

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

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

**NOTICE OF PRELIMINARY CONFIRMATION OF SETTLEMENT
AGREEMENT AND DISMISSAL OF COLLECTIVE ACTION (AMENDED)**

TO: All persons who timely filed a Consent to Join this Action and have not withdrawn from or otherwise been dismissed from this Action

***PLEASE READ THIS NOTICE CAREFULLY.
THE SETTLEMENT AFFECTS YOUR RIGHTS.***

THIS NOTICE IS PROVIDED PURSUANT TO AN ORDER OF THE UNITED STATES DISTRICT COURT FOR DISTRICT OF KANSAS TO INFORM YOU OF:

- The status of the lawsuit, including a statement of your rights with respect to a preliminarily-confirmed settlement of the case;
- The opportunity and means to receive a monetary award from the settlement;
- The opportunity to file with the court any objections you may have to the settlement;
- The opportunity to withdraw from the settlement and pursue an individual action against Sprint in The United States District Court for the District of Kansas in Kansas City, Kansas; and

- The date, time and location of the final hearing regarding the settlement, which is: **Monday, September 10, 2007 at 10:30a.m. (hereinafter the “Final Confirmation Date”)** in the **United States District Court for the District of Kansas, 500 State Avenue, Kansas City, Kansas 66101.**

I. Background and Persons Affected By the Preliminarily-Approved Settlement

Plaintiffs and Sprint/United Management Company ("Sprint" or "Defendant") have agreed to settle the above-captioned lawsuit now pending in the United States District Court for the District of Kansas in Kansas City, Kansas. This collective action lawsuit was brought under the Age Discrimination in Employment Act (ADEA) by named Plaintiff Shirley Williams, with which other suits brought by John Borel, Steven Constance, Terry Cocherl, Sharon Herren, Carol Kippes, Bernard Mayse, Sharon Miller, David Molz, Peggy Sturgess, and Yvonne Wood-Olson (collectively referred to as “Named Plaintiffs”). The Named Plaintiffs brought this suit on behalf of themselves and all similarly situated Sprint employees were exempt (grade 71-79) and non-exempt (Grade 38-41) former employees of Sprint/United Management Company who (a) were terminated between October 1, 2001 and March 31, 2003 as part of a reduction-in-force and (b) who were age 40 or older on their last day worked at Sprint. The named Plaintiffs claimed that Sprint discriminated against persons age 40 and older when terminating them as part of a reduction-in-force.

You have previously been provided notice of the lawsuit and filed a Consent to Join form. The Consent to Join stated that you authorized the Representative Plaintiff to

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retain counsel of her choice and authorized 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 and necessary." The Consent to Join form also specified that you "agree to be bound by any settlement of this action or adjudication of the Court."

Following the institution of this case, the group of more than seventeen (17) Plaintiffs' Counsel from five (5) separate law firms and the AARP Foundation Litigation have vigorously prosecuted the claims of the Collective Action Group of Named Plaintiffs and Opt-In Plaintiffs. That effort has included taking more than two hundred depositions of Sprint employees and former employees, producing approximately three hundred Plaintiffs for their depositions, the discovery and review of more than one million pages of documents, the drafting and/or review of several thousand pleadings filed with the Court, the attendance and participation at dozens of hearings before the District Court, Magistrate Judge, and/or the Court-Appointed Special Master overseeing this case, review of more than one thousand Questionnaires from members of the Collective Action Group, preparation and review of Declarations from members of the Collective Action Group, interviews with hundreds of members of the Collective Action group, review of many thousands of documents collected from the Collective Action Group, and the expenditure of well over ten thousand hours of attorney time and more than \$1.5 million in out-of-pocket expenses. The case has involved more than four (4)

years of effort by Plaintiffs' counsel to produce this Settlement which conveys substantial benefits upon the members of the Collective Action Group.

The Preliminarily-Confirmed Settlement Agreement covers all persons who timely filed a Consent to Join, or who were granted leave to join, and who have not withdrawn or been dismissed from the case (the "Collective Action Group," listed on Exhibit A-2 to the Settlement Agreement, available on file at the District Court.) You are receiving this Notice because you are listed on Exhibit A-2 and are eligible to receive an individual monetary award in the amount set forth on the enclosed Release.

II. Reasons for Settlement

After extensive discovery and negotiations, the Named Plaintiffs and the attorneys for the Plaintiffs and the Collective Action Group ("Plaintiffs' Counsel") have concluded that the best interests of the Collective Action Group will be served by a settlement of the collective action. The reasons for believing that settlement is in the best interest of the Collective Action Group include: 1) the amount agreed upon is a fair amount that achieves reasonable compensation for the Plaintiffs and the Collective Action Group under the circumstances; 2) the case could be "decertified" as a collective action, which could mean that each plaintiff who did not file a charge with the EEOC may be subject to dismissal and, in any event, all Plaintiffs would have to proceed individually; 3) the risk that the Court or a jury would conclude that the pattern and practice and/or disparate impact claims in this case are not meritorious; 4) a trial of the claims asserted in the action would involve sharply disputed issues of fact and credibility whose resolution by a jury would be uncertain, and an

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adverse decision on the pattern and practice claims could mean that individual Collective Action Group members and/or the Collective Action Group as a whole would have to proceed individually with their claims and thereafter could receive nothing from case; and 5) any judgment in favor of the Collective Action Group member(s) obtained after trial could be subject to an appeal and to the risk of reversal.

The Named Plaintiffs and Plaintiffs' counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and in the best interests of the Collective Action Group. In reaching this conclusion, Plaintiffs' counsel in consultation with the Named Plaintiffs have analyzed the benefits of the Settlement, the risk of an unfavorable outcome in the litigation of this case, as well as the expense and length of continued proceedings necessary to prosecute this action through a trial and the delay occasioned by likely appeals. In preliminarily-confirming the Settlement Agreement, the Court likewise has preliminarily concluded that the terms and conditions of the settlement are fair, reasonable, adequate, and in the best interests of the Collective Action Group.

Sprint does not admit any wrongdoing or liability by entering into this settlement, and has agreed to these settlement terms only because it wishes to avoid further costly, disruptive, and time-consuming litigation and wishes to obtain the other benefits of settlement and include complete and final resolution of the claims of every person within the Collective Action Group.

Accordingly, the Named Plaintiffs, Plaintiffs' counsel and Sprint and its counsel , after lengthy and vigorous negotiations, have agreed that the case should be settled, conditioned upon the final approval of the Court and other terms.

III. Terms of Preliminarily-Approved Settlement and Settlement Agreement

A. Monetary Payments. Defendant has agreed to pay up to \$57 Million (the “Settlement Payment”) to satisfy in full settlement of all claims of the Named Plaintiffs and all employment claims against Sprint of the Collective Action Group, and to satisfy and in full settlement of all claims for attorneys' fees, costs and expenses.

B. Distribution of Monetary Payments to Collective Action Group. The Settlement Payment (less attorney's fees, costs and expenses and payments to the named Plaintiffs as described below) will be distributed among the Collective Action Group members who timely sign and return a Release in the appropriate form approved for this Settlement and who do not withdraw from the Settlement. The distribution of funds from the Settlement Payment was determined by applying an objective matrix taking into account the Plaintiff's tenure with the company, salary, and numeric LINK performance ratings. These factors are to be rated based on information contained in the Sprint HRIS system.

The value of your particular settlement is set forth on the enclosed General Release form which you must sign and return if you wish to receive your settlement award. If you wish further information regarding the specifics of the formula, the settlement terms, and what each individual member of the Collective Action Group may receive as part of the settlement of the action, then you may ask for such information from Plaintiffs' counsel as identified in Paragraph VIII below.

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This Settlement will be in final settlement of all employment claims of the Collective Action Group against Sprint including any claims that were raised or could have been raised through the date of execution of your Release (whichever occurs later) as set forth in the Settlement Agreement.

C. Monetary Payments to Named Plaintiffs. From the Settlement Payment, \$1.7 Million will be allocated to pay the claims of the Name Plaintiffs in full settlement of their claims in this action. These individuals provided services and undertook risks in prosecuting this litigation, such as filing a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”), by assisting with discovery, providing affidavits, identifying witnesses, and giving deposition testimony, warranting an allocation for the Settlement Payment reflecting the value of their significant services on behalf of all Plaintiffs, as well as the extent of back pay and economic loss each suffered. Without their having filed charges with the EEOC, the case likely could not have been brought as a collective action, which allowed the remainder of the Collective Action Group an opportunity to participate in the case. Several of these Named Plaintiffs also had other claims besides age discrimination which were preserved and actionable, and those claims are being settled and released in this Settlement.

D. Accepting the Monetary Award. If you wish to accept the monetary award in this case, you **must** complete the enclosed General Release and W-9 Form, sign

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and date them, and return them in the enclosed self-addressed, postage-prepaid envelope or another envelope addressed to *Williams v. Sprint/United Management Company* Settlement Administrator, P.O. Box 10583, Tallahassee, Florida 32302-2583. Unless the Agreement is voided or appealed, you will receive payment sooner if you return the General Release and W-9 Form within forty-five (45) days after the Final Confirmation Date of September 10, 2007. The earlier you complete, sign, date and return the release, the more quickly payment to you will be made after the final confirmation.

E. Withdrawal Procedure. Collective Action Group members have the right to withdraw from the Settlement upon certain conditions, though their claim might still be foreclosed even if they do withdraw. Anyone electing to withdraw from the Settlement shall receive nothing from the Settlement Payment. To do so, you must mail a written notice of intent to withdraw ("Withdrawal Statement") to the Settlement Administrator, at the following address: P.O. Box 10583, Tallahassee, Florida 32302-2583 that is received by the Settlement Administrator no later than thirty days after the post mark of the first mailing received by you containing this Notice. If you do not mail a Withdrawal Statement by such date, you will not be able to withdraw from the Settlement Agreement and you will be included in the Settlement and be bound by it. A person wishing to withdraw must sign a Withdrawal Statement that includes the following language:

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

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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 Monday, September 10, 2007 at 10:30a.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, P.O. Box 10583, Tallahassee, FL 32302-2583, 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: _____

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Any attorney who intends to represent an individual withdrawing from the settlement must file a notice of appearance with the Court and serve counsel for all parties (see names and addresses in Paragraph VIII below) on or before ten days prior to the Final Confirmation Date. All withdrawals or other correspondence must state the name and number of the case, which is, *Williams v. Sprint/United Management Company*, Civil Action No.03-2200-JWL.

F. Objections to the Settlement Agreement. If you believe that the proposed Settlement Agreement should not be finally confirmed by the Court for any reason, you may object to it. In order to be eligible to make such an objection, however, the objecting person must be a member of the Collective Action Group and may not withdraw from the Settlement. Persons who withdraw from the Settlement may not object to the Settlement. If you remain a member of the Collective Action Group and want to object to the Settlement, you must file an objection in writing and under oath (along with any other papers you wish the Court to consider) with the Settlement Administrator at the following address: P.O. Box 10583, Tallahassee, Florida 32302-2583, stating the basis of your objection and the specific provision(s) of the Settlement Agreement to which you object. You must also appear on the Final Confirmation Date in person or through counsel of your choosing at the Final Approval Hearing at the United States

District Court for the District of Kansas, 500 State Avenue, Kansas City, Kansas 66101, on the Final Confirmation Date, to have your objection heard by the Court. Objections not previously filed in writing with the Settlement Administrator by the above deadline will not be considered. Any attorney who intends to represent an individual objecting to the Settlement Agreement must file a notice of appearance with the Court and serve counsel for all parties (see names and addresses in Paragraph VIII below) on or before the tenth day before the Final Confirmation Date. All objections or other correspondence must state the name and number of the case, which is *Williams v. Sprint/United Management Company*, Civil Action No. 03-2200-JWL.

G. Attorneys' Fees and Litigation Costs and Expenses Subject to Court Approval. Counsel for the Collective Action Group, consisting of the five (5) law firms named in Paragraph VIII below, and the AARP Foundation Litigation, will be paid their expenses estimated to be \$1,650,000.00 and a fee of up to 35% of the Settlement amount set forth above, net of these expenses. This 35% fee is pursuant to a written fee agreement executed by more than 1,500 of the Collective Action Group members, and the Court has preliminarily approved this fee percentage for those additional Collective Action Group members who have not signed fee agreements as well. The 35% fee will be in full payment of attorneys' fees, costs, and litigation-related expenses incurred by Counsel in this litigation inclusive of work performed as well as the attorneys' fees and costs

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incurred in connection with the Settlement Agreement and related work as may be necessary during the term of the Settlement Agreement. Defendant does not oppose Plaintiffs' counsel's award of such fees and expenses.

IV. Binding Effect

The proposed Settlement Agreement, when finally approved by the Court, will be binding on all Collective Action Members and will bar all persons who filed Consent to Join form and have not properly withdrawn from this Action from seeking relief from Sprint, as provided for herein and in the Release that is provided to you along with this Notice.

V. Additional Considerations

Finalization of this settlement is subject to a number of terms and conditions, which includes, among other things, acceptance and final confirmation by the Court of the Settlement Agreement. In addition, if more than seventy-five (75) members of the Collective Action Group withdraw from the Settlement, Sprint has the right to void the settlement and continue with the litigation, in which event the risks attendant with such litigation, including those previously described, will return.

VI. If The Settlement Agreement Is Not Confirmed

If the Settlement Agreement is not finally approved by the Court, the settlement will be voided, no money will be paid, and litigation of the case will continue. However,

if that happens there is no assurance: (a) that the litigation will result in a judgment favorable to the Collective Action Group; (b) that a favorable judgment, if any, will be as favorable to the Collective Action Group as this settlement; or (c) that any such favorable judgment will be upheld on appeal.

VII. Address Changes

It is your responsibility to keep the Settlement Administrator updated with your address. If you do not inform in writing the Settlement Administrator of any address corrections or changes, any entitlement you may have to receive a monetary award may be forfeited. Please sign and mail any change of address along with your Social Security Number, date of birth, former address and new address to: Settlement Administrator, P.O. Box 10583, Tallahassee, Florida, 32302-2583.

VIII. Counsel for the Collective Action Group

The following are counsel for the Collective Action Group. *You may contact Plaintiffs' counsel between May 25th and June 30th with any questions at the toll-free number: 1-866-556-5505.* During other time periods, Plaintiffs' counsel may be contacted at their respective office locations.

Dennis Egan, Bert Braud, Steve Dennis and Claudio Molteni
The Popham Firm, P.C.
323 West 8th Street, Suite 200
Kansas City, MO 64105

John Klamann and Dirk Hubbard
Klamann & Hubbard, P.A.
929 Walnut Street, Suite 800
Kansas City, MO 64106

Marty Meyers, Andy McCue and Brian DeFrain
The Meyers Law Firm, P.C.
222 W. Gregory Boulevard, Suite 340
Kansas City, MO 64121

Gene Graham and Debbie Blakely
White, Allinder, Graham & Buckley LLC
19040 E. Valley View Parkway, Suite C
Independence, MO 64055

Ken McClain, J'Nan Kimak, and Danny Thomas
Humphrey, Farrington & McClain, P.C.
221 West Lexington, Suite 400
Independence, MO 64051

Thomas William Osborne, Daniel B. Kohrman, Laurie A. McCann
AARP Foundation Litigation
601 E. Street, NW
Washington, DC 20049

IX. Counsel For Defendant Sprint/United Management Company

Counsel for Defendant Sprint/United Management Company included:

John J. Yates
Husch & Eppenger, L.L.C.
1200 Main Street, Suite 2300
Kansas City, MO 64105

Hunter R. Hughes
Rogers & Hardin LLP
2700 International Tower
229 Peachtree Street, N.E.
Atlanta, Georgia 30303

X. Further Information

The general summary of the preliminarily-confirmed Settlement Agreement in this Notice does not include all of the terms and conditions of the Settlement Agreement. The only complete statement of the terms and conditions of the proposed Settlement is found in the actual Settlement Agreement that the Court has provisionally approved. Copies of the proposed Settlement Agreement are available for inspection or copying at your expense at the Office of the Clerk of the United States District Court for the District of Kansas at 500 State Avenue; Kansas City, Kansas 66101, or from the Settlement Administrator. Copies may also be obtained from Plaintiffs' counsel by written request. If you have any questions about the Settlement process, you may write to Plaintiffs'

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counsel or the Settlement Administrator. Also, if you have any questions relative to your legal or other rights relative to this case and/or the Settlement thereof you may write or call Plaintiffs' counsel as listed above. *As noted, you may contact Plaintiffs' counsel between May 25th and June 30th with any questions at the toll-free number: 1-866-556-5505.*

DO NOT CONTACT THE COURT.

Dated this _____ day of _____, 2007