

## **Exhibit 1**

### **MASTER FULL AND FINAL SETTLEMENT AGREEMENT OF ALL CLAIMS** **(Amended)**

#### **Introduction**

This Full and Final Settlement Agreement of All Claims (Amended) ("Settlement Agreement") is entered into on May 25, 2007 on behalf of Named Plaintiffs Shirley Williams, John Borel, Steven Constance, Terry Cocherl, Sharon Herren, Carol Kippes, Bernard Mayse, Sharon Miller, David Molz, Peggy Sturgess, Yvonne Wood-Olson, and all other Opt-In Plaintiffs who have filed a Consent to Join this Action and who have not withdrawn from or been dismissed from the Action as hereinafter defined (collectively "Plaintiffs"), and Defendant Sprint/United Management Company ("Defendant" or "Sprint") in the matter of Shirley Williams v. Sprint/United Management Company, Civil Action File No. 03-2200-JWL, pending in the United States District Court for the District of Kansas (the "Action").<sup>1</sup>

In their April 23, 2003 Complaint, and Amended Complaint filed July 2, 2004, Plaintiffs alleged that Defendant had violated the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq. (the "ADEA"), by selecting employees for reduction-in-force based on their age in reduction-in-force terminations that occurred on or after October 1, 2001, and on or before March 31, 2003. Plaintiffs sought a declaratory judgment that Defendant engaged in willful age discrimination, a permanent injunction against such discrimination, reinstatement to the Plaintiffs' former positions with all seniority, pension

---

<sup>1</sup>"Named Plaintiffs" in this agreement shall refer to Shirley Williams as well as those persons who have filed the following actions consolidated with the *Williams* matter: John Borel (Case #04-2008-JWL); Steve Constance (Case # 03-2510-JWL), Terry Lee Cocherl (Case #04-2273-JWL), Sharon Herren (Case #04-2163-JWL); Carol Kippes (Case #04-2147-JWL); Bernard Mayse (Case #04-2485-JWL); Sharon Miller (Case #04-2003-JWL); David Molz (Case #04-2137-JWL), Peggy Sturgess (Case #03-2449-JWL); and Yvonne Wood-Olson (Case #03-2384-JWL).

and other benefit rights or front-pay, back-pay and other incidental monetary remedies, interest, liquidated damages, and attorneys' fees and costs. On August 12, 2005, Plaintiffs filed a Second Amended Complaint adding an additional claim that Defendant's Alpha LINK performance management system had a disparate impact upon employees age 40 and older. Defendant completely denied each of Plaintiffs' claims in the Action, denied Plaintiffs were entitled to any relief, and denied that the Action could properly be maintained as a collective action under § 7(b) of the ADEA, 29 U.S.C. § 626(b).

Plaintiffs sought a Court Order to send notice to a class of allegedly similarly-situated present and former employees of Sprint. On July 2, 2004, the Court preliminarily permitted Plaintiffs to proceed as a collective action including all non-executive, exempt (Grade 71-79) and non-exempt (Grade 38-41) former employees of Sprint/United Management Company who were (a) terminated between October 1, 2001 and March 31, 2003 as part of a reduction-in-force and (b) were age 40 or older on their last day worked at Sprint. After notice was issued, there were 1697 individuals who filed Consent to Join forms prior to the Court's deadline for pursuing such a claim (or who were granted leave to file after that deadline), and who subsequently neither were dismissed from the Action nor withdrew from the Action.

Plaintiffs recognize that their ability to recover all or part of the relief sought in this Action is subject to numerous risks, including but not limited to the following: (i) the Court may decertify the Collective Action; (ii) the Court may enter summary judgment in Defendant's favor on some or all of Plaintiffs claims; (iii) the Court or jury may determine Plaintiffs are not entitled to recover for their claims; (iv) the Court or jury may determine that some or all of the Plaintiffs are not entitled to damages or are entitled to an amount

of damages less than the amount sought by Plaintiffs; (v) the Court may determine under 29 U.S.C. § 623(f) that the act or omission giving rise to the Action was lawful; (vi) the Court or jury may determine that any alleged violation of the ADEA was not willful within the meaning of 29 U.S.C. § 626(b); and (vii) the Court of Appeals may determine that the Action could not properly be maintained as a collective action within the meaning of 29 U.S.C. § 626(b) for the claims.

Defendant recognizes that it is also subject to numerous risks in this case, including, but not limited to, the following: (i) a jury could determine that it violated the Plaintiffs' rights regarding their claims and award full relief including liquidated damages; and (ii) the Court of Appeals could affirm this recovery.

Accordingly, in order to avoid the uncertainty, burdens, and expense of further discovery and litigation, and without admission or finding of liability or wrongdoing on the part of Defendant, such being expressly denied by Defendant, Plaintiffs and Defendant have determined that it is in the best interests of the Parties to resolve the claims asserted in the Action on the following terms and conditions:

1. Definitions:

a. "Action" refers to the matter of *Shirley Williams v. Sprint/United Management Company*, Case No. 03-2200-JWL, pending in the United States District Court for the District of Kansas and those matters consolidated *Williams* identified in footnote 1 above.

b. "Final Order" means the Order finally confirming this Settlement Agreement, as more fully described in Paragraphs and 6(g) below.

c. "Plaintiffs" means collectively those individuals as defined in the first paragraph of this Agreement, including Named Plaintiffs and Opt-In Plaintiffs who are included in the lists attached as Exhibit A-2, whether or not they fall within the definition of the class of allegedly similarly-situated present and former employees of Sprint.

d. "Named Plaintiff" and "Named Plaintiffs" mean those individuals defined in footnote 1 above.

e. "Opt-In Plaintiff" and "Opt-In Plaintiffs" mean persons who have filed a Consent to Join this Action, who have not withdrawn from or been dismissed from the action as of May 1, 2007.

f. "Plaintiffs' Counsel" means: Dennis Egan, Bert Braud and Steve Dennis, and Claudio Molteni of The Popham Law Firm, P.C., John Klamann and Dirk L. Hubbard of Klamann & Hubbard, P.A., Marty Meyers, Andy McCue, and Brian DeFrain of The Meyers Law Firm, P.C., Gene Graham and Debbie Blakely of White, Allinder, Graham & Buckley LLC, Ken McClain, J'Nan Kimak, and Danny Thomas of Humphrey, Farrington & McClain, P.C., Thomas William Osborne, Daniel B. Kohrman and Laurie A. McCann of the AARP Foundation Litigation, and any other lawyers or firms associated with them and their respective firm in the representation of Plaintiffs in this Action.

g. "Release" means the release of claims in the forms annexed hereto as Exhibits B-1 (Named Plaintiffs) and B-2 (Opt-In Plaintiffs).

h. "Settlement Administrator" means Settlement Services, Inc., P. O. Box 1657, 2032-D Thomasville Road, Tallahassee, Florida 30302.

i. "Sprint" or "Defendant" means Sprint/United Management Company, and any of its affiliated or related companies and Embarq.

j. "Sprint's Counsel" means John J. Yates, Christine Miller, Phil Dupont, James Monafo and Patrick Gavin of the firm of Husch & Eppenberger, LLC, and Hunter R. Hughes, J. Timothy McDonald and Ashley R. Hurst of Rogers & Hardin LLP, and any other lawyers or firms associated with Husch & Eppenberger, LLC or Rogers & Hardin LLP in the representation of Defendant in this Action.

2. Notice to Potential Opt-Ins: Notice of this Action was mailed by Plaintiffs' Counsel in July and August 2004 to the persons on the list attached hereto as Exhibit A-1 and of those the 1697 who filed Consent to Join Forms and who have not subsequently withdrawn or been dismissed from the Action are attached as Exhibit A-2.

3. Release of Claims and the Final Order as a Judgment of Dismissal with Prejudice by the Court: The Final Order shall include a judgment of dismissal with prejudice of (a) the *Williams* complaint, the complaints of each of the Named Plaintiffs identified in footnote 1 above and the complaint of Carolyn Selberg (Case # 04-2238-JWL); (b) any and all pattern-or-practice or disparate impact claims of all Named Plaintiffs and any one who opted-in to this action or his or her estates, (c) any individual disparate treatment claims of any of the Named Plaintiffs and any non-withdrawing Opt-In Plaintiff, or his or her estate, which related to terminations by Defendant in a reduction-in-force (i) within the period of October 1, 2001 through March 31, 2003, or (ii) with respect to Opt-In Plaintiffs Carl T. Alexander, Bonnie B. Balliet, Janette H. (Darmer)

Blackmon, Christie B. Carrico, Debra R. Davis, A. Ron Evangelista, Emily H. Fong, Earlene Gillesie, Ronald Keith Harper, Husain A. Hasham, Edward F. Hassman, Ronald D. Havens, Kristine M. Lehane, Donna S. Mackey, Terri Morrow-Tansey, Molly R. Parker, Douglas Wayne Simerly, Juliette A. Stevens, Thea I. Straite, Yuk-Wa Suen, John Scott Turik, and Eddi Wu, irrespective of the date of their termination by Sprint so long as that termination took place before the effective date of this Agreement. Defendant is also released from these claims by Plaintiffs and Plaintiffs' counsel, and Defendant is also released from any other claims included within the Releases pursuant to Paragraph 5(d).

4. Settlement Payment: In full and final settlement of all claims that were or could have been asserted in the Action, as well as those other claims released according to the Releases attached hereto as Exhibits B-1 and B-2 and as executed by a Plaintiff pursuant to Paragraph 5(d), and subject to the terms and conditions set forth in this Agreement, Defendant shall pay the total sum of Fifty Seven Million Dollars ("Settlement Payment"), less any amounts as specified in Paragraphs 6(d) and 10, plus the administrative costs of the Settlement Administrator designated in this Agreement. In no event will Defendant be obligated to make any additional payment to or for Plaintiffs and/or Plaintiffs' Counsel other than the Fifty Seven Million Dollars less any amounts as specified in Paragraphs 6(d) and 10 and the administrative costs of the Settlement Administrator as designated in this Agreement. The Settlement Payment shall be allocated as follows:

a. Payments to Plaintiffs: At or before the time of the distribution of payments under Paragraph 9, and approval of the Court in the Final Order of the

escrow fund as a Qualified Settlement Fund under I.R.C. Reg. § 1.468.B, the total gross sum of \$35,977,500.00, less any amounts as specified in Paragraphs 6(d) and 10, will be deposited in the Qualified Settlement Fund administered by the Settlement Administrator. This sum shall be available to be allocated to Plaintiffs who have either executed a Release or negotiated a check with the Release attached as provided for in Paragraph 5(d) in the manner set forth in Paragraph 5(a) of this Agreement, less required withholdings. This sum shall be paid in the manner set forth in Paragraph 9 of this Agreement and the Settlement Administrator shall prepare and distribute the 1099 and W-2 forms and any applicable state or local law forms to plaintiffs with copies to Defendant.

b. Payment of Attorneys' Fees, Costs, and Expenses: The total gross sum of \$21,022,500.00, which includes \$1,650,000.00 as costs and expenses and \$19,372,500.00 (or such amount as otherwise approved by the Court) as attorneys' fees, less any amounts as specified in Paragraph 6(d), shall be paid to Plaintiffs' Counsel as attorneys' fees, costs and expenses. Sprint will issue the appropriate Form 1099 (and any applicable State law forms) to Plaintiffs' Counsel's law firms in this amount for this payment, and Forms 1099 (and any applicable State law forms) to the non-withdrawing plaintiffs for their proportionate shares of the attorneys' fees paid. Defendant agrees that it will not oppose Plaintiffs' Counsels' right to attorneys' fees, costs, and expenses from the Settlement Payment up to the amount set forth in this Paragraph 4(b). Plaintiffs and Plaintiffs' Counsel represent and warrant that they will seek no more than \$21,022,500.00 in attorneys' fees, costs or other expenses less any amounts

specified in Paragraph 6(d) and that they have no other claims for attorneys' fees, costs, or expenses.

5. Distributions to Plaintiffs:

a. Distribution to Non-Withdrawing Plaintiffs: Defendant shall distribute \$1,700,000.00 (One Million Seven Hundred Thousand Dollars) to the Named Plaintiffs, and \$34,277,500.00 to the Opt-In Plaintiffs, less any deductions called for in Paragraph 6(d), to those Plaintiffs and Opt-In Plaintiffs who do not withdraw from this Action in lieu of accepting this settlement and who execute and return (or are deemed to have executed and returned) a Release pursuant to Paragraph 5(d) in accordance with the amounts reflected on the list of payments provided pursuant to Paragraph 5(b). The amount on the list provided pursuant to Paragraph 5(b), along with the portion of attorneys' fees and costs allocable to each Plaintiff, shall be the total consideration a Plaintiff shall receive for the dismissal of his or her claim in this action and the execution of his or her individual release.

b. Provision of Information Regarding Payments to Plaintiffs: Plaintiffs' Counsel will provide Defendant and the Settlement Administrator with an electronic file reflecting the amount of payment each Plaintiff and Opt-In Plaintiffs is eligible to receive as reflected in Paragraphs 5(a) above and will provide a copy of this file to the Court upon request.

c. Payment of Taxes, Filing of IRS Forms: The Settlement Administrator shall make all required deductions and tax payments on 50% of the sums paid to the Named Plaintiffs and Opt-In Plaintiffs and shall make all



required filings on all sums paid to the Named Plaintiffs and Opt-In Plaintiffs with the Internal Revenue Service and any state or local tax authorities. The Settlement Administrator will send all applicable tax reporting forms (e.g., W-2, W-9, 1099 and any applicable State or local forms) to the addresses provided on the Release to all Named Plaintiffs and Opt-In Plaintiffs who timely execute and return a Release. Fifty percent of the payment to each Plaintiff shall be paid as wages and reported on a federal W-2 form and any applicable state or local form, with the remaining 50% being reported on federal Form 1099 and any applicable state form. The employer portion of payroll taxes (FICA, FUTA, and applicable state or local payroll taxes) shall be paid by Defendant. Beyond payment of its share of such payroll taxes, Defendant shall have no liability or reporting obligation and is hereby fully indemnified by each Plaintiff to the extent Defendant bears any expense whatsoever related to the failure of that particular Plaintiff to timely and properly pay his/her portion of the applicable taxes. Nothing in this paragraph 5(c) shall act to limit Defendant's right or obligation to issue such other tax reporting documentation as may be necessary to insure that Defendant complies with state and federal tax law.

d. Releases: No Named Plaintiffs and Opt-In Plaintiffs shall receive a payment pursuant to this Agreement unless he or she has executed and returned the appropriate Release in the form annexed hereto as Exhibit B-1 or B-2 or negotiated a check with a Release attached thereto in the form attached hereto as Exhibit B-1 or B-2, which check shall reflect that negotiating that check shall act as and constitute the execution of the Release attached thereto.

6. Notification Procedure

a. Preliminary Approval of Notice: On the date this Agreement is executed by the Parties, the Parties shall confer with the Court and file a Joint Motion or Stipulation for an Order Preliminarily Approving Settlement and Authorizing Issuance of Notice of Settlement (a copy of the Proposed Order is attached hereto as Exhibit C) thereby advising the Court of the gross sum payable to Named Plaintiffs and Opt-In Plaintiffs and Plaintiffs' Counsel which sum shall be subject to deductions provided for herein and the Court's approval. The submission will also seek approval of Settlement Services, Inc. as the "Settlement Administrator." The Joint Motion will also seek the Court's entry of an Order, inter alia, preliminarily confirming this Settlement Agreement, establishing a date not less than 90 days after the date of entry of the Order for a confirmation hearing (if the Court deems such hearing necessary), and authorizing the distribution of a Notice of Settlement (in the proposed form attached as Exhibit D), consistent with the terms of this Agreement.

b. Mailing of Notice: The Settlement Administrator shall use its best efforts to mail the Court-approved Notice, along with a Release, a W-9 Form and a Notice regarding this settlement to each Named Plaintiff and Opt-In Plaintiff at his or her last address known by Plaintiffs' Counsel, by first class mail, within fourteen (14) days after entry of an Order by the Court approving the Notice of Settlement. In the event that any Notice mailed by the Settlement Administrator is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will perform a computer database search to locate an accurate

address for each Named Plaintiff or Opt-In Plaintiffs whose Notice is returned as undeliverable and where a new reliable address is found, shall within seven days of receipt of the return of the undeliverable first mailing re-send that mailing to the new address. These persons shall hereinafter be referred to as "Second Mailing Plaintiffs."

c. Presumption of Receipt: Except for any mailing that is returned to the Settlement Administrator as undeliverable within fifteen (15) days of its being mailed, the Court will apply a rebuttable presumption that the Notice and Release were received on or before the fifth day of mail delivery of United States first-class mail following mailing.

d. Withdrawal: A Named Plaintiff or Opt-In Plaintiff may withdraw from this Agreement and pursue individual disparate treatment discrimination claims relating to that Plaintiff's termination from Defendant on or after a date October 1, 2001 and on or before March 31, 2003 or a termination outside this period that the Court has permitted to the extent that claim is not released by a waiver signed by that plaintiff. To do so, the Settlement Administrator must receive in writing within thirty (30) days of the postmark date of the Preliminary Order and Notice which the Withdrawing Plaintiff received, notice that the Withdrawing Plaintiff wishes to withdraw from the settlement, except that Second Mailing Plaintiffs' withdrawals must be received no later than thirty (30) days from the postmark date of their second mailing of the Preliminary Order and Notice.

A notice of withdrawal must state at a minimum:

I understand that when I consented to join this lawsuit, I executed an agreement in which I expressly agreed to be bound by any settlement of this action. Specifically, I signed a Consent to Join form which contains the following language:

I understand this suit is being brought under the federal Age Discrimination in Employment Act. I have read and I understand the notice accompanying this Consent. As a former employee of Sprint, I hereby consent, agree and opt-in to become a party plaintiff herein and agree to be bound by any settlement of this action or adjudication of the Court.

I hereby further authorize the named Plaintiff herein to retain her counsel of record or select new counsel, as she shall determine in her discretion, and I hereby authorize such counsel to make such further decisions with respect to the conduct and handling of this action including the settlement thereof, as they deem appropriate or necessary.

Nonetheless, I also understand that the parties, as part of their settlement, have agreed to permit me to withdraw from the settlement with certain restrictions and, if I choose to do so, to continue to pursue (at my own expense) a new and separate individual action against defendant in the United States District Court for the District of Kansas. Pursuant to this agreement by the parties, I will not be permitted to pursue against defendant claims alleging pattern-or-practice discrimination or claims alleging disparate impact discrimination or to be a part of a collective action with others who have withdrawn from this settlement. However, I will be permitted to pursue against defendant (unless I have signed a separate waiver releasing such claim) an individual claim alleging disparate treatment discrimination on the basis of my age in which I will be able to seek damages relating to the termination of my employment if that termination occurred between October 1, 2001 and March 31, 2003. I understand that if I withdraw the Court will assign a new case number for my claim to proceed as a separate action and will immediately enter a Scheduling Order and set a trial date.

I understand that by withdrawing from the settlement, I will receive no money from the settlement approved by the Court or the Settlement

Agreement entered into by the parties.

I further understand that by withdrawing from the settlement and electing to pursue an individual claim of age discrimination, I may ultimately receive less in terms of a monetary settlement than what I would be entitled to receive if I filed a claim under the class monetary settlement procedure in this case. I also understand that by withdrawing from the settlement and electing to pursue an individual claim of age discrimination, I may ultimately receive nothing at all.

I understand that by withdrawing from the settlement, I will not be permitted to challenge, contest or otherwise dispute in any court at any time the fairness, validity or enforceability of the settlement, including the court's approval of the settlement, and that I must appear in person, or through counsel of my choosing, at the hearing to be held on \_\_\_\_\_ at \_\_\_\_\_.M. in the United States District Court for the District of Kansas, 500 State Avenue, Kansas City Kansas 66101, for the purpose of establishing the procedures and schedule that should be followed in my individual action against defendant.

Finally, I understand that in order to be effective, my Withdrawal Statement must be received by the Settlement Administrator, Settlement Services, Inc., P.O. Box 10583, Tallahassee, FL 30302-2483, no later than thirty (30) days after the postmark date on the envelope in which I received the Notice of Preliminary Confirmation of Settlement Agreement and Dismissal of Collective Action.

Fully aware of the foregoing, I am electing to withdraw from the collective action settlement and pursue my individual separate action against Sprint.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

The payment amount allocated to any withdrawing Plaintiff pursuant to the Court-approved distribution shall be subtracted from the obligation of Defendant as specified in Paragraph 4(a) and Defendant's payment obligation to Plaintiffs' Counsel as set forth in Paragraph 4(b) shall be reduced by the percentage equal to the amount allocated to withdrawing Plaintiffs divided by \$57 Million. Without regard to the withdrawal of any Named Plaintiff or Opt-In Plaintiff, this Agreement and the Final Order of the Court shall act to dismiss with prejudice the pattern-or-practice claims and the disparate impact claims of Named Plaintiffs or Opt-In Plaintiffs who ever opted into this Action such that no charge of any Named Plaintiff or Opt-In Plaintiff who ever opted into this Action shall be sufficient as a predicate to piggybacking. A withdrawing Plaintiff may void his/her Notice of Withdrawal up to 8 days prior to the Court's Confirmation Hearing by a written signed statement to the Settlement Administrator clearly stating the desire to void his or her Notice of Withdrawal.

e. Objection Procedure: To object to any term of this Agreement, a Plaintiff ("Objecting Plaintiff"), (except as to any dispute as to an alleged miscalculation of the amount to be paid) must not withdraw and must submit a written Objection under oath to the Settlement Administrator at the address stated in the Notice postmarked within thirty (30) days of the postmark date of the Preliminary Order and Notice sent to said Objecting Plaintiff, except that a Second Mailing Plaintiff shall submit his or her Objection to the Settlement Administrator postmarked within thirty (30) days from the postmark date of his or

her second mailing of the Preliminary Order. An Objecting Plaintiff must also appear in person and/or through counsel at the final approval hearing (or such other date as set by the Court in order to present his/her Objection(s) to the Court). The Settlement Administrator shall promptly after receipt provide Plaintiffs' and Defendant's counsel by electronic and United States mail a copy of such Objection. Plaintiffs' counsel shall file such written Objection with the Court within five (5) business days of their receipt of such objection from the Settlement Administrator unless such objection is withdrawn prior thereto. Plaintiffs' Counsel and/or Defendant's Counsel may submit to the Court any documents and/or information concerning any Objecting Plaintiff, which they deem appropriate as admissible and competent evidence of the facts stated therein. Plaintiffs' Counsel and/or Defendant's Counsel may also seek to depose or take other discovery from an Objecting Plaintiff concerning the matters set forth in the Objection or any other matter related in any way to this Settlement. An Objection may be withdrawn by written, signed notice from the Objecting Plaintiff to the Settlement Administrator clearly stating the desire to void his or her Objection. The determination of the Court with respect to any Objections shall be final.

f. Miscalculation Resolution: Any dispute as to the proper calculation of a payment allocation pursuant to Paragraph 5(a) shall be made to the Settlement Administrator who shall then undertake and employ such reasonable procedures for resolution of the dispute as it may deem proper. The Settlement Administrator may consider any information provided by the Plaintiff raising an issue as to proper calculation of payment as well as any information provided by

Plaintiffs' Counsel or Defendant's Counsel. The decision of the Settlement Administrator as to the appropriateness of the calculation shall be final.

g. Confirmation Hearing: At the final approval hearing, the Court may hear any Objections of Plaintiffs and determine whether to finalize the settlement of the Action. At this hearing, or by written filing if the Court finds no hearing is necessary, the parties shall provide the Court with a status of the number of written releases received, and any other information required by the Court. If the Court thereafter confirms the Settlement Agreement, and if Defendant does not void the Agreement pursuant to Paragraph 8 within three (3) business days following the Confirmation hearing, Plaintiffs' and Defendant's Counsel shall prepare and file with the Court not earlier than three (3) days after, but no later than ten (10) business days of its approval, a Proposed Final Order.

h. No Modification of Terms: Neither the Court nor any reviewing court on direct appeal and/or on writ of certiorari to the Supreme Court of the United States shall have authority to modify the terms of the proposed Settlement without the written consent of the Parties through their counsel. Should any such modification be required by any court, unless the Parties through their counsel consent to such modification in writing, this Agreement shall become null and void. If this Agreement is rendered null and void, it shall be inadmissible and unusable in any court or proceeding regarding any issues whatsoever and shall not be considered a binding settlement and the Parties shall return to their respective positions as of May 1, 2007.



i. Obligation of the Plaintiffs: It shall be the obligation of a Plaintiff alone to notify the Settlement Administrator if the Plaintiff changes his or her address. Failure of a Plaintiff to keep the Settlement Administrator informed of his or her address may result in his or her claim being denied or forfeited.

7. Duties of the Settlement Administrator: The duties of the Settlement Administrator shall include:

a. Establishing a Post Office box to be used for purposes of communications to be received by Named Plaintiffs and Opt-In Plaintiffs with respect to the Settlement Agreement and/or any related Court Order or Notice.

b. Responding to any written requests seeking procedural information with respect to this Settlement.

c. Regularly communicating to Plaintiffs' Counsel and Defendant's counsel any issues it believes may impact the Settlement process.

d. Sending out Notices and Addenda provided for by this Agreement or the Order(s) of the Court, which shall include, but not be limited to, any Releases or W-9 Forms to any address (including a second address of any Plaintiff identified as possibly not having a current address by either Plaintiffs or Defendant).

e. Sending a Second Notice (and attachments) within three (3) business days of receipt of a new address for those Plaintiffs whose initial Notices are returned as undeliverable. In the event the Administrator is unable to obtain a new address for those Plaintiffs whose First or Second Notices were returned, the Administrator shall forward a list of such persons to Plaintiffs' Counsel, with a

copy to Defendant's Counsel. If Plaintiffs' Counsel are able to locate another address for any of the Plaintiffs on such list prior to the distribution of checks pursuant to Paragraph 9 of the Agreement, they will provide those addresses to the Administrator which will send the checks for those individuals, together with an attached release, in the manner described, and with the same effect, in Paragraph 9(a).

f. Sending Plaintiffs' Counsel and Defendant's counsel all Withdrawal Notices and/or Objections by .pdf file and United States mail on the day they are received by the Settlement Administrator.

g. Preparing checks for each Named Plaintiff and Opt-In Plaintiff who should be paid pursuant to the terms of the Settlement Agreement, receiving W-9 Forms from Plaintiffs and providing that information to Defendant, and preparing 1099 and W-2 Forms to provide to the Federal government (along with any applicable State or local law forms to any applicable State) as provided for in this Agreement and to provide copies of those forms to Defendant.

h. Reviewing and deciding upon the correctness of the calculation of the actual payment to a Plaintiff when such Plaintiff asserts such amount has been miscalculated and to report that to Plaintiffs' Counsel and Defendant's counsel upon the Settlement Administrator's decision which is intended by the Parties to be the final and binding calculation.

i. Providing updates to Plaintiffs' Counsel and Defendant's counsel on at least a bi-weekly basis concerning those Plaintiffs who have been sent settlement checks but have not cashed those checks.

j. Immediately notifying Plaintiffs' Counsel and Defendant's counsel of anything unusual as well as all objections or withdrawals.

k. Reviewing the Releases for full signatures and no alterations upon their receipt from Plaintiffs and to provide a copy of each by .pdf and United States mail to Plaintiffs' Counsel and Defendant's Counsel.

l. Other duties as are reasonably called for in order to perform its enumerated obligations hereunder and/or as directed jointly by Plaintiffs and Defendant.

m. Other duties not inconsistent with the terms hereof as directed by the Court.

8. Defendant's Conditional Right to Void the Agreement: If more than 75 of the Plaintiffs timely withdraw pursuant to Paragraph 6(d), Defendant shall have the unilateral right to declare this Agreement void up until three (3) business days after the Confirmation Hearing, but in any event prior to entry of the Final Order. Any Court orders related to this Agreement would then be vacated by the Court, which would return the parties to their respective positions as of May 1, 2007, and this Agreement and any documents associated with it shall be inadmissible and unusable in any court or proceeding regarding any issues whatsoever and shall not be considered a binding settlement and the parties shall return to their respective positions as of May 1, 2007.

9. Distribution of Payments: Upon expiration of the time for appeal of the Final Order:

a. If no appeal has been timely filed: Within ten (10) business days after the Final Order becomes final and non-appealable Defendant shall pay to

Plaintiffs' Counsel the attorneys' fees, costs and expenses as set forth herein in Paragraph 4(b) minus any amounts calculated as set forth in Paragraph 6(d). Within ten (10) business days after the time period referred to in the prior sentence, the Settlement Administrator shall mail checks to Plaintiffs who timely submitted executed Releases, for the payment amount specified in Paragraph 5(a) via first class mail to the addresses provided on their Releases. For all Plaintiffs who did not withdraw (and where at least one such mailing was not returned to the Settlement Administrator as undelivered) but also did not timely submit an Executed Release, the Settlement Administrator shall mail checks for the payment amount specified in Paragraph 5(a) via first class mail to the addresses provided on the Releases to Plaintiffs with a Release attached to the check, which Release shall be deemed executed by virtue of the negotiation of the check sent to the Plaintiff, on a date no later than six (6) months after entry of the Final Order. Defendant agrees to honor payments mailed to Plaintiffs for a period of six (6) months from the date on the check.

b. If an appeal is filed: Upon expiration of the appeal process, if the Final Order is upheld without modification, within ten (10) business days after entry of the mandate of the appellate court or the final disposition of any petition for writ of certiorari, the Settlement Administrator shall perform the acts detailed in Paragraph 9(a). If the Final Order is not upheld in any respect, this Agreement shall be null and void and Defendant shall pay no amounts to Plaintiffs or Plaintiffs' counsel, but shall pay the expenses of the Settlement Administrator

subject to its right to seek reimbursement for these as costs should Defendant prevail in any proceedings in the Action.

10. Untimely Filed Releases or Unclaimed Funds: Any funds allocated in Paragraph 5(a) above that are not paid due to any Plaintiff's failure to cash a settlement check within six (6) months of its issuance or because the mailing of such a check was returned as undeliverable (hereinafter "Unclaimed Funds") shall be utilized to reimburse Defendant for the fees of the Administrator, and if any funds remain thereafter, to contribute those funds to the March of Dimes.

11. Confidential Information and Its Return. Plaintiffs and their counsel will not permit any other person to review any documents designated Confidential or any deposition testimony/exhibits taken in this Action even if that person secures an Order permitting them to modify the protective order entered in this action to permit such person to see such documents, except as such disclosure may hereafter be compelled by a final order of a court of competent jurisdiction following the exhaustion of any appeals, rehearings and petitions for writ of certiorari. Nor will Plaintiffs' Counsel disclose or use any information relating in any way to or about those documents except in the representation of the Plaintiffs listed in Exhibit B-2 in this Action.

Within 30 days after the date requiring distribution of payments under paragraphs 9(a) or 9(b), Plaintiffs and their counsel, and other individuals to whom the information was provided under the terms of the Protective Order entered here, will return to Defendant's counsel all copies of inadvertently produced privileged documents, all original and copies of all CDs provided during discovery containing documents and/or data produced during discovery, and will file with the Court a

certification that all electronic and hard copies of Defendant's confidential documents and data have been deleted and/or destroyed and that all copies of such documents and data have been retrieved from experts and consultants retained by Plaintiffs and their counsel, or others with whom the documents and data have been shared, and/or deleted or destroyed by them. Additionally, all non-confidential documents (and any copies thereof) produced by each party shall be returned to that party by anyone who has such a document or its copy, or the party that has such a document may execute an affidavit to be filed with the Court in lieu of return which shall affirm under oath a) that after a reasonably diligent search, all such documents have been destroyed and b) that any such documents subsequently located shall immediately be destroyed and shown to no other person. That return of the non-confidential documents or the tender of the affidavit must be made within the same time period of the obligations set forth above for documents marked as confidential. Plaintiffs and their counsel agree to comply with these provisions for all documents designated for use in *Bolton v. Sprint/United Management Co.*, No. 05-2361-JWL, within the same time period of the obligations set forth above.

12. Shut Down of Web Page: Within three (3) days after the Court enters its Order Preliminarily Approving Settlement and Authorizing Issuance of Notice of Settlement, Plaintiffs and their counsel will shut down their webpage pertaining to this litigation, and advise Defendant's counsel when this has occurred.

13. Non-admission and Non-publicity: Nothing in this settlement shall be construed as a finding or admission that Defendant has violated the ADEA or any other law, statute or regulation, or committed any wrongdoing whatsoever, and

Defendant specifically denies that it has committed any such violation or wrongdoing. No party or Counsel or the AARP Foundation shall directly or indirectly publicize the terms of this settlement by issuance of a press release or otherwise, beyond stating that "the matter has been resolved by Agreement," except that upon independent inquiry by the media, Plaintiffs and their Counsel may explain that while the Plaintiffs believe strongly in their claims, the resolution provides a recovery of on average over \$20,000.00 per Plaintiff, that the Plaintiffs risked recovering nothing if the matter was not resolved at this stage and that the resolution permits the Plaintiffs to focus on their careers.

Upon independent inquiry by the media, Defendant may explain that it has always rejected plaintiffs' claims in this lawsuit and notes that it has not been found in violation of any laws or done anything wrong, and in fact, Sprint's workforce became older, not younger, during the time period at issue. Sprint elected to settle this case for one reason: so that it can continue to focus on serving its customers.

Each Plaintiff shall also be permitted to disclose the terms of this Agreement for purposes of securing legal or financial advice relating to any payment, or for the purposes of communicating with their family members as a further exception to the second sentence in this paragraph. Plaintiffs or opt-ins who publicize the settlement to the media, directly or indirectly, may be subject to loss of entitlement to some part or all of the payments under the settlement in an amount to be determined by the Court.

13. Choice of Law: Except to the extent governed by federal law, this Agreement and all payments made pursuant to it shall be governed by the laws of the State of Kansas, without regard to choice of law provisions.

14. Rules of Construction: This Agreement shall be construed as a whole, according to its fair meaning. It shall not be construed strictly for or against any party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

15. Duty to Support and Defend the Settlement Agreement: Plaintiffs who neither withdraw from nor object to this Agreement, Plaintiffs' counsel, Defendant and Defendant's counsel each agree to abide by all the terms of this Agreement in good faith and to support it fully, and shall use their best efforts to defend this Agreement from any legal challenge, whether by appeal or collateral attack, or any other litigation filing which may reduce any of the consideration that either party would receive as a result of this Agreement (monetary or otherwise).

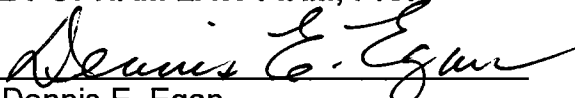
16. Execution in Counterparts: The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be part of the same Agreement.

17. Jurisdiction: The parties agree that the United States District Court for the District of Kansas shall have continuing jurisdiction over any matters relating to or arising out of this Agreement.

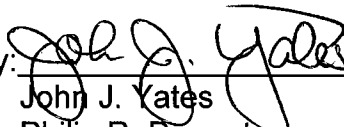


Approved as to form and content, this 16<sup>th</sup> day of MAY, 2007.

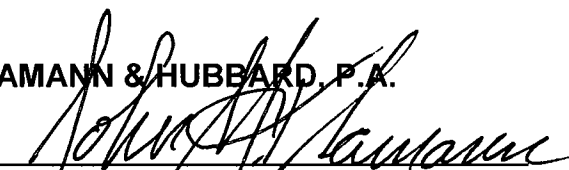
**THE POPHAM LAW FIRM, P.C.**

By:   
Dennis E. Egan  
Bert S. Braud  
Steve Dennis  
Claudio E. Molteni  
323 West 8<sup>th</sup> Street, Suite 200  
Kansas City, MO 64105

**HUSCH & EPPENBERGER, L.L.C.**

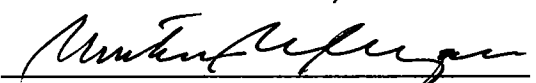
By:   
John J. Yates  
Philip R. Dupont  
Patrick M. Gavin  
1200 Main Street, Suite 2300  
Kansas City, MO 64105

**KLAMANN & HUBBARD, P.A.**

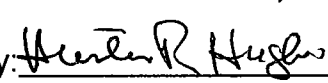
By:   
John M. Klamann  
Dirk L. Hubbard  
929 Walnut Street  
Suite 800  
Kansas City, MO 64106

Christine F. Miller  
James F. Monafó  
190 Carondelet Plaza, Suite 600  
St. Louis, MO 63105

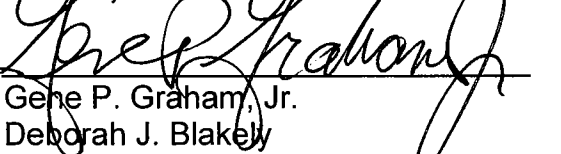
**THE MEYERS LAW FIRM, L.C.**

By:   
Martin M. Meyers  
Andrew H. McCue  
Brian D. DeFrain  
222 W. Gregory Boulevard, Suite 340  
Kansas City, MO 64114

**ROGERS & HARDIN, L.L.P.**

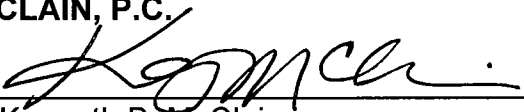
By:  by HR w/ specific  
Hunter R. Hughes authentication  
J. Timothy McDonald consent  
Ashley R. Hurst  
2700 International Tower  
229 Peachtree Street, N.E.  
Atlanta, GA 30303

**WHITE, ALLINDER, GRAHAM &  
BUCKLEY, L.L.C.**

By:   
Gene P. Graham, Jr.  
Deborah J. Blakely  
19049 E. Valley View Parkway, Suite C  
Independence, MO 64055

**Counsel for Defendant**

**HUMPHREY, FARRINGTON &  
McCLAIN, P.C.**

By: 

Kenneth B. McClain

J'Nan Kimak

Daniel A. Thomas

221 West Lexington, Suite 400

Independence, MO 64051

**AARP FOUNDATION LITIGATION**

By: \_\_\_\_\_

Thomas William Osborne

Daniel B. Kohrman

Laurie A. McCann

601 E. Street, NW

Washington, DC 20049

**Counsel for Plaintiffs**

**HUMPHREY, FARRINGTON &  
McCLAIN, P.C.**

By: \_\_\_\_\_  
Kenneth B. McClain  
J'Nan Kimak  
Daniel A. Thomas  
221 West Lexington, Suite 400  
Independence, MO 64051

**AARP FOUNDATION LITIGATION**


By: Laurie A. McCann  
Thomas William Osborne  
Daniel B. Kohrman  
Laurie A. McCann  
601 E. Street, NW  
Washington, DC 20049

**Counsel for Plaintiffs**

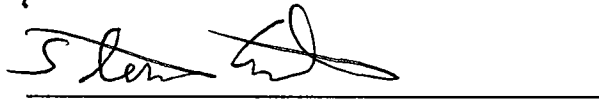
**Named Plaintiffs**

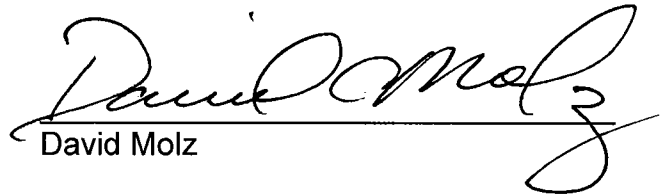
  
Shirley Williams

\_\_\_\_\_  
Bernard Mayse


  
John Borel

\_\_\_\_\_  
Sharon Miller

  
Steve Constance

  
David Molz

  
Terry Lee Cochert

  
Peggy Sturgess

  
Sharon Herren

\_\_\_\_\_  
Yvonne Wood-Olson

\_\_\_\_\_  
Carol Kippes

May 15 07 05:07p  
05/15/2007 16:55

Greg  
THE MEYERS LAW FIRM, LC → 18177500838P5000H

8172381662

NO.507

p.3  
0006

**Named Plaintiffs**

\_\_\_\_\_  
Shirley Williams

\_\_\_\_\_  
Bernard Mayse

\_\_\_\_\_  
John Borel

\_\_\_\_\_  
Sharon Miller

\_\_\_\_\_  
Steve Constance

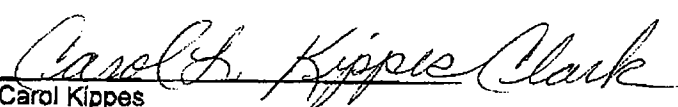
\_\_\_\_\_  
David Molz

\_\_\_\_\_  
Terry Lee Cocherl

\_\_\_\_\_  
Peggy Sturgess


\_\_\_\_\_  
Sharon Herren

\_\_\_\_\_  
Yvonne Wood-Olson

  
Carol Kippes

**Named Plaintiffs**

\_\_\_\_\_  
Shirley Williams

  
\_\_\_\_\_  
Bernard Mayse

\_\_\_\_\_  
John Borel

\_\_\_\_\_  
Sharon Miller

\_\_\_\_\_  
Steve Constance

\_\_\_\_\_  
David Molz

\_\_\_\_\_  
Terry Lee Cocherl

\_\_\_\_\_  
Peggy Sturgess

\_\_\_\_\_  
Sharon Herren

\_\_\_\_\_  
Yvonne Wood-Olson

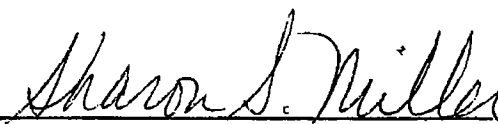
\_\_\_\_\_  
Carol Kippes

**Named Plaintiffs**

\_\_\_\_\_  
Shirley Williams

\_\_\_\_\_  
Bernard Mayse

\_\_\_\_\_  
John Borel

\_\_\_\_\_  
  
Sharon Miller

\_\_\_\_\_  
Steve Constance

\_\_\_\_\_  
David Molz

\_\_\_\_\_  
Terry Lee Cochert

\_\_\_\_\_  
Peggy Sturgess

\_\_\_\_\_  
Sharon Herren

\_\_\_\_\_  
Yvonne Wood-Olson

\_\_\_\_\_  
Carol Kippes

**Named Plaintiffs**

\_\_\_\_\_  
Shirley Williams

\_\_\_\_\_  
Bernard Mayse

\_\_\_\_\_  
John Borel

\_\_\_\_\_  
Sharon Miller

\_\_\_\_\_  
Steve Constance

\_\_\_\_\_  
David Molz

\_\_\_\_\_  
Terry Lee Cochert

\_\_\_\_\_  
Peggy Sturgess

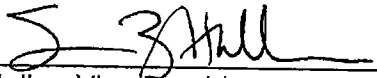
\_\_\_\_\_  
Sharon Herren

*Yvonne Wood-Olson*  
\_\_\_\_\_  
Yvonne Wood-Olson

\_\_\_\_\_  
Carol Kippes



**Sprint United Management Company**

By:   
Sue Haller, Vice President

### **WAIVER OF ATTORNEY'S LIENS**

The undersigned attorney for plaintiff Bernard W. Mayse hereby releases and waives all claims that she, or any attorney of the law firm of Randles, Mata & Brown, LLC, or the Law Offices of Sarah A. Brown, may have for attorney's fees, costs, or expenses relating to her representation of Bernard W. Mayse in connection with her representation of him in his claims against Sprint/United Management Company in *Bernard Mayse v. Sprint/United Management Company*, (Civ. No. 04-2485-JWL), and/or in connection with Mr. Mayse's participation in *Shirley Williams v. Sprint/United Management Company*, (Civ. No. 03-2200-JWL) and states that her fees, costs or expenses in connection with this representation of Mr. Mayse will be satisfied with payments from the settlement proceeds of Mr. Mayse claim and/or her arrangements with the counsel for the plaintiffs in the *Williams* litigation. With respect to the payment to be made to her out of the settlement proceeds in the above-captioned case, the undersigned agrees to indemnify defendant Sprint/United Management Company for any amount claimed by the law firm of Randles, Mata & Brown, LLC, the Law Offices of Sarah A. Brown, and/or any other attorney, law firm, or other entity claiming an interest in said payment.



Sarah A. Brown  
Randles, Mata & Brown, LLC  
406 W. 34<sup>th</sup> St., Suite 623  
Kansas City, MO 64111  
Telephone: (816) 931-9901  
Facsimile: (816) 931-0134  
sarah@rmblawyers.com