estimated to be at least \$_____. These amounts are estimated amounts, and your final Settlement payments are expected to differ from these amount (i.e., they could be higher or lower) and will be calculated as set forth above. This amount is based on the following number of Workweeks you worked for Sprint as a Settlement Class Member and Opt-In Plaintiff, as shown by company records:

You have an estimated _____ Workweeks as a Settlement Class Member. You have an estimated _____ Workweeks as an Opt-In Plaintiff.

If you wish to dispute the number of Workweeks as shown here, you may produce evidence to the Settlement Administrator establishing the dates and locations you contend to have worked for Sprint as a Settlement Class Member and/or Opt-In Plaintiff during the covered period. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. The letter must (1) contain your full name, mailing address, last four digits of your Social Security number, and signature; (2) contain the case name and/or number of the *Amaraut* Lawsuit; (3) contain a statement indicating that you dispute the Workweeks credited to you and indicating what number of Workweeks you contend is correct or incorrect; and (4) attach documentation supporting your contention about the correct number of Workweeks that should be credited you. Unless you present convincing evidence proving you worked more Workweeks than shown by Sprint’s records, your Individual Class Settlement Share and Individual FLSA Settlement Share will be determined based on Sprint’s records. Any disputes must be postmarked by [INSERT DATE], and should be mailed to [INSERT SETTLEMENT

ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Individual Class Settlement Share and Individual FLSA Settlement Share payments will be allocated 33.33% as wages, and 66.66% as civil penalties and liquidated damages. In the event that any taxing body determines that different amounts should have been withheld from your Individual Class Settlement Share and Individual FLSA Settlement Share payments, you will be responsible for the payment of any additional employee-side taxes, interest, or penalties. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members and Opt-In Plaintiffs should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 120 days to cash the Individual Class Settlement Share check and the Individual FLSA Settlement Share check that will be sent to you. If at the conclusion of the 120-day check void period, there are any uncashed Individual Class Settlement Share checks, those monies will be redistributed to those Settlement Class Members that cashed their Settlement checks. Likewise, if at the conclusion of the 120-day check void period, there are any uncashed Individual FLSA Settlement Share checks, those monies will be redistributed to those Opt-In Plaintiffs that cashed their Settlement checks. If the amount of uncashed checks to be redistributed is less than \$10 per person, the uncashed check monies will be donated to the Justice Gap Fund as a charitable recipient.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Class Settlement Share and Individual FLSA Settlement Share payments. If you fail to keep your address current, you may not receive your payments.

6. What Claims Will Be Released?

Upon the final approval of the Settlement by the Court and payment of the monetary amounts due under the Settlement, Settlement Class Members release claims as follows (the “Settlement Class Members Released Claims”) against Sprint, including its present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, carriers, guarantors, successors, predecessors, fiduciaries, administrators, and assigns, and any individual or entity which could be jointly liable with Sprint (the “Released Parties”):

All claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities under the state laws of Arizona, Colorado, New York, Ohio, and Washington, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, in the Lawsuit against the Released Parties. Such allegations include any wage and hour claim that could have been asserted, including but not limited to assertions that Settlement Class Members were not properly or timely compensated for all hours worked, business expenses,

or waiting time, under the respective Arizona, Colorado, New York, Ohio, and Washington state wage and hour law, or any other equivalent federal law, local law, statute, ordinance, regulation, or common law, through and including December 31, 2020. Such Released Claims include, but are not limited to, the causes of action alleged in the Complaint, as follows: (1) Violation of the Arizona Wage Act, A.R.S. §§ 23-350, *et seq.* (AZ Class); (2) Failure to Compensate for All Hours Worked at Colorado Minimum Wage and Overtimes rates (CO class); (3) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (CO Class); (4) Failure to Compensate for All Hours Worked at New York Minimum Wage and Overtimes Rates (NY class); (5) Failure to Authorize, Permit, and/or Make Available Meal Periods (NY Class); (6) Failure to Provide Accurate Wage Statements (NY Class); (7) Failure to Compensate for All Hours Worked at Ohio Minimum Wage and Overtime Rates (Ohio Class); (8) Ohio Prompt Pay Act (Ohio Class); (9) Failure to Compensate for All Hours Worked at Washington Minimum Wage and Overtimes rates (WA Class); (10) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (WA Class); (11) Violation of Washington’s Consumer Protection Act, RCW 19.86.010, *et seq.* (WA Class); and incorporated or related claims, which includes but are not limited to the claims asserted through the Lawsuit, the Complaint, or through the Arizona Wage Act, A.R.S. §§ 25-350-355, *et seq.*, Colorado Wage Act (C.R.S. 8-4-101, *et seq.*), the Colorado Minimum Wage Order No. 35, 7 C.C.R. § 1103-1 *et seq.*, 7 Colo. Code Regs. § 1103-1:4, New York Labor Law §§ 162, 190 *et seq.*, 195(3), 198, 650 *et seq.*, 652, 663 *et seq.*, New York Wage Theft Prevent Act, 12 N.Y.C.R.R. § 146, the Ohio Minimum Fair Wage Standards Act, Ohio Constitution, Article II, section 34a, Ohio Labor Code, Ohio Revised Code Ann. §§ 2305.11, 4111.03 *et seq.* 4113.15 *et seq.*, Ohio Prompt Pay Act, ORC § 4111.14(J), Revised Code of Washington, Ch. 49.12 *et seq.*, 49.46, *et seq.*, Washington’s Consumer Protection Act (RCW, 19.86.010, *et seq.*), Washington Administrative Code 296-126-002 - 092, *et seq.* The above defined scope of Released Claims by each Settlement Class Member is meant to include claims for unpaid wages, unpaid commissions, liquidated damages, interest, hours worked, minimum wages, overtime, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, commissions, bonuses, improper rounding of time records, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-contract, injunctive relief theories or claims. The above-defined scope of Released Claims by each Settlement Class Member is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. Settlement Class Members also release claims against Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this settlement. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law.

Additionally, upon the final approval of the Settlement by the Court and payment of the monetary amounts due under the Settlement, Opt-In Plaintiffs release claims as follows (the “Opt-In Plaintiffs Released Claims”) against Sprint and the Released Parties:

All claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities under the Fair Labor Standards Act (“FLSA”), including, but not limited to, claims for unpaid wages, timely payment of wages, failure to pay minimum wages, unpaid overtime, and

payment of contractually-obligated wages (e.g., bonuses, commissions, and straight-time wages above the minimum wage floor), and any other form of relief as permitted under the FLSA, 29 U.S.C. § 201, *et seq.*, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, in the Lawsuit against the Released Parties, through and including December 31, 2020. The above-defined scope of Opt-In Plaintiffs Released Claims by each Opt-In Plaintiff is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. Opt-In Plaintiffs also release claims against Released Parties for attorneys’ fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement.

7. What Are My Rights?

- **Do Nothing:** You will receive your Individual Class Settlement Share check and your Individual FLSA Settlement Share check, and you will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you do not wish to be bound by the Settlement as a Settlement Class Member, you must submit a written Request for Exclusion from the Settlement (“opt-out”), postmarked by [INSERT]. The written Request for Exclusion must contain your full name, mailing address, last four digits of your Social Security number, and signature, the case name and/or number of the *Amaraut* Lawsuit, and a statement indicating that you seek to exclude yourself from the Class Settlement. No opt-out request may be made on behalf of a group. The Request for Exclusion must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **If you request exclusion (opt out) of the Settlement, you will not be entitled to any payment from the Class Settlement, you will not be bound by the Class Settlement, and you will not have any right to object, appeal or comment on the Class Settlement.**

You will still receive a payment from the FLSA portion of the Settlement. Because you have already opted in to the FLSA collective, you have affirmatively elected to become a participant in the FLSA proceeding and to be bound by any judgment rendered. Therefore, you will be bound by the settlement of your FLSA claims and the FLSA release provisions, whether or not you cash your Individual FLSA Settlement Share check.

- **Object:** If you received this Notice and wish to object to the Settlement as it pertains to the Settlement Classes, you must submit a written statement objecting to the Class Settlement postmarked by [INSERT DATE]. The statement must be signed by you, and state: (i) your full name; (ii) your mailing address; (iii) last four digits of your Social Security number; (iv) your signature, (v) the case name and/or number of the *Amaraut* Lawsuit, (vi) the specific grounds for the objection, (vii) whether or not you are represented by counsel (if so, state the name and contact information of your counsel). The objection must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **If you object to the Class Settlement, you cannot opt out of the Class Settlement, and you will be bound by the terms of the Class Settlement in the event that the Court denies your objection.**

If you mail a written objection, you may also, if you wish, appear at the Final Approval hearing to discuss your objection with the Court.

8. Can Sprint Retaliate Against Me for Participating in the Settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with Sprint or future work or employment with Sprint. It is unlawful for Sprint (or any employer) to take any adverse action against you as a result of your participation in the Lawsuit.

9. Who Are the Attorneys Representing the Class in the Lawsuit?

Named Plaintiffs, Settlement Class Members, and Opt-In Plaintiffs are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell
David C. Leimbach
Scott L. Gordon
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Gregg I. Shavitz
Tamra Givens
SHAVITZ LAW GROUP, P.A.
951 Yamato Road, Suite 285
Boca Raton, FL 33431
Telephone: (561) 447-8888
Facsimile: (561)447-8831

Michael Palitz
SHAVITZ LAW GROUP, P.A.
800 3rd Avenue, Suite 2800
New York, NY 10022
Telephone: (800) 616-4000

10. How Will the Attorneys for the Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$7,600,000.00. You do not have to pay the attorneys who represent the Settlement Classes. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of \$7,600,000.00 (*i.e.*,

\$2,533,080.00) plus their out-of-pocket costs, up to \$120,000.00. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval hearing.

12. Where Can I Get More Information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact Class Counsel.

This Notice is only a summary of the Settlement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at [INSERT URL]. The Settlement Agreement contains the complete terms of the proposed Settlement, and is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR SPRINT FOR INFORMATION ABOUT THE LAWSUIT OR THE PROPOSED SETTLEMENT.

TITLE	Sprint case - Settlement Agreement for signature
FILE NAME	Amaraut - Long Fo... - 12.03.2020.pdf
DOCUMENT ID	1f7fc741df4bb9c229d3625aba03c12d89bf05fd
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

12 / 07 / 2020

16:31:35 UTC-8

Sent for signature to Vladimir Amaraut

([REDACTED]) from [REDACTED]

IP: [REDACTED]



VIEWED

12 / 08 / 2020

11:33:35 UTC-8

Viewed by Vladimir Amaraut ([REDACTED])

IP: [REDACTED]



SIGNED

12 / 08 / 2020

11:39:29 UTC-8

Signed by Vladimir Amaraut ([REDACTED])

IP: [REDACTED]

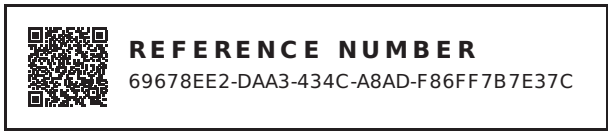


COMPLETED

12 / 08 / 2020

11:39:29 UTC-8

The document has been completed.



SIGNATURE CERTIFICATE

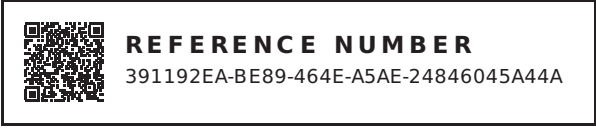
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Katherine Almonte Email [REDACTED] Components 2	Status signed Multi-factor Digital Fingerprint Checksum 9e2a43c2841ae67ec62f224d882177f04953bb6765b3df731e6032ddc4b18b3f IP Address [REDACTED] Device Chrome Mobile via Android	Viewed At 12/04/2020 18:08 EST Identity Authenticated At 12/04/2020 18:08 EST Signed At 12/04/2020 18:08 EST

AUDITS


TIMESTAMP	AUDIT
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12/04/2020 17:45 EST	Katherine Almonte ([REDACTED]) was emailed a link to sign.
12/04/2020 17:58 EST	Katherine Almonte ([REDACTED]) viewed the document on Chrome Mobile via Android from [REDACTED].
12/04/2020 18:08 EST	Katherine Almonte ([REDACTED]) viewed the document on Chrome Mobile via Android from [REDACTED].
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SIGNATURE CERTIFICATE

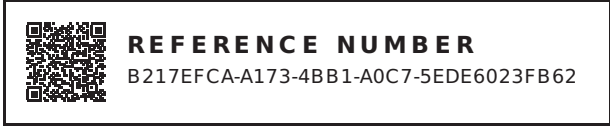
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Kristopher Fox Email [REDACTED] Components 2	Status signed Multi-factor Digital Fingerprint Checksum 4d2bccb843fe53622321129c428ed390b99a78582223d92844227c1b7598c89ec IP Address [REDACTED] Device Safari via Mac Drawn Signature  Signature Reference ID 627CCC3A Signature Biometric Count 245	Viewed At 12/09/2020 16:48 EST Identity Authenticated At 12/09/2020 16:59 EST Signed At 12/09/2020 16:59 EST

AUDITS


TIMESTAMP	AUDIT
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12/09/2020 16:48 EST	Kristopher Fox ([REDACTED]) viewed the document on Safari via Mac from [REDACTED].
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SIGNATURE CERTIFICATE


TRANSACTION DETAILS	DOCUMENT DETAILS
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Dylan McCullom</p> <p>Email [REDACTED]</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 641f0ce04da240ad21aca14154a13d5a00786487333c0ac60dc8350c86654e23</p> <p>IP Address [REDACTED]</p> <p>Device Firefox via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 23EB21E8</p> <p>Signature Biometric Count 314</p>	<p>Viewed At 12/04/2020 18:33 EST</p> <p>Identity Authenticated At 12/04/2020 18:34 EST</p> <p>Signed At 12/04/2020 18:34 EST</p>

AUDITS

TIMESTAMP	AUDIT
12/04/2020 17:50 EST	Serena Eifert ([REDACTED]) created document 'amaraut_v_sprint_-_long_form_settlement_agreement_-_v12_clean_-_12_03_2020.pdf' on Chrome via Windows from [REDACTED].
12/04/2020 17:50 EST	Dylan McCullom ([REDACTED]) was emailed a link to sign.
12/04/2020 18:33 EST	Dylan McCullom ([REDACTED]) viewed the document on Firefox via Windows from [REDACTED].
12/04/2020 18:34 EST	Dylan McCullom ([REDACTED]) authenticated via email on Firefox via Windows from [REDACTED].
12/04/2020 18:34 EST	Dylan McCullom ([REDACTED]) signed the document on Firefox via Windows from [REDACTED].



REFERENCE NUMBER
7685614E-EEFA-431C-96E4-F0CBDE313F23

SIGNATURE CERTIFICATE

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 7685614E-EEFA-431C-96E4-F0CBDE313F23</p> <p>Transaction Type Signature Request</p> <p>Sent At 12/04/2020 17:58 EST</p> <p>Executed At 12/05/2020 11:53 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 056648c1d384885c3ba486ab4ec5b953cd9a95b5b72da09d765f21a9f5a5fa3c</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Amaraut V Sprint - Long Form Settlement Agreement - 12 03 2020 re Quinn Myers</p> <p>Filename amaraut_v_sprint_-_long_form_settlement_agreement_-_v12_clean_-_12_03_2020.pdf</p> <p>Pages 41 pages</p> <p>Content Type application/pdf</p> <p>File Size 240 KB</p> <p>Original Checksum 633c7d7433229fbb24d217fcebe0506f716658d6cd6d93ab4e4eabb762994591</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Quinn Myers</p> <p>Email [REDACTED]</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 9becf92405ab414fd0719aed7f3a8208e06d5b6fa1d9fa46d2b8a01f41a28418</p> <p>IP Address [REDACTED]</p> <p>Device Samsung Browser via Android</p>	<p>Viewed At 12/05/2020 11:52 EST</p> <p>Identity Authenticated At 12/05/2020 11:53 EST</p> <p>Signed At 12/05/2020 11:53 EST</p>

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12/04/2020 17:58 EST	Serena Eifert ([REDACTED]) created document 'amaraut_v_sprint_-_long_form_settlement_agreement_-_v12_clean_-_12_03_2020.pdf' on Chrome via Windows from [REDACTED].
12/04/2020 17:58 EST	Quinn Myers ([REDACTED]) was emailed a link to sign.
12/05/2020 11:52 EST	Quinn Myers ([REDACTED]) viewed the document on Samsung Browser via Android from [REDACTED].
12/05/2020 11:53 EST	Quinn Myers ([REDACTED]) authenticated via email on Samsung Browser via Android from [REDACTED].
12/05/2020 11:53 EST	Quinn Myers ([REDACTED]) signed the document on Samsung Browser via Android from [REDACTED].




REFERENCE NUMBER

43747B0B-9F55-422E-B0E1-89C2AC4A5267

SIGNATURE CERTIFICATE

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 43747B0B-9F55-422E-B0E1-89C2AC4A5267</p> <p>Transaction Type Signature Request</p> <p>Sent At 12/07/2020 10:54 EST</p> <p>Executed At 12/07/2020 11:43 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 05648c61dd3b3ae4b98ae8eb67c3604182baf119652d31b8ce821b2ee27cbd38</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Amaraut V Sprint - Long Form Settlement Agreement - Marissa Painter - 12 03 2020</p> <p>Filename amaraut_v_sprint_-_long_form_settlement_agreement_-_v12_clean_-_12_03_2020.pdf</p> <p>Pages 41 pages</p> <p>Content Type application/pdf</p> <p>File Size 240 KB</p> <p>Original Checksum 988de2e68844f3cc46240e3d7c7a1a93e0991529d292f8bc6767bce94ff61f0</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Marissa Painter</p> <p>Email [REDACTED]</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 5db411afd359006c58fce2a21102fb2342873157e15d15a63a3e55da6f0ec2dd</p> <p>IP Address [REDACTED]</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 86D32C46</p> <p>Signature Biometric Count 463</p>	<p>Viewed At 12/07/2020 11:38 EST</p> <p>Identity Authenticated At 12/07/2020 11:43 EST</p> <p>Signed At 12/07/2020 11:43 EST</p>

AUDITS

TIMESTAMP	AUDIT
12/07/2020 10:54 EST	Serena Eifert ([REDACTED]) created document 'amaraut_v_sprint_-_long_form_settlement_agreement_-_v12_clean_-_12_03_2020.pdf' on Chrome via Windows from [REDACTED].
12/07/2020 10:54 EST	Marissa Painter ([REDACTED]) was emailed a link to sign.
12/07/2020 11:38 EST	Marissa Painter ([REDACTED]) viewed the document on Mobile Safari via iOS from [REDACTED].
12/07/2020 11:43 EST	Marissa Painter ([REDACTED]) authenticated via email on Mobile Safari via iOS from [REDACTED].
12/07/2020 11:43 EST	Marissa Painter ([REDACTED]) signed the document on Mobile Safari via iOS from [REDACTED].