

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

SHIRLEY WILLIAMS,	)	
	)	
Plaintiff,	)	
	)	
AND ALL THOSE SIMILARLY	)	
SITUATED,	)	
	)	
Opt-in Plaintiffs,	)	Civil Action File No.
	)	03-2200-JWL
v.	)	
	)	
SPRINT UNITED/ MANAGEMENT	)	
COMPANY,	)	
	)	
Defendant.	)	

**INDIVIDUAL OPT-IN RELEASE**

[Name], with a current address of [Address], expressly hereby voluntarily and knowingly releases, acquits, and forever discharges, to the extent a release of such claims is permitted by law, any and all claims, manner of actions, causes of action (in law or in equity), suits, charges, judgments, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, fees, costs, expenses or disputes, known or unknown, fixed or contingent, which I now have or may have hereafter, directly or indirectly, personally or in a representative capacity, against Sprint and Embarq and/or any of its past or present agents, attorneys, assigns, affiliates, subsidiaries, successors, predecessors, directors, officers, employees, administrators, committees, affiliates, parent and their respective directors, officers, agents and employees, subsidiaries, fiduciaries, trustees, beneficiaries, participants, personal and/or legal representatives, (each a "Released Party" and collectively "Released Parties") that arise out of, concern,

or relate to my respective employment with Sprint, the termination thereof and any application I have made or other efforts I have taken to obtain employment with Sprint which occurred on or before my execution of this release. This Release includes, without limitation, all of my claims for attorneys' fees, expenses and/or costs, including without limitation individual or pattern or practice claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. and all federal, state and local anti-discrimination, benefits, retaliation, tort and contract-based and other employment laws, statutes, ordinances, rules, and regulations (including common law employment claims of every type and nature). I have the authority to execute this Release because I have not assigned any of these claims to anyone else.

I also acknowledge that I may not now know fully the number or magnitude of the claims I may have, and that I may suffer some further loss or damage in some way connected with my employment at Sprint, or the termination thereof and any application I have made or other efforts I have taken to obtain employment with Sprint which occurred on or before any execution of this Release and/or the confirmation of this Settlement by the Court, whichever occurs first. I have taken this risk and possibility into account and accept that, nevertheless, this Release covers all claims arising out of or related to my employment at Sprint or the termination thereof which, although unknown at the time of the execution of this Release may be discovered later. I understand and assume these risks and expressly waive the provisions of California Civil Code § 1542, or any comparable federal or other state statute, which states:

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

I expressly waive any right to assert hereafter that any claim was excluded from this Release through ignorance, oversight, or error. It is expressly understood and agreed that this waiver of Civil Code § 1542 or any comparable federal or other state statute and the release and waiver set forth in this Release and the one in the Settlement Agreement are material terms of the Release and were separately negotiated between the parties. I also covenant not to sue any of the Released Parties for any claims released hereof. I recognize that should I do so in violation of this Agreement, a Released Party shall be entitled to recover its damages as well as any fees and costs expended in defending any such action brought by me.

I specifically acknowledge that I have the right to consult an attorney at my own expense before signing this release and that I have been encouraged to do so, and that I have been given a reasonable period of time to consider the terms of the settlement agreement and this General Release of All Claims.

I understand that of the total amount of the consideration I will receive for giving this release and in full settlement of all of my claim against The Release Parties as provided for hereby is \$ \_\_\_\_\_, which amount is more than I am otherwise entitled to.

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Opt-in Plaintiff

Dated: \_\_\_\_\_