

**NOTICE OF CLASS ACTION SETTLEMENT  
AND HEARING DATE FOR COURT APPROVAL**

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*Amaraut, et al. v. Sprint/United Management Company, Case No. 3:19-cv-00411-WQH-AHG (S.D. Cal.)*

**IF YOU WORKED AS A NON-EXEMPT EMPLOYEE AT A SPRINT RETAIL STORE IN THE STATES OF ARIZONA, COLORADO, NEW YORK, OHIO, OR WASHINGTON DURING THE PERIODS SPECIFIED BELOW, YOU MAY BE ENTITLED TO PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

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**YOU WILL RECEIVE AN ESTIMATED AMOUNT OF [INSERT] IF YOU ELECT TO PARTICIPATE IN THE SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY.  
THIS NOTICE COULD AFFECT YOUR LEGAL RIGHTS.  
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

<b>1. Why Did I Get This Notice?</b>
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A proposed class action settlement (the “Settlement”) has been reached in *Amaraut, et al. v. Sprint/United Management Company, Case No. 3:19-cv-00411-WQH-AHG (S.D. Cal.)* (the “Lawsuit”). You received this Notice of Settlement (“Notice”) because the records of Sprint/United Management Company (“Sprint”) show you performed work as a non-exempt employee in a Sprint Retail Store in one or more of the following states and related periods:

- **Arizona:** February 28, 2018 through December 31, 2020
- **Colorado:** February 28, 2016 through December 31, 2020
- **New York:** February 28, 2013 through December 31, 2020
- **Ohio:** February 28, 2016 through December 31, 2020
- **Washington:** February 28, 2016 through December 31, 2020

Because you fit this definition, **you are entitled to receive money from the Settlement, as described below.** This Notice explains the details of the Settlement. The Notice also describes how you can participate in the Settlement, and how you can opt-out or object to the Settlement (if you choose to do so).

The United States District Court for the Southern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on July 7, 2021 at 9:00 a.m. before the Honorable William Q. Hayes at the James M. Carter and Judith N. Keep United States Courthouse, Courtroom 14B, 333 West Broadway, San Diego, California 92101.

**IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT OF THE CLASS ACTION, YOU DO NOT NEED TO DO ANYTHING; A CHECK FOR YOUR SHARE OF THE SETTLEMENT FUNDS WILL BE MAILED TO YOU FOLLOWING FINAL COURT APPROVAL OF THE SETTLEMENT.**

## **2. What is the Lawsuit About? Description of the Lawsuit.**

The Lawsuit alleges that individuals whom Sprint employed as non-exempt employees in its retail stores were not compensated for all hours worked, including failure to pay for all earned wages, legally mandated overtime premium and/or minimum wages, overtime compensation, unpaid time worked “off the clock”; denial of compliant meal and rest breaks where required; failure to timely pay all wages; failure to provide itemized wage statements where required; and all related claims for relief. Specifically, the Lawsuit alleges that employees worked off-the-clock performing tasks including opening and closing procedures, logging into Sprint’s computer system, attending mandatory conference calls, communicating with managers and employees via mobile messaging (“GroupMe”), taking phone calls from managers, employees and customers, submitting expense reports and job-related paperwork, and working during unpaid meal and rest breaks. Claims in the Lawsuit are brought under federal law, as well as the laws of Arizona, Colorado, New York, Ohio, and Washington.

***NOTE:** To assert your federal law claims under the Fair Labor Standards Act (“FLSA”), you were required to submit an Opt-In Consent Form in order to become an Opt-In Plaintiff. The time for submitting the Opt-In Consent Form has now passed. However, you are **not** required to submit an Opt-In Consent Form to assert your state law claims for work in Arizona, Colorado, New York, Ohio, and Washington.*

Sprint denies all of the allegations in this Lawsuit. Sprint has asserted legal and factual defenses to Plaintiffs’ claims. Nothing in this Notice of proposed Settlement shall be construed as an admission, concession, or indication by or against Sprint or anyone else of any fault, wrongdoing or liability whatsoever. Sprint further contends that the Plaintiffs’ claims do not meet the requirements for class certification. The Parties reached the proposed Settlement because they recognize the risks, distractions, and costs associated with litigation. The Court has not expressed an opinion regarding the merits of Plaintiffs’ claims or Sprint’s liability.

This Settlement is the result of good faith, arm’s length negotiations between the Plaintiffs and Sprint, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Sprint. By agreeing to settle, Sprint does not admit, and expressly denies, liability on any of the factual allegations or claims in the Lawsuit.

The Settlement Administrator has created a Settlement website, which can be accessed at [www.SprintOvertimeSettlement.com](http://www.SprintOvertimeSettlement.com). The Settlement website contains a copy of the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and the Notices of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

In order for the Settlement to be effective, the Court must approve the terms of the Settlement described below as fair and reasonable to the Settlement Class. The Settlement will affect all Settlement Class Members and Opt-In Plaintiffs.

## **3. What Are the Terms of the Settlement?**

Sprint has agreed to pay \$7,600,000 to settle all aspects of this Lawsuit (the “Maximum Gross Settlement Amount”), inclusive of the claims of all Settlement Class Members and Opt-In Plaintiffs. Deductions from this amounts will be made for attorneys’ fees and costs for Class Counsel (see below), settlement administration costs (estimated to be \$99,921), the payment to Plaintiff Vladimir Amaraut of \$3,999 for his individual claims under California law (which were pleaded in this Lawsuit and settled on a class basis in other cases in which Plaintiff Amaraut does not take part), and the Service Awards in an amount not to exceed \$65,000 in total to be divided

between Class Representatives Vladimir Amaraut, Katherine Almonte, Marissa Painter, Kristopher Fox, Dylan McCollum and Quinn Myers for their service to the Settlement Class Members and the Opt-In Plaintiffs, and for their general release of claims. After deductions of these amounts, what remains of the Maximum Gross Settlement Amount (the “Net Settlement Amount”) will be available to pay monetary Settlement awards to the Named Plaintiffs, Opt-In Plaintiffs, and Putative Class Members who do not opt out of the Settlement Class (i.e., Settlement Class Members).

The following persons will be eligible to receive a monetary award from the Net Settlement Amount:

1. Settlement Class Members:
  - All individuals who worked as non-exempt employees at Sprint retail stores in Arizona at any time from February 28, 2018 to December 31, 2020;
  - All individuals who worked as non-exempt employees at Sprint retail stores in Colorado at any time from February 28, 2016 to December 31, 2020;
  - All individuals who worked as non-exempt employees at Sprint retail stores in New York at any time from February 28, 2013 to December 31, 2020;
  - All individuals who worked as non-exempt employees at Sprint retail stores in Ohio at any time from February 28, 2016 to December 31, 2020; and
  - All individuals who worked as non-exempt employees at Sprint retail stores in Washington at any time from February 28, 2016 to December 31, 2020.
2. Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Lawsuit prior to January 8, 2021.
3. Named Plaintiffs

#### **4. How Will the Net Settlement Amount Be Divided for Participating Individuals?**

The Net Settlement Amount will be allocated as follows: 70% to the Class Net Settlement Amount and 30% to the FLSA Net Settlement Amount. The Class Net Settlement Amount will be further allocated as follows:

- 6.6% to Settlement Class Members in the Putative Arizona Class (“the Arizona Class Net Settlement Amount”);
- 8.4% to Settlement Class Members in the Putative Colorado Class (“the Colorado Class Net Settlement Amount”);
- 58.8% to Settlement Class Members in the Putative New York Class (“the New York Class Net Settlement Amount”);
- 10.3% to Settlement Class Members in the Putative Ohio Class (“the Ohio Class Net Settlement Amount”); and
- 15.9% to Settlement Class Members in the Putative Washington Class (“the Washington Class Net Settlement Amount”).

Settlement Class Members will receive a *pro rata* share of the Class Net Settlement Amount, as follows:

- Settlement Class Members that worked in Arizona will receive a *pro rata* share of the Arizona Class Net Settlement Amount, based on their respective number of Arizona Workweeks in the Settlement Period as compared to the total Arizona Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in Colorado will receive a *pro rata* share of the Colorado Class Net Settlement Amount, based on their respective number of Colorado Workweeks in the Settlement Period as compared to the total Colorado Workweeks of all Settlement Class Members in the Settlement Period;
- Settlement Class Members that worked in New York will receive a *pro rata* share of the New York Class Net Settlement Amount, based on their respective number of New York Workweeks in the Settlement Period as compared to the total New York Workweeks of all Settlement Class Members in the Settlement Period;

- Settlement Class Members that worked in Ohio will receive a *pro rata* share of the Ohio Class Net Settlement Amount, based on their respective number of Ohio Workweeks in the Settlement Period as compared to the total Ohio Workweeks of all Settlement Class Members in the Settlement Period; and
- Settlement Class Members that worked in Washington will receive a *pro rata* share of the Washington Class Net Settlement Amount, based on their respective number of Washington Workweeks in the Settlement Period as compared to the total Washington Workweeks of all Settlement Class Members in the Settlement Period.

Opt-In Plaintiffs will receive a *pro rata* share of the FLSA Net Settlement Amount, based on their respective number of Workweeks in the Settlement Period as compared to the total Workweeks of all Opt-In Plaintiffs in the Settlement Period.

To the extent that individuals are both Settlement Class Members and Opt-In Plaintiffs, they are eligible to receive both an Individual Class Settlement Share and an Individual FLSA Settlement Share.

## **5. How Much Can I Expect to Receive?**

As a Settlement Class Member, you will receive an Individual Class Settlement Share if the Court grants Final Approval of the Settlement and if you do not request exclusion from the Settlement, as discussed in this Notice. You do not have to opt in to the Lawsuit to receive your Individual Class Settlement Share check.

According to records maintained by Sprint, your Individual Class Settlement Share is estimated to be at least \$ \_\_\_\_\_. This amount is an estimated amount, and your final Settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth above. This amount is based on the following number of Workweeks you worked for Sprint as a Settlement Class Member, as shown by company records:

You have an estimated \_\_\_\_\_ Workweeks as a Settlement Class Member.

If you wish to dispute the number of Workweeks as shown here, you may produce evidence to the Settlement Administrator establishing the dates and locations you contend to have worked for Sprint as a Settlement Class Member during the covered period. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. The letter must (1) contain your full name, mailing address, last four digits of your Social Security number, and signature; (2) contain the case name and/or number of the *Amaraut* Lawsuit; (3) contain a statement indicating that you dispute the Workweeks credited to you and indicating what number of Workweeks you contend is correct or incorrect; and (4) attach documentation supporting your contention about the correct number of Workweeks that should be credited you. Unless you present convincing evidence proving you worked more Workweeks than shown by Sprint's records, your Individual Class Settlement Share will be determined based on Sprint's records. Any disputes must be postmarked by May 26, 2021, and should be mailed to *Amaraut v Sprint Settlement*, c/o Settlement Administrator, PO Box 58908, Philadelphia, PA 19102-8908. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Individual Class Settlement Share payments to Settlement Class Members will be allocated 33.33% as wages, and 66.66% as civil penalties and liquidated damages. In the event that any taxing body determines that different amounts should have been withheld from your Individual Class Settlement Share payment, you will be responsible for the payment of any additional employee-side taxes, interest, or penalties. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 120 days to cash the Individual Class Settlement Share check that will be sent to you. If at the conclusion of the 120-day check void period, there are any uncashed checks, those monies will be redistributed to those Settlement Class Members that cashed their Settlement checks. If the amount of uncashed checks to be redistributed is less than \$10 per person, the uncashed check monies will be donated to the Justice Gap Fund as a charitable recipient.

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Class Settlement Share payment. If you fail to keep your address current, you may not receive your Individual Class Settlement Share payment.**

## **6. What Claims Will Be Released?**

Upon the final approval of the Settlement by the Court and payment of the monetary amounts due under the Settlement, Settlement Class Members release claims as follows (the “Settlement Class Members Released Claims”) against Sprint, including its present and former parent companies, present owners, former owners, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, carriers, guarantors, successors, predecessors, fiduciaries, administrators, and assigns, and any individual or entity which could be jointly liable with Sprint (the “Released Parties”):

All claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities under the state laws of Arizona, Colorado, New York, Ohio, and Washington, known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted, in the Lawsuit against the Released Parties. Such allegations include any wage and hour claim that could have been asserted, including but not limited to assertions that Settlement Class Members were not properly or timely compensated for all hours worked, business expenses, or waiting time, under the respective Arizona, Colorado, New York, Ohio, and Washington state wage and hour law, or any other equivalent federal law, local law, statute, ordinance, regulation, or common law, through and including December 31, 2020. Such Released Claims include, but are not limited to, the causes of action alleged in the Complaint, as follows: (1) Violation of the Arizona Wage Act, A.R.S. §§ 23-350, *et seq.* (AZ Class); (2) Failure to Compensate for All Hours Worked at Colorado Minimum Wage and Overtimes rates (CO class); (3) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (CO Class); (4) Failure to Compensate for All Hours Worked at New York Minimum Wage and Overtimes Rates (NY class); (5) Failure to Authorize, Permit, and/or Make Available Meal Periods (NY Class); (6) Failure to Provide Accurate Wage Statements (NY Class); (7) Failure to Compensate for All Hours Worked at Ohio Minimum Wage and Overtime Rates (Ohio Class); (8) Ohio Prompt Pay Act (Ohio Class); (9) Failure to Compensate for All Hours Worked at Washington Minimum Wage and Overtimes rates (WA Class); (10) Failure to Authorize, Permit, and/or Make Available Meal and Rest Period (WA Class); (11) Violation of Washington’s Consumer Protection Act, RCW 19.86.010, *et seq.* (WA Class); and incorporated or related claims, which includes but are not limited to the claims asserted through the Lawsuit, the Complaint, or through the Arizona Wage Act, A.R.S. §§ 25-350-355, *et seq.*, Colorado Wage Act (C.R.S. 8-4-101, *et seq.*), the Colorado Minimum Wage Order No. 35, 7 C.C.R. § 1103-1 *et seq.*, 7 Colo. Code Regs. § 1103-1:4, New York Labor Law §§ 162, 190 *et seq.*, 195(3), 198, 650 *et seq.*, 652, 663 *et seq.*, New York Wage Theft Prevent Act, 12 N.Y.C.R.R. § 146, the Ohio Minimum Fair Wage Standards Act, Ohio Constitution, Article II, section 34a, Ohio Labor Code, Ohio Revised Code Ann. §§ 2305.11, 4111.03 *et seq.*, 4113.15 *et seq.*, Ohio Prompt Pay Act, ORC § 4111.14(J), Revised Code of Washington, Ch. 49.12 *et seq.*, 49.46, *et seq.*, Washington’s Consumer Protection Act (RCW, 19.86.010, *et seq.*), Washington Administrative Code 296-126-002 - 092, *et seq.* The above defined scope of Released Claims by each Settlement Class Member is meant to include claims for unpaid wages, unpaid commissions, liquidated damages, interest, hours worked, minimum wages, overtime, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, commissions, bonuses, improper rounding of time records, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under tort, contract, quasi-

contract, injunctive relief theories or claims. The above-defined scope of Released Claims by each Settlement Class Member is meant to be as broad as possible, with respect to claims that are asserted or could have been asserted based on the same factual predicate alleged in the Complaint. Settlement Class Members also release claims against Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this settlement. Notwithstanding the foregoing, nothing in this Settlement Agreement releases any claims that may not be released as a matter of law.

## 7. What Are My Rights?

- **Do Nothing:** You will receive your Individual Class Settlement Share check, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you do not wish to be bound by the Settlement as a Settlement Class Member, you must submit a written Request for Exclusion from the Settlement (“opt-out”), postmarked by MAY 26, 2021. The written Request for Exclusion must contain your full name, mailing address, last four digits of your Social Security number, and signature, the case name and/or number of the *Amaraut* Lawsuit, and a statement indicating that you seek to exclude yourself from the Class Settlement. No opt-out request may be made on behalf of a group. The Request for Exclusion must be sent by mail to the Settlement Administrator at *Amaraut v Sprint Settlement*, c/o Settlement Administrator, PO Box 58908, Philadelphia, PA 19102-8908. **If you request exclusion (opt out) of the Settlement, you will not be entitled to any Settlement payment, you will not be bound by the Settlement, and you will not have any right to object, appeal or comment on the Settlement.**
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Class Settlement postmarked by May 26, 2021. The statement must be signed by you, and state: (i) your full name; (ii) your mailing address; (iii) last four digits of your Social Security number; (iv) your signature, (v) the case name and/or number of the *Amaraut* Lawsuit, (vi) the specific grounds for the objection, (vii) whether or not you are represented by counsel (if so, state the name and contact information of your counsel). The objection must be sent by mail to the Settlement Administrator at *Amaraut v Sprint Settlement*, c/o Settlement Administrator, PO Box 58908, Philadelphia, PA 19102-8908. **If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of the Settlement in the event that the Court denies your objection.**

If you mail a written objection, you may also, if you wish, appear at the Final Approval hearing to discuss your objection with the Court.

## 8. Can Sprint Retaliate Against Me for Participating in the Settlement?

No. Your decision as to whether or not to participate in the Settlement will in no way affect your work or employment with Sprint or future work or employment with Sprint. It is unlawful for Sprint (or any other employer) to take any adverse action against you as a result of your participation in this Settlement.

**9. Who Are the Attorneys Representing the Class in the Lawsuit?**

Named Plaintiffs, Settlement Class Members, and Opt-In Plaintiffs are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell  
David C. Leimbach  
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**10. How Will the Attorneys for the Class Be Paid?**

Class Counsel will be paid from the Gross Settlement Amount of \$7,600,000. You do not have to pay the attorneys who represent the Settlement Classes. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to 33.33% of \$7,600,000 (*i.e.*, \$2,533,080) plus their out-of-pocket costs, up to \$120,000. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval hearing.

**11. Where Can I Get More Information?**

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact Class Counsel.

This Notice is only a summary of the Settlement and related matters. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at [www.SprintOvertimeSettlement.com](http://www.SprintOvertimeSettlement.com). The Settlement Agreement contains the complete terms of the proposed Settlement, and is also available through Class Counsel and publicly accessible and on file with the Court.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR SPRINT FOR INFORMATION ABOUT THE LAWSUIT OR THE PROPOSED SETTLEMENT.**