

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ISAAC SOLOMON and FRANCINE
CANION, Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

SPRINT CORPORATION, MICHEL
COMBES, ANDREW DAVIES, MARCELO
CLAURE and TAREK ROBBIATI

Defendants.

Civil Action No. 1:19-cv-05272-MKV

**UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Lead Plaintiff Isaac Solomon and Plaintiff Francine Canion hereby move this Court for an Order: (i) granting preliminary approval of the proposed Settlement; (ii) certifying the proposed Settlement Class for purposes of effectuating the Settlement; (iii) preliminarily approving the Plan of Allocation; (iv) approving the proposed form and manner of Notice; and (v) scheduling a Final Approval Hearing.

As is more fully set forth in the accompanying Memorandum of Law, the Settlement satisfies each of the legal requirements for preliminary approval and issuance of notice under Rule 23(e) of the Federal Rules of Civil Procedure and the precedent of this Circuit, and the proposed Settlement Class meets all of the requirements for certification under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure. Defendants do not oppose the relief requested in this Motion.

Dated: September 12, 2022

Pomerantz LLP

By: /s/ Omar Jafri

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*Lead Counsel for Plaintiffs
and the Settlement Class*

CERTIFICATE OF SERVICE

I hereby certify that, on September 12, 2022, I served a copy of Plaintiffs' Motion to counsel of record for Defendants using the CM/ECF system, which will send email notification of this filing to all attorneys of record.

Executed on September 12, 2022.

/s/ Omar Jafri
Omar Jafri

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**DECLARATION OF OMAR JAFRI
IN SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1. I, Omar Jafri, am an attorney licensed to practice in the State of Illinois, and am admitted *pro hac vice* in this Action. I am an attorney in the firm of Pomerantz LLP, Lead Counsel in the above-captioned litigation, and have represented Plaintiffs throughout this litigation. I submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Stipulation of Settlement executed on September 12, 2022. The Stipulation includes the following attachments:

Exhibit 1-A [Proposed] Preliminary Approval Order

Exhibit 1-B [Proposed] Order and Final Judgment

Exhibit 1-C Summary Notice and Proposed Settlement of Class Action

Exhibit 1-D Notice of Pendency and Proposed Settlement of Class Action

Exhibit 1- E Proof of Claim and Release

I declare that the foregoing is true and correct.

Executed on September 12, 2022

/s/ Omar Jafri

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STIPULATION OF SETTLEMENT

This Stipulation of Settlement (the “Stipulation”), dated September 12, 2022, is made and entered into by and between Isaac Solomon and Francine Canion (“Plaintiffs”), on behalf of themselves and other members of the Settlement Class, and Defendants Sprint Corporation (“Sprint” or the “Company”), Michel Combes, Andrew Davies, Marcelo Claure and Tarek Robbiati (collectively, “Defendants”) (Plaintiffs and Defendants are referred to collectively as the “Parties” and each as a “Party”) in the above-captioned action (“the Action”), by and through their respective counsel of record in the Action. This Stipulation is intended by the Parties to resolve, discharge and settle the Released Claims (as defined below), upon the terms and subject to the conditions hereof, and subject to the approval of the Court fully, finally and forever.

WHEREAS, on June 5, 2019, Plaintiff Isaac Solomon filed a class action complaint against Defendants Sprint Corporation, Michel Combes and Andrew Davies alleging violations of the federal securities laws in the United States District Court for the Southern District of New York;

WHEREAS, on May 13, 2020, the Court appointed Isaac Solomon as Lead Plaintiff, and

appointed Pomerantz LLP as Lead Counsel;

WHEREAS, on July 31, 2020, Lead Plaintiff Solomon and additional Plaintiff Francine Canion filed their Amended Complaint against Sprint Corporation, Michel Combes, Andrew Davies, Marcelo Claire and Tarek Robbiati;

WHEREAS, on March 25, 2022, the Court denied in part and granted in part Defendants' motion to dismiss the Amended Complaint;

WHEREAS, on June 17, 2022, Plaintiffs moved to amend and sought leave to file a proposed Second Amended Complaint;

WHEREAS, on July 19, 2022, the Court denied Plaintiffs' motion to amend;

WHEREAS, on July 21, 2022, the Parties participated in a mediation session before Jed Melnick, Esq. of JAMS, a nationally-recognized mediator experienced in complex shareholder litigation, who made a mediator's proposal to all Parties, after a full day of negotiations, recommending the settlement of this Action for the Settlement Amount, as defined below; and

WHEREAS, the Parties accepted the mediator's proposal and, on August 4, 2022, executed a binding Memorandum of Understanding.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED between Plaintiffs and Defendants, by and through their undersigned counsel, that the Action, all Released Claims (as defined below) and all Defendants' Claims (as defined below) shall be settled, compromised, and dismissed with prejudice, subject to the approval of the Court, in the manner and upon the terms and conditions hereafter set forth.

I. PLAINTIFFS' ASSESSMENT OF THE CLAIMS AND THE BENEFITS OF SETTLEMENT

A. Plaintiffs believe that the claims asserted in the Action have merit and that the evidence developed to date supports their claims. Nonetheless, Plaintiffs and Lead Counsel

recognize the current posture of the litigation and the expense and length of continued prosecution of the Action against Defendants through discovery, class certification, trial, and possible appeals. Plaintiffs and Lead Counsel also recognize the uncertain outcome and the risk associated with the litigation, especially in complex securities actions such as this Action, as well as the challenges and delays inherent in such litigation. Plaintiffs and Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits upon the Settlement Class, is fair, reasonable, adequate, and is in the best interests of the Settlement Class.

II. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

A. Defendants have denied and continue to deny each and all of the claims asserted in the Action, and expressly deny that they have engaged in any wrongdoing, including, without limitation, that their public statements were false or misleading; that they acted with the requisite scienter; that they have committed any violations of law or breaches of duty to Plaintiffs, Sprint shareholders, or anyone else, or aided and abetted the same; and that any investment losses sustained by Plaintiffs and the Settlement Class were caused by Defendants' alleged misconduct. Defendants believe that the Action is without merit, that their public statements during the Settlement Class Period contained no material misstatements or omissions, that they otherwise complied with all applicable rules, regulations, and laws, and that they have meritorious defenses to all claims alleged in the Action. Defendants make no admission of liability or any form of wrongdoing whatsoever by entering into this Settlement.

B. This Stipulation, whether or not consummated, and whether or not approved by the Court, shall not be construed as or deemed to be evidence of any presumption, admission, or concession on the part of any Defendant, Defendants' counsel, insurer, or any of the other Released Parties (as defined in paragraph III.U), with respect to any claim of any fact alleged by Plaintiffs

or any Settlement Class Member, the validity of any claim that was or could have been asserted by Plaintiffs or any Settlement Class Member, or any deficiency of any defense that has been or could have been asserted by Defendants in this Action or in any other litigation. Further, this Stipulation, and all related documents, shall not be construed as or deemed to be evidence of any deception, negligence, fault, liability, wrongdoing, or damage whatsoever, of any kind or by any Defendant, nor any of the Released Parties, or in any way referred to for any other reason as against any Defendant or any of the Released Parties, in any civil, criminal, or administrative action or proceeding. The Parties, and each of them, shall not assert or pursue any action, claim or rights that any party hereto violated any provision of Rule 11 of the Federal Rules of Civil Procedure. Further, the Parties, and each of them, will not deny in any statement made to any media representative that the Action is being settled voluntarily after consultation with competent counsel. The Parties, and each of them, and their respective counsel agree that the Action was resolved in good faith, following arm's length bargaining.

C. As set forth below, neither the Settlement nor any of the terms of this Stipulation shall constitute an admission or finding of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted in the Action. Defendants are entering into this Stipulation solely to eliminate the burden and expense of further litigation. Defendants have determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in the Stipulation.

III. DEFINITIONS

To the extent not otherwise defined herein, as used in this Stipulation, the following terms have the meanings specified below:

A. "Authorized Claimant" means a member of the Settlement Class who submits a

timely and valid Proof of Claim and Release form to the Settlement Administrator and whose proof of claim is not rejected. Only those members of the Settlement Class filing valid and timely Proofs of Claim and Releases shall be entitled to receive any distributions from the Net Settlement Fund.

B. “Court” means the United States District Court for the Southern District of New York.

C. “Defendants’ Claims” means all claims and causes of action of every nature and description, including both known and “Unknown Claims,” that Defendants may have against Plaintiffs, Settlement Class Members, and their respective attorneys, insurers and reinsurers, whether arising under federal, state, common, or foreign law, that arise out of, in connection with, or relate to the institution, prosecution, or settlement of the claims against Defendants, except for claims relating to the enforcement of this Settlement. “Defendants’ Claims” does not include and shall not affect any claims, demands, rights, or causes of action and liabilities between or among Defendants, or between Defendants and their insurers.

D. “Defendants’ Counsel” means the law firm of Skadden, Arps, Slate, Meagher & Flom LLP.

E. “Effective Date” means the first date by which all of the conditions to the Settlement specified in Section XII.A of this Stipulation have been satisfied.

F. “Escrow Account” means an interest-bearing escrow account established by the Escrow Agent to receive the Settlement Amount.

G. “Escrow Agent” means The Huntington National Bank.

H. “Execution Date” means the last date upon which this Stipulation has been signed by all the signatories hereto through their counsel.

I. “Final” as used herein with respect to the judgment means the date by which the

judgment shall have been entered by the Court and either: (i) the time for appeal from the judgment has expired with no appeal taken; or (ii) if the judgment is appealed, such appeal is dismissed or withdrawn, or the judgment has been affirmed in all material respects and is no longer subject to further appeal or other review. Provided, however, and notwithstanding any provision to the contrary in this Settlement, “Final” shall not include (and the Settlement is expressly not conditioned upon) the Court’s approval of attorneys’ fees and the reimbursement of expenses sought by Lead Counsel, or the approval of payment of a reimbursement award to Plaintiffs, or any appeals solely related hereto.

J. “Final Approval Hearing” means the final hearing required by Federal Rule of Civil Procedure 23(e), to be held by the Court to determine whether the proposed Settlement should be approved as fair, reasonable and adequate; whether an order approving the Settlement should be entered thereon; whether the Plan of Allocation of the Net Settlement Fund should be approved; and whether and in what amounts to award attorneys’ fees and expenses to Lead Counsel and a reimbursement award to Plaintiffs.

K. “Gross Settlement Fund” means the Settlement Amount defined herein (or any proceeds therefrom), plus all interest earned thereon.

L. “Judgment” means the proposed final order and judgment to be entered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit 1-B, or in such other form as the Court may direct.

M. “Lead Counsel” means the law firm of Pomerantz LLP.

N. “Net Settlement Fund” means the Gross Settlement Fund, less: (i) Court-awarded attorneys’ fees and expenses; (ii) taxes and tax expenses; (iii) Notice and Administration Expenses; and (iv) a reimbursement award to Plaintiffs, if any.

O. “Notice and Administration Expenses” means all expenses incurred (whether or not paid) in connection with the Settlement administration, and shall include, among other things, the cost of publishing Summary Notice (as defined in Section VII below) on a national business internet wire service; disseminating the Notice (as defined in Section VII, below), as directed by the Court; and the cost of processing proofs of claim and distributing the Net Settlement Fund to Settlement Class Members who timely submit a valid Proof of Claim and Release.

P. “Order for Notice and Hearing” means the proposed order preliminarily approving the Settlement and directing notice thereof to the Settlement Class substantially in the form attached hereto as Exhibit 1-A, or in such other form as the Court may direct.

Q. “Person” means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assigns.

R. “Plan of Allocation” means a plan or formula for allocating the Net Settlement Fund to Authorized Claimants. The Plan of Allocation is not part of this Stipulation and Defendants and the other Released Parties shall have no responsibility or liability with respect thereto or with respect to any description of the Plan of Allocation to the Settlement Class.

S. “Proof of Claim and Release” means the Proof of Claim and Release to be submitted by claimants, substantially in the form attached as Exhibit 1-E.

T. “Released Claims” means any and all claims, suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory,

direct, consequential, or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys' fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, including both known and Unknown Claims, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, whether legal, contractual, rescissory, statutory, or equitable in nature, arising under federal, state, local, statutory, or common law, or any other law, rule, or regulation that have been or could have been asserted in any forum by the members of the Settlement Class, or the successors or assigns of any of them, in any capacity arising out of, based upon or related in any way to the purchase, acquisition, sale, or ownership of Sprint securities during the Settlement Class Period, including without limitation any claims that were or could have been asserted in the Amended Complaint or the initial complaint and relate to the purchase of Sprint's common stock during the Settlement Class Period, except for any claims relating to the enforcement of this Settlement.

U. "Released Parties" means Defendants and Sprint's current or former parents, subsidiaries, predecessors, successors, divisions, joint ventures and general or limited partnerships, and each of their respective current or former officers, directors, trustees, partners, contractors, auditors, principals, agents, managing agents, employees, attorneys, accountants, investment bankers, underwriters, insurers, or reinsurers in their capacities as such, as well as each of the immediate family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors and assigns of the Individual Defendants and other individuals referred to in this paragraph.

V. "Settlement" means the settlement of this Action as set forth in this Stipulation.

W. "Settlement Administrator" means A.B. Data, Ltd. ("A.B. Data"), which shall

administer the Settlement.

X. “Settlement Amount” means three million, seven hundred and fifty thousand U.S. Dollars in cash (\$3,750,000), to be deposited into the Escrow Account pursuant to paragraph IV.A of this Stipulation.

Y. “Settlement Class” means the Class for which Plaintiffs will seek certification by the Court for the purpose of this Settlement only, consisting of:

All individuals and entities who purchased or otherwise acquired Sprint common stock between October 25, 2017 and November 1, 2019, both dates inclusive, and who were damaged thereby.

Excluded from the Settlement Class are (i) Defendants; (ii) the parent entity, officers and directors of the Company, at all relevant times; (iii) members of the immediate families of such officers and directors of the Company, and their legal representatives, heirs, successors or assigns; and (iv) any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion in accordance with the requirements set by the Court.

Z. “Settlement Class Member” means a member of the Settlement Class.

AA. “Settlement Class Period” means the period from October 25, 2017 through November 1, 2019, both dates inclusive.

BB. “Supplemental Agreement” means the agreement executed concurrently herewith by Lead Counsel and Defendants’ Counsel described in Section XII.H of this Stipulation.

CC. “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority and arising with respect to income earned by the Escrow Account as described in Section XI.

DD. “Unknown Claims” shall collectively mean any and all claims, demands, rights,

liabilities, and causes of action of every nature and description which Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims and Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, the provisions, rights and benefits of California Civil Code § 1542, which provides:

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.

Plaintiffs and Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Plaintiffs, Defendants and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims or Defendants' Claims, but Plaintiffs shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, and Defendants shall expressly, fully, finally, and forever settle and release any and all Defendants' Claims, in each case known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed,

matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which these releases are a part.

IV. SETTLEMENT CONSIDERATION

A. Within fifteen (15) business days after the Court preliminarily approves the settlement agreement, Sprint Corporation shall wire or cause their insurers to wire the Settlement Amount to the Escrow Account maintained by the Escrow Agent on behalf of Plaintiffs and the Settlement Class, provided that, at least seven (7) days before the Court enters preliminary approval, Sprint, its successor-in-interest and their insurers shall have received all information necessary to effectuate a transfer of the Settlement Amount by wire transfer to the Escrow Account, including the bank name and ABA routing number, account name and number, and a signed IRS Form W-9 reflecting the taxpayer identification number for the Escrow Account. No other Defendant shall have any responsibility for, or any liability whatsoever with respect to, the payment of the cash portion of the Settlement.

B. The Settlement Amount is paid as consideration for full and complete settlement of all Released Claims. Sprint Corporation and its insurers will not be required to pay, or cause payment of, more than the Settlement Amount pursuant to this Stipulation and the Settlement for any reason whatsoever, including, without limitation, as compensation to any Settlement Class Member, as payment of attorneys' fees and expenses awarded by the Court, or in payment of any

fees or expenses incurred by any Settlement Class Member or Lead Counsel.

V. THE ESCROW ACCOUNT

A. The Escrow Account, including any interest earned thereon and net of any taxes on the income thereof, shall be used to pay: (i) attorneys' fees and expenses; (ii) taxes and tax expenses; (iii) Notice and Administration Expenses, and (iv) a reimbursement award to Plaintiffs. The balance of the Escrow Account shall be the Net Settlement Fund and shall be distributed to the Authorized Claimants as set forth in the Plan of Allocation. Plaintiffs and Settlement Class Members shall look solely to the Net Settlement Fund for payment and satisfaction of any and all Released Claims.

B. All funds and instruments held by the Escrow Agent shall be deemed *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed or returned pursuant to this Stipulation and/or further order(s) of the Court.

C. The Escrow Agent shall invest the Settlement cash exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar instruments or accounts at their then-current market rates. All risks related to the investment of the Gross Settlement Fund or Net Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Gross Settlement Fund or Net Settlement Fund, and the Released Parties shall have no responsibility for, interest in, or

liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

D. Prior to the Effective Date, the Escrow Agent shall not disburse the Gross Settlement Fund except as provided in this Stipulation, by order of the Court, or with the prior written agreement of Lead Counsel and Defendants' Counsel.

E. After the Effective Date, Defendants shall have no interest in the Gross Settlement Fund or in the Net Settlement Fund.

F. The Escrow Agent shall be authorized to execute only such transactions as are consistent with the terms of this Stipulation and the order(s) of the Court. The Released Parties shall have no liability for any losses arising from the disbursement of any portion of the Gross Settlement Fund other than in accordance with this Stipulation.

VI. NOTICE AND ADMINISTRATION EXPENSES

A. All Notice and Administration costs shall be paid from funds in the Gross Settlement Fund. The Settlement Administrator shall invoice only such Notice and Administration Expenses as are necessary and reasonable to provide Notice to the Settlement Class and to administer the Settlement. The Escrow Agent is authorized to pay invoices for Notice and Administration Expenses upon the approval of Lead Counsel of up to \$275,000.00 without further Court approval. No further Notice and Administration Expenses may be paid prior to final approval except by Court order. Plaintiffs, Lead Counsel, Defendants, and Defendants' Counsel shall not bear any liability for Notice and Administration Expenses.

VII. ORDER FOR NOTICE AND HEARING

A. The Parties shall submit this Stipulation together with its exhibits to the Court, and Plaintiffs shall apply for entry of an Order for Notice and Hearing substantially in the form and

content of Exhibit 1-A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement as set forth in the Stipulation, and final approval of forms of notice to be provided to all potential Settlement Class Members who can be identified with reasonable effort (the “Notice”) and to be published (the “Summary Notice”), substantially in the forms and contents of Exhibits 1-D and 1-C.

B. For the sole purpose of this Settlement, the Parties stipulate, agree and consent to: (i) certification of this Action as a class action pursuant to Rule 23(a) and 23(b) of the Federal Rules of Civil Procedure; (ii) appointment of Plaintiffs as the Class Representatives of the Settlement Class; and (iii) appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. The Parties agree that the proposed Order for Notice and Hearing attached hereto as Exhibit 1-A will conditionally certify the Action to proceed as a class action for settlement purposes only. The Notice shall include a proof of claim substantially in the form of Exhibit 1-E, attached hereto (the “Proof of Claim and Release”), containing the general terms of the Settlement set forth in the Stipulation and setting forth the procedure by which any Person that otherwise would be a Settlement Class Member may request to be excluded from the Settlement Class.

C. Nothing in this Stipulation shall serve, either directly or indirectly, as evidence of support for certification of a class other than for settlement purposes, and the Parties intend that the provisions herein concerning certification of the Settlement Class shall have no effect whatsoever in the event the Settlement and Judgment do not become Final. Defendants expressly reserve the right to contest class certification in the event the Settlement is terminated or the Effective Date does not occur for any other reason.

D. The Parties shall request that after the Notice and Summary Notice have been

provided and published, respectively, in accordance with this Stipulation, the Court hold the Final Approval Hearing to approve the Settlement of this Action.

E. The Settlement Administrator will mail notice individually (substantially in the form attached as Exhibit 1-D to the Stipulation) to those members of the Settlement Class who hold (or held) their eligible securities directly and are listed in the records of Sprint's transfer agent with respect to such holdings. This direct Notice will also provide general information regarding the Settlement and Settlement Class Members' rights in connection with it, and direct recipients to the Settlement website for additional information, including a copy of the Proof of Claim and Release, substantially in the form attached as Exhibit 1-E hereto.

F. For those Settlement Class Members whose information is not available through Sprint's transfer agent, through a comprehensive targeted media program (the "Media Plan"), notice will be disseminated to them through (1) Google Display Networks banner ads, (2) Google Search AdWords, (3) LinkedIn Newsfeed Ads; (4) Earned Media including a press release distributed via PR Newswire US1 National Newswire, which will be tweeted to PR Newswire and A.B. Data followers. All banner, newsfeed and mobile ads will include an embedded link to the settlement website. The Media Plan will target mobile, tablet, and desktop users. A.B. Data estimates that the digital and social media campaign will generate 131 million impressions (views). During the media campaign, A.B. Data will monitor the success, conversions and activity associated with the Media Plan and will adjust the number of impressions delivered across each platform to maximize engagement and efficiency. The newswire release will also assist with driving search engine results, which will help increase traffic to the Settlement website.

G. The Settlement Administrator will cause the Stipulation, as well as the Notice, Proof of Claim and Release, and Preliminary Approval Order of the Court to be posted on a website

dedicated to the Settlement and maintained by the Settlement Administrator. Settlement Class Members will be required to submit a valid Proof of Claim and Release to be eligible to participate in the Settlement and receive a payment from the Net Settlement Fund.

H. If the Court does not adopt the notice plan proposed by Plaintiffs, Plaintiffs shall ask the Court (in open court, by motion, or otherwise as the circumstances require), what additional or different notice would enable the Court to approve the issuance of notice to the Settlement Class. Plaintiffs agree to provide such notice to the Settlement Class as is reasonably necessary to obtain the Court's approval with respect thereto.

VIII. JUDGMENT APPROVING THE SETTLEMENT

A. At the Final Approval Hearing, the Parties shall jointly request entry of the Judgment substantially in the form attached hereto as Exhibit 1-B, or in such other form as the Court may direct.

IX. ATTORNEYS' FEES AND EXPENSES

A. Lead Counsel may submit an application or applications (the "Fee and Expense Application") to the Court for distributions to Lead Counsel from the Gross Settlement Fund for: (a) an award of attorneys' fees, (b) reimbursement of costs and expenses, including experts and consultants, incurred in connection with prosecuting the Action, and (c) any interest on the attorneys' fees and the costs and expenses as may be awarded by the Court at the same rate and for the same periods as earned by the Gross Settlement Fund until paid. Lead Counsel reserves the right to make additional applications for fees and expenses incurred, if necessary. This Settlement shall not be conditioned upon any award of attorneys' fees and expenses to Lead Counsel, and Defendants shall take no position with respect to the Fee and Expense Application.

B. Any attorneys' fees and expense reimbursement awarded by the Court ("Fee

Award”) shall be paid, including any interest thereon, from the Gross Settlement Fund within ten (10) days from the date that the Court enters an order awarding such fees and expenses. This Fee Award shall be subject to Lead Counsel’s joint and several obligation to make appropriate refund or repayment of the Fee Award, plus interest thereon at the same rate as earned by the Escrow Account, within thirty (30) days after the date that any condition to establishing the Effective Date has not occurred and shall not occur, or if the Court or any appellate court enters an order reversing or reducing any award of attorneys’ fees or litigation expenses. Lead Counsel, as a condition of receiving such fees and expenses, agrees to be subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

C. The procedure for and allowance or disallowance by the Court of any application for attorneys’ fees and expenses are not part of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or proceedings relating to the Fee and Expense Application, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Stipulation, or affect or delay the finality of the Judgment approving this Stipulation and the Settlement of the Action.

D. Except as provided in Section IV, Defendants and their Released Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment to Lead Counsel and/or any other Person that receives payment from the Gross Settlement Fund.

E. Defendants and their Released Parties shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Lead Counsel or any other Person that may assert some claim to any portion of the Fee Award that the Court may make in the Action.

F. Lead Counsel may apply to the Court to authorize the payment of a reimbursement award from the Gross Settlement Fund for the time and expenses expended by Plaintiffs in assisting Lead Counsel in the litigation of this Action. Any such payment authorized by the Court to Plaintiffs shall be payable in cash within ten (10) days from the date that the Court enters an order awarding such expenses. This Settlement shall not be conditioned upon any award of reimbursement to Plaintiffs, and Defendants shall take no position with respect to any reimbursement award.

G. The procedure for, and allowance or disallowance by the Court of any application for a reimbursement award to Plaintiffs are not a condition of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order of or proceeding relating to the reimbursement award, or any objection to, motion regarding, or appeal from any order or proceeding relating thereto or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Stipulation, or affect or delay the finality of the Judgment or the releases contained therein or any other orders entered pursuant to this Stipulation.

X. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS, AND DISTRIBUTION OF THE NET SETTLEMENT FUND

A. Each Settlement Class Member wishing to participate in the Settlement shall be required to submit a Proof of Claim and Release substantially in the form annexed hereto as Exhibit 1-E, signed under penalty of perjury by the beneficial owner(s) of the stock or by someone with documented authority to sign for the beneficial owner(s), and supported by such documentation as specified in the instructions accompanying the Proof of Claim and Release.

B. All Proofs of Claim and Releases must be received within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the Court. Except as otherwise

ordered by the Court, any Settlement Class Member who fails to submit a properly completed Proof of Claim and Release within such period as authorized by the Court shall be forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of this Stipulation and the Judgment, including, without limitation, the release of the Released Claims and dismissal of the Action with prejudice, and will be barred from bringing any action against the Released Parties concerning the Released Claims.

C. The Settlement Administrator shall administer the Settlement subject to such approval by the Court as circumstances may require.

D. Each Proof of Claim and Release shall be submitted to the Settlement Administrator to determine Authorized Claimants' *pro rata* share of the Net Settlement Fund pursuant to this Stipulation and the Plan of Allocation for approval by the Court.

E. The Settlement Administrator shall administer and calculate the claims submitted by Persons seeking recovery from the Settlement, determine the extent to which claims shall be allowed, and oversee distribution of the Net Settlement Fund subject to appeal to, and jurisdiction of, the Court. Neither Lead Counsel, its designees or agents, Plaintiffs, Defendants' Counsel or the Released Parties shall have any liability arising out of such determination.

F. The administrative determination of the Settlement Administrator accepting and rejecting claims shall be presented to the Court for approval.

G. Following the Effective Date provided in paragraph XII.A and upon application to the Court by Lead Counsel, the Net Settlement Fund shall be distributed to Authorized Claimants by the Settlement Administrator or Escrow Agent.

H. The Net Settlement Fund shall be distributed to the Authorized Claimants

substantially in accordance with the terms of this Stipulation and a Plan of Allocation to be approved by the Court, subject to and in accordance with the following:

1. Any such Plan of Allocation, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and it is not a condition of this Settlement that any particular Plan of Allocation be approved.

2. No funds from the Net Settlement Fund shall be distributed to Authorized Claimants until after the Effective Date.

3. Each Person who claims to be an Authorized Claimant shall be required to submit to the Settlement Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit 1-E attached hereto, signed under penalty of perjury and supported by such documents as specified in the Proof of Claim and Release and as are reasonably available to such Person.

4. Except as otherwise ordered by the Court, all Settlement Class Members who fail to submit a Proof of Claim and Release within such period as may be ordered by the Court, or otherwise allowed by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but shall in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment, and will be barred and enjoined from bringing any action against the Released Parties concerning the Released Claims. Notwithstanding the foregoing, Lead Counsel have the discretion (but not the obligation) to accept for processing late submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. Lead Counsel shall have no liability for not accepting late-submitted claims.

5. All Persons who fall within the definition of the Settlement Class and who do not timely and validly request to be excluded from the Settlement Class in accordance with the

instructions set forth in the Notice (as defined in Section VII, above) shall be subject to and bound by the provisions of this Stipulation, the releases contained herein, and the Judgment with respect to all Released Claims, regardless of whether such Persons seek or obtain by any means any distribution from the Gross Settlement Fund or the Net Settlement Fund.

6. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible, reallocate (which reallocation may occur on multiple occasions) such balance among Authorized Claimants in an equitable and economic fashion. Thereafter, any *de minimis* balance which still remains in the Net Settlement Fund shall be donated to an appropriate non-profit organization selected by Lead Counsel.

I. Neither the Defendants nor their counsel or other Released Parties shall have any responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Gross Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of any Taxes, the distribution of the Net Settlement Fund, or any losses incurred in connection with any such matters.

J. This is not a claims-made settlement, and if all conditions of the Stipulation are satisfied and the Judgment becomes final, no portion of the Gross Settlement Fund will be returned to Defendants or any of their insurers. Defendants, their counsel, their insurers and the other Released Parties shall have no responsibility for, involvement in, interest in, or liability whatsoever with respect to the investment or distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of taxes or tax expenses, or any losses incurred in connection therewith. No Person shall have any claims against the Released Parties, Lead Counsel, the Settlement Administrator, or any other agent

designated by Lead Counsel based on distribution determinations or claim rejections made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court. Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim filed, where doing so is in the interest of achieving substantial justice.

K. Neither Defendants nor Defendants' Counsel shall have any involvement in the solicitation or review of Proofs of Claim and Releases, nor any involvement in the administration process, which will be conducted by the Settlement Administrator in accordance with this Stipulation.

L. It is understood and agreed by the Parties that any proposed Plan of Allocation of the Net Settlement Fund including, but not limited to, any adjustments to a Settlement Class Member's claim set forth therein, is not a condition of this Stipulation and is to be considered by the Court in connection with the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or proceedings relating to the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Stipulation, or affect or delay the finality of the Judgment and the releases contained therein, or any other orders entered pursuant to this Stipulation. Defendants will take no position with respect to such proposed Plan of Allocation or such plan as may be approved by the Court.

M. No Person shall have any claim against Plaintiffs or Lead Counsel, the Escrow Agent, the Settlement Administrator, Defendants, Defendants' Counsel or the other Released Parties with respect to matters set forth in this Section X; and the Settlement Class Members, Plaintiffs, and Lead Counsel release Defendants and the other Released Parties from any and all

liability and claims arising from or with respect to the administration, investment, or distribution of the Gross Settlement Fund or Net Settlement Fund.

XI. TAX TREATMENT

A. The Parties, their counsel, the Court, and the Escrow Agent shall treat the Escrow Account as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 for all periods on and after the date of the Court’s order preliminarily approving this Stipulation. The Parties, their counsel, the Court and the Escrow Agent agree to take no action inconsistent with the treatment of the Escrow Account in such manner. In addition, the Settlement Administrator, Escrow Agent, and as necessary, the Defendants, shall make the “relation back election” (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Stipulation shall be interpreted in a manner that is consistent with the Escrow Account being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

B. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 by, *e.g.*, (i) obtaining a taxpayer identification number, (ii) timely and properly satisfying any information reporting or withholding requirements imposed on distributions from the Escrow Account, and (iii) timely and properly filing or causing to be filed on a timely basis, all federal, state, local and foreign tax returns and other tax related statements necessary or

advisable with respect to the Escrow Account including, without limitation, all income tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(k), and timely and properly paying any taxes imposed on the Escrow Account. Such returns and Statements (as well as the election described in XI.A hereof) shall be consistent with this section XI.B and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Escrow Account shall be paid out of the Escrow Account as provided in XI.C hereof.

C. All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Escrow Account, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred with the operation and implementation of paragraphs A-C of this Section (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in paragraphs A-C of this Section) (“Tax Expenses”) shall be paid out of the Escrow Account; in all events the Released Parties and their counsel shall have no responsibility whatsoever for Taxes or Tax Expenses. The Escrow Agent, through the Escrow Account, shall indemnify and hold each of the Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Escrow Account without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the

establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be deducted or withheld under Treas. Reg. § 1.468B-2(1)(2)). All Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs A-C of this Section.

D. The Defendants shall have no responsibility to make any filings relating to the Escrow Account and will have no responsibility to pay tax on any income earned by the Escrow Account. In the event this Stipulation is canceled or terminated, funds from the Escrow Account shall be returned to Defendants plus interest earned thereon, less any Taxes paid or due and less any notice or administrative expenses incurred.

XII. SETTLEMENT CONDITIONS AND TERMINATION

A. The Effective Date of Settlement shall be the date when all of the following shall have occurred:

1. Counsel for all Persons listed on the signature pages of this Stipulation have executed this Stipulation;

2. The Court has entered the Order for Notice and Hearing, substantially as provided in Section VII;

3. Defendants or their insurers have timely deposited the Settlement Amount to the Escrow Account;

4. The Court has approved the Settlement as described herein following Notice to the Settlement Class, and has entered the Judgment, substantially as provided in Section VIII;

5. The time within which Defendants may exercise their option to terminate this Stipulation in accordance with the terms of the Supplemental Agreement has expired without the exercise of that option; and

6. The Judgment has become Final, as defined in paragraph III.I herein.

B. Upon the Effective Date, Plaintiffs and the Settlement Class Members, on behalf of themselves, and to the fullest extent permitted by law, their heirs, executors, administrators, personal representatives, attorneys, agents, partners, successors and assigns, and any other Person claiming (now or in the future) to have acted through or on behalf of them, shall hereby be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever, released, relinquished, settled and discharged the Released Parties from all Released Claims and shall be permanently and forever barred and enjoined from instituting, commencing, or prosecuting, or continuing to prosecute, in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, any Released Claim against any of the Released Parties directly, indirectly or in any other capacity, whether or not such Settlement Class Members execute and deliver a Proof of Claim and Release to the Settlement Administrator. Defendants also release and shall be permanently barred and enjoined from instituting, commencing, or prosecuting all Defendants' Claims against Plaintiffs, Settlement Class Members or Lead Counsel. Claims to enforce the terms of this Stipulation or any order of the Court in this Action are not released.

C. If all the conditions specified in paragraph A of this Section are not met, then this Stipulation shall be canceled and terminated, unless Lead Counsel and Defendants' Counsel mutually agree in writing to proceed with the Settlement.

D. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or terminated pursuant to its terms, or (c) this Stipulation does not become final for any reason, then the Gross Settlement Fund and all interest earned on the Gross Settlement Fund while held in escrow (less Notice and Administration Expenses or taxes paid or incurred), including both interest paid and accrued (less expenses and costs which have not yet been paid but which are properly

chargeable Notice and Administration Expenses), shall be refunded by the Settlement Administrator and/or the Escrow Agent as directed by Defendants' Counsel within thirty (30) days of such cancellation or termination. The Escrow Agent or its designee shall apply for any tax refund owed to the Escrow Account and pay the proceeds to the parties that submitted the payment, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written instructions from Defendants' Counsel.

E. Upon the occurrence of all of the events specified in paragraph A of this Section, the obligation of the Settlement Administrator and/or the Escrow Agent to return funds from the Gross Settlement Fund to Defendants pursuant to paragraph D of this Section, shall be absolutely and forever extinguished.

F. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or terminated pursuant to its terms, or (c) this Stipulation does not become final for any reason, all of the Parties to this Stipulation shall be deemed to have reverted to their respective status as of August 4, 2022; the Parties' counsel shall meet and confer on an appropriate schedule to propose to the Court; and the terms and provisions of this Stipulation, with the exception of this Section XII.F; Section XII.C; Section XIII; and, to the extent applicable, Section XIV, shall have no further force and effect with respect to the Parties and shall not be enforceable, or used in this Action or any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nun pro tunc*.

G. No order of the Court, or modification or reversal on appeal of any order of the Court, concerning the Plan of Allocation, the Fee and Expense Application, a reimbursement award to Plaintiffs, and interest awarded by the Court to any of the Lead Counsel or Plaintiffs, shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or

termination of the Stipulation.

H. Notwithstanding any other provision, section, or paragraph in this Stipulation, Defendants shall have the unilateral right to terminate the Settlement in the event that Settlement Class Members, pursuant to timely and valid requests for exclusion from the Settlement Class, meet the conditions set forth in the Parties' Supplemental Agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Supplemental Agreement), unless or until the Court otherwise directs or a dispute arises between the Parties concerning its interpretation or application. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Parties will undertake to have the Supplemental Agreement submitted to the Court *in camera* or filed under seal.

XIII. NO ADMISSIONS

A. The Parties hereto intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Action and entry in this Settlement shall not be deemed an admission by Plaintiffs and the Settlement Class or any Defendants as to the merits of any claim or defense or any allegation made in the Action.

B. Neither this Stipulation nor the Settlement may be deemed to be or may be used as an admission or evidence that Plaintiffs and the Settlement Class Members would have received less than the Settlement Amount had the Action been prosecuted to conclusion.

C. Defendants deny that they have committed or intended to commit any wrongdoing or violations of law as alleged in any complaint in the Action, and maintain that their conduct was at all times proper and in compliance with applicable provisions of law

D. Defendants further deny that they made any material misstatements or omissions, that they acted with the requisite state of mind, that any plaintiff, including Plaintiffs, has suffered any damages, or that any plaintiff was harmed by any conduct alleged in this action or that could have been alleged therein. This Stipulation of Settlement, whether or not consummated, and whether or not approved by the Court, and any discussions, negotiations, acts performed, proceedings, communications, drafts, documents or agreements relating to this Term Sheet, the Stipulation of Settlement, the Settlement and any matters arising in connection with them, shall not be offered or received against or to the prejudice of any Defendant for any purpose other than in an action to enforce the terms of this Stipulation of Settlement and the Settlement, and in particular do not constitute, and shall not be described as, construed as or otherwise offered or received against any Defendant as evidence of (or deemed to be evidence of) any admission, concession, or presumption by any of the Defendants with respect to (i) the truth of any allegation in any complaint or amended complaint filed, or any amended complaint proposed to be filed, in this action; (ii) the validity of any claim that has been or could have been asserted in this action or in any litigation or proceeding in any forum; (iii) the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation or proceeding in any forum; or (iv) any liability, damages, negligence, fault or wrongdoing of any Defendant whatsoever;

E. Plaintiffs acknowledge that they are entering into the agreement based on their own and Lead Counsel's investigation and after consultation with Lead Counsel, and not in reliance on any statements by Defendants, whether in the Term Sheet, the Stipulation of Settlement or otherwise.

F. Notwithstanding the foregoing, any of the Released Parties may file this Stipulation and/or the Judgment in any action that may be brought against any of them in order to support a

defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

G. Neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement or as otherwise expressly provided.

XIV. MISCELLANEOUS PROVISIONS

A. Within forty-five (45) days after the Effective Date, and subject to commercially reasonable efforts, all designated Confidential Information and copies thereof, shall at each Party's own option either be returned to counsel for the disclosing Party or destroyed, with the receiving Party certifying such destruction, unless the Confidential Information has been offered into evidence or filed without restriction as to disclosure. The receiving Party shall not be required to locate, isolate, or destroy/return emails generated in connection with legal representation in this Action (including attachments to emails) that may include Confidential Information, or Confidential Information contained in deposition transcripts or exhibits or draft or final expert reports. Nothing in this paragraph requires any Party, its counsel, or their respective consultants, vendors or other affiliates, to delete or destroy data which may reside on one or more backup tapes or other media maintained for the purpose of disaster recovery, business continuity or other reasons, or requires more than reasonable and practical actions to locate, identify, or destroy any other electronic data.

B. Notwithstanding the requirements of paragraph A of this Section, counsel may retain attorney work product. An attorney may use his or her work product in subsequent litigation,

provided that its use does not disclose or use Confidential Information.

C. Other than as set forth in the Stipulation and Parties' Memorandum of Understanding, the Parties agree that there will be no public announcements regarding the Settlement until Sprint has announced or disclosed it. Once disclosure is made by Sprint, the Parties agree that, other than disclosures required by law, any public comments from the Parties regarding this resolution will not substantially deviate from words to the effect that the Parties have reached a mutually acceptable resolution by way of a mediated settlement.

D. The Parties hereto: (a) acknowledge that it is their intent to consummate the Settlement contemplated by this Stipulation; (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation; and (c) agree to exercise their best efforts and to act in good faith to accomplish the foregoing terms and conditions of the Stipulation.

E. All counsel who execute this Stipulation represent and warrant that they have authority to do so on behalf of their respective clients.

F. Lead Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Stipulation to effectuate its terms and are also expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Settlement Class which they deem appropriate.

G. All exhibits to the Stipulation attached hereto are material and integral parts hereof and are hereby incorporated by reference as though fully set forth herein.

H. This Stipulation may be amended or modified only by a written instrument signed by counsel for all Parties hereto or their successors in interest.

I. This Stipulation, exhibits attached hereto, and the Supplemental Agreement constitute the entire agreement between Plaintiffs on the one hand, and Defendants on the other hand, and supersede any and all prior agreements, written or oral, between the Parties. No representations, warranties or inducements have been made to any Party concerning this Stipulation, its exhibits, or the Supplemental Agreement other than the representations, warranties and covenants contained and memorialized in such documents.

J. This Stipulation may be executed in one or more original, photocopied or facsimile counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties hereto shall exchange among themselves signed counterparts and a complete set of executed counterparts shall be filed with the Court.

K. This Stipulation shall be binding upon, and inure to the benefit of the successors, assigns, executors, administrators, affiliates (including parent companies), heirs and legal representatives of the Parties hereto. No assignment shall relieve any Party hereto of obligations hereunder.

L. This Stipulation, the exhibits attached hereto, and the Supplemental Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the Parties to the Stipulation and all terms of this Stipulation and all exhibits hereto shall be governed, interpreted and enforced according to the internal, substantive laws of the State of New York without regard to its conflicts of law rules and in accordance with the laws of the United States.

M. Without affecting the finality of the Judgment entered in accordance with this Stipulation, the Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all Parties submit to the jurisdiction of the Court for purposes of

implementing and enforcing the Settlement embodied in the Stipulation and matters related to the Settlement.

N. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver by any other Party or a waiver of any other prior or subsequent breach of this Stipulation.

O. The Parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs or other Settlement Class Members against the Released Parties with respect to the Released Claims, and any potential counterclaims Defendants and Released Parties could have asserted against Plaintiffs, Settlement Class Members and their attorneys with respect to the Defendants' Claims. The Parties agree that each Party and their respective counsel has complied fully with Rule 11 of the Federal Rules of Civil Procedure. Accordingly, Plaintiffs and Defendants agree not to assert in any forum that the litigation was brought by Plaintiffs or Lead Counsel, or defended by Defendants, or their counsel, in bad faith or without a reasonable basis. The Parties hereto shall assert no claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel, and with the assistance of an experienced mediator, Jed Melnick, Esq. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made by any of the Parties in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

P. This Stipulation shall not be construed more strictly against one Party than another

merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that this Stipulation is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to its preparation.

Q. Pending approval of the Court of this Stipulation and its exhibits, other than by agreement of the Parties, all proceedings in this Action shall be stayed and Plaintiffs and all Settlement Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Parties. Sprint and Defendants may seek to prevent or to stay any other action(s) or claims that assert any Released Claims.

R. Any failure by any Party to this Stipulation to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all the provisions of the Stipulation to be performed by such other Party.

S. Defendants shall obtain and deliver to Lead Counsel no later than ten (10) business days after the Court preliminarily approves the Settlement, the names and addresses of purchasers of its common stock during the Settlement Class Period as defined in this Stipulation, and for the 180-day period thereafter, as set forth in the records of its transfer agent.

T. Except as otherwise provided herein, each Party shall bear its own fees and costs.

U. The headings herein are used for the purpose of convenience and are not intended to have legal effect. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included.

V. Notices required or permitted by this Stipulation shall be submitted either by overnight mail or in person as follows:

Notice to Plaintiffs:
Omar Jafri
Pomerantz LLP
10 South LaSalle Street
Suite 3505
Chicago, IL 60603

Notice to Defendants:
Scott D. Musoff
SKADDEN, ARPS,
SLATE,
MEAGHER & FLOM LLP
One Manhattan West
New York, NY 10001

W. The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation.

X. Nothing in this Stipulation, or the negotiations related thereto, is intended to be, or shall be deemed to, constitute a waiver of any applicable privilege or immunity, including, without limitation, the attorney-client privilege, the work product doctrine, or the joint-defense or common interest doctrine.

Dated: September 12, 2022

Pomerantz LLP

By: /s/ Omar Jafri

Patrick V. Dahlstrom
Omar Jafri
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*Lead Counsel for Plaintiffs
and the Settlement Class*

**Skadden, Arps, Slate,
Meagher & Flom LLP**

By: */s/ Scott D. Musoff*

Scott D. Musoff
Arthur R. Bookout
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
One Manhattan West
New York, NY 10001

Counsel for Defendants

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ISAAC SOLOMON and FRANCINE
CANION, Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

SPRINT CORPORATION, MICHEL
COMBES, ANDREW DAVIES, MARCELO
CLAURE and TAREK ROBBIATI

Defendants.

Civil Action No. 1:19-cv-05272-MKV

PRELIMINARY APPROVAL ORDER

WHEREAS, the Parties to the above-entitled action entered into a Stipulation of Settlement dated September 12, 2022 (the “Stipulation” or “Settlement”), which is subject to review by this Court and which, together with the Exhibits thereto, sets forth the terms and conditions for the Settlement of the claims alleged in the Action; and the Court having read and considered the Stipulation and the accompanying documents, including the Motion for Preliminary Approval of Class Action Settlement; and the Parties to the Stipulation having consented to the entry of this Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court preliminarily finds that:

(a) the Settlement resulted from informed, extensive arm’s length negotiations, including a mediation session before an experienced mediator, Jed Melnick, Esq. of JAMS, and has no obvious deficiencies;

(b) the Settlement appears to be fair, reasonable, adequate, and in the best

interests of the Settlement Class, and therefore there is sufficient likelihood that the Court will be able to approve the Settlement pursuant to Rule 23(e)(2) to warrant providing notice of the Settlement to the Settlement Class;

2. Plaintiffs have made a sufficient showing in their moving papers, and Defendants do not contest, that each of the requirements of Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure is satisfied in the context of this settlement, and therefore, the Court hereby preliminarily certifies the following Settlement Class only for purposes of this Settlement: All individuals and entities who purchased or otherwise acquired Sprint common stock between October 25, 2017 and November 1, 2019, both dates inclusive, and who were damaged thereby. Excluded from the Settlement Class are (i) Defendants; (ii) the parent entity, officers and directors of the Company, at all relevant times; (iii) members of the immediate families of such officers and directors of the Company, and their legal representatives, heirs, successors or assigns; and (iv) any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class is any Settlement Class member that validly and timely requests exclusion in accordance with the requirements set by the Court;

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes the of this Settlement only, Plaintiffs Isaac Solomon and Francine Canion are hereby preliminarily appointed Class Representatives for the Settlement Class, and Pomerantz LLP is hereby preliminarily appointed Class Counsel for the Settlement Class.

4. A hearing (the “Final Approval Hearing”) is hereby scheduled to be held before the Court on _____, 2022, to determine:

(a) whether the Settlement, on the terms and conditions provided for in the Stipulation, should be finally approved by the Court as fair, reasonable and adequate;

(b) whether the Judgment substantially in the form attached as Exhibit 1-B to the Stipulation should be entered, dismissing the Action on the merits and with prejudice;

(c) whether the Court should permanently enjoin and bar the assertion of any Released Claims;

(d) whether the proposed Plan of Allocation should be approved as fair, reasonable, and adequate;

(e) the amount of attorneys' fees and expenses that should be awarded to Lead Counsel;

(f) whether any Settlement Class Member's timely and properly noticed objection to the Settlement, the proposed Plan of Allocation, the Fee and Expense Application, and/or a reimbursement award to Plaintiffs, should be sustained; and

(g) such other matters as the Court may deem necessary or appropriate.

5. The Court reserves the right to approve the Settlement with or without modification, with or without further notice to the Settlement Class, and may adjourn the Final Approval Hearing without further notice to the Settlement Class. The Court reserves the right to enter the Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or any application by Lead Counsel for an award of attorneys' fees or expenses or a reimbursement award to Plaintiffs.

6. The Court approves the form, substance and requirements of the Notice of Pendency and Settlement of Class Action (the "Notice"), the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), and the Proof of Claim and Release form (the "Proof of Claim") annexed hereto as Exhibits 1-D, 1-C and 1-E, respectively, and finds that the dissemination of the Notice and publishing of the Summary Notice substantially in the manner

and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and are the best notices practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

7. The Court approves the appointment of A.B. Data, Ltd. (“A.B. Data”) as the Settlement Administrator to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Proofs of Claim as more fully set forth below:

(a) The Settlement Administrator will mail notice individually (substantially in the form attached as Exhibit 1-D to the Stipulation) to those members of the Settlement Class who hold (or held) their eligible securities directly and are listed in the records of Sprint’s transfer agent with respect to such holdings. This direct Notice will also provide general information regarding the Settlement and Settlement Class Members’ rights in connection with it, and direct recipients to the Settlement website for additional information, including a copy of the Proof of Claim and Release.

(b) For those Settlement Class Members whose information is not available through Sprint’s transfer agent, through a comprehensive targeted media program (the “Media Plan”), notice will be disseminated to them through (1) Google Display Networks banner ads, (2) Google Search AdWords, (3) LinkedIn Newsfeed Ads; (4) Earned Media including a press release distributed via PR Newswire US1 National Newswire, which will be tweeted to PR Newswire and A.B. Data followers. All banner, newsfeed and mobile ads will include an embedded link to the settlement website. The Media Plan will target mobile, tablet, and desktop users. A.B. Data estimates that the digital and social media campaign will generate 131 million impressions (views). During the media campaign, A.B. Data will monitor the success, conversions and activity associated with the Media Plan and will adjust the number of impressions delivered across each

platform to maximize engagement and efficiency. The newswire release will also assist with driving search engine results, which will help increase traffic to the Settlement website.

(c) The Settlement Administrator will cause the Stipulation, as well as the Notice, Proof of Claim and Release, and Preliminary Approval Order of the Court to be posted on a website dedicated to the Settlement and maintained by the Settlement Administrator. Settlement Class Members will be required to submit a valid Proof of Claim and Release to be eligible to participate in the Settlement and receive a payment from the Net Settlement Fund.

(d) The Summary Notice shall be published once in the national edition of *PR Newswire*, substantially in the form annexed hereto, within ten (10) calendar days after the dissemination of the Notice.

8. Lead Counsel shall, at least fourteen (14) calendar days before the Final Approval Hearing, file with the Court and serve on the settling Parties proof of dissemination of the Notice and Proof of Claim and proof of publication of the Summary Notice.

9. The form and content of the Notice and the Summary Notice, and the method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of Federal Rule of Civil Procedure 23, due process, and the Private Securities Litigation Reform Act of 1995 (“PSLRA”), 15 U.S.C. § 78u-4(a)(7). They constitute the best notice practicable and feasible under the circumstances and provide due and sufficient notice to all Persons and entities entitled thereto. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice

10. In order to be entitled to participate in the Net Settlement Fund, in the event the

Settlement is consummated in accordance with its terms set forth in the Stipulation, each Settlement Class Member shall take the following actions and be subject to the following conditions:

(a) Each Person claiming to be an Authorized Claimant shall be required to submit to the Settlement Administrator a completed Proof of Claim postmarked on or before _____, 2022, substantially in a form contained in Exhibit 1-E attached hereto, in accordance with the instructions therein and as approved by the Court, signed under penalty of perjury.

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the foregoing, Lead Counsel may, in their discretion, accept for processing late submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed, but shall incur no liability for declining to accept a late-submitted claim.

(c) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of this Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Stipulation.

11. Settlement Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member

wishing to make such a request shall, no later than fourteen (14) calendar days prior to the date scheduled herein for the Final Approval Hearing, mail a request for exclusion in written form (“Request for Exclusion”), by first-class mail postmarked to the address designated in the Notice. Such Request for Exclusion shall clearly indicate: (i) the name, address and telephone number of the Person seeking exclusion, (ii) that the Person requests to be excluded from the Settlement, and (iii) the number of shares of Sprint Corporation common stock purchased and sold, as well as the dates of such purchases and sales; and the request must be signed by the Person requesting exclusion. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any final judgment. Unless otherwise ordered by the Court, any Person falling within the definition of the Settlement Class who fails to timely submit a Request for Exclusion from the Settlement Class in compliance with this paragraph shall be deemed to have waived his, her, or its right to be excluded from the Settlement Class, and shall be barred from requesting exclusion from the Settlement Class in this or any other proceeding.

12. Lead Counsel shall cause to be provided to Defendants’ Counsel copies of all Requests for Exclusion, and written revocations of Requests for Exclusion, promptly upon receipt and as expeditiously as possible, and in any event not less than ten (10) calendar days prior to the Final Approval Hearing.

13. Any Settlement Class Member may file a written objection to the proposed Settlement and show cause, if he, she, or it has any cause, why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a judgment should not be entered thereon, why the proposed Plan of Allocation should or should not be approved,

why attorneys' fees and expenses should or should not be awarded to Lead Counsel, or why a reimbursement award to Plaintiffs should or should not be approved; *provided, however*, that no Settlement Class Member or any other Person shall be heard or entitled to contest such matters, unless that Person has filed a written objection and any supporting papers with the Clerk of the Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, and has served said objection and supporting papers upon Lead Counsel and Defendants' Counsel no later than fourteen (14) calendar days prior to the date scheduled herein for the Final Approval Hearing. Copies of objections and supporting documents shall be served upon Omar Jafri, Esq., Pomerantz LLP, 10 South LaSalle Street, Suite 3505, Chicago, IL 60603 on behalf of Plaintiffs and the Settlement Class, and Scott Musoff, Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, NY 10001 on behalf of Defendants.

14. Any objections, filings, and other submissions by the objecting Settlement Class Member must: (i) state the name, address, and telephone number of the Person objecting and must be signed by the objector; (ii) contain a statement of the Settlement Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention; (iii) include documents sufficient to prove membership in the Settlement Class, including the objecting Settlement Class Member's purchases, acquisitions, and sales of Sprint common stock during the Settlement Class Period, including the dates, the number of Sprint shares purchased, acquired, or sold, and price paid or received for each such purchase, acquisition, or sale; and (iv) include the number of times the Settlement Class Member or their counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or

service at issue in each case.

15. Attendance at the Final Approval Hearing is not necessary to object to the proposed Settlement. However, Persons wishing to be heard orally in opposition to approval of the Settlement, the proposed Plan of Allocation, the request for an award of attorneys' fees and expenses to Lead Counsel, and/or a reimbursement award to Plaintiffs are required to indicate in their written objection their intention to appear at the Final Approval Hearing. Settlement Class Members do not need to appear at the Final Approval Hearing or take any action if they do not oppose any aspect of the Settlement. If the Settlement Class Member intends to appear at the Final Approval Hearing and desires to present evidence or call witnesses, the Settlement Class Member must include in their written objections copies of any exhibits they intend to introduce into evidence and identify any witnesses they may seek to call at the Final Approval Hearing. As required by Federal Rule of Civil Procedure 23(e)(5)(A), any objection must state whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection. If an objector hires an attorney to represent him, her or it for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than fourteen (14) calendar days prior to the Final Approval Hearing. A Settlement Class Member who files a written objection does not have to appear at the Final Approval Hearing for the Court to consider his, her or its objection.

16. Any Settlement Class Member who does not make his, her, or its objection in the manner provided in ¶¶ 13-15 herein shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement set forth in the Stipulation, to the proposed Plan of Allocation, the award of attorneys'

fees and expenses to Lead Counsel and/or a reimbursement award to Plaintiffs, unless otherwise ordered by the Court.

17. All papers in support of the Settlement, the proposed Plan of Allocation, and any application by Plaintiff's Counsel for attorneys' fees, expenses and a reimbursement award to Plaintiffs shall be filed thirty (30) calendar days prior to the Final Approval Hearing. All reply papers shall be filed and served at least seven (7) calendar days prior to the Final Approval Hearing.

18. The proposed Plan of Allocation and any application by Lead Counsel for attorneys' fees or expenses or a reimbursement award to Plaintiffs will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. At or after the Final Approval Hearing, the Court shall determine whether the proposed Plan of Allocation and any application for attorneys' fees or payment of expenses should be approved.

19. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed or returned pursuant to the Stipulation and/or further order of the Court.

20. Defendants' Counsel and Lead Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

21. Unless otherwise ordered by the Court, all proceedings in the Action are stayed, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, Plaintiffs, Settlement Class Members, and anyone who acts or purports to act on their behalf, either directly or indirectly, representatively, or in any other capacity, shall not institute, commence, maintain

or prosecute, and are hereby barred and enjoined from instituting, commencing, maintaining or prosecuting, any action in any court or tribunal asserting any of the Released Claims against any of the Released Parties.

22. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Gross Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor Lead Counsel shall have any obligation to repay any amounts actually and properly disbursed, or due and owing from the Gross Settlement Fund for the notice and administration of the Settlement as provided for in the Stipulation.

23. If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force or effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to any Party, and each Party shall be restored to his, her or its respective position as it existed on August 4, 2022.

24. Neither this Order, nor the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed or offered as an admission or concession by Defendants as to the validity of any claims or as to the truth of any of the allegations in the Action, or in respect of any liability, fault, or wrongdoing of any kind.

25. The Court may adjourn or continue the Final Approval Hearing without further written notice.

26. The Court retains exclusive jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice

to the Settlement Class.

SO ORDERED.

Dated: September _____, 2022

Honorable Mary Kay Vyskocil
United States District Judge
Southern District of New York

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ISAAC SOLOMON and FRANCINE
CANION, Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

SPRINT CORPORATION, MICHEL
COMBES, ANDREW DAVIES, MARCELO
CLAURE and TAREK ROBBIATI

Defendants.

Civil Action No. 1:19-cv-05272-MKV

FINAL ORDER AND JUDGMENT APPROVING THE CLASS ACTION SETTLEMENT

WHEREAS, this matter came before the Court for hearing on _____, 2022, pursuant to the Preliminary Approval Order entered on _____, 2022, on the application of the Parties for final approval of the Settlement as set forth in the Stipulation of Settlement (the “Stipulation”); and

WHEREAS, due and adequate notice has been given to the Settlement Class as required in the Preliminary Approval Order, and the Court has heard all persons properly appearing and requesting to be heard, read and considered the motions and supporting papers, and found good cause appearing;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Order and Judgment incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein that are not otherwise identified have a meaning assigned to them as set forth in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Action and over all Parties

to the Action, including all Settlement Class Members.

3. On _____ 2022, the Court held a Final Approval Hearing, after due and proper notice, to consider the fairness, reasonableness and adequacy of the proposed Settlement. In reaching its decision in this Action, the Court considered the Parties' Stipulation, the Court file in this case, and the presentations by Lead Counsel on behalf of Plaintiffs and the Settlement Class and counsel for Defendants in support of the fairness, reasonableness, and adequacy of the Settlement.

4. In the Preliminary Approval Order, the Court found that the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) were satisfied, warranting preliminary certification of the Settlement Class. The Court finds that such requirements continue to be satisfied and that the Settlement Class defined in the Preliminary Approval Order shall remain certified, consisting of:

All individuals and entities who purchased or otherwise acquired Sprint common stock between October 25, 2017 and November 1, 2019, both dates inclusive, and who were damaged thereby.

Excluded from the Settlement Class are (i) Defendants; (ii) the parent entity, officers and directors of the Company, at all relevant times; (iii) members of the immediate families of such officers and directors of the Company, and their legal representatives, heirs, successors or assigns; and (iv) any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are any Settlement Class Members who have filed valid exclusions as identified on Exhibit ___ hereto.

5. In the Preliminary Approval Order, the Court preliminarily approved the Notice and the Summary Notice and found that their proposed form, content and plan of dissemination to Settlement Class Members satisfied the requirements of Rule 23(e) of the Federal Rules of Civil Procedure, due process, and the Private Securities Litigation Reform Act of 1995 ("PSLRA"), 15 U.S.C. § 78u-4(a)(7). The Court reaffirms that finding and holds that the best practicable and

feasible notice was given to members of the Class under the circumstances and constitutes due and sufficient notice of the Settlement, Stipulation in support thereof, and Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement or the Final Approval Hearing. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for in the Stipulation of Settlement, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. Furthermore, the Court hereby affirms that due and sufficient notice has been given to the appropriate State and Federal officials pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C § 1715. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Judgment except those Persons listed on Exhibit ___ hereto.

6. The Court has determined that the Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate and is hereby finally approved in all respects. In making this determination, the Court has considered factors with respect to fairness, which include (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the Settlement Class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risk of maintaining the class action through trial; (7) the ability of the Defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery, and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks. The Court has considered the submissions of the Parties along with the record in this Action, all of which show that the proposed Settlement is fair, reasonable and adequate.

7. The Court has also considered each of the factors identified in Federal Rule of Civil Procedure 23(e)(2) and finds that those factors likewise demonstrate that the proposed Settlement is fair, reasonable and adequate.

8. The Settlement provides that Sprint Corporation will cause \$3,750,000 in cash to be paid into a Settlement Fund for the benefit of the Settlement Class. Among other things, the recovery of an individual Settlement Class Member depends on the number of Sprint Corporation shares that the Settlement Class Member purchased and sold, and the prices at which other Settlement Class Members who filed claims purchased and sold those shares.

9. The Court has considered, separately from its consideration of the fairness, reasonableness and adequacy of the Settlement reflected in the Stipulation as a whole, the Plan of Allocation proposed by Plaintiffs' Counsel. The Court finds that the proposed Plan of Allocation is fair, just, reasonable, and adequate, and is finally approved in all respects.

10. The Court notes that there were _____ objections filed to the Settlement from Settlement Class Members.

11. In addition to finding the terms of the Settlement to be fair, reasonable, and adequate, the Court determines that there was no fraud or collusion between the Parties or their counsel in negotiating the Settlement's terms, and that all negotiations were made at arm's length. Furthermore, the terms of the Settlement make it clear that the process by which the Settlement was achieved was fair.

12. This Order and Judgment shall be binding on all Settlement Class Members, including Plaintiffs, except for those persons that filed valid exclusions as listed on Exhibit ____ hereto. The Court hereby authorizes and directs the implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. The Action

and all claims contained therein, as well as the Released Claims, are dismissed with prejudice as against Defendants and the Released Parties. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

13. Upon the Effective Date, Plaintiffs, each Settlement Class Member, and anyone claiming through or on behalf of any of them, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties, whether or not any individual Settlement Class Member executes and delivers the Proof of Claim and Release form. Claims to enforce the terms of the Stipulation are not released.

14. Upon the Effective Date, Plaintiffs, each Settlement Class Member and anyone claiming through or on behalf of any of them, by operation of this Judgment, shall be forever barred and enjoined from commencing, instituting, or continuing to prosecute any action or any proceeding, in any court of law or equity, arbitration, tribunal, administrative forum, or other forum of any kind asserting any of the Released Claims against any of the Released Parties.

15. Upon the Effective Date, Defendants and anyone claiming through or on behalf of any of them, shall hereby be deemed to have released, and by operation of this Judgment shall be permanently barred and enjoined from instituting, commencing, or prosecuting all Defendants' Claims against Plaintiffs and all other Settlement Class Members, and their respective attorneys, insurers and reinsurers. Defendants' Claims do not include claims to enforce the terms of the Stipulation or any order of the Court in this Action.

16. The Parties may file the Settlement Stipulation and/or this Order and Judgment in any proceedings that may be necessary to consummate or enforce the Settlement Stipulation, the Settlement, or this Order and Judgment.

17. The finality of this Order and Judgment shall not be affected, in any manner, by rulings that the Court may make on Lead Counsel's application for an award of attorneys' fees and expenses or an award to Plaintiffs.

18. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement is or may be deemed to be or may be used as: (i) an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; (ii) an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; (iii) an admission, or evidence, that any claim asserted by Plaintiffs was not valid in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iv) an admission of, or evidence of, the appropriateness of treating the Action as a class action for any other purpose than the Settlement. The Released Parties may file the Stipulation and/or this Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of this Settlement and any award or distribution of the Gross or Net Settlement Fund, including interest earned thereon; (ii) disposition of the Gross or Net Settlement Fund; (iii) hearing and determining applications for attorneys' fees, expenses, and interest in the Action; and (iv) all Parties herein for the purpose of construing, enforcing, and administering the Stipulation of Settlement.

20. The Court finds and concludes that, throughout this Action, Plaintiffs, Lead

Counsel, Defendants, and Defendants' Counsel complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Court further finds that Plaintiffs and Lead Counsel adequately represented the Settlement Class Members for purposes of entering into and implementing the Settlement.

21. Separate from its consideration of the Settlement set forth in the Stipulation, the Court hereby awards Lead Counsel attorneys' fees of \$_____, plus reimbursement of their expenses in the amount of \$_____, together with the interest earned thereon for the same time period and at the same rate as that earned on the Gross Settlement Fund until paid, such amounts to be paid out of the Gross Settlement Fund within ten (10) days of the entry of this Order. The Court finds that the amount of fees awarded is appropriate and that the amount of fees awarded is fair and reasonable given the time and labor expended by counsel, the complexity of the litigation, the risk of the litigation, the quality of representation, the fee requested in relation to the recovery under the Settlement, and public policy. In the event that this Judgment does not become Final, and Lead Counsel and any other Plaintiffs' counsel to whom Lead Counsel has distributed payments shall within thirty (30) days of entry of the order rendering the Settlement and Judgment non-Final or notice of the Settlement being terminated or if the Effective Date is otherwise precluded from occurring, refund any portion of the Fee and Expense Award that has already been paid from the Gross Settlement Fund.

22. Separate from its consideration of the Settlement set forth in the Stipulation, the Court hereby awards Plaintiffs a reimbursement award pursuant to §78u-4(a)(4) of the PSLRA in the amount of \$_____ for reasonable costs and expenses relating to the representation of the Settlement Class, such amounts to be paid out of the Gross Settlement Fund within ten (10) days of the entry of this Order.

23. In the event that the Settlement is terminated as provided in the Stipulation, or the Effective Date otherwise does not occur, then this Order and Judgment, and all orders entered and releases delivered in connection herewith, shall be vacated, rendered null and void to the extent provided by and in accordance with the Stipulation, and this Order and Judgment shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members, and Defendants, and the Parties shall revert to their respective positions in the Action as of August 4, 2022, as provided in the Stipulation.

24. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

25. Without affecting the finality of this Order and Judgment, the Court reserves continuing and exclusive jurisdiction over all matters relating to the administration, implementation, effectuation, and enforcement of the Settlement.

26. The Court finds under Federal Rule of Civil Procedure 54(b) that there is no just reason to delay the entry of this Judgment, and the Clerk is expressly directed to enter Judgment.

SO ORDERED.

Dated: _____

Honorable Mary Kay Vyskocil
United States District Judge
Southern District of New York

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ISAAC SOLOMON and FRANCINE
CANION, Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

SPRINT CORPORATION, MICHEL
COMBES, ANDREW DAVIES, MARCELO
CLAURE and TAREK ROBBIATI

Defendants.

Civil Action No. 1:19-cv-05272-MKV

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: All individuals and entities who purchased or otherwise acquired Sprint common stock between October 25, 2017 and November 1, 2019, both dates inclusive, and who were damaged thereby.

Excluded from the Settlement Class are (i) Defendants; (ii) the parent entity, officers and directors of the Company, at all relevant times; (iii) members of the immediate families of such officers and directors of the Company, and their legal representatives, heirs, successors or assigns; and (iv) any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class is any Settlement Class member that validly and timely requests exclusion in accordance with the requirements set by the Court.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York, that a hearing will be held on _____, 2022, at _____ .m., before the Honorable Mary Kay Vyskocil in Courtroom 18C of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, for the purpose of determining, among other things: (1) whether the proposed Settlement of the Settlement Class's claims against the Defendants for \$3,750,000 in cash should be approved as fair, reasonable and adequate; (2) whether the Plan of Allocation should be approved as fair, reasonable and adequate; (3) whether the application by Lead Counsel for an award of attorneys' fees and expenses should be approved; (4) whether a request for reimbursement of Plaintiffs' costs and expenses should be approved; and (5) whether the Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation of Settlement filed with the Court.

If you purchased or acquired Sprint common stock between October 25, 2017 through November 1, 2019, your rights may be affected by the Settlement of this Action, including the

release and extinguishment of claims you may possess relating to your ownership interest in Sprint common stock. If you have not received a detailed Notice of Pendency and Class Action Settlement (the “Notice”) and a copy of the Proof of Claim and Release Form, you may obtain copies by writing to the Settlement Administrator at: Sprint Securities Litigation, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217, www.sprintsecuritiesclassaction.com

If you are a member of the Settlement Class and wish to share in the Settlement money, you must submit a Proof of Claim no later than _____ establishing that you are entitled to recovery. As further described in the Notice, you will be bound by any judgment entered in the Action, regardless of whether you submit a Proof of Claim, unless you exclude yourself from the Settlement Class, in accordance with the procedures set forth in the Notice, by no later than _____. All members of the Settlement Class who have not requested exclusion from the Settlement Class will be bound by any judgment entered in the Action pursuant to the Settlement Stipulation. Any objections to the Settlement, Plan of Allocation, attorney’s fees and expenses, or Plaintiffs’ reimbursement award must be filed and served, in accordance with the procedures set forth in the Notice, no later than _____, to each of the following:

<p>Clerk of the Court United States District Court Southern District of New York 500 Pearl Street New York, NY 10007</p>	<p>Lead Counsel Omar Jafri POMERANTZ LLP 10 South LaSalle Street Suite 3505 Chicago, IL 60603</p>	<p>Defendants’ Counsel Scott D. Musoff SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP One Manhattan West New York, NY 10001</p>
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If you have any questions about the Settlement, you may visit www.sprintsecuritiesclassaction.com or contact Lead Counsel at the above address or via telephone at (312) 377-1181.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT,
THE CLERK’S OFFICE, DEFENDANTS, OR DEFENDANTS’ COUNSEL.

Dated: _____, 2022

By Order of the Court
 United States District Court
 Southern District of New York

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ISAAC SOLOMON and FRANCINE
CANION, Individually and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

SPRINT CORPORATION, MICHEL
COMBES, ANDREW DAVIES, MARCELO
CLAURE and TAREK ROBBIATI

Defendants.

Civil Action No. 1:19-cv-05272-MKV

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY
YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION**

TO: All individuals and entities who purchased or otherwise acquired Sprint common stock between October 25, 2017 and November 1, 2019, both dates inclusive, and who were damaged thereby.

Excluded from the Settlement Class are (i) Defendants; (ii) the parent entity, officers and directors of the Company, at all relevant times; (iii) members of the immediate families of such officers and directors of the Company, and their legal representatives, heirs, successors or assigns; and (iv) any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class is any Settlement Class member that validly and timely requests exclusion in accordance with the requirements set by the Court.

CLASS RECOVERY: This Notice has been sent to you pursuant to an Order of the United States District Court for the Southern District of New York (the “Court”) in the above-captioned action (the “Action”). One of the purposes of this Notice is to inform you of the proposed Settlement of the Action for \$3,750,000.

POTENTIAL OUTCOME OF THE CASE: Lead Counsel recognizes the expense, risks, and uncertain outcome of any litigation and subsequent appeals, especially in a complex action such as this with its inherent difficulties and delays. The Parties vigorously disagree on both liability and damages, and do not agree on the average amount of damages per share that would be recoverable if Plaintiffs prevailed on each claim alleged. No trial has taken place, and no trier of fact has ruled on any claim or defense in this Action. The Defendants continue to deny that they are liable and deny that Plaintiffs or the Settlement Class have suffered any damages, and the Settlement is not any admission of wrongdoing or liability.

REASONS FOR SETTLEMENT: Plaintiffs believe that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. Plaintiffs and their counsel (“Lead Counsel”) have reached this conclusion after investigating and considering, among other things, the amount of the Settlement, the strengths and weaknesses of the claims against Defendants, the uncertainties of trial and appeal, and the concrete benefits provided by the Settlement to the members of the Settlement Class. The Settlement was entered into after arms’ length mediation proceedings. Without admitting any wrongdoing or liability, Defendants are willing to settle to avoid the continuing burden, expense, inconvenience and distraction of continued litigation.

ATTORNEYS FEES AND COSTS SOUGHT: Lead Counsel have not received any payment for their services in conducting this litigation on behalf of Plaintiffs and the members of the Settlement Class, nor have they been reimbursed for their out-of-pocket expenditures. If the Settlement is approved by the Court, Lead Counsel will collectively apply to the Court for attorneys’ fees not to exceed 33 1/3% of the Settlement Amount, and reimbursement of expenses not to exceed \$140,000. In addition, a reimbursement award for the time and expenses incurred by Plaintiffs will be sought, not to exceed \$5,000. If these amounts are requested and awarded, Plaintiffs estimate that they would total \$.004375 per share.

IDENTIFICATION OF LEAD COUNSEL: Requests for further information may be directed to Lead Counsel: Omar Jafri, Pomerantz LLP, 10 South LaSalle Street, Suite 3505, Chicago, IL 60603, Telephone: (312) 377-1181.

DEFINITIONS: All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation of Settlement, dated September 12, 2022 (the “Stipulation”).

I. THE CLASS INVOLVED IN THE PROPOSED SETTLEMENT

The proposed Settlement affects the rights of the members of the Settlement Class. The Settlement Class consists of:

All individuals and entities who purchased or otherwise acquired Sprint common stock between October 25, 2017 and November 1, 2019, both dates inclusive, and who were damaged thereby.

Excluded from the Settlement Class are (i) Defendants; (ii) the parent entity, officers and directors of the Company, at all relevant times; (iii) members of the immediate families of such officers and directors of the Company, and their legal representatives, heirs, successors or assigns; and (iv) any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class is any Settlement Class member that validly and timely requests exclusion in accordance with the requirements set by the Court.

The sending of this Notice should not be construed as any indication of the Court’s view as to the merits of any claims or defenses asserted by any Party to this Action.

II. DESCRIPTION OF THE ACTION

Summary of the Action

On June 5, 2019, Plaintiff Isaac Solomon filed a class action complaint against Defendants Sprint Corporation, Michel Combes and Andrew Davies alleging violations of the federal securities laws in the United States District Court for the Southern District of New York

(the “Court”). On May 13, 2020 the Court granted Plaintiff Solomon’s motion to be appointed as Lead Plaintiff and to approve Plaintiff’s selection of Pomerantz LLP as Lead Counsel.

On July 31, 2020, Lead Plaintiff Solomon and additional Plaintiff Francine Canion (“Plaintiffs”) filed their Amended Complaint against Sprint Corporation, Michel Combes, Andrew Davies, Marcelo Claure and Tarek Robbiati (“Complaint”). The Complaint alleged violations of the Securities Exchange Act of 1934 for false and misleading statements made to the public concerning the growth in Sprint’s postpaid net additions, Sprint’s Lifeline program, and the Company’s revenues and internal controls.

On March 25, 2022, the Court denied Defendants’ motion to dismiss the Complaint in part and granted it in part. The Court found that Plaintiffs had stated a claim for violations of the securities laws in connection with Sprint’s statements related to postpaid net additions, but that Plaintiffs did not adequately allege scienter for the statements related to Sprint’s Lifeline program and its revenue figures and internal controls.

On June 17, 2022, Plaintiffs moved to amend the Complaint with additional allegations regarding statements related to Sprint’s Lifeline program, including related revenue figures and internal controls. On July 19, 2022, the Court denied Plaintiffs’ motion to amend.

The Proposed Settlement and Evaluation by Lead Counsel

On July 21, 2022, the Parties participated in an extended mediation session conducted by Jed Melnick, Esq. At the close of the mediation, the mediator made a proposal to all Parties to settle this Action for the Settlement Amount, which the Parties accepted.

Lead Counsel continues to believe that the claims against the Defendants in this Action have merit and that the evidence would support their claims at trial. However, they acknowledge the expense and length of continued proceedings, trial, and appeals, and have considered the uncertain outcome and the risk of any litigation, especially complex actions like this. They are also mindful of the defenses asserted by Defendants, and the risks inherent to certifying a class action. Lead Counsel believes that the Settlement set forth in the Stipulation confers a meaningful benefit upon the Settlement Class, and based on the evaluation and recommendation of Lead Counsel, Plaintiffs have determined that the Settlement is in the best interests of the Settlement Class.

The Release

In return for the payment of the Settlement Fund, Settlement Class Members who do not file for exclusion from the Settlement Class will release, discharge and dismiss with prejudice all Released Claims as against each and all of the Released Parties, without costs to any party except as provided herein, upon the Effective Date. Plaintiffs and all Settlement Class Members, whether or not any such Person submits a Proof of Claim and Release or shares in the Net Settlement Fund, on behalf of themselves and each of their predecessors, successors, parents, subsidiaries, affiliates, custodians, agents, assigns, representatives, heirs, executors, trustees and administrators, will be deemed by this Settlement on the Effective Date to release and forever discharge the Released Parties from any and all of the Released Claims.

On the Effective Date, all Settlement Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceedings in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Parties.

III. PROPOSED PLAN OF ALLOCATION

The \$3,750,000 Settlement Amount, together with any interest earned thereon and/or proceeds thereof shall be the Gross Settlement Fund. The Gross Settlement Fund less taxes, approved costs, fees and expenses (the “Net Settlement Fund”) shall be distributed to members of the Settlement Class who submit valid Proofs of Claim (“Authorized Claimants”).

The Settlement Administrator shall determine each Authorized Claimant’s pro rata share of the Net Settlement Fund based upon each Authorized Claimant’s “Recognized Loss.” The Recognized Loss formula is not intended to be an estimate of the amount of what a Settlement Class Member lost or might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is simply the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.

The proposed Plan of Allocation incorporates the damage limitation under the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(e), as well as the principles articulated by the Supreme Court in *Dura Pharmaceuticals, Inc. v. Broudo*, 544 U.S. 336 (2005). For purposes of this Settlement, Recognized Loss shall be calculated as follows:

1. There is no Recognized Loss for any shares purchased before October 25, 2017.
2. For shares purchased on or between August 1, 2018 and April 16, 2019, and
 - (a) sold on or before April 16, 2019, the Recognized Loss per share is \$0.00.
 - (b) sold on or between April 17, 2019 and July 15, 2019, the Recognized Loss per share is the lesser of:
 - i. \$0.34; or
 - ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0; or
 - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 1 below. If this calculation results in a negative number, then the Recognized Loss per share is \$0.
 - (c) that were still held as of the close of trading on July 15, 2019, the Recognized Loss per share is the lesser of
 - i. \$0.34; or
 - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period starting April 17, 2019, which is \$6.53. If this calculation results in a negative number, then the Recognized Loss per share is \$0.

Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
4/17/2019	\$5.64	5/17/2019	\$5.79	6/18/2019	\$6.37
4/18/2019	\$5.71	5/20/2019	\$5.86	6/19/2019	\$6.39
4/22/2019	\$5.76	5/21/2019	\$5.91	6/20/2019	\$6.41
4/23/2019	\$5.75	5/22/2019	\$5.94	6/21/2019	\$6.42
4/24/2019	\$5.72	5/23/2019	\$5.98	6/24/2019	\$6.43
4/25/2019	\$5.71	5/24/2019	\$6.03	6/25/2019	\$6.44
4/26/2019	\$5.68	5/28/2019	\$6.06	6/26/2019	\$6.44
4/29/2019	\$5.66	5/29/2019	\$6.08	6/27/2019	\$6.45
4/30/2019	\$5.65	5/30/2019	\$6.12	6/28/2019	\$6.45
5/1/2019	\$5.65	5/31/2019	\$6.14	7/1/2019	\$6.45
5/2/2019	\$5.63	6/3/2019	\$6.16	7/2/2019	\$6.46
5/3/2019	\$5.64	6/4/2019	\$6.19	7/3/2019	\$6.47
5/6/2019	\$5.65	6/5/2019	\$6.21	7/5/2019	\$6.48
5/7/2019	\$5.66	6/6/2019	\$6.24	7/8/2019	\$6.49
5/8/2019	\$5.66	6/7/2019	\$6.26	7/9/2019	\$6.49
5/9/2019	\$5.68	6/10/2019	\$6.28	7/10/2019	\$6.50
5/10/2019	\$5.71	6/11/2019	\$6.29	7/11/2019	\$6.51
5/13/2019	\$5.73	6/12/2019	\$6.30	7/12/2019	\$6.52
5/14/2019	\$5.74	6/13/2019	\$6.31	7/15/2019	\$6.53
5/15/2019	\$5.76	6/14/2019	\$6.33	--	--
5/16/2019	\$5.77	6/17/2019	\$6.35	--	--

3. For shares purchased on or between October 25, 2017 and November 1, 2019, except for shares purchased between August 1, 2018 and April 16, 2019, and

- (a) sold on or before November 1, 2019, the Recognized Loss per share is \$0.00.
- (b) sold on or between November 4, 2019 and January 30, 2020, the Recognized Loss per share is the lesser of:
 - i. \$0.05¹; or

¹ The Plan of Allocation acknowledges that the Court has dismissed all statements made during the Settlement Class Period that relate to Sprint's revenue figures and internal controls for lack of scienter. For that reason, and because purchasers who suffered a loss in November 2019 will nonetheless be bound by the releases of this Settlement, a nominal inflation of \$0.05 has been assigned for these Recognized Losses.

- ii. the purchase price minus the sale price (excluding all fees, taxes, and commissions). If this calculation results in a negative number, then the Recognized Loss is \$0; or
 - iii. the purchase price minus the “90-Day Lookback Value” on the date of sale/disposition provided in Table 2 below. If this calculation results in a negative number, then the Recognized Loss per share is \$0.
- (c) that were still held as of the close of trading on January 30, 2020, the Recognized Loss per share is the lesser of
- i. \$0.05; or
 - ii. the purchase price (excluding all fees, taxes, and commissions) minus the average closing price of the shares during the 90-day period starting November 4, 2019, which is \$5.38. If this calculation results in a negative number, then the Recognized Loss per share is \$0.

Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value	Sale/ Disposition Date	90-Day Lookback Value
11/4/2019	\$6.15	12/3/2019	\$5.91	1/2/2020	\$5.61
11/5/2019	\$6.15	12/4/2019	\$5.90	1/3/2020	\$5.60
11/6/2019	\$6.15	12/5/2019	\$5.87	1/6/2020	\$5.59
11/7/2019	\$6.16	12/6/2019	\$5.86	1/7/2020	\$5.58
11/8/2019	\$6.15	12/9/2019	\$5.84	1/8/2020	\$5.57
11/11/2019	\$6.11	12/10/2019	\$5.82	1/9/2020	\$5.56
11/12/2019	\$6.07	12/11/2019	\$5.80	1/10/2020	\$5.54
11/13/2019	\$6.07	12/12/2019	\$5.78	1/13/2020	\$5.53
11/14/2019	\$6.05	12/13/2019	\$5.76	1/14/2020	\$5.51
11/15/2019	\$6.03	12/16/2019	\$5.74	1/15/2020	\$5.50
11/18/2019	\$6.01	12/17/2019	\$5.72	1/16/2020	\$5.49
11/19/2019	\$5.99	12/18/2019	\$5.71	1/17/2020	\$5.48
11/20/2019	\$5.96	12/19/2019	\$5.70	1/21/2020	\$5.47
11/21/2019	\$5.94	12/20/2019	\$5.69	1/22/2020	\$5.46
11/22/2019	\$5.93	12/23/2019	\$5.67	1/23/2020	\$5.45
11/25/2019	\$5.93	12/24/2019	\$5.66	1/24/2020	\$5.44
11/26/2019	\$5.93	12/26/2019	\$5.65	1/27/2020	\$5.43
11/27/2019	\$5.93	12/27/2019	\$5.64	1/28/2020	\$5.41
11/29/2019	\$5.93	12/30/2019	\$5.63	1/29/2020	\$5.40
12/2/2019	\$5.92	12/31/2019	\$5.62	1/30/2020	\$5.38

General Provisions:

1. There shall be no Recognized Loss for any Sprint securities other than common stock.
2. The “trade” date and not the “settlement” date shall be considered the date of purchase or sale.
3. A claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her or its Recognized Loss Amounts.

The Net Settlement Fund will be distributed to authorized claimants on a pro rata basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all authorized claimants, multiplied by the total amount in the Net Settlement Fund.

4. For Settlement Class Members who held Sprint common stock at the beginning of the Class Period or made multiple purchases or sales during the Settlement Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases and sales for purposes of calculating a claim. Under the FIFO method, sales of Sprint common stock during the Settlement Class Period will be matched, in chronological order, first against Sprint common stock held at the beginning of the Settlement Class Period. The remaining sales of Sprint common stock in the Settlement Class Period will then be matched, in chronological order, against Sprint common stock purchased during the Settlement Class Period.

5. Common stock originally sold short will have no Recognized Loss.

6. Exercise of option contracts or the conversion of preferred stock into common stock will be considered to be purchases or sales of common stock as of the date of the exercise or conversion. Option premiums and the conversion price for preferred stock will be incorporated into the purchase/sale price of the common stock accordingly.

7. No cash payment will be made on a claim where the potential distribution amount is less than \$20. Please be advised that if you do not opt out of the Settlement you will be bound by all determinations and judgments of the Court in connection with the Settlement, including being barred from asserting any of the Released Claims against the Released Parties, whether or not you are entitled to a cash payment.

8. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class Member on equitable grounds.

9. The receipt or grant by gift, inheritance or operation of law of Sprint common stock during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of Sprint common stock for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of any Sprint common stock unless (i) the donor or decedent purchased or otherwise acquired such Sprint common stock during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Sprint common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

10. No person shall have any claim against Lead Counsel, the Settlement Administrator or other agent designated by Lead Counsel, or any Defendant or any Defendants' Counsel based on the distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or further orders of the Court.

11. Settlement Class Members who do not submit valid Proofs of Claim will not share in the Settlement proceeds. Settlement Class Members who do not either submit a Request for Exclusion or submit a valid Proof of Claim will nevertheless be bound by the Settlement and the Final Order and Judgment of the Court dismissing this Action.

IV. REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOU MAY BE ELIGIBLE TO SHARE IN THE BENEFITS OF THIS SETTLEMENT AND WILL BE BOUND BY ITS TERMS UNLESS YOU EXCLUDE YOURSELF FROM THE SETTLEMENT.

Each member of the Settlement Class shall be bound by all determinations and judgments of the Court in connection with the Settlement, whether favorable or unfavorable, unless such Settlement Class Member shall mail, by first class mail, sufficient postage prepaid, a written request for exclusion from the Settlement Class, **postmarked no later than _____, 2022**, addressed to the Settlement Administrator at: _____ . Such request for exclusion shall be in a form that sufficiently identifies (1) the name, address, and telephone number of the person(s) or entity seeking exclusion, and (2) a list of all transaction(s) involving Sprint common stock during the period October 25, 2017 through November 1, 2019, including the number of shares of common stock, principal amount and trade date of each purchase and sale. A request for exclusion shall not be effective unless submitted within the time and in the form and manner provided for herein. **You cannot exclude yourself by telephone, email or fax.**

If you are a Settlement Class Member and duly request to be excluded from the Settlement Class, you will not be bound by any orders or judgments entered in respect of the Settlement and shall not be entitled to receive any benefits provided by the Settlement in the event it is finally approved by the Court.

If a judgment approving the Settlement provided for in the Stipulation is finally entered, all Settlement Class Members that have not requested exclusion shall conclusively be deemed to have released and shall thereafter be barred from asserting any of the Released Claims against the Released Parties.

V. STATEMENT OF ATTORNEYS' FEES AND COSTS SOUGHT

If the proposed Settlement is approved, Lead Counsel intends to apply to the Court for an award from the Gross Settlement Fund of attorneys' fees not to exceed 33 1/3 percent of the Settlement Amount, plus interest, and reimbursement for the reasonable expenses actually incurred in prosecuting the Action not to exceed \$140,000. Lead Counsel believes these requests to be fair and reasonable. Lead Counsel has litigated this Action on a wholly contingent basis and has received no compensation during the period the case has been pending, while expending considerable time and expense, and risking considerable financial losses.

In addition, Lead Counsel intends to apply to the Court for a reimbursement award from the Gross Settlement Fund to Plaintiffs for their reasonable time and expenses directly relating to the representation of the Settlement Class, in an amount not to exceed \$5,000.

VI. THE FINAL APPROVAL HEARING

The Final Approval Hearing will be held before the Honorable Mary Kay Vyskocil on _____, 2022 at ___:___ .m., in Courtroom 18C of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, to determine, among other things: (1) whether the proposed Settlement of the Settlement Class's claims against the Defendants for \$3,750,000 should be approved as fair, reasonable and adequate; (2) whether the proposed Plan of Allocation should be approved as fair, reasonable, and adequate; (3) whether the Court should permanently enjoin the assertion of any claims that arise from or relate to the subject matter of the Action; (4) whether the Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation of Settlement filed with the Court; (5) whether the application by Plaintiffs' Counsel for an award of attorneys' fees and expenses should be approved; and (6) whether the application for a reimbursement award to Plaintiffs should be granted. At the Court's discretion, the Final Approval Hearing may be telephonic, in which case call-in details will be displayed by the Settlement Administrator at its website: www.sprintsecuritiesclassaction.com.

The Final Approval Hearing may be adjourned or continued by the Court without further notice other than an announcement at such hearing or on the Court's PACER website.

Any Settlement Class Member who does not timely and validly request exclusion from the Settlement Class and who objects to the Settlement, the adequacy of the representation provided by Plaintiffs and Lead Counsel, the proposed Plan of Allocation of the Net Settlement Fund, the Final Order and Judgment contemplated by the Stipulation, the application for attorneys' fees and expenses, or a reimbursement award to the Plaintiffs, or who otherwise wishes to be heard with respect to any of the foregoing, may appear in person or by attorney at the Final Approval Hearing, at his or her own expense, and present any evidence or argument that may be proper and relevant. However, no person shall be heard, and no papers, briefs, pleadings or other documents submitted by any such person shall be considered by the Court unless, no later than _____, 2022, (1) a notice of the person's intention to appear, containing such person's name, address, telephone number, and signature, (2) a statement of such person's objections to any matter before the Court, (3) all grounds for such objections or the reason for such person's request to appear and to be heard, including any legal support known to such person or their counsel, together with any documents that may be presented at the Final Approval Hearing; (4) a list of all transaction(s) involving Sprint common stock from October 25, 2017 to November 1, 2019, inclusive, including the number of shares of common stock, principal amount and trade date of each purchase and sale; (5) brokerage statements and/or confirmation slips sufficient to establish that such person is a member of the Settlement Class, (6) the name, address, and telephone number of all counsel, if any, who represent such person, including former or current counsel who may be entitled to compensation in connection with the objection; and (7) the number of times such person and/or their counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case, shall be filed by such person with the Clerk of the Court, and, on or before such filing, shall be delivered by hand, overnight mail or by certified mail, return-receipt requested, sufficient postage prepaid, upon each of the following counsel of record:

Lead Counsel

Omar Jafri
POMERANTZ LLP
10 South LaSalle Street
Suite 3505
Chicago, IL 60603

Defendants' Counsel

Scott D. Musoff
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
One Manhattan West
New York, New York 10001

Any person or entity who fails to object in the manner prescribed in the paragraph immediately above shall be deemed to have waived any objections that person may have and shall be barred from raising such objections in this or any other action or proceeding. Objections directed solely to the proposed Plan of Allocation, attorneys' fees and expenses, or a reimbursement award to the Plaintiffs will not affect the finality of either the Settlement or the Judgment to be entered thereon, if the Settlement is approved by the Court.

Any person or entity who objects to either the Settlement, the proposed Plan of Allocation, or the award of attorneys' fees and expenses or a reimbursement award to the Plaintiffs subjects to the jurisdiction of the District Court in this matter and consents to being deposed in their district of residence and producing in advance of a deposition any responsive documents to a discovery request prior to the Final Approval Hearing.

Attendance at the Final Approval Hearing is not necessary. Objectors wishing to be heard orally at the Final Approval Hearing must indicate in their written objection that they intend to appear at the Final Approval Hearing and identify any exhibits they intend to introduce into evidence and any witnesses they may call to testify at the Final Approval Hearing.

All members of the Settlement Class who do not request exclusion therefrom, in the manner provided herein, will be represented by Lead Counsel in connection with the Settlement, but may, if they so desire, also enter an appearance through counsel of their own choice and at their own expense.

VII. PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a cash distribution from the Net Settlement Fund, you must timely complete, sign and file a Proof of Claim and Release Form ("Proof of Claim"). A Proof of Claim is annexed to this Notice. You may receive more than one copy of this Notice and the Proof of Claim, but you should **submit only one Proof of Claim** for each differently named account or ownership, such as an individual account, an IRA account, a joint account, a custodial account, etc.

The Proof of Claim (1) **must** be completed in accordance with the Instructions on the Proof of Claim, (2) **must** enclose all documentation required by the Instructions, and (3) **must** be filed with the Settlement Administrator **postmarked on or before** _____, 2022 at the following address:

Sprint Securities Litigation
Settlement Administrator
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

A Proof of Claim will be deemed filed when mailed via first-class mail, sufficient postage prepaid.

Members of the Settlement Class who do not exclude themselves from the Settlement Class and who fail to submit a valid and timely Proof of Claim will nevertheless be bound by the Settlement if finally approved, and all orders and judgments entered by the Court in connection therewith.

By Order of the Court, the Proof of Claim provides for and requires a Release of all Released Claims as described in Section II, above, by all members of the Settlement Class who file Proofs of Claim. The Release will become effective on the Effective Date of the Settlement.

Each person or entity submitting a Proof of Claim thereby submits to the jurisdiction of the Court for purposes of the litigation, the Settlement and any proceedings relating to such Proof of Claim, and agrees that such a filed Proof of Claim will be subject to review and further inquiry as to such person's or entity's status as a member of the Settlement Class and the allowable amount of the claim.

If you would like acknowledgement of the receipt of your Proof of Claim by the Settlement Administrator, please send it by certified mail, return receipt requested, or its equivalent. ***No other formal acknowledgment will be provided, and you will bear all risks of delay or non-delivery of your claim.***

VIII. EXAMINATION OF PAPERS AND INQUIRIES

For further information about the Action, you may contact the Settlement Administrator at its website, www.sprintsecuritiesclassaction.com, or by email at: info@sprintsecuritiesclassaction.com or may contact Lead Counsel at the address listed above, or consult the pleadings and other papers filed in the Action at the Office of the Clerk of the United States District Court for the Southern District of New York, the United States District Court for the Southern District of New York, 500 Pearl Street, New York, NY 10007, during normal business hours of each business day. If you have an account with PACER, you may consult the pleadings and other papers via Electronic Case Filing at the website of the Southern District of New York: <https://ecf.nysd.uscourts.gov/>.

If you have any questions concerning this case or your membership in the Settlement Class, please contact the Settlement Administrator: Sprint Securities Litigation Settlement Administrator, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217, www.sprintsecuritiesclassaction.com

**INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT,
THE CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL.**

Dated: _____, 2022

By Order of the Court
United States District Court
Southern District of New York

PROOF OF CLAIM AND RELEASE FORM

A. GENERAL INSTRUCTIONS & INFORMATION

1. You are urged to read carefully the accompanying Notice of Pendency and Settlement of Class Action (the “Notice”). All capitalized terms used herein not otherwise defined herein shall have the same meaning as defined in the Notice.
2. To file a claim and recover under the Settlement of this Action, you must submit this Proof of Claim and Release form (the “Proof of Claim”). However, such filing is not a guarantee that you will share in the proceeds of the Settlement in the Action.
3. **You must mail your completed and signed Proof of Claim postmarked on or before _____, 2022, addressed to the Settlement Administrator at:**

Sprint Securities Litigation
Settlement Administrator
c/o A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

4. If you are a Settlement Class Member and you do not timely request exclusion, you will be bound by the terms of any Judgment entered in the Action.
5. If you are **not** a Settlement Class Member, **do not** submit a Proof of Claim.
6. **If you need assistance filling out this Proof of Claim, please contact the Settlement Administrator.**

B. INSTRUCTIONS FOR FILLING OUT THE PROOF OF CLAIM

Important additional information regarding the Settlement and this Proof of Claim is contained in the accompanying Notice. Please refer to the proposed Plan of Allocation set forth in the accompanying Notice for a detailed explanation of how an Authorized Claimant’s Recognized Loss will be calculated.

1. In order to be eligible to participate in the distribution of the Net Settlement Fund, an Authorized Claimant must have purchased Sprint Corporation’s (“Sprint”) common stock between October 25, 2017 and November 1, 2019, both dates inclusive (the “Settlement Class Period”), and otherwise be a Settlement Class Member as defined in the Notice.
2. The submission of a Proof of Claim does not ensure that your claim will be upheld or that you will share in any recovery. All claims are subject to verification and investigation. You may be requested to provide further information.
3. All claims must be made by persons or entities who were beneficial owners (as opposed to record holders or nominees) of shares of Sprint common stock. If Sprint common stock was owned jointly, all joint owners must complete and sign the Proof of Claim.
4. Executors, administrators, guardians, conservators and trustees may complete and sign the Proof of Claim on behalf of persons or entities represented by them, but they must identify such persons or entities and provide proof of their authority (*e.g.*, powers of attorney or currently effective letters testamentary or letters of administration) to do so.
5. You must file a separate Proof of Claim for each differently named account or ownership, such as an individual account, an IRA account, a joint account, a custodial account, etc. Joint tenants, co-owners

or UGMA custodians should file a single claim. Claimants who file one or more claims (*e.g.*, one in Claimant's name and one for an IRA or joint ownership) must identify the other claims filed.

6. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may email the Settlement Administrator's electronic filing department at info@sprintsecuritiesclassaction.com. Any file not submitted in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Settlement Administrator issues an email after processing your file with your claim number(s) and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@sprintsecuritiesclassaction.com to inquire about your file and confirm it was received and acceptable.

7. There will be no Recognized Loss attributed to any Sprint securities other than common stock.

8. The date of purchase and/or sale of shares of Sprint common stock is the "trade" date and not the "settlement" date.

9. The first-in, first-out basis ("FIFO") will be applied to both purchases and sales.

10. Sprint common stock originally sold short will have no Recognized Loss.

11. Exercise of option contracts or the conversion of preferred stock into common stock will be considered to be purchases or sales of common stock as of the date of the exercise or conversion. Option premiums and the conversion price for preferred stock will be incorporated into the purchase/sale price of the common stock accordingly.

12. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Settlement Class Member on equitable grounds.

13. No cash payment will be made on a claim where the potential distribution is less than \$20.00.

14. You must attach to your Proof of Claim form **copies** of brokerage confirmations, monthly statements or other documentation of your transactions in Sprint common stock in order for your claim to be valid. Failure to provide this documentation could delay verification of your claim or could result in rejection of your claim.

If you have any questions or need additional Proofs of Claim, contact the Settlement Administrator via the information set forth in Section A. You may make photocopies of this form.

Sprint Securities Litigation

PROOF OF CLAIM

Must be received by the Settlement Administrator postmarked no later than _____, 2022.

C. CLAIMANT IDENTIFICATION

Please Type or Print

Beneficial Owner's Name *(as it appears on your brokerage statement)*

Joint Beneficial Owner's Name *(as it appears on your brokerage statement)*

Street Address

City State Zip Code

Foreign Province Foreign Country

Last Four Digits of Social Security Number or Last Four Digits of Taxpayer Identification Number

Specify one of the following:

Individual(s) _____ Corporation _____ IRA _____ UGMA Custodian _____
Partnership _____ Estate _____ Trust _____ Other: _____

(Evening) Area Code Telephone Number (Day) _____ Area Code Telephone Number

Facsimile Number E-Mail Address

Record Owner's Name and Address *(if different from beneficial owner listed above)*

D. SCHEDULE OF TRANSACTIONS IN SPRINT COMMON STOCK

1. State the total number of Sprint common stock held as of close of trading on October 24, 2017. If none, write “zero” or “0.” _____

2. Separately list each and every **purchase** of Sprint common stock between October 25, 2017 **through** January 30, 2020, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased	Purchase / Acquisition Price Per Share	Total Amount of Purchase (excluding commissions, taxes and other fees)

3. Separately list each and every **sale** of Sprint common stock between October 25, 2017 through January 30, 2020, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Sold	Sale Price Per Share	Total Amount of Sale (excluding commissions, taxes and other fees)

4. State the **total number** of Sprint common stock owned at the close of trading on January 30, 2020, long or short (*if none, enter “0”; if other than zero, must be documented*): _____

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and last four digits of your Social Security or Taxpayer Identification Number at the top of each additional sheet.

YOU MUST ALSO READ THE RELEASE AND SIGN THE CERTIFICATION BELOW.

E. SUBMISSION TO JURISDICTION OF THE COURT

By submitting this Proof of Claim and Release form, I/we, and every Settlement Class Member I/we represent, submit to the jurisdiction of the United States District Court for the Southern District of New York for purposes of this Action and the Settlement of the Action, as reflected in the Stipulation of Settlement. I/we further agree to be bound by the orders of the Court, agree that this Proof of Claim form, my/our status or the status of the Settlement Class Member(s) I/we represent as a Claimant and the allowable amount of this claim will be subject to review and further inquiry, and that I/we will furnish such additional documentation with respect to this Proof of Claim as may be required.

F. RELEASE

By signing this Proof of Claim and Release form, and in consideration of the establishment of the Net Settlement Fund, as of the Effective Date thereof, the undersigned claimant (“Claimant”), on behalf of Claimant and Claimant’s heirs, executors, administrators, personal representatives, attorneys, agents, partners, successors and assigns, and any other person claiming (now or in the future) to have acted through or on behalf of them, hereby release and forever discharge all of the “Released Claims,” including “Unknown Claims,” against each of the “Released Parties.”

“Released Claims” means any and all claims, suits, actions, appeals, causes of action, damages (including, without limitation, compensatory, punitive, exemplary, rescissory, direct, consequential, or special damages, and restitution and disgorgement), demands, rights, debts, penalties, costs, expenses, fees, injunctive relief, attorneys’ fees, expert or consulting fees, prejudgment interest, indemnities, duties, liabilities, losses, or obligations of every nature and description whatsoever, including both known and Unknown Claims, whether or not concealed or hidden, fixed or contingent, direct or indirect, anticipated or unanticipated, whether legal, contractual, rescissory, statutory, or equitable in nature, arising under federal, state, local, statutory, or common law, or any other law, rule, or regulation that have been or could have been asserted in any forum by the members of the Settlement Class, or the successors or assigns of any of them, in any capacity arising out of, based upon or related in any way to the purchase, acquisition, sale, or ownership of Sprint securities during the Settlement Class Period, including without limitation any claims that were or could have been asserted in the Amended Complaint or the initial complaint and relate to the purchase of Sprint’s common stock during the Settlement Class Period, except for any claims relating to the enforcement of this Settlement.

“Released Parties” means Defendants and each of Sprint’s current or former parents, subsidiaries, predecessors, successors, divisions, joint ventures and general or limited partnerships, and each of their respective current or former officers, directors, trustees, partners, contractors, auditors, principals, agents, managing agents, employees, attorneys, accountants, investment bankers, underwriters, insurers, or reinsurers in their capacities as such, as well as each of the immediate family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors and assigns of the Individual Defendants other individuals referred to in this paragraph.

“Unknown Claims” shall collectively mean any and all claims, demands, rights, liabilities, and causes of action of every nature and description which Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, each of the Settlement Class Members shall be deemed to have expressly waived, and by operation of the Judgment shall have waived, the provisions, rights and benefits of California Civil Code § 1542, which provides:

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 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, in each case known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged that the foregoing waiver was separately bargained for and is a key element of the Settlement of which these releases are a part.

Upon the Effective Date, the Settlement Class Members, on behalf of themselves, and to the fullest extent permitted by law, their heirs, executors, administrators, personal representatives, attorneys, agents, partners, successors and assigns, and any other Person claiming (now or in the future) to have acted through or on behalf of them, shall hereby be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever, released, relinquished, settled and discharged the Released Parties from all Released Claims and shall be permanently and forever barred and enjoined from instituting, commencing, or prosecuting, or continuing to prosecute, in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, any Released Claim against any of the Released Parties directly, indirectly or in any other capacity, whether or not such Settlement Class Members execute and deliver a Proof of Claim and Release to the Settlement Administrator.

G. REPRESENTATIONS

I/we acknowledge that I/we have read the Notice, and that pursuant thereto I/we file this claim to participate in the Settlement.

I/we hereby warrant and represent that neither I/we, nor any person I/we represent, is a Defendant (as defined in the Stipulation of Settlement) with respect to any of the claims asserted in the Action, member of a Defendant's family or their legal representative, heir, successor or assign, an entity in which any Defendant (or a combination of defendants) have or had a controlling interest, or a person or entity who has requested exclusion from the Settlement Class.

I/we hereby warrant and represent that I am/we are authorized to execute and deliver this Proof of Claim and Release form.

I/we also submit to the jurisdiction of the United States District Court for the Southern District of New York, with respect to my/our claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein. I/we further acknowledge that I am/we are bound by and subject to the terms of any judgment that may be entered in this Action. I/we have not submitted any other claim covering the same purchases or sales of Sprint common stock during the Settlement Class Period and know of no other Person having done so on my/our behalf.

H. CERTIFICATION

I/we certify that I am/we are not subject to backup withholding. **(If you have been notified by the IRS that you are subject to backup withholding, strike out the previous sentence.)**

I/we declare and affirm under penalties of perjury that the foregoing information and the documents attached hereto, including the Social Security or Taxpayer Identification Number shown on this Proof of Claim, are true, correct and complete to the best of my/our knowledge, information and belief, and that this Proof of

Claim was executed this _____ day of _____, 2022 in _____ (City) (State/Country)

Signature of Claimant

(Print your name here)

Signature of Joint Claimant, if any

(Print your name here)

Signature of person signing on behalf of Claimant

(Print your name here)

Capacity of person signing on behalf of Claimant, if other than an individual (*e.g.*, Executor, President, Custodian, etc.)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT
OF TIME. THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Remember to sign the above Release and Certification.
2. Remember to attach only **copies** of acceptable supporting documentation. Failure to provide all the acceptable documentation and transactions requested may result in the rejection of your claim in part or in full.
3. Do not send originals of securities certificates.
4. Keep copies of the completed claim form and documentation for your own records.
5. The Settlement Administrator will acknowledge the receipt of your Proof of Claim postcard within 60 days of receipt. If you do not receive such acknowledgement within 60 days, please contact the Settlement Administrator. Your claim is not deemed filed unless a postcard is received.
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Settlement Administrator at: Sprint Securities Litigation Settlement Administrator, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217, www.sprintsecuritiesclassaction.com