

THE HONORABLE JAMES L. ROBERT

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SANDRA L. PALMER,

Plaintiff,

v.

SPRINT SOLUTIONS, INC.

Defendant.

No. 09-cv-01211 JLR

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT
(No. 09-cv-01211 JLR)

59113-0070/LEGAL19964421.3

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

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1 included under the Common Fund, is not a separate award, and shall not exceed 30% of the
2 Common Fund.
3

4 **1.4 "Automatic Dialing and Announcing Device"** means the same device as
5 defined under RCW 80.36.400(1)(a), which is a device that automatically dials telephone
6 numbers and plays a recorded message once a connection is made.
7
8

9
10 **1.5 "CAFA Notification"** means the notification of this proposed class action
11 settlement required under the Class Action Fairness Act, 28 U.S.C. §§ 1715(a)(1)-(2), (b).
12

13 **1.6 "Claim Form and Release" or "Claim Form"** means the form materially
14 identical to the attached Exhibit 1.
15
16

17 **1.7 "Claims Administration Costs"** means those costs reasonably necessary to
18 administer claims and effect the Claims Procedure.
19
20

21 **1.8 "Claims Administrator"** means the Garden City Group, which was selected by
22 the Parties (defined below) to administer the Notice Procedures and the Claims Procedures in
23 Sections VII and X below.
24
25
26
27

28 **1.9 "Claims Deadline"** means 30 days after the date set by the Court for the Final
29 Settlement Hearing when the Court enters the Preliminary Approval and Scheduling Order.
30
31

32 **1.10 "Claims Procedures"** means the procedures in Section X below.
33

34 **1.11 "Class" or "Classes"** means and includes the three subclasses specified below:
35

- 36
37 a. Individual, non-government, and non-business Sprint customers from
38 July 23, 2005 to the date the Court grants preliminary approval of this
39 settlement who, while Sprint customers, resided in Washington State
40 and received from Sprint directly or from its agents one or more
41 commercial telephone solicitations that used an automatic dialing and
42 announcing device. This subclass does not include Sprint employees.
43
44 b. Individual, non-government, and non-business Sprint customers from
45 July 23, 2005 to the date the Court grants preliminary approval of this
46 settlement who, while Sprint customers, resided in Washington State
47 and received from Sprint directly or from its agents one or more
48 commercial telephone solicitations less than one year after advising
49
50
51

1 Sprint or its agent that he or she did not wish to be called again by
2 Sprint. This subclass does not include Sprint employees.

- 3
4 c. Individual, non-government, and non-business Sprint customers from
5 July 23, 2005 to the date the Court grants preliminary approval of this
6 settlement who, while Sprint customers, resided in the United States
7 and received from Sprint directly or from its agents one or more
8 commercial telephone solicitations more than 30 days after making a
9 Sprint-specific internal Do Not Call request by advising Sprint or its
10 agent that he or she did not wish to be called again by Sprint. This
11 subclass does not include Sprint employees.
12

13
14 **1.12 "Class Claimant" or "Class Claimants"** means a member or members of the
15 Classes who did not timely and validly request exclusion from the Classes and who file(s) a
16 properly completed and signed Claim Form either online or postmarked no later than the Claims
17 Deadline.
18
19

20
21 **1.13 "Class Counsel"** means the law firm of Williamson & Williams.
22

23 **1.14 "Class Exclusion"** means the process described in paragraph 7.4.
24

25 **1.15 "Class Member" or "Member of the Class"** means a Person within one or more
26 of the Classes.
27

28
29 **1.16 "Class Representative"** means Plaintiff Sandra L. Palmer in her individual
30 capacity, as Class Representative, and as a Class Member. Ms. Palmer alleges that she is a
31 member of all three Classes as defined in paragraph 1.10.
32
33

34 **1.17 "Commercial Solicitation"** means the unsolicited initiation of a telephone
35 conversation for the purpose of encouraging a person to purchase property, goods, or services.
36
37

38 **1.18 "Common Fund"** means the amount described in Section IV below.
39

40 **1.19 "Complaint"** means the Amended Complaint for Damages, Injunctive, and
41 Declaratory Relief, Docket No. 10, filed in this Action on September 2, 2009.
42
43

44 **1.20 "Court"** means the U.S. District Court for the Western District of Washington.
45

46 **1.21 "Court Disapproval"** means that the Court in this Action or any other court on
47 appeal (a) disapproves, sets aside, or modifies this Settlement Agreement; (b) declines for any
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1 reason to enter or give effect to the Preliminary Approval and Scheduling Order or the Judgment
2 and Order of Final Approval; or (c) holds that the Judgment and Order of Final Approval or any
3 related judgment should be overturned or modified in any material way.
4
5

6
7 **1.22 "Cy Pres Fund"** means any amount remaining in the Common Fund after the
8 payments described in Section X below, payments for class action administration, class notice,
9 class representative payment, and attorneys' fees and costs as approved and awarded by the Court
10 are made.
11
12

13
14 **1.23 "Defendant" or "Sprint"** means Sprint Solutions, Inc. and any of its Related
15 Parties, which are the past, present, and future directors, officers, employees, partners, principals,
16 agents, shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal
17 representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates,
18 divisions, joint ventures, heirs, assigns, or related or affiliated entities of Sprint Solutions, Inc,
19 including Sprint Nextel Corporation and all its direct or indirect operating subsidiaries, and all
20 other subsidiaries, and its affiliates offering Sprint Nextel wireless service under a brand owned
21 directly or indirectly by Sprint Nextel Corporation, offering wireless service in the United States.
22
23
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30
31 **1.24 "Defendant's Counsel"** means the law firm of Perkins Coie LLP.
32

33 **1.25 "Effective Date"** means the date by which all of the following have occurred:
34

- 35 a. The Parties have agreed upon the Settlement Agreement;
36
37 b. The Parties have submitted to the Court and the Court has entered the
38 following: (a) the Preliminary Approval and Scheduling Order materially
39 identical to the attached Exhibit 2, and (b) the Judgment and Order of
40 Final Approval materially identical to the attached Exhibit 3;
41
42 c. The Parties have not exercised the Termination Right in Section XI below;
43 and
44
45 d. The Judgment has become final and is no longer subject to appeal or
46 review, which shall be deemed to occur on the later of the following:
47 (i) if no appeal or other form of appellate review of the Judgment has been
48 sought by any Person, the thirty-first day after the time for the filing of the
49 notice of appeal has commenced to run under Fed. R. App. Pro. 3, taking
50
51

1 into consideration the making of any post-judgment motions and the
2 granting of any extensions of time to make the same under Fed. R. Civ.
3 Proc. 60(c); or (ii) if an appeal or other form of appellate review is sought
4 from the Judgment, five days after the date on which the affirmance of
5 such Judgment, or the dismissal, reversal or denial of such appeal or
6 review, has become no longer subject to further judicial review, whether
7 by re-hearing, re-hearing en banc, writ of certiorari, writ of mandamus,
8 writ of prohibition, reconsideration, petition for review, or otherwise.
9

10 **1.26 "Escrow Account"** means an interest-bearing trust account designated by the
11 Claims Administrator to hold the Common Fund as described in paragraph 4.1.
12

13 **1.27 "Final Settlement Hearing"** means the court hearing scheduled under the
14 Preliminary Approval and Scheduling Order to consider the final approval of this Settlement
15 Agreement and entry of the Judgment and Order of Final Approval.
16
17

18 **1.28 "Instructions for Claim Form and Release" or "Instructions"** means the
19 instructions which will appear on the Claim Form and Release, which is attached as Exhibit 1.
20
21

22 **1.29 "Internal Do-Not-Call List"** means the Sprint-specific do-not-call list that tracks
23 customers and non-customers who have asked Sprint not to call them for telemarketing purposes.
24
25

26 **1.30 "Judgment and Order of Final Approval" or "Judgment"** means a judgment
27 materially identical to the attached Exhibit 3 and as described in Section IX below.
28
29

30 **1.31 "Notice of Class Action Settlement and Fairness Hearing"** means the short
31 form notice materially identical to the attached Exhibit 4 and the long form notice materially
32 identical to the attached Exhibit 5 and as described in Section VII below.
33
34

35 **1.32 "Notice Procedures"** means the procedures in Section VII below.
36
37

38 **1.33 "Objection Deadline"** is 30 days before the Final Settlement Hearing.
39
40

41 **1.34 "Palmer" or "Ms. Palmer"** means Sandra L. Palmer, the plaintiff in the Action,
42 who is also the Class Representative.
43
44

45 **1.35 "Party" or "Parties"** mean, individually and collectively, the Class
46 Representative, Class Members, Class Counsel, Defendant, and Defendant's Counsel.
47
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1 **1.36 "Payment to the Class Representative"** means a single payment of \$20,000
2
3 from the Common Fund to the Class Representative.

4 **1.37 "Payment Protocol"** means the criteria developed by the Parties regarding Class
5
6 Member eligibility for payments from the Common Fund and the rules by which the Claims
7
8 Administrator will administer and make payments from the Common Fund, as set forth in
9
10 Exhibit 7.

11 **1.38 "Person"** means an individual, corporation (including all divisions and
12
13 subsidiaries thereof), partnership, limited partnership, limited liability company, association,
14
15 joint stock company, estate, legal representative, trust, unincorporated association, government
16
17 or any political subdivision or agency thereof, and any business or legal entity and the spouses,
18
19 heirs, predecessors, successors, representatives, or assigns of any of them.
20
21

22 **1.39 "Preliminary Approval and Scheduling Order"** means a court order materially
23
24 identical to the attached Exhibit 2 and discussed in Section VI.

25 **1.40 "Pre-recorded Identification Message"** means a pre-recorded message played
26
27 by Sprint or its agent to identify Sprint as the party making a telemarketing call when it dials or
28
29 dialed a telephone number and a person answered the call, but Sprint or its agent is or was unable
30
31 to connect the call to a live telemarketing agent within two seconds of the recipient answering
32
33 the call. Federal regulations require Sprint or its agent to play this message under these
34
35 circumstances. The substance of this message is: "Hi, this is a message from Sprint Nextel. We
36
37 attempted to contact you for telemarketing purposes. You may contact us regarding this call, or
38
39 if you don't wish to be contacted in the future, at 1-866-463-3021. Thank you."
40
41

42 **1.41 "Related Party" and "Related Parties"** means, individually and collectively,
43
44 the past, present and future directors, officers, employees, partners, principals, agents,
45
46 shareholders, attorneys, accountants, auditors, advisors, consultants, personal or legal
47
48 representatives, tenants, households, predecessors, successors, parents, subsidiaries, affiliates,
49
50 divisions, joint ventures, heirs, assigns and/or related or affiliated entities of any Party.
51

1 **1.42 "Released Claims"** means any and all claims (including Unknown Claims as
2 defined in paragraph 1.47 below), causes of action, rights, liabilities, complaints before or to a
3 regulatory or governmental body, suits, and obligations of every nature, kind or description
4 whatsoever regardless of upon what legal theory based, and regardless of whether grounded in
5 common law, statute, administrative rule or regulation, tariff, contract, tort, equity or otherwise,
6 related to claims or causes of action arising out of the delivery of pre-recorded commercial
7 solicitation messages; the use of automatic dialing and announcing devices, predictive dialers, or
8 automatic telephone dialing systems; the placing or delivery of telephone solicitations; or the
9 maintenance of an internal Do Not Call list under the Washington Automatic Dialing and
10 Announcing Device statute, the Washington Telephone Solicitation Statute, the Washington
11 Consumer Protection Act, the federal Telephone Consumer Protection Act, and any other statute,
12 which a Releasing Party had, has, may have, or which any other Person had, has, or may have
13 through a Releasing Party (whether by operation of law, assignment, or subrogation) against a
14 Released Party from the beginning of time through the Effective Date, based in whole or in part
15 upon any act, omission, transaction, thing, matter, event or occurrence occurring or arising from
16 the beginning of time through the Effective Date, or any consequence, effect, or result arising
17 from any such act or omission, regardless of whether such consequence, effect, or result arises
18 before or after the Effective Date (including, but not limited to, unknown injuries or unknown
19 complications from known injuries) concerning any claim or allegation that has been or could
20 have been asserted in the Action. This does not include claims by non-Sprint customers.
21
22

23 **1.43 "Released Party"** means the Defendant and its Related Parties.
24

25 **1.44 "Releasing Party"** means, individually and collectively, the Class
26 Representative, Class Members, and their Related Parties, other than Class Members who have
27 duly and timely excluded themselves from the Classes under the procedures in Section VII.
28

29 **1.45 "Settlement Agreement"** means, individually and collectively, this Class Action
30 Release and Settlement Agreement, including its terms, provisions, and exhibits; the settlement
31

1 embodied by the Settlement Agreement, the Common Fund, Revisions to Identification Message,
2 Notice Procedures, Claims Procedures; and any order concerning this agreement or the
3 settlement embodied by this agreement including, but not limited to, the Preliminary Approval
4 and Scheduling Order and the Judgment and Order of Final Approval.
5
6
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8
9 **1.46 "Termination Right"** is described in Section XI, below.

10
11 **1.47 "Unknown Claims"** means any Released Claims that a Releasing Party does not
12 know or suspect to exist in his, her, or its favor now or as of the Effective Date. This includes
13 but is not limited to, claims, which, if known by him, her, or it, might have affected his, her, or
14 its settlement with, and release of, the Released Parties, and/or might have affected his, her, or its
15 decision not to object to or request exclusion from this Settlement Agreement. This includes
16 those Released Claims that were unknown, unsuspected, and undisclosed, or those Released
17 Claims that arise from facts discovered by a Releasing Party in addition to or different from
18 those that the Releasing Party or Releasing Parties now know or believe to be true with respect to
19 the subject matter of the Released Claims.
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28 **II. RECITALS**

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30 **2.1** The Action was initiated on July 23, 2009 in the Superior Court of Washington
31 for King County. Sprint removed the matter under the Class Action Fairness Act; Ms. Palmer
32 did not contest removal. On September 2, 2009, Ms. Palmer filed an Amended Complaint for
33 Damages, Injunctive, and Declaratory Relief, which is the operative complaint in the Action.
34 Ms. Palmer and Sprint stipulated to the filing of a Second Amended Complaint, but Ms. Palmer
35 never filed the Second Amended Complaint. Ms. Palmer also presented Sprint with a draft Third
36 Amended Complaint, which she also did not file or move to file.
37
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44 **2.2** Ms. Palmer has been a Sprint customer since 2003. She alleges that Sprint made
45 various telemarketing calls to her in 2006 and 2007 that used a pre-recorded solicitation message
46 or an automatic dialing and announcing device, some of which were made after she requested not
47 to receive telemarketing calls from Sprint.
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1 2.3 Based on these allegations, Ms. Palmer, the Class Representative, asserted claims
2
3 against Sprint under the Washington Automatic Dialing and Announcing Device statute, the
4
5 Washington Consumer Protection Act, and the federal Telephone Consumer Protection Act. In
6
7 her proposed but unfiled Third Amended Complaint, the Class Representative also asserted a
8
9 claim against Sprint under the Washington Telephone Solicitation Statute. The Class
10
11 Representative is seeking monetary, declaratory, and injunctive relief.

12 2.4 Class Counsel have conducted a thorough investigation into the events underlying
13
14 the claims asserted by the Class Representative including, but not limited to, reviewing and
15
16 analyzing more than 2,500 pages of documents from Defendant and the vendor that Sprint used
17
18 in part to conduct the telemarketing campaign and that targeted the Class Representative and
19
20 other members of the Classes, propounding and reviewing responses to interrogatories and
21
22 requests for admission directed to Sprint, and subpoenaing and reviewing documents from the
23
24 Washington Attorney General Office, the Federal Communications Commission, and the Federal
25
26 Trade Commission.

27 2.5 Class Counsel and Defendant's Counsel have engaged in extensive telephonic and
28
29 in-person negotiations regarding this Settlement Agreement. The Class Representative and Class
30
31 Counsel believe that the allegations in the Complaint and their claims for relief have substantial
32
33 merit and that Defendant's defenses are without merit. The Class Representative and Class
34
35 Counsel continue to affirm the allegations in the Complaint but recognize that Defendant sharply
36
37 disputes their claims and that the ultimate outcome on the merits is uncertain. The Class
38
39 Representative and Class Counsel have also considered the length and expense of continued
40
41 proceedings necessary to pursue the Action against the Defendant through trial and appeals.
42
43 Therefore, the Class Representative and Class Counsel desire to settle the Actions on the terms
44
45 and provisions in this Settlement Agreement and believe it is fair, reasonable, and adequate, and
46
47 in the best interests of the Class Representative and the Classes.
48
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1 2.6 Defendant believes that the allegations and claims in the Complaint are without
2 merit and that its defenses have substantial merit. Defendant has denied and continues to deny
3 the allegations in the Complaint. Defendant has asserted and continues to assert that the claims
4 in the Complaint are inappropriate for class certification and that numerous individual issues
5 predominate. Defendant, however, also recognizes that the Class Representative sharply
6 disputes its defenses and that the ultimate outcome on the merits is uncertain. Defendant has
7 also considered the length and expense of continued proceedings necessary to pursue the Action
8 against the Class Representative through trial and appeals. Defendant is entering into this
9 Settlement Agreement solely to avoid the continuing additional expenses, inconvenience, and
10 distraction of the Action, without admitting any wrongdoing or liability and without waiving any
11 defense or argument that it did or could have asserted in the Action. By doing so, Defendant
12 desires to settle, compromise, and terminate with prejudice the Action and to put to rest forever
13 all claims which have or could have been asserted, or which arise from or in any way concern the
14 act, facts, transactions, occurrences, representations, or omissions alleged in the Complaint.
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28 2.7 Despite its assertions that the claims in the Complaint are inappropriate for class
29 certification and that numerous individual issues predominate, Defendant stipulates for the
30 purposes of this Settlement Agreement to the definition of the Classes in paragraph 1.10 above;
31 to Ms. Palmer serving as the Class Representative as defined in paragraph 1.15 above for the
32 Class Members; and to Class Counsel as defined in paragraph 1.12 above serving as counsel to
33 the Classes.
34
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40 2.8 Defendant waives any and all objection to the Attorneys' Fees and Costs Award
41 and Payment to the Class Representative as set forth above. Defendant acknowledges that the
42 amount of the Attorneys' Fees and Cost Award is intended to reflect the reasonable and fair
43 amount of attorneys' fees, expenses, and costs related to this Settlement Agreement.
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III. SETTLEMENT PURPOSES ONLY

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3 **3.1** Rule 408 of the Federal Rules of Evidence and the Washington Evidence Code,
4 and similar provisions govern this Settlement Agreement. It is for settlement purposes only.
5 Neither the fact of, nor any term or provision contained in, this Settlement Agreement or its
6 exhibits, nor any action taken under it shall constitute, be construed as, or be admissible in
7 evidence as (1) any admission of the validity of any claim or fact alleged by the Class
8 Representative and the Classes in this Action or any other pending or subsequently filed action;
9 (2) evidence of any wrongdoing, fault, violation of law, or liability of any kind by the
10 Defendant; (3) an admission by Defendant of any claim or allegation made in this Action or
11 any action; nor (4) admission by the Class Representative, Class Members, or Class Counsel of
12 the validity of any fact or defense asserted against them in the Action or any action.
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22 **IV. COMMON FUND AND IDENTIFICATION MESSAGE REVISION**

23 **4.1** In consideration for the dismissal of the Action with prejudice and the Releases
24 in Section V, Defendant agrees that within ten days after the Effective Date, it shall deposit a
25 total of five and one-half million dollars (\$5,500,000.00) into the Escrow Account for the
26 benefit of the Class Members, Class Representative, and Class Counsel, less any amounts that
27 have already been deposited into the Escrow Account for the purposes described in Sections
28 4.2(a) and (b). This will be known as the Common Fund and, from the time of the deposit by
29 Sprint, the Claim Administrator will be solely responsible for administering the Common Fund
30 under this section and the Payment Protocol. Any interest generated from the Common Fund
31 shall remain in the Common Fund and the Escrow Account to be distributed consistent with
32 this Settlement Agreement.
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- 44 **4.2** The Common Fund shall be distributed as follows:
45
46 a. First, to pay the cost of the Notice of Class Action Settlement and Final
47 Settlement Hearing distributed according to Section VII, except for
48 Sprint's costs for notifying current customers via billing inserts or billing
49 mailers, which Sprint will independently pay;
50
51

- b. Second, to pay Claims Administration Costs;
- c. Third, to pay the Payment to the Class Representative;
- d. Fourth, to pay the Attorneys Fees' and Costs Award;
- e. Fifth, to Class Members who make valid claims as specified under the Payment Protocol, and
- f. Sixth, any amount in the Escrow Account after paying valid claims and other payments as described above shall be a Cy Pres Fund, which shall be donated to the Legal Aid for Washington Fund. This Cy Pres Fund shall not be unclaimed property under the laws of Washington or any other state.

4.3 No right, title, or interest in the Common Fund transfers until the Effective Date, and any such right, title, or interest is subject to Sprint's right of reversion. Sprint shall pay no additional funds under this Settlement Agreement, except for its internal costs of notice as described above.

4.4 In addition, in consideration for the dismissal of this Action with prejudice and the Releases in Section V, Defendant agrees that within ten days after the Effective Date, it shall discontinue using the current version of the pre-recorded message heard when a consumer calls the toll-free number left by the pre-recorded identification message and instead replace the message with a message materially identical in language and meaning to the script attached as Exhibit 6.

V. RELEASED CLAIMS

5.1 This Settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Party and its Related Parties. The Class Representative and each Class Member (and each of their Related Parties) shall be permanently barred from initiating, asserting, or prosecuting Released Claims or any claims released under this Agreement.

5.2 On entry of the Judgment, the Class Representative, for herself and as the Class Representative (and her Related Parties), without any other action, fully, finally, and forever releases, relinquishes, and discharges the Released Party from the Released Claims. Without

1 limiting the breadth of this release, the Class Members (and their Related Parties) who did not
2 validly request exclusion from the Classes, regardless of whether the Class Members received a
3 payment from the Common Fund or executed and delivered the Claim Form and Release, on
4 behalf of themselves and their Related Parties, without any further action, shall be deemed to
5 have fully, finally, and forever released, relinquished, and discharged the Released Party from
6 the Released Claims and, by operation of the Judgment, all of the Released Claims that any
7 Releasing Party has or had against the Released Party shall be dismissed with prejudice.
8
9

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15 **5.3** Without suggesting or agreeing that the California Civil Code would apply to
16 this release, the Releasing Parties expressly waive and release, on the Effective Date, any and
17 all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code
18 which provides:
19
20
21

22
23 Section 1542. Certain Claims Not Affected by General Release.
24 A general release does not extend to claims which the creditor does
25 not know or suspect to exist in his favor at the time of executing
26 the release, which if known by him must have materially affected
27 his settlement with the debtor.
28

29 Releasing Parties also expressly waive and release any and all provisions, rights, and benefits
30 conferred on them by a statute, regulations, or ordinances of any other jurisdiction which has a
31 statutory provision similar to Section 1542.
32
33
34

35
36 **VI. PRELIMINARY APPROVAL AND SCHEDULING ORDER**

37
38 **6.1** As soon as reasonably practicable after executing this Agreement, Class Counsel
39 and Defendant's Counsel shall jointly: (1) file the Settlement Agreement, including the attached
40 exhibits, with the Court; (2) file a joint motion for preliminary approval of the Settlement
41 Agreement with the Court; and (3) notify the Court of the filings and request entry by the
42 Court, on the earliest date acceptable to the Court, of the Preliminary Approval and Scheduling
43 Order, which shall be materially identical to the proposed order attached as Exhibit 2.
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1 **6.2** Within 10 days of this joint filing, Defendant shall provide the CAFA
2
3 Notification to the Appropriate State officials (as defined under the relevant statute) for each
4
5 state in which a Class Member resides and to the Appropriate Federal official (as defined under
6
7 the relevant statute).
8

9 **VII. NOTICE PROCEDURES AND CLASS MEMBER EXCLUSION**

10 **7.1** After the Court enters the Preliminary Approval and Scheduling Order, the
11
12 Claims Administrator will provide published Notice to the Classes by a form materially
13
14 identical to the Notice of Class Action Settlement and Final Settlement Hearing attached as
15
16 Exhibit 4, and in accordance with the publication plan described in the Declaration of Jeanne
17
18 Finegan being filed with the Joint Motion for Preliminary Approval. The Claims Administrator
19
20 will provide this short form Notice according to the parties' Notice plan not later than 70 days
21
22 after the Order Granting Preliminary Approval of the Settlement is entered. The Claims
23
24 Administrator will also provide notice by email to former Sprint customers and by mail to any
25
26 Class Members identified by Sprint.
27

28 **7.2** In addition, Sprint will provide a form materially identical to the Notice of Class
29
30 Action Settlement and Final Settlement Hearing, attached as Exhibit 4, as a billing insert or
31
32 billing addition to all of Sprint's current customers. Sprint will provide this Notice not later
33
34 than 70 days after the Order Granting Preliminary Approval of the Settlement is entered. Sprint
35
36 does not have any additional duty to ascertain the identities or addresses of Class Members.
37

38 **7.3** Each of the published Notice, individual mailings, emails, and billing insert will
39
40 refer potential Class Members to a website created and maintained by the Claims Administrator
41
42 that will provide additional information about the settlement, including the long form Notice,
43
44 attached as Exhibit 5, and permit Class Members to make claims by completing an on-line
45
46 claim form. The published Notice and billing insert will also provide Class Members with a
47
48 telephone number, provided and maintained by the Claims Administrator for Class Members,
49
50 to call for more information and to request a claim form or the long form Notice.
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- (2) A statement of the Class Member's specific objection(s) to any matter before the Court relating to proposed approval of the class action settlement in this Action;
- (3) If the Class Member wants to appear at the Final Settlement Hearing, a statement that he or she intends to appear, and the grounds or specific reasons why the Class Member wants to appear and be heard;
- (4) Any documents or statements the Class Member wants the Court to consider at the Final Settlement Hearing; and
- (5) If the Class Member is represented by counsel, the counsel's name, address, and telephone number. If a Class Member hires an attorney, the attorney must file a notice of appearance with the Clerk of the Court and deliver a copy of this filing to Class Counsel and Defendant's Counsel before the Objection Deadline.

8.2 If an objection does not provide all the information listed in paragraph 8.1(b), is received after the Objection Deadline, or is not timely received at the correct addresses for Class Counsel and Defendant's Counsel by the Objection Deadline, it shall be invalid and will not be considered. A Class Member who complies with the requirements in paragraph 8.1 may appear *pro se* at the Final Settlement Hearing or may enter an appearance at the Final Settlement Hearing through counsel of his or her own choosing and at his or her own expense.

8.3 The Class Representative agrees that (1) the Settlement Agreement is fair and reasonable to the Classes and the Class Representative in her individual capacity, her capacity as a Class Member and as Class Representative, and (2) she does not and will not object to the Settlement Agreement and waives any right she may have had to do so.

IX. FINAL SETTLEMENT HEARING AND JUDGMENT

9.1 At the Final Settlement Hearing, the Parties shall apply to the Court for entry of the Judgment and Order of Final Approval materially identical to the attached Exhibit 3 and providing the following:

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- a. Declaring that the Judgment binds all Class Members other than those who filed valid and timely requests for exclusion under paragraph 7.4;
- b. Finally approving this Settlement Agreement and finding its terms to be fair, reasonable, and adequate, and directing that the procedures for creating the Common Fund and Claims Administration begin;
- c. Approving the Payment to the Class Representative and the Attorneys' Fees and Expenses Award;
- d. Approving the Notice Procedures described in Section VII and the Claims Procedures in Section X and finding that the notice procedures complied with the United States Constitution, the Washington State Constitution, and any other applicable laws or rules;
- e. Directing the Claims Administrator to administer the Claims according to Section X of the Settlement Agreement and the Payment Protocol;
- f. Dismissing the Complaint on the merits with prejudice;
- g. Permanently barring the Class Representative and her Related Parties and all Class Members and their Related Parties, other than those who filed valid and timely requests for exclusion under paragraph 7.4, from asserting or prosecuting any claims against the Released Parties on any of the Released Claims;
- h. Declaring that the Class Representative and her Related Parties, without any further action, fully, finally and forever release, relinquish, and discharge the Released Parties from the Released Claims, and that, without limiting the breadth of this release, the Class Members and their Related Parties who did not validly request exclusion from the Class, regardless of whether the Class Members received a payment from the Common Fund or execute and deliver the Claim Form and Release, on behalf of themselves and their Related Parties, without any further action, shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Released Party from the Released Claims and, by operation of the Judgment, all of the Released Claims that any Releasing Party has or had against the Released Party shall be dismissed with prejudice;
- i. Ordering the Defendant and the Class Representative, on behalf of themselves and the Class, to assume responsibility for their own respective attorneys' fees, expenses, and costs, except for the Attorneys' Fees and Costs Award;

1 **10.4** Class Members must postmark a hard copy completed Claim Form or submit a
2 complete online Claim Form before the Claims Deadline, which as defined above, is 30 days
3 after the Final Settlement Hearing. No Person may make a claim to, or receive any monetary
4 compensation under this Settlement Agreement, unless the Person is a Class Claimant and
5 complies with these Claims Procedures.
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10 **10.5** A submitted Claim Form must satisfy the following conditions to be valid:
11 (1) the Claim Form must provide all the information requested; (2) the Claim Form (and the
12 included Release of Claims) must be duly executed and dated by the Class Member submitting
13 the Claim Form; (3) if the Person executing the Claim Form is acting in a representative
14 capacity because the Class Member is incapacitated, the Claim Form must be accompanied by
15 a statement or other documentation affirming the authority of that Person to act on behalf of,
16 and to bind, the Class Member; and (4) the completed Claim Form must be postmarked or
17 submitted online no later than the Claims Deadline. If a mailed Claim Form is not dated, but
18 the envelope in which the Claim Form was mailed to the Claims Administrator has a valid and
19 readable postmark, then the Claim Form will not be rejected for lack of a date.
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31 **10.6** A Class Member may not assign or otherwise transfer to any other Person the
32 right to make a claim under the Settlement Agreement in this Action.
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35 **10.7** Once received by the Claims Administrator, a Claim Form shall be deemed
36 submitted to the Claims Administrator in accordance with these provisions if mailed by first
37 class U.S. Mail and postmarked with a date on or before the Claims Deadline.
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41 **10.8** By submitting a Claim Form, each Class Claimant submits himself, herself, or
42 itself to the jurisdiction of the Court for the purpose of asserting a claim to monetary
43 compensation under the Settlement Agreement in this Action, and each Claim Form will be
44 subject to examination, investigation, and final determination by the Claims Administrator as to
45 a Class Claimant's entitlement to monetary compensation under this Settlement Agreement.
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1 **10.9** The Claims Administrator will review each properly and timely submitted Claim
2 Form and the amount of monetary compensation, if any, will be determined, in good faith, by
3 the Claims Administrator according to the Payment Protocol.
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6 **10.10** Before processing the Claim Forms, Class Counsel and Defendant's Counsel
7 shall have an opportunity to review the processes developed by the Claims Administrator for
8 administering the Claims Procedures.
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11 **10.11** The Claims Administrator shall report to Class Counsel and Defendant's
12 Counsel on a reasonable basis regarding the progress of claims review and administration.
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15 **10.12** If any issue arises regarding whether or the extent to which a Class Claimant is
16 entitled to monetary compensation under this Settlement Agreement, Defendant and Class
17 Counsel shall make every effort to resolve the matter by agreement and in good faith under the
18 Payment Protocol. If Defendant and Class Counsel are unable to resolve the matter by
19 agreement, Defendants or Class Counsel may request that the Court resolve the matter.
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26 **10.13** Under no circumstances shall Defendant, its Related Parties, the Claims
27 Administrator, its authorized agents, or any person affiliated with Defendant or acting on
28 Defendant's behalf have any liability to a Class Member relating to the performance of the
29 duties of claims review and administration required under this Settlement Agreement and the
30 Judgment, except as expressly provided in this Settlement Agreement. No Person, including
31 the Class Representative and members of the Classes, shall be permitted to commence a cause
32 of action regarding such matters. Any issue regarding the performance by Defendant and/or
33 the Claims Administrator of duties under this Settlement Agreement or the Judgment may be
34 raised only by motion to the Court under its continuing and exclusive jurisdiction over the
35 Action.
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46 **10.14 Initial Eligibility Rules:** To be eligible for monetary compensation under this
47 Settlement Agreement, a Class Claimant must be a Class Member and meet the criteria
48 specified in the Payment Protocol.
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- 1 d. Any court in any way changes or modifies the payments or other forms
2 of compensation under this Settlement Agreement, including, but not
3 limited to, the amount of the Attorneys' Fees and Costs Award; or
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- 5 e. The Effective Date does not occur within 365 days after the Parties first
6 file this Settlement Agreement with the Court.
7

8
9 **11.3** The Parties intend for the Termination Right to be exercised in good faith and
10 only in the event of material changes or modifications to this Settlement Agreement.
11

12 **11.4** If a Party terminates this Settlement Agreement, it shall become null and void,
13 and it and all negotiations and proceedings relating to it shall be without prejudice to the rights
14 of any and all the Parties, who shall be restored to their respective positions existing before the
15 execution of this Settlement Agreement, except that all deadlines in the Action shall be reset.
16 Also, the terms and provisions of this Settlement Agreement, except this paragraph and any
17 other paragraph that states that it shall survive termination or Court Disapproval, shall have no
18 further force and effect with respect to the Parties and shall not be used or referred to in the
19 Action or in any other proceeding for any purpose. Any judgment or order entered by the
20 Court under this Agreement (except for the Preliminary Approval and Scheduling Order that
21 vacated any deadlines in the Action) shall be treated as vacated, *nunc pro tunc*.
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32 **XII. MISCELLANEOUS PROVISIONS**

33 **12.1 Statement of Compromise.** Each Party acknowledges and stipulates that the
34 compromise and settlement forming the basis of this Settlement Agreement have been arrived
35 at after thorough bargaining and negotiation and represent a final mutually agreeable
36 compromise of these matters. Class Representative and Class Counsel further acknowledge
37 that they may later discover facts in addition to or different from those which they now know or
38 believe to be true with respect to matters encompassed by the Action or this Settlement
39 Agreement, but that it is the intention of each Party to fully, finally, and forever settle the
40 matters provided by this Settlement Agreement, notwithstanding the discovery or existence of
41 any such additional or different facts.
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1 **12.2 Effect of Court Disapproval.** In the event of a Court Disapproval, the Parties
2 shall use their best efforts to repair deficiencies to obtain Court approval. These best efforts
3 shall not require Sprint to pay any sums other than those provided in this Settlement
4 Agreement. In the event these best efforts are unsuccessful, 60 days after the Court
5 Disapproval, this Settlement Agreement shall become null and void, and the Action shall revert
6 to its status immediately before the execution of this Settlement Agreement. If that happens,
7 the Parties shall jointly move that any and all orders entered under to this Settlement
8 Agreement be vacated and shall proceed with the Action as if this Settlement Agreement had
9 never been executed. If, however, the Parties, within 15 days of Court Disapproval jointly elect
10 to appeal or seek review of the Court Disapproval, this Settlement Agreement shall not be null
11 and void until the Court Disapproval becomes final after the Parties' appeal or request for
12 review results in a reversal, withdrawal, or overturning of the Court Disapproval. If the
13 Settlement Agreement is determined to be null and void, the Parties shall not refer to the fact
14 and terms of this Settlement Agreement to establish liability or support the Parties' substantive
15 positions in the Action, and any and all funds paid, less actual expenses incurred by the Claims
16 Administrator, shall be returned to Sprint.
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32 **12.3 Washington Law.** The rights and obligations of the Parties are to be construed,
33 interpreted, and enforced solely according to the laws of the State of Washington without
34 giving effect to any conflict of laws principles. The Parties agree that any judicial proceeding
35 arising out of or resulting from this Settlement Agreement or its breach shall be filed only in
36 the U.S. District Court for the Western District of Washington in Seattle.
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43 **12.4 Execution in Counterparts.** This Agreement may be executed in one or more
44 counterparts and delivered by facsimile or email to counsel. All executed counterparts,
45 including those delivered by facsimile or email, shall be deemed to be one and the same
46 instrument. A facsimile or email copy shall be considered an original for all purposes.
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1 **12.5 No Admission.** The Parties specifically understand and stipulate that
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3 (1) nothing in this Settlement Agreement or in its negotiation are an admission by any of the
4 Parties or Released Parties for any purpose, and (2) the Parties and the Released Parties all
5 deny liability for the allegations in the Action. Plaintiff also understands that this Settlement
6 Agreement has been made for business reasons. Nothing in this Settlement Agreement is to be
7 construed as Sprint agreeing that this case was appropriate for class action status or
8 certification. This provision shall survive the termination or voiding of the Settlement
9 Agreement.
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16 **12.6 Modifications Only in Writing and Authorization of Class Counsel.** This
17 Settlement Agreement may be amended or modified only in writing and signed by all Parties
18 (or their assignees or successors-in-interest), Class Counsel, and Defendant's Counsel, except
19 that Plaintiff, individually and as Class Representative, expressly authorizes Class Counsel to
20 (1) take all appropriate actions required or permitted by the Class under this Settlement
21 Agreement, and (2) enter into modifications or amendments on behalf of the Class as Class
22 Counsel deem appropriate. This Settlement Agreement reflects the entire agreement of
23 Plaintiff, the Classes, and Sprint and supersedes all other oral statements or written documents.
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32 **12.7 Integrated Agreement.** The attached Exhibits are material parts of this
33 Settlement Agreement and are fully incorporated by reference. This Settlement Agreement and
34 its Exhibits are the entire, fully integrated agreement among the Parties and supersedes all other
35 written and unwritten agreements and understandings regarding settlement of the Action.
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40 **12.8 Severability.** If any part of this Settlement Agreement is, for any reason, held
41 illegal, invalid, or unenforceable, it shall not affect any other part of this Settlement Agreement
42 and this Settlement Agreement shall be construed and enforced as if the illegal, invalid, or
43 unenforceable part had not been contained in the Settlement Agreement.
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48 **12.9 Legal Representation.** The Parties acknowledge that they have been
49 represented by qualified legal counsel in connection with the Action and the negotiation,
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1 drafting, and execution of the Settlement Agreement. The language used in this Settlement
2 Agreement is language chosen by all Parties to express their mutual intent, and no rule of strict
3 construction against any Party will apply to any part of this Agreement.
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7 **12.10 Approval Procedure.** The Parties reserve the right, by agreement and subject
8 to the Court's approval, to grant reasonable extensions of time that might be necessary to carry
9 out this Settlement Agreement. All applications for Court approval or orders required under
10 this Settlement Agreement shall be made on notice to Class Counsel and Defendant's Counsel.
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14 **12.11 Court Jurisdiction.** This Settlement Agreement and its administration shall be
15 under the authority of the Court, which shall retain jurisdiction to protect, preserve, and
16 implement the Settlement Agreement, including, but not limited to, the Release. The Court
17 expressly retains jurisdiction to enter orders as may be necessary for administering and
18 implementing the Settlement Agreement, including, but not limited to, orders enjoining Class
19 Members from prosecuting or otherwise pursuing Released Claims.
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23 **12.12 Litigation Expenses.** Each of the Parties shall bear his, her, or its own expenses
24 related to the Action, except as otherwise provided in this Settlement Agreement.
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28 **12.13 Cooperation and Commercially Reasonable Efforts.** The Parties agree to
29 cooperate in executing documents and pleadings reasonably necessary to obtain approval of
30 and to implement this Settlement Agreement. The Parties also agree to use commercially
31 reasonable efforts to perform all terms of this Agreement.
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35 **12.14 Counting Days.** Unless otherwise noted, all periods of time in this Settlement
36 Agreement are calendar days, not business days. If a period of time in this Agreement expires
37 on a weekend or legal holiday, the period shall be extended to the next business day.
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41 **12.15 Effective Date of the Agreement.** This Settlement Agreement has been
42 executed by the Parties below, but is deemed entered into as of the date set forth below.
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3 12.16 Unenforceable Until Full Execution. This Settlement Agreement is not
4 enforceable until executed by each of the Parties below.
5

6 The parties enter into this Settlement Agreement this 13th day of April, 2011.
7
8
9

10 SANDRA L. PALMER
11
12

SPRINT SOLUTIONS, INC.
13

14 By: Jerry B. Adriano
15 Jerry B. Adriano
16

17 Title: Vice-President Customer Experience,
18 Telesales & Base Management Outreach
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SETTLEMENT AGREEMENT
(No. 09-cv-01211 JLR) – 26

59113-0070/LEGAL19964421.3

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

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12.16 Unenforceable Until Full Execution: This Settlement Agreement is not enforceable until executed by each of the Parties below.

The parties enter into this Settlement Agreement this ____ day of _____, 2011.

SANDRA L. PALMER

SPRINT SOLUTIONS, INC.



By: _____
Jerry B. Adriano

Title: Vice-President Customer Experience,
Telesales & Base Management Outreach

EXHIBIT 1

**MUST BE
POSTMARKED NO
LATER THAN
XXXXX XX, 2011**

**Palmer Solicitation Call Settlement
c/o GCG, Inc.
P.O. Box 9713
Dublin, OH 43017-5613
Toll-Free: 1 (800) 465-4481**

SPI



Claim No:

Control No:

JANE CLAIMANT
123 4TH ST
APT 5
SEATTLE, WA 67890

REQUIRED ADDRESS INFORMATION OR CORRECTIONS	
If the pre-printed address to the left is incorrect or out of date, OR if there is no pre-printed data to the left, YOU MUST provide your current name and address here:	
Name:	<input type="text"/>
Address:	<input type="text"/>
City/State/Zip:	<input type="text"/>

INSTRUCTIONS AND INFORMATION

THIS CLAIM FORM MUST BE COMPLETED AND POSTMARKED TO THE CLAIMS ADMINISTRATOR AT THE ABOVE ADDRESS NO LATER THAN -----

To be eligible to share in the settlement benefits, you must be or have been an individual, non-government and non-business Sprint customer at any time from July 23, 2005 through _____ [PAO date] who, while a Sprint customer: a) lived in Washington State and received from Sprint one or more pre-recorded commercial telephone solicitations; and/or b) lived in Washington State and received from Sprint one or more commercial telephone solicitations less than one year after advising Sprint or its agents that you did not wish to be called again by Sprint; and/or c) lived in the United States and received from Sprint one or more commercial telephone solicitations more than 30 days after advising Sprint that you did not wish to be called again by Sprint. For purposes of this Claim Form, a pre-recorded message means a message left by an automatic dialing and announcing device, and a commercial solicitation is an unsolicited initiation of a conversation for the purpose of encouraging a person to purchase property, goods or services. For complete class definitions or more information about the Settlement, please refer to the Notice of Class Action Settlement and Fairness Hearing, the Settlement Agreement and other Settlement-related documents, which are available at www.PalmerSolicitationCallSettlement.com or by calling 1 (800) 465-4481. You may also complete and submit the Claim Form online at www.PalmerSolicitationCallSettlement.com/claim.

Para ver este aviso en español, visite www.PalmerSolicitationCallSettlement.com o llame 1 (800) 465-4481.

If you believe that you are a Class Member and that you are entitled to claim a benefit, please COMPLETELY AND ACCURATELY complete this Claim Form. You must also sign and date the Claim Form.

If the person executing the Claim Form and Release is acting in a representative capacity because the Class Member is incapacitated, the Claim Form must be accompanied by a statement or other documentation affirming the authority of that person to act on behalf of, and to bind, the Class Member.

Submission to the Jurisdiction of the Court.

By signing and submitting this Claim Form and Release under the terms of the Settlement described in the Notice of Class Action Settlement and Fairness Hearing that you received, you submit to the jurisdiction of the Court with respect to your claim as a Class Member for purposes of enforcing the Released Claims set forth in the Settlement Agreement. The full and precise terms of the Settlement are contained in the Settlement Agreement filed with the Court, which is available online at www.PalmerSolicitationCallSettlement.com/court. You acknowledge that you are bound by and subject to the terms of any order of dismissal or judgment that may be entered in this class action.

QUESTIONS? VISIT WWW.PALMERSOLICITATIONCALLSETTLEMENT.COM OR CALL TOLL-FREE 1 (800) 465-4481



THIS CLAIM FORM MUST BE COMPLETED AND POSTMARKED NO LATER THAN _____

I. CLAIMANT INFORMATION

1. Current or former Sprint mobile number: _____

2. Sprint Account Number (If available): _____

II. CLAIM INFORMATION

Check all that apply:

1. At any time from July 23, 2005 through _____ [PAO date], I was a Sprint customer, lived in Washington State and received from Sprint one or more pre-recorded telephone messages containing a commercial solicitation.

Approximate date(s) of pre-recorded commercial telephone solicitation(s): _____

Total number of pre-recorded commercial solicitation messages received: _____

2. At any time from July 23, 2005 through _____ [PAO date], I was a Sprint customer, lived in Washington State and received from Sprint one or more commercial telephone solicitations less than one year after advising Sprint that I did not wish to be called again by Sprint.

Approximate date(s) of request(s) made to Sprint not to be called again: _____

Approximate date(s) of commercial telephone solicitation(s) by Sprint: _____

Total number of commercial telephone solicitations received less than one year after making a request to Sprint not to call again: _____

3. At any time from July 23, 2005 through _____ [PAO date], I was a Sprint customer, and received from Sprint one or more commercial telephone solicitations more than 30 days after advising Sprint that I did not wish to be called again by Sprint.

Approximate date(s) of request(s) made to Sprint not to be called again: _____

Approximate date(s) of commercial telephone solicitation(s) by Sprint: _____

Total number of commercial telephone solicitations received more than 30 days after advising Sprint: _____

I DECLARE UNDER PENALTY OF PERJURY THAT THIS INFORMATION IS TRUE AND CORRECT.

Dated

Signature

Print

QUESTIONS? VISIT WWW.PALMERSOLICITATIONCALLSETTLEMENT.COM OR CALL TOLL-FREE 1 (800) 465-4481

EXHIBIT 2

The Honorable James L. Robart

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SANDRA L. PALMER,

Plaintiff,

v.

SPRINT SOLUTIONS, INC.

Defendant.

CIVIL ACTION No. 09-cv-01211 JLR

[PROPOSED] PRELIMINARY APPROVAL
AND SCHEDULING ORDER

Note On Motion Calendar: _____, 2011

THIS MATTER came before the Court for consideration of the Joint Motion for Preliminary Approval of Proposed Class Action Settlement ("Joint Motion") made by plaintiff Sandra Palmer ("Plaintiff") and defendant Sprint Solutions, Inc. ("Defendant" or "Sprint") (together, the "Parties"). The Court, having considered the Joint Motion, the declarations in support of the Joint Motion, the Settlement Agreement with its exhibits, and all other matters properly before the Court, hereby orders as follows:

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Court, for purposes of this Order, adopts the definitions set forth in the Settlement Agreement ("Agreement") attached as Exhibit A to the motion. All capitalized terms in this Order shall have the same meaning as in the Agreement.

2. The Court finds that the Agreement of the Parties was the result of serious, informed, non-collusive, and arms-length negotiations between competent counsel; that it falls within the range of reasonableness and possible approval; and that it treats all Class Members

1 fairly, and hereby grants preliminary approval of the Settlement Agreement, subject to final
2 approval to be considered at the Final Settlement Hearing as set forth below. Accordingly, the
3 Court also finds that notice of the proposed settlement, as set out in Section III below and in
4 Sections III.D and IV.C of the Joint Motion should be disseminated to the Class.

5 3. Except as otherwise agreed to by the Parties, all proceedings in this action shall be
6 stayed pending the occurrence of the Effective Date or termination of the Settlement Agreement
7 under Section XI of the Agreement, except as to proceedings relating to the Settlement
8 Agreement (including Plaintiffs' Counsel's request for attorneys' fees and costs).

9 **II. PROVISIONAL CERTIFICATION OF SETTLEMENT CLASSES**

10 4. Pursuant to the Settlement Agreement and for purposes of this settlement only,
11 the Court provisionally certifies the following Settlement Classes pursuant to Fed. R. Civ. P.
12 23(a) and (b)(3):

- 13 a. Individual, non-government, and non-business Sprint customers from
14 July 23, 2005 to the date the Court grants preliminary approval of this
15 settlement who, while Sprint customers, resided in Washington State
16 and received from Sprint directly or from its agents one or more
17 commercial telephone solicitations that used an automatic dialing and
18 announcing device. This subclass does not include Sprint employees.
- 19 b. Individual, non-government, and non-business Sprint customers from
20 July 23, 2005 to the date the Court grants preliminary approval of this
21 settlement who, while Sprint customers, resided in Washington State
22 and received from Sprint directly or from its agents one or more
23 commercial telephone solicitations less than one year after advising
24 Sprint or its agent that he or she did not wish to be called again by
25 Sprint. This subclass does not include Sprint employees.
- 26 c. Individual, non-government, and non-business Sprint customers from
July 23, 2005 to the date the Court grants preliminary approval of this
settlement who, while Sprint customers, resided in the United States and
received from Sprint directly or from its agents one or more commercial
telephone solicitations more than 30 days after making a Sprint-specific
internal Do Not Call request by advising Sprint or its agent that he or
she did not wish to be called again by Sprint. This subclass does not
include Sprint employees.

5. Notwithstanding this certification, the Defendants and its Related Parties, Class
Members who timely and properly request exclusion, and the Judge to whom this case is
assigned and any immediate family members there of shall be excluded.

1 6. This provisional certification is effective and binding only with respect to
2 proceedings related to or encompassed by the Settlement Agreement. If the Settlement
3 Agreement terminates for any reason, this provisional certification shall be vacated and the
4 Action shall revert to the status with respect to class certification that existed before execution of
5 the Settlement Agreement. In such event, Defendant's stipulation to certification of this class in
6 conjunction with the Settlement Agreement and Joint Motion shall not be construed as or raise
7 any presumption or inference of a concession or admission as to the propriety of certification of
8 this class or any other.

9 7. For purposes of the settlement of this action (and only for such purposes and
10 without an adjudication on the merits), the Court preliminary makes the following findings under
11 the Federal Rules of Civil Procedure, the United States Constitution and the Rules of the Court,
12 finding that the elements for FRCP 23(a) and well as 23(b)(3) are satisfied.

13 (a) Each Class consists of up to thousands of Class Members. One class includes
14 persons throughout the United States. It would be impracticable to join thousands of individuals
15 from all over Washington State and the United States

16 (b) In each Class, there are several questions of fact and law common to Class
17 Members. For the subclass described in 4(a) above: (1) whether the message in question was a
18 commercial solicitation, (2) whether the solicitations violated Washington law, and (3) whether
19 applicable Washington law is preempted by the federal TCPA. For the subclass described in
20 4(b) above, involving claims by Washington State residents under the Washington Telephone
21 Solicitation Act: (1) whether an individual had requested that calls not be made, (2) whether
22 further calls were made to the individual, (3) how many calls were made in the 12-month period
23 following a request not to be called, and (4) whether the calls made were for purposes of
24 solicitation. For the subclass described in 4(c) above: (1) whether and how many calls were
25 made to the class member after asking to be on Sprint's internal Do Not Call list, (2) whether the
26 class member had in fact requested that Sprint not call them for telemarketing purposes, and
(3) whether the calls were made more than 30 days after the individual made the request.

1 All of these questions of law and fact are common to members of the classes and Fed. R.
2 Civ. Pro 23(a)(2)'s commonality requirement is fully satisfied

3 (c) In each Class, the claims of the named Plaintiff are typical of the Class. The pre-
4 recorded message she claims she received was identical to a message received by other members
5 of the subclass. Also, her claims that she asked Sprint or its agent to not call her again and
6 within one year of that request received further calls, including some she received more than 30
7 days after she requested that she not be called again, are typical of the Class.

8 (d) Plaintiff and her counsel will fairly and adequately protect the interests of the
9 classes. Plaintiff is aware of the issues and facts that are the basis of the class claims, has
10 cooperated in providing discovery responses as requested by Sprint, was deposed by Sprint, and
11 participated in the mediation. Plaintiff's counsel have diligently pursued her claims and are
12 experienced attorneys in class action litigation, particularly in the area of claimed violations of
13 the Telephone Consumer Protection Act and its Washington State counterparts.

14 (e) In each Class, the resolution of this Action in the manner proposed by the
15 Agreement is superior to other available methods for a fair and efficient adjudication of the
16 action and common problems predominate over individual issues. Class Members do not have
17 interests in individually controlling the prosecution of separate actions, there is no other
18 litigation pending concerning the controversy, it is desirable to concentrate the litigation of the
19 claims in this forum, and management of this class action will be both efficient and effective.

20 8. In making these findings, the Court has considered: (a) the interests of the Class
21 Members in individually controlling the prosecution of the defense or defense of separate
22 actions; (b) the impracticability or inefficiency of prosecuting or defending separate actions;
23 (c) the extent and nature of any litigation concerning these claims already commenced; and
24 (d) the desirability of concentrating the litigation of the claims in a particular forum.

25 **III. APPROVING CLASS NOTICE**

26 9. The Court approves the form of the Notice of Class Action and Fairness Hearing,
substantially in the forms of Exhibits 4 ("Notice") and 5 ("Long Form Notice") to the Settlement

1 Agreement. The Court also approves the means of notice described in Section D.2 of the
2 motion. The parties shall provide this notice to the Settlement Classes so that Notice is
3 completed by no more than 70 days after the date of this order.

4 10. The Court finds that these methods of giving notice and the forms of said notices
5 will constitute individual notice to Class Members who are identifiable using reasonable efforts
6 and is the best notice practicable under the circumstances to members of the Class Members who
7 are not individually identifiable using reasonable efforts. The Court also finds that this notice
8 plan will fully comply with Fed. R. Civ. Pro. 23 and due process requirements of the Washington
9 State Constitution and United States Constitution.

10 11. The universe within which Class Members can be found consists of all current
11 and former Sprint customers since July 23, 2005. With limited exceptions, individual Class
12 Members themselves cannot be identified. The Parties will therefore give notice to the Class
13 Members by a combination of individual notice and publication.

14 11.1 Sprint will send individual notice to all current Sprint accounts as an insert
15 in the monthly billing statement or as an electronic document as part of the monthly on-
16 line statement. The Parties also will send notice by email to approximately 5.9 million
17 former Sprint accounts. Finally, the Parties will individually notify the seven potential
18 Class Members who are former customers and who Sprint has identified as a result of its
19 customer relations activities, as well as the Class Members identified by Sprint's vendor,
20 Stream.

21 11.2 The Parties will publish notice under a comprehensive plan designed by
22 the Garden City Group as detailed in the Declaration of Jeanne Finegan. This publication
23 plan in combination with the direct mail and email efforts is designed to reach 77% of the
24 potential universe within which Class Members may be found in this case.

25 11.3 The proposed content of the mailed and published notice is attached to the
26 Settlement Agreement as Exhibit 4. The Notice will refer potential claimants to a
website where they can review a more detailed notice (attached as Exhibit 5). The

1 dedicated settlement website will summarize the settlement in plain language and identify
2 the deadlines for opting out or objecting. The website will post the Long Form Notice,
3 which explains the settlement, the nature of the release involved, identifies Class Counsel
4 and the Class Representative, the fees sought, the payments that will be made to Class
5 Members, and the deadlines and procedures for opting out and objecting. A dedicated
6 toll-free number will also be available for Class Members who want additional
7 information or who cannot or prefer not to access the website where they can request
8 more information, the Long Form Notice, and a claim form.

9 **IV. PAYMENT OF CLAIMS**

10 12. As set forth in the Settlement Agreement, in the event Class Members timely file
11 a valid claim no later than 30 days after _____, __, 2011, the date scheduled for the
12 Final Settlement Hearing, those with claims described in subclasses (a) and (c) above will
13 receive up to \$2000 and may receive less than \$500 per incident; those with claims described in
14 subclass (b) will receive up to \$400 and may receive less than \$100 per incident.

15 **V. REQUESTS FOR EXCLUSION**

16 13. Class Members may opt-out from the Settlement by sending written notice by
17 U.S. mail in accordance with the Agreement of their intent to be excluded to the Claims
18 Administrator no later than _____, 2011, which is 30 days before the Final Settlement
19 Hearing is scheduled. The date of a request for exclusion from the settlement shall be the post-
20 marked date of the request.

21 14. All persons who submit valid requests for exclusion shall have no rights under the
22 Settlement Agreement. All Class Members who do not request exclusion shall be bound by this
23 Court's orders, including but not limited to the Judgment and Order of Final Approval.

24 **VI. FINAL SETTLEMENT HEARING DATE AND RIGHT TO OBJECT**

25 15. A Final Settlement Hearing will be held on _____, 2011, at _____ a.m.,
26 at the Federal Courthouse for the Western District of Washington, 700 Stewart Street, Seattle

1 WA 98101, at which time the Court will determine, among other matters, whether the
2 Settlement Agreement is fair, reasonable, and adequate. The Court may adjourn or continue the
3 Final Settlement Hearing without further notice to the Class.

4 16. Any member of the Classes who have not requested exclusion and who opposes
5 approval of the Settlement Agreement has a right to appear at the Final Settlement Hearing to
6 show why the Settlement Agreement should not be approved. Any Class Member who has not
7 requested exclusion and who wishes to object to the Settlement Agreement must file with the
8 Court and serve upon Plaintiff's counsel, who will provide copies thereof to Defendant's counsel,
9 a written notice of objection no later than _____, 2011, which is 30 days before the Final
10 Settlement Hearing. The notice of objection must contain the information identified in the
11 Settlement Agreement. Only Class Members who have filed and served timely complete notices
12 of objection will be entitled to be heard at the Final Settlement Hearing, unless the Court orders
13 otherwise.

14 17. Any attorneys hired by individual Class Members for purposes of objecting to the
15 Settlement shall file with the Clerk of the Court and serve on Class Counsel and Defendants'
16 counsel a notice of appearance not later than 21 days before the Final Settlement Hearing.

17 18. The Parties shall file any responses to objections no later than six (6) days before
18 the Final Settlement Hearing.

19 19. Any objector requesting access to the Parties' Confidential Information, as
20 governed by the Confidentiality Agreement in this matter shall agree to be bound by the
21 Confidentiality Agreement. Any Confidential Information identified and produced in this matter
22 shall remain protected Confidential Information under the applicable agreement.

23 **VII. APPOINTMENT OF COUNSEL AND CLASS REPRESENTATIVE**

24 20. The Court, upon consideration of: (i) the work counsel has done in identified and
25 investigating potential claims in the action; (ii) counsel's experience in handling class actions,
26 other complex litigation, and the claims of the type asserted in the action; (iii) counsel's
knowledge of the applicable law; (iv) the resources counsel will commit to representing the

1 class; (v) and other matters pertinent to counsel's ability to fairly and adequately represent the
 2 interest of the class, appoints the law firm of Williamson and Williams as Class Counsel to
 3 represent the Settlement Class. The Court also appoints Sandra Palmer as Class Representative.

4 VIII. OTHER PROVISIONS

5 21. Plaintiff and Defendant have agreed to settle the Action under the terms and
 6 conditions in the Agreement. It is understood and acknowledged that the Defendants have
 7 denied and still deny any liability, wrongdoing, and damages with respect to the matters alleged
 8 in the Action or settled in the Agreement. The Agreement is entered into as a compromise of
 9 disputed claims for the purposes of avoiding the uncertainty, costs, and delays of litigation. The
 10 settlement and Agreement is not and shall not be construed as an admission of liability,
 11 wrongdoing, or damages by Defendant or as evidence of the validity of any claims. Neither this
 12 Order, nor the Settlement Agreement, nor any of the terms, attachments, exhibits, or provisions
 13 thereto, nor any of the negotiations or proceedings connected with them, shall be referred to,
 14 offered as evidence, or received in evidence in any pending or future, civil, criminal, or
 15 administrative action or proceeding, except in a proceeding to enforce the Settlement Agreement.

16 22. Upon motion of the parties, the Court may, for good cause, extend any of the
 17 deadlines set forth in the Order without further notice to the Settlement Class.

18 23. Not later than ten (10) business days before the Final Settlement Hearing, the
 19 Parties shall submit memoranda in support of the Court granting final approval and Class
 20 Counsel a motion under Fed. R. Civ. P. 54(d)(2) in support of their request for attorneys' fees
 21 and costs.

22 24. The calculation of any periods of time in this Order shall be made as provided
 23 under Fed. R. Civ. P. 6(a).

24 SO ORDERED this _____ day of _____, 2011.

25
 26 _____
 THE HONORABLE JAMES L. ROBERT
 UNITED STATES DISTRICT JUDGE

1 Presented by:

2 WILLIAMSON & WILLIAMS

3 /s/ Rob Williamson

4 Rob Williamson, WSBA #11387

5 Kim Williams, WSBA #9077

6 17253 Agate Street NE

7 Bainbridge Island, WA. 98110

8 Phone: (206) 780-4457

9 roblin@williamslaw.com

10 kim@williamslaw.com

11 *Attorneys for Plaintiff Sandra Palmer*

12 PERKINS COIE LLP

13 Thomas L. Boeder, WSBA No. 408

14 Amanda J. Beane, WSBA No. 33070

15 Ryan T. Mrazik, WSBA No. 40526

16 Perkins Coie LLP

17 1201 Third Avenue, Suite 4800

18 Seattle, WA 98101-3099

19 Telephone: 206.359.8000

20 Facsimile: 206.359.9000

21 ABeane@perkinscoie.com

22 RMrazik@perkinscoie.com

23 Sarah J. Crooks, WSBA No. 35997

24 Perkins Coie LLP

25 1120 N.W. Couch Street, Tenth Floor

26 Portland, OR 97209-4128

Telephone: 503.727.2000

Facsimile: 503.727.2222

SCrooks@perkinscoie.com

Attorneys for Defendant Sprint Solutions, Inc.

EXHIBIT 3

THE HONORABLE JAMES L. ROBERT

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SANDRA PALMER,

Plaintiff,

v.

SPRINT SOLUTIONS, INC.

Defendant.

No. 09-cv-01211 JLR

[PROPOSED] JUDGMENT AND ORDER OF
FINAL APPROVAL

NOTE ON MOTION CALENDAR:
_____, 2011

THIS MATTER came before the Court on the Parties' Motion for Final Approval of the Settlement Agreement and for Entry of a Final Order and Judgment concluding this action.

The Court, having considered the arguments of the parties, the papers submitted in support thereof and objections thereto presented at the Final Settlement Hearing on _____, 2011, and all other matters properly before the Court, hereby ORDERS:

1. Except as specifically noted below, the Court for purposes of this Order adopts the definitions set forth in the Parties' Settlement Agreement, attached as Exhibit A to the Parties' Joint Motion for Preliminary Approval, Dkt No. __. All capitalized terms in this Order shall have the same meaning as in the Agreement.

[PROPOSED] JUDGMENT AND ORDER OF FINAL APPROVAL (No. 09-cv-01211 JLR) – 1

Perkins Cole LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

I. JURISDICTION

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to the Settlement Agreement, including all Class Members, except those who timely and validly requested exclusion under the Settlement Agreement.

II. FINAL CERTIFICATION OF CLASSES

3. The Classes, which the Court provisionally certified on _____, 2011, are hereby finally approved. They are:

a. Individual, non-government, and non-business Sprint customers from July 23, 2005 to the date the Court grants preliminary approval of this settlement who, while Sprint customers, resided in Washington State and received from Sprint directly or from its agents one or more commercial telephone solicitations that used an automatic dialing and announcing device. This subclass does not include Sprint employees.

b. Individual, non-government, and non-business Sprint customers from July 23, 2005 to the date the Court grants preliminary approval of this settlement who, while Sprint customers, resided in Washington State and received from Sprint directly or from its agents one or more commercial telephone solicitations less than one year after advising Sprint or its agent that he or she did not wish to be called again by Sprint. This subclass does not include Sprint employees.

c. Individual, non-government, and non-business Sprint customers from July 23, 2005 to the date the Court grants preliminary approval of this settlement who, while Sprint customers, resided in the United States and received from Sprint directly or from its agents one or more commercial telephone solicitations more than 30 days after making a Sprint-specific internal Do Not Call request by advising Sprint or its agent that he or she did not wish to be called again by Sprint. This subclass does not include Sprint employees.

1 4. A list of those Class Members who have timely and properly requested exclusion
2 from the Classes is appended to this Judgment and Order of Final Approval as Attachment A.
3
4 The Defendant, the Related Parties, and the Judge to whom this case is assigned and any
5
6 immediate family members thereof are also excluded.
7

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9 5. For purposes of the settlement of this action (and only for such purposes without
10 an adjudication of the merits), the Court finds that the requirement of the Federal Rules of Civil
11 Procedure, the United States Constitution, the Rules of this Court, and any other applicable laws
12 have been met. The Court finds:
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16 5.1 Each Class consists of up to thousands of Class Members from throughout
17 Washington State and the United States. The Class Members are so numerous that their joinder
18 before the Court would be impracticable.
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22 5.2 In each Class, there are several questions of fact and law common to Class
23 Members. For the subclass described in 3(a) above: whether the message in question was a
24 commercial solicitation, (2) whether the solicitations violated Washington law, (3) whether
25 applicable Washington law is preempted by the federal TCPA. For the subclass described in
26 3(b) above, involving claims by Washington state residents under the Washington Telephone
27 Solicitation Act: (1) whether an individual had requested that calls not be made; (2) whether
28 further calls were made to the individual; (3) how many calls were made in the 12-month period
29 following a request not to be called, and (4) whether the calls made were for purposes of
30 solicitation. For the subclass described in 3(c) above: (1) whether and how many calls were
31 made to the class member after asking to be on Sprint's internal Do Not Call list; (2) whether the
32 class member had in fact requested that Sprint not call them for telemarketing purposes; and
33 (3) whether the calls were made more than 30 days after the individual made the request. All of
34 these questions of law and fact are common to members of the Classes and FRCP 23(a)(2)'s
35 commonality requirement is fully satisfied
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1 5.3 In each Class, the claims of the named plaintiff are typical of the Class. The pre-
2 recorded message she claims she received was identical to a message received by other members
3 of the subclass. Also, her claims that she asked Sprint or its agent to not call her again and
4 within one year of that request received further calls, including some she received more than 30
5 days after she requested that she not be called again, are typical of the Class.
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10 5.4 Plaintiff and her counsel have fairly and adequately protected the interests of the
11 classes. Plaintiff was aware of the issues and facts that are the basis of the class claims,
12 cooperated in providing discovery responses as requested by Sprint, was deposed by Sprint, and
13 participated in the mediation. Plaintiff's counsel diligently pursued her claims and is experienced
14 in class action litigation, particularly in the area of claimed violations of the Telephone
15 Consumer Protection Act and its Washington State counterparts.
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22 5.5 In each Class, the resolution of this action in the manner proposed in the
23 Agreement is superior to other available methods for a fair and efficient adjudication of the
24 action and the common issues predominate over individual issues. Class members do not have
25 interests in individually controlling the prosecution of separate actions, there is no other
26 litigation pending concerning the controversy, it is desirable to concentrate the litigation of the
27 claims in this forum, and management of this class action will be both efficient and effective.
28 Class treatment will facilitate the resolution of all Class Members' claims. The Claims
29 Administration process will identify and resolve complaints without burdening the courts or
30 regulators and will provide a substantial benefit to Class Members. The use of the class action
31 device will offer a more efficient and fair means of adjudicating the claims at issue, conserve
32 judicial resources, and promote consistency and efficacy of adjudication by avoiding multiple
33 individual suits or piecemeal litigation.
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46 6. In making these findings, the Court has considered: (a) the interests of the Class
47 Members in individually controlling the prosecution of the defense or defense of separate
48 actions; (b) the impracticability or inefficiency of prosecuting or defending separate actions;
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- 1 (c) the extent and nature of any litigation concerning these claims already commenced; and
2
3 (d) the desirability of concentrating the litigation of the claims in a particular forum.
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5 **III. FINAL APPROVAL OF NOTICE**
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7 7. The Notice of Provisional Class Certification and of Preliminary Approval of the
8 Settlement given pursuant to the Court's preliminary order of approval, dated _____,
9 2011, Dkt # __ fully complied with Fed. R. Civ. P. 23 (b)(2)(B) and 23(e)(1)(B), the Washington
10 State Constitution, and the United States Constitution.
11

12 8. The form and means of this Notice provided individual notice to all Class
13 Members who were individually identifiable with reasonable efforts and provided the best notice
14 practicable under the circumstances to all other potential members of the Classes.
15

16 9. The means of notice were reasonably calculated, under the circumstances, to
17 apprise Class Members of (i) the pendency of this class action, (ii) their right to exclude
18 themselves from the proposed settlement, (iii) their right to object to any aspect of the proposed
19 settlement (including final certification of the settlement class; the fairness, reasonableness or
20 adequacy of the proposed settlement; the adequacy of the Class's representation by Plaintiff or
21 Class Counsel, and the award of attorneys fees and costs and the award to the Class
22 Representative); (iv) if they did not exclude themselves from the Class, their right to appear and
23 the Final Settlement Hearing (either on their own or through counsel); and (v) the binding effect
24 of the orders and Final Order and Judgment in this action, whether favorable or unfavorable, on
25 all persons who do not request exclusion from the Class.
26

27 10. The means of notice were reasonable and constitute due, adequate, and sufficient
28 notice to all persons entitled to be provided with notice.
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30 11. The Parties have complied with the necessary notice under the Class Action
31 Fairness Act, 28 U.S.C. § 1712.
32

IV. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

12. The agreement of the Parties set forth in the Settlement Agreement, attached as Exhibit A to the Parties' Joint Motion for Preliminary Approval, is now hereby approved as fair, reasonable, and adequate to all Class Members, pursuant to the Federal Rules of Civil Procedure, the United States Constitution, the Washington State Constitution, and any other applicable laws.

13. The Court finds this based on the following factors: (i) there was no fraud or collusion underlying the settlement and it was reached after good faith and arms-length negotiations, warrant a presumption in favor of approval; (ii) the complexity, expense, and likely duration of the litigation favors settlement, which provides meaningful benefits on a much shorter timeline and less expensive basis than otherwise possible; (iii) the Parties had developed a sufficient factual records to evaluate their chances of success at trial and the proposed settlement; (iv) the participation of Class Counsel, who are skilled in class action litigation such as this and the Plaintiff, who participated in the litigation, support approval; (v) the settlement provide meaningful relief to Class Members; and (vi) the positive response of the Class, as seen in a very small number of opt-outs and objections, favors final approval.

14. The Court has considered any objections and hereby overrules any objections.

15. In accordance with this Final Approval, the Court directs the Claims Administrator to administer the Claims according to Section X of the Settlement Agreement and the Payment Protocol, which is attached as Exhibit 7 to the Settlement Agreement.

16. The Court also directs the Parties, to the extent they have not already done so, to fund the Escrow Account in accordance with the terms of the Settlement Agreement.

V. AWARD OF ATTORNEYS' FEES AND INCENTIVE PAYMENT

17. Pursuant to the Plaintiff's Motion for Attorneys Fees and Costs, the Court hereby approves an award of Class Counsel attorneys' fees and costs of \$_____ to be paid in the manner provided in the Settlement Agreement. This award is not a liability of Defendant except

1 as provided in the Settlement Agreement. The Defendant and the Class Representative shall
2 assume responsibility for their own attorney's fees, expenses, and costs, except for this award.
3

4 18. The Court further hereby approves an incentive payment of \$_____ to the
5 Plaintiff to be paid as provided in the Settlement Agreement. This payment is not a liability of
6 Defendant except as provided in the Settlement Agreement.
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11 **VI. DISMISSAL AND BARRING OF CLAIMS**

12 19. This Action is hereby dismissed on the merits and with prejudice and the Release
13 contained in the Agreement is effective as of the date of this Final Order and Judgment and
14 forever discharges the Released Parties from the Released Claims.
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18 20. All Class Members, except those who timely and validly requested exclusion, are
19 bound by this Order and are forever barred from instituting, maintaining, or prosecuting any of
20 the Released Claims against the Defendant or its Related Parties. The Class Representative,
21 Class Members, and their Related Parties, without any further action, fully, finally and forever
22 release, relinquish, and discharge the Released Parties from the Released Claims, and without
23 limiting the breadth of this release, the Class Members and their Related Parties who did not
24 validly request exclusion from the Class, regardless of whether the Class Members received a
25 payment from the Common Fund or execute and deliver the Claim Form and Release, on behalf
26 of themselves and their Related Parties, without any further action, have fully, finally, and
27 forever released, relinquished, and discharged the Released Party from the Released Claims and,
28 by operation of the Judgment, all of the Released Claims that any Releasing Party has or had
29 against the Released Party shall be dismissed with prejudice.
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42 21. Neither the Settlement Agreement, nor any of its attachments, terms, or
43 provisions, nor any document executed pursuant to it, nor any other act taken to negotiate or
44 carry it out, shall be construed as or raise any presumption or inference of a concession or
45 admission, or a waiver of any right, claim, or defense of any party to it or any Class Member,
46 except insofar as such rights, claims, or defenses are expressly released or discharged by this
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[PROPOSED] JUDGMENT AND ORDER
OF FINAL APPROVAL (No. 09-cv-01211 JLR) – 7

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

1 Order. The Agreement shall have no precedential, collateral estoppel, statute of limitations or
2
3 *res judicata* effect against Defendant (or its respective Related Parties) in any matter or
4
5 proceeding other than this Action or in a proceeding involving an effort to enforce the Settlement
6
7 Agreement, including, but not limited, an effort to enforce the release of the Released Claims.

8
9 22. Neither the Settlement Agreement, nor any of its attachments, terms, or
10
11 provisions, nor any document executed pursuant to it, nor any other act taken to negotiate it or
12
13 carry it out shall be referred to, offered as evidence, or received in evidence in any pending or
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15 future civil, criminal, or administrative action or proceeding, except in any proceeding to enforce
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17 the terms of the Settlement Agreement.

18
19 **VII. RETENTION OF JURISDICTION**

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21 23. The Court retains continuing and exclusive jurisdiction over the Parties to the
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23 Settlement, including all Class Members, for purposes of supervising the implementation,
24
25 enforcement, construction, and interpretation of the Settlement Agreement. This does not affect,
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27 in any way, the finalization of this Final Order and Judgment.

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29 **VIII. ENTRY OF JUDGMENT**

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31 24. This is a final judgment disposing of all claims and parties. The Court directs the
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33 Clerk to immediately enter this Final Order and Judgment.

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37 DATED this _____ day of _____, 2011.

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43 THE HONORABLE JAMES L. ROBERT
44 United States District Judge
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1 Presented by:
2

3 s/ Rob Williamson
4

5 Rob Williamson, WSBA #11387

6 Kim Williams, WSBA #9077

7 **Williamson & Williams**

8 17253 Agate Street NE

9 Bainbridge Island, WA. 98110

10 Phone: (206) 780-4457

11 roblin@williamslaw.com

12 kim@williamslaw.com

13 *Attorneys for Plaintiff*

14 *Sandra Palmer*
15
16
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19 s/ Amanda J. Beane

20 Thomas L. Boeder, WSBA No. 408

21 Amanda J. Beane, WSBA No. 33070

22 Ryan T. Mrazik, WSBA No. 40526

23 **Perkins Coie LLP**

24 1201 Third Avenue, Suite 4800

25 Seattle, WA 98101-3099

26 Telephone: 206.359.8000

27 Facsimile: 206.359.9000

28 TBoeder@perkinscoie.com

29 ABeane@perkinscoie.com

30 RMrazik@perkinscoie.com
31

32 Sarah J. Crooks, WSBA No. 35997

33 **Perkins Coie LLP**

34 1120 N.W. Couch Street, Tenth Floor

35 Portland, OR 97209-4128

36 Telephone: 503.727.2000

37 Facsimile: 503.727.2222

38 SCrooks@perkinscoie.com
39

40 *Attorneys for Defendant*

41 *Sprint Solutions, Inc.*
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[PROPOSED] JUDGMENT AND ORDER
OF FINAL APPROVAL (No. 09-cv-01211 JLR) - 9

Perkins Coie LLP
1201 Third Avenue, Suite 4800
Seattle, WA 98101-3099
Phone: 206.359.8000
Fax: 206.359.9000

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ATTACHMENT 1

[Spreadsheet of names requesting exclusion]

EXHIBIT 4

LEGAL NOTICE

A pending Settlement concerning auto dialing and telephone solicitations to current and former Sprint customers could affect your rights.

Para ver este aviso en español, visite www.PalmerSolicitationCallSettlement.com o llame 1-800-465-4481

Subject to Court approval, a proposed Settlement has been reached in a class action lawsuit against Sprint Solutions, Inc. ("Sprint").

The case is known as Sandra L. Palmer v. Sprint Solutions, Inc., U.S. District Court, Western District of Washington ("Court"), No. 09-cv-01211-JLR.

Who is a Class Member?

You may be a Class Member if, you were an individual Sprint customer, on or after July 23, 2005 through ____ [PAO date] who while a customer received a commercial telephone solicitation call from Sprint when you either: (a) lived in Washington State and were called using an automatic dialing and announcing device; (b) lived in Washington State and were called less than one year after asking not to receive Sprint solicitation calls; or (c) lived in the U.S. and were called more than 30 days after you asked not to receive Sprint solicitation calls. The class exists only as a part of the Settlement. If the Settlement is not ultimately approved by the Court, the class will no longer exist. The litigation between Ms. Palmer and Sprint will return to the way it was before the Settlement.

What are the benefits?

Sprint has agreed to pay \$5.5 million into a Settlement Fund ("Fund"). Eligible Class Members with qualified claims will receive a *percentage share of* money, out of the Settlement Fund, based on the number of valid and timely claims, as described in further detail in the Settlement Agreement. Settlement benefits range from \$100-\$500 per call up to \$400-\$2,000 for each category, with a maximum not to exceed \$4,400, but you may receive less after deductions from the Fund and percentage reductions depending on the number of qualified claims. It is not possible to predict how much money you will get until all claims have been submitted and after other deductions from the Fund as described below. Detailed information about the Settlement benefits can be obtained by calling the toll-free number or visiting the website below. Sprint has also agreed to replace its current pre-recorded message, heard when a consumer calls the telephone number provided in a pre-recorded identification message with an agreed version.

What are your rights?

If eligible, you may get money. Submit a Claim Form postmarked or filed online by Month Day, 2011, to Palmer Solicitation Call Settlement, c/o GCG, Inc., P.O. Box 9713, Dublin, OH 43017-5613.

Exclude yourself from the lawsuit and keep your individual right to sue Sprint, by sending a written request for exclusion to the Claims Administrator postmarked by Month Day, 2011. If you do not exclude yourself, you will be bound by the terms of the Settlement and lose your right to sue regarding the settled claims. You may speak to your own attorney at your own expense for help.

Do not exclude yourself. You or your lawyer has the right to appear before the Court and object to the Settlement including the request for attorneys' fees at your expense. Written objections must be filed and received by Month Day, 2011. You will be bound by the terms of the Settlement even if your objection is rejected.

Do nothing. You will not receive money and will lose the right to sue regarding the settled claims. You will be considered part of the Settlement Class, and bound by the Court's decisions.

The Court will determine whether to approve the Settlement at a Fairness Hearing on Month, Day, 2011 at [Time] at the [_____] Court, [address], City and State. Class Counsel will also request that the Court approve their attorneys' fees and costs in an amount not to exceed 30% of the Fund (or \$1,650,000) as well as a service award to the Class Representative of \$20,000. Class counsel shall file with the Court and post to the website their motion for approval of their fees and the Class Representative fee no later than Month, Day, 2011. All of these amounts will be paid from the Fund, along with the costs of notice and administration. You may ask to appear at the hearing, but you don't have to.

Who represents you?

The Court has appointed Williamson & Williams as Class Counsel.

This is a summary. Please visit the web site below, or call the toll free number, for more information.

www.PalmerSolicitationCallSettlement.com

1-800-465-4481

EXHIBIT 5

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

Legal Notice**A pending Settlement concerning auto dialing and telephone solicitations to current and former Sprint customers could affect your rights.**

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

Subject to Court approval, a proposed settlement has been reached in a class action lawsuit against Sprint Solutions, Inc. ("Sprint") for commercial solicitation telephone calls to the Class Representative and Class Members by Sprint. The lawsuit claims that the calls were made either to Washington State residents using an automatic dialing and announcing device, or that consumers were called after they asked Sprint not to receive solicitation calls from Sprint (the "Settlement"). Sprint denies they did anything wrong. However, Sprint has agreed to settle the lawsuit to avoid the burden and cost of further litigation.

Sprint has agreed to pay \$5.5 million into a Settlement Fund (the "Fund"). Eligible Class Members who file qualified claims will receive money, which may be paid based on the total number of people who file a claim. In addition, the Fund will also be used to pay Class Counsel's Court-awarded attorneys' fees and costs, a service award to the Class Representative, and all costs of notice and claims administration.

Sprint also has agreed to change a message customers hear if they choose to call Sprint in response to a pre-recorded message which identifies Sprint as having called for promotional purposes, so that this message will be identical in language and meaning to one referenced in the Settlement.

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<u>You May:</u>	<u>Summary:</u>	<u>Due Date:</u>
Submit a Claim Form	This is the only way to receive a monetary award, if you are eligible.	Month Date, 2011
Ask to be Excluded	You may get out, or opt out of the Settlement and you will not be eligible for any benefits. You keep your right to sue on your own regarding any claims that are part of the Settlement.	Month Date, 2011
Submit an Objection	You may write to the Court and explain why you disagree with the Settlement. You may appear and speak at the Final Settlement Hearing on your own or through your own lawyer to object to or comment on the Settlement.	Month Date, 2011
Do Nothing	You will not receive any benefits under the Settlement. You will receive no money. You will give up your right to sue on your own regarding any claims that are part of the Settlement.	N/A

**THESE RIGHTS – AND THE DEADLINES TO EXERCISE THEM
ARE EXPLAINED BELOW.**

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BASIC INFORMATION

1. Why is Notice being provided?

The parties are providing this Notice to inform potential Class Members about the proposed Settlement of this class action lawsuit before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, and what benefits are available. It also explains who is eligible for those benefits, and how to receive them. If the Settlement is approved, the benefits explained in this Notice will be provided to Class Members.

Judge James L. Robart of the United States District Court for the Western District of Washington is overseeing this class action. The case is known as Sandra L. Palmer v. Sprint Solutions, Inc., No. 09-cv-01211-JLR.

2. What is a class action and who is involved?

In a class action lawsuit, one or more persons, called “Class Representatives,” sue on behalf of people who have similar claims. The people together are called the “Class” or “Class Members.” In this class action, the Class Representative, through Class Counsel, has reached the proposed Settlement with Sprint. The Court has allowed, or “certified,” this matter to proceed as a class action solely for purposes of the Settlement. All decisions that the Court makes concerning the Settlement will affect all of the Class Members. The class exists only as a part of the Settlement. If the Settlement is not ultimately approved by the Court, the class will no longer exist. The litigation between Ms. Palmer and Sprint will return to the way it was before the Settlement.

3. What is this lawsuit about?

The lawsuit claims that commercial telephone solicitation calls were made to the Class Representative and those Class Members who are residents of Washington State using an automatic dialing and announcing device. The lawsuit also claims that commercial telephone solicitation calls were made to the Class Representative and Class Members who are residents of the United States after they requested not to receive solicitation calls from Sprint. The Class Representative says that the telephone calls violate the federal Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”), Washington’s Automatic Dialing and Announcing Device statute, Wash. Rev. Code § 80.36.400, *et seq.* (“WADAD”), and Washington’s Consumer Protection Act, Wash. Rev. Code § 19.86 *et seq.* (“WCPA”).

Under the WADAD, an “automatic dialing and announcing device” is a device which automatically dials telephone numbers and plays a recorded message once a connection is made. “Commercial solicitation” means the uninvited telephone call to encourage a person to buy property, goods, or services.

Sprint denies they did anything wrong. However Sprint has agreed to settle to avoid the burden and cost of further litigation.

4. Why is there a Settlement?

The Court has not decided who is right or who is wrong in this case. The Class Representative and Class Counsel believe that the claims made in the action have merit but that the Settlement is in the best interests of the Settlement Class. Class Counsel has reviewed and evaluated the information made available in the course of the action and settlement negotiations. Class Counsel has taken into account the risks and uncertainties of continuing with the action. Those risks include the uncertainty of winning based on the merits, proving substantial damages at trial, and prevailing on post-trial motions, and likely appeals. Based on the consideration of these factors, and on the substantial time and expense that will be incurred, Class Counsel believe that the Settlement provides for a fair, efficient, and speedy resolution of the claims made by Class Members against Sprint, and provides significant benefits to Class Members.

This Settlement does not mean that any court has found or would have found that Sprint violated the law or that the Settlement Class would have recovered any amount of damages if the action was not settled.

WHO IS INCLUDED IN THE SETTLEMENT?

To find out if you are entitled to benefits from this Settlement, you must first determine if you are a Class Member.

5. Am I a Class Member?

The Settlement Class includes current or former individual, non-government and non-business Sprint customers who, while a customer, at any time after July 23, 2005 through _____:

- a. Lived in Washington State and received from Sprint directly or from its agents one or more commercial telephone solicitations that used an automatic dialing and announcing device; and/or
- b. Lived in Washington State and received from Sprint directly or from its agents one or more commercial telephone solicitations less than one year after advising Sprint or its agents that he or she did not wish to be called again by Sprint; and/or
- c. Lived in the United States and received from Sprint directly or from its agents one or more commercial telephone solicitations more than 30 days after advising Sprint or its agents that he or she did not wish to be called again by Sprint.

Excluded from the Settlement Class is any individual customer who is also an employee of Sprint or its agents, and all persons who validly request exclusion from the Settlement Class.

All persons in the Settlement Class who do not submit a valid exclusion will be bound by all determinations and judgments in the action and are considered "Class Members."

THE TERMS OF THE PROPOSED SETTLEMENT

This Notice provides a summary of some, but not all, of the terms of the Settlement. **The entire contents of the Settlement Agreement are posted on the Settlement website, www.PalmerSolicitationCallSettlement.com.** To take effect, the Settlement Agreement must be approved by the Court.

6. What benefits does the Settlement provide?

Sprint has agreed to pay \$5.5 million into the Fund. The Fund will be used to pay costs associated with notice, administering claims, plaintiff's attorneys' fees and costs, and a payment to the Class Representative. Furthermore, eligible Class Members with qualified claims who submit an approved claim form will receive a percentage share of money from the Settlement Fund, based on the number of valid and timely claims, as described further in the Settlement Agreement. The Settlement Agreement is available for review online at www.PalmerSolicitationCallSettlement.com. It is not possible to predict how much money you will get until all claims have been submitted and after other deductions from the Fund. Each Class Member with claims described in 5(a) above could receive up to \$500 per incident with a maximum of \$2,000 and may receive less. Each Class Member with claims described in 5(b) above could receive up to \$100 per incident with a maximum of \$400 and may receive less. Each Class Member with claims described in 5(c) above could receive up to \$500 per incident with a maximum of \$2,000 and may receive less. Class Members with valid claims in 5(a), 5(b) and 5(c) above could receive up to a maximum amount not to exceed \$4,400, subject to the above deductions and percentage reductions depending on the number of valid claims, which could result in Class Members receiving less. Any money left over after paying valid claims will go to a Charitable (CyPres) Fund. That fund is the Equal Justice Coalition.

Sprint also has agreed to discontinue using the current version of the pre-recorded identification message a consumer hears when calling Sprint's toll-free number left by Sprint or its agents by the automatic dialing

and announcing device, and to replace it with a message identical in language and meaning to one referenced in the Settlement.

7. Are the Settlement benefits available now?

No. These benefits will become available at a date in the future, set by the Court, if the Court grants its final approval of the Settlement and any appeals that may be filed are resolved. There is no guarantee that money or benefits will ever be distributed. However, if you want to participate in the Settlement, you must submit a Claim Form. You may complete a Claim Form online at www.PalmerSolicitationCallSettlement.com or you may contact the Claims Administrator by telephone at 1(800)465-4481 to request that a Claim Form be mailed to you. The deadline to submit a Claim Form is MONTH DAY, 2011.

YOUR RIGHTS AND OPTIONS

You need to decide whether or not to participate in the Settlement.

8. What happens if I do nothing at all?

If you do nothing before the deadline described in this Notice, you will not receive any money or benefits under the Settlement. You will lose the right to sue Sprint regarding any issues relating to this action. You will be considered part of the Settlement Class, and all of the Court's orders will apply to you and legally bind you. Therefore, in order to receive *any benefit* from the Settlement, you must submit a valid Claim Form by mail, postmarked by MONTH DAY, 2011, or online. The Claim Form must be postmarked or received by the Claims Administrator by MONTH DAY, 2011. Claim Forms may be completed online at www.PalmerSolicitationCallSettlement.com or requested by calling 1(800)465-4481.

9. If I remain in the Settlement Class, what rights am I giving up?

If you remain in the Settlement Class, you give up your right to sue in court or arbitration or be part of any other lawsuit or arbitration against Sprint or its agents regarding any issues relating to the settled claims. Additionally, all of the Court's orders will apply to you and legally bind you. You will release Sprint and its Related Parties as defined in the Settlement Agreement, which includes the company's subsidiaries and affiliates from the released claims. The terms of the release and more information on what are the released claims are set forth in the Settlement Agreement, which is available for review online at www.PalmerSolicitationCallSettlement.com.

10. Why would I ask to get out and be excluded?

You may want to exclude yourself from the Settlement Class if you already have filed (or intend to file) a lawsuit or arbitration against Sprint or its agents and want to continue that lawsuit or arbitration individually, on your own behalf. If you do not exclude yourself, you will be legally bound by all orders of the Court in this action regarding the Settlement Class and the Settlement. If the Court approves the Settlement, all of the settled claims will be released. All persons in the Settlement Class who do not ask to be excluded will be forever barred from asserting against the released parties any and all actions, claims, causes of action, proceedings, or rights of any nature and description whatsoever regarding the action, as more fully described in the Settlement Agreement.

11. How do I exclude myself from the Settlement Class?

You may exclude yourself ("opt-out") from the Settlement Class by sending a written letter to the Claims Administrator at Palmer Solicitation Call Settlement, c/o GCG, Inc., P.O. Box 9713, Dublin, OH 43017-5613 postmarked no later than MONTH DAY, 2011. Exclusion requests must: (a) be signed; (b) include your full name and address; and (c) include the following statement: "I/we request to be excluded from the Settlement Class in Sandra L. Palmer v. Sprint Solutions, Inc., U.S.D.C. W.D. Wash. Case No. 09-cv-01211-JLR." No request for exclusion will be valid unless all of the information described above is included.

You will **not** receive any money or other benefits from the Settlement if you exclude yourself.

QUESTIONS? VISIT WWW.PALMERSOLICITATIONCALLSETTLEMENT.COM OR CALL 1(800) 465-4481

12. Can I object to the Settlement?

Yes, but only if you do not exclude yourself from the Settlement Class. Objecting is simply telling the Court that you disagree with something about the Settlement, including the requested award of attorneys' fees. You will still be bound by all Court orders, even if your objection is rejected. All objections that are filed by MONTH DAY, 2011, will be considered prior to the Court's Final Settlement Hearing on MONTH DAY, 2011 at X:XX a.m./p.m. If you do not file an objection, you give up your right to appeal any Court order or judgment related to the Settlement.

Your objection must include: (a) a heading referring to the action as Sandra L. Palmer v. Sprint Solutions, Inc., U.S.D.C. W.D. Wash. Case No. 09-cv-01211-JLR; (b) a statement of the Class Member's specific objection(s) to any matter before the Court; (c) if the Class Member wants to appear at the Final Settlement Hearing, a statement that the Class Member intends to appear, and the grounds or specific reason(s) why the Class Member wants to appear and be heard; (d) any documents or statements the Class Member wants the Court to consider at the Final Settlement Hearing; and (e) if the Class Member is represented by counsel, the counsel's name, address, and telephone number (if a Class Member hires an attorney, the attorney must also file a Notice of Appearance with the Clerk of the Court and also deliver a copy to Class Counsel and Defendant's Counsel before the Objection Deadline).

You must file your objection with the Court and send it to all of the addresses below so it is filed and received by MONTH DAY, 2011.

<u>Court</u>	<u>Defense Counsel</u>	<u>Class Counsel</u>
Clerk of the Court U.S. District Court for the Western District of Washington 700 Stewart Street, Suite 2310 Seattle, WA 98101	Thomas L. Boeder Amanda J. Beane Ryan T. Mrazik Perkins Coie LLP 1201 Third Avenue, Suite 4800 Seattle, WA 98101-3099 Telephone: (206) 359-8000 Fax: (206) 359-9000	Kim Williams Rob Williamson Williamson & Williams 187 Parfitt Way SW, Suite 250 Bainbridge Island, WA 98110 Telephone: (206) 780-4447 Fax: (206) 780-5557

13. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Hearing on MONTH DAY, 2011 at X:XX a.m./p.m. at the U.S. District Court for the Western District of Washington, 700 Stewart Street, Seattle, WA 98101. At the Final Settlement Hearing, the Court will consider if the Settlement is fair, reasonable and adequate, and should be granted final approval. If there are objections, the Court will consider them. Class Counsel will also ask the Court for approval of their request for attorneys' fees and costs, and service award to the Class Representative. The Final Settlement Hearing may be rescheduled without further notice.

14. Do I have to attend the Final Settlement Hearing?

No. You do not have to go to the Final Settlement Hearing. Class Counsel will answer any questions the Court may have. If you submitted a written objection or comment, you do not have to come to the Final Settlement Hearing to talk about it. As long as you filed your written objection on time, the Court will consider it. However, you or your attorney may attend the hearing if you would like at your own expense.

15. May I speak at the Final Settlement Hearing?

Yes. You may speak at the Final Settlement Hearing, but only if you filed a written objection or comment as described above. Your objection must include a statement that you intend to appear and be heard at the Final Settlement Hearing. Be sure to include your name, address, telephone number, and your signature as well as a heading referring to the action as Sandra L. Palmer v. Sprint Solutions, Inc., U.S.D.C. W.D.

Wash. Case No. 09-cv-01211-JLR. You must also include some information about what you intend to say at the hearing and if you will be represented by a lawyer. You must also enter an appearance through an attorney hired at your own expense. You must send copies of your request to appear to all of the addresses listed in Question 12 above. It must be filed and received no later than MONTH DAY, 2011.

THE LAWYERS REPRESENTING YOU

16. Do Class Members have a lawyer in this case?

Yes. The Court appointed Williamson & Williams to represent you and the other Class Members. They are called "Class Counsel."

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire an attorney at your own expense to represent you and speak on your behalf.

18. How will Class Counsel and the Class Representative be paid?

Part of the Fund will be used to pay Class Counsel's Court-awarded attorneys' fees and costs, and a service award to the Class Representative. At the Final Settlement Hearing, Class Counsel will ask the Court for approval of attorneys' fees and costs for a total not to exceed 30% of the Fund, or \$1,650,000.00, and a service award of \$20,000.00 for the Class Representative.

The motion by Class Counsel for attorneys' fees and costs and the service award for the Class Representative will be filed with the Court and available on the Settlement website no later than Month, Day, 2011. On or after Month, Day 2011, if you wish to review the motion, you may do so by visiting www.PalmerSolicitationCallSettlement.com.

HOW TO GET MORE INFORMATION

19. Where can I get more information?

This Notice is only a summary of relevant court documents and the Settlement Agreement. Complete copies of case-related documents are available at www.PalmerSolicitationCallSettlement.com. If you have additional questions, you may call the toll-free number 1(800)465-4481, visit the Settlement website at www.PalmerSolicitationCallSettlement.com, or contact the Claims Administrator by mail:

Palmer Solicitation Call Settlement
c/o GCG, Inc.
P.O. Box 9713
Dublin, OH 43017-5613

If you wish to contact Class Counsel, you may contact them directly as follows:

<u>Class Counsel</u>
Kim Williams Rob Williamson Williamson & Williams 187 Parfitt Way SW, Suite 250 Bainbridge Island, WA 98110 Telephone: (206) 780-4447 Fax: (206) 780-5557

20. **May I contact Sprint directly?**

No. Please do not contact the Court or Sprint's attorneys. They are not in a position to give you any advice.

EXHIBIT 6

EXHIBIT 6

**INBOUND TELESales IVR SCRIPT
TELECARE SCRIPTING**

Thank you for calling Sprint. We appreciate your call back.

The reason for our previous call was to inform you of some exciting offers.

If you would like to talk to an agent to find out more about these offers, press ____.

If you would no longer like to receive promotional calls from Sprint, you may talk to an agent by pressing ____.

If you would not like to hear about any offers at this time and want to end this call, press ____.

To hear these options again, press ____.

EXHIBIT 7

EXHIBIT 7

PAYMENT PROTOCOL

1. Each Class Claimant who belongs to the Class referenced in Section 1.10(a) of the Settlement Agreement, defined as:

Individual, non-government, and non-business Sprint customers from July 23, 2005 to the date the Court grants preliminary approval of this settlement who, while Sprint customers, resided in Washington State and received from Sprint directly or from its agents one or more commercial telephone solicitations that used an automatic dialing and announcing device. This subclass does not include Sprint employees.

will be paid up to \$500 for each instance, up to a maximum of \$2,000, subject to paragraph 4 below, which may result in payments less than these amounts.

2. Each Class Claimant who belongs to the Class referenced in Section 1.10(b) of the Settlement Agreement, defined as:

Individual, non-government, and non-business Sprint customers from July 23, 2005 to the date the Court grants preliminary approval of this settlement who, while Sprint customers, resided in Washington State and received from Sprint directly or from its agents one or more commercial telephone solicitations less than one year after advising Sprint or its agent that he or she did not wish to be called again by Sprint. This subclass does not include Sprint employees.

will be paid up to \$100 for each instance, with a maximum of \$400, subject to paragraph 4 below which may result in payment less than these amounts.

3. Each Class Claimant who belongs to the Class referenced in Section 1.10(c), defined as:

Individual, non-government, and non-business Sprint customers from July 23, 2005 to the date the Court grants preliminary approval of this settlement who, while Sprint customers, resided in the United States and received from Sprint directly or from its agents one or more commercial telephone solicitations more than 30 days after making a Sprint-specific internal Do Not Call request by advising Sprint or its agent that he or she did not wish to be called again by Sprint. This subclass does not include Sprint employees.

will be paid up to \$500 for each instance, with a maximum of \$2000, subject to paragraph 4 below which may result in payment less than these amounts.

4. If the total number of claims exceeds the amount available from the Common Fund, then payments will be prorated. The total of the claims will be the denominator of a fraction whose numerator is the amount available from the Common Fund. That fraction may be expressed as a percentage, and that percentage applied to all claims. By way of example only, were all claims to total \$3,457,500 and the amount available from the Common Fund were \$3,000,000, then each Class Member would receive 87.7689% of their total claim.
5. The Claims Administrator shall confirm in coordination with Sprint that all Class Claimants who make claims are or once were Sprint customers with the cell telephone number stated on their claim forms and, where given, the Sprint account number also so stated.