

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

SPRINT CORPORATION

Sprint Corporation (d/b/a Sprint/United Management Co.)
4701 E. Mercantile Dr., Fort Worth, TX

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Sprint Corporation (d/b/a Sprint/United Management Co.) ("Sprint") facility formerly located at 4701 E. Mercantile Dr., Fort Worth, Texas ("Sprint Fort Worth Facility") and found that Sprint was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, and 60-3. OFCCP notified Sprint of the specific violations found and the corrective actions required in a Notice of Violation issued on June 21, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Sprint enter this agreement ("Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Sprint's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Sprint violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Sprint agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises,¹ interview witnesses, and examine and copy documents. Sprint will provide OFCCP with all reports and documents requested.
3. Sprint understands that nothing in this Agreement relieves Sprint of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Sprint promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in

¹ This facility has closed; therefore there will be no inspection of the premises.

any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.

7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.

8. This Agreement becomes effective on the day it is signed by the Regional Director of the Southwest and Rocky Mountain Region ("SWARM") (the "Effective Date").

9. All references to "days" in this Agreement are to calendar days. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified in this Agreement. If any deadline for an obligation to be performed falls on a weekend or federal holiday, the deadline shall be extended to the next business day.

10. This Agreement will expire 60 days after Sprint submits the final report required in Part IV below, unless OFCCP notifies Sprint in writing prior to the expiration date that Sprint has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Sprint has met all of its obligations under the Agreement.

11. If Sprint violates this Conciliation Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

1) If OFCCP believes that Sprint violated any term of the Agreement while it was in effect, OFCCP will send Sprint a written notice stating the alleged violations and summarizing any supporting evidence.

2) Sprint will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

3) If Sprint is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Sprint may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

12. This Agreement does not constitute an admission by Sprint of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Sprint violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** OFCCP alleges that Sprint is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR § 60-1.4(a) (1). Specifically, OFCCP's analysis of the Sprint Fort Worth Facility's hiring process and selection procedures revealed statistically significant differences in hiring rates between similarly qualified male and female applicants, and between similarly qualified white and black or African American applicants, who applied for Technical Support Specialist ("TSS") and Advanced Technical Support Specialist ("ATSS") jobs at the Sprint Fort Worth Facility during the period of March 25, 2011 through March 24, 2013 ("review period"). OFCCP asserts that there was, in effect, one common applicant pool for both the TSS and ATSS positions because, in certain instances, applicants were considered for and hired into TSS and ATSS positions regardless of whether they applied for a TSS or an ATSS position.

OFCCP's final analysis of the applicant and hire data for the TSS and ATSS positions showed a statistically significant disparity of (b) (7)(E) standard deviations in hiring that negatively impacted female applicants, resulting in a shortfall of 79 female hires.

OFCCP's final analysis of the applicant and hire data for the TSS and ATSS positions also showed a statistically significant disparity of (b) (7)(E) standard deviations in hiring that negatively impacted black or African American applicants, resulting in a shortfall of 122 black or African American hires.

2. **VIOLATION:** OFCCP alleges that Sprint's selection practices are not in compliance with 41 CFR § 60-1.4(a) (1). OFCCP's analysis of the Sprint Fort Worth Facility's placement of hires into ATSS positions as compared to placement into TSS positions during the review period revealed statistically significant differences in placement rates between similarly qualified male and female hires, and between similarly qualified white and black or African American hires, at the Sprint Fort Worth Facility.

OFCCP's final analysis of the hire data for the TSS and ATSS positions showed a statistically significant disparity of (b) (7)(E) standard deviations in placement that negatively impacted female hires placed into the lower-paying TSS position.

OFCCP's final analysis of the hire data for the TSS and ATSS positions also showed a statistically significant disparity of (b) (7)(E) standard deviations in placement that negatively impacted black or African American hires placed into the lower-paying TSS position.

REMEDIES FOR VIOLATIONS 1 & 2: As applicable to violations 1 and 2 above, Sprint agrees to take the following corrective actions:

a) **Notification:** Within thirty (30) calendar days of the Effective Date of this Agreement, Sprint will notify the Class Members listed in Attachment 1A & B of the terms of this Agreement by first class mail and provide each individual in the affected classes the following documents: Notice to Class Members (Attachment 2a or 2b, "Notice"); Information Verification/Claim Form (Attachment 3, "Claim Form"); Release of Claims under Executive Order 11246 (Attachment 4a or 4b, "Release"); and a postage paid return envelope. Sprint will notify OFCCP of all letters returned as undeliverable within ten (10) calendar days of the Notice mailing. Sprint will provide a list to OFCCP of those Class Members who have not yet responded to the Notice and/or have not fully executed the Claim Form and Release within sixty (60) calendar days of the Effective Date. OFCCP will then initiate efforts to locate those Class Members and will provide updated contact information to Sprint within ten (10) calendar days of receiving the list.

Within ten (10) calendar days of receiving the updated contact information from OFCCP, Sprint agrees to send by first class mail a second Notice, Claim Form, Release, and postage paid return envelope to those Class Members OFCCP locates. Sprint will provide a list to OFCCP of those Class Members who have not yet responded to the second Notice and/or have not returned a fully executed Claim Form and Release within twenty-five (25) calendar days of the mailing of the second Notice.

b) Eligibility: All Class Members listed on Attachment 1 who fully-execute and return the Claim Form and Release to Sprint within one hundred and thirty (130) calendar days of the Effective Date of the Agreement (“Eligible Class Members”) will equally share the monetary settlement. If a Class Member does not return a fully-executed Claim Form and Release to Sprint within one hundred and thirty (130) calendar days of the Effective Date of the Agreement, the Class Member will not be entitled to any monetary settlement pursuant to this Agreement.

Within one hundred and forty (140) calendar days of the Effective Date of the Agreement, Sprint will provide OFCCP with the lists of all Eligible Class Members who returned a fully-executed Claim Form and Release within one hundred and thirty (130) calendar days of the Effective Date of the Agreement, along with a copy of each executed Claim Form and Release it received. OFCCP will provide Sprint with all original executed Claim Forms and Releases it received. Within one hundred and fifty (150) calendar days from the Effective Date of the Agreement, OFCCP will review and approve the final lists of Eligible Class Members or discuss with Sprint any issues necessary to finalize the lists, such as the inclusion or exclusion of certain Class Members. The monetary payment discussed in paragraph (c) below will be divided equally among all Eligible Class Members on the final approved lists. All Eligible Class Members will be entitled to an equal share of the monetary settlement.

c) Monetary Settlement: In settlement of all potential claims for back pay and interest identified in this Agreement, Sprint agrees to pay the total amount of \$558,650 to Eligible Class Members, of which \$491,612.00 is back pay and \$67,038.00 is interest. The amount of \$558,650 is divided in the following way: Violation 1 – hiring \$391,055 (\$344,128 in back pay and \$46,927 in interest); and Violation 2 – placement \$167,595 (\$147,484 in back pay and \$20,111 in interest).

Sprint agrees to distribute these Monetary Settlement amounts, less legal deductions required by law from back pay only (such as, but not limited to, federal, state and/or local taxes, and the Eligible Class Members’ share of FICA and FUTA contributions), in equal shares among all Eligible Class Members on the final approved lists. Sprint will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and statutory contributions, and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed either with the settlement checks or by the deadline imposed by applicable law. Sprint will disburse the Monetary Settlement within thirty (30) calendar days after OFCCP approves and provides Sprint with a copy of the final lists of Eligible Class Members.

Within ten (10) calendar days of Sprint’s receipt of a check to an Eligible Class Member returned as undeliverable, Sprint will notify OFCCP of this fact via e-mail sent to District

Director LaQuandra Adebajo at (b) (6), (b) (7)(C) OFCCP will attempt to locate the Eligible Class Member and, if OFCCP obtains an alternate address or makes contact with the Eligible Class Member, Sprint will re-mail the check within fifteen (15) calendar days of receiving from OFCCP an alternate or corrected address for an Eligible Class Member. Any check that remains uncashed one hundred and twenty (120) calendar days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed Monetary Settlement funds, Sprint will make a second distribution to all Eligible Class Members on the final approved lists who cashed their first check if the amount of the uncashed funds would result in a payment of \$30.00 or more to each of the located Eligible Class Member on the final list. If the total amount of the uncashed funds would result in a payment of less than \$30.00 to each Eligible Class Member who cashed his or her first check, Sprint shall use those uncashed funds for corporate training on E.O. 11246 and its implementing regulations.

3. **VIOLATION:** OFCCP found that Sprint failed to conduct adverse impact analyses in accordance with the requirements of 41 CFR §§ 60-3.15A (2) and 60-3.4C. Specifically, although Sprint conducted adverse impact analyses for the Sprint Fort Worth Facility comparing minority to non-minority hires and female to male hires, Sprint failed to conduct for the Sprint Fort Worth Facility adverse impact analyses on each distinct racial or ethnic group which constituted at least two percent of the labor force in the relevant labor area or two percent of the applicable workforce.

REMEDY: Because the Sprint Fort Worth Facility has been closed since November 7, 2014 and no longer utilizes any selection procedures at this location, no remedy will be required.

4. **VIOLATION:** OFCCP found that Sprint failed to appropriately validate tests and the technical support interviews used in its employment process in accordance with the requirements of 41 CFR Part 60-3, including 41 CFR §§ 60-3.14 and 60-3.15. OFCCP's final analysis identified overall adverse impact in the Sprint Fort Worth Facility's hiring and selection procedures and at the assessment and interview stages of the selection process. The validation study submitted by Sprint for the FurstPerson technical support assessment used during the review period, which consisted of the AutoScreen PLUS, 1stSolve, and CC Audition assessments, does not meet the regulatory requirements in 41 CFR Part 60-3, including 41 CFR §§ 60-3.3A, 60-3.14B(5), 60-3.14B(7), 60-3.15A(3)(b), 60-3.15A(3)(c), and 60-3.15C(5).

REMEDY: Because the Sprint Fort Worth Facility has been closed since November 7, 2014 and no longer utilizes any selection procedures at this location, no remedy will be required.

5. **VIOLATION:** OFCCP found that Sprint failed to preserve personnel or employment records in accordance with the requirements of 41 CFR §§ 60-1.12(a) and 41 CFR 60-3. Specifically, during the review period for hires at the Sprint Fort Worth Facility, Sprint failed to preserve and make available to OFCCP complete and accurate employment records, including records produced by the third party recruiting vendor, FurstPerson. OFCCP also found that the Sprint Fort Worth Facility did not keep records of all employee training.

REMEDY: Because the Sprint Fort Worth Facility has been closed since November 7, 2014 and no longer utilizes any selection procedures at this location, no remedy will be required.

Part IV. REPORTS REQUIRED

Sprint must submit the documents and reports described below to:

LaQuandra S. Adebajo, Dallas District Director
U.S. DOL, Office of Federal Contract Compliance Programs
A. Maceo Smith Federal Building
525 South Griffin St, Suite 512
Dallas, TX 75202

OFCCP and Sprint agree that there are no reporting requirements other than the notifications to OFCCP required pursuant to the monitoring of monetary payments to Eligible Class Members. Specifically, pursuant to Violations 1 and 2, Sprint will submit the following:

- Documentation of monetary payments to all Eligible Class Members as specified in paragraph (c) of Remedies of Violation 1 and 2. The documentation must include the names of Eligible Class Members who were paid, and for each Eligible Class Member, the check number and the amount of the check. Sprint will provide OFCCP with verification of all payments upon request.

Sprint will retain all records and data pertinent to the violations resolved by this Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of this Agreement or consistent with regulatory requirements, whichever is later.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Sprint.

(b) (6), (b) (7)(C)

Deanne King
Chief Human Resources Officer
Sprint Corporation

Date: 8/29/19

(b) (6), (b) (7)(C)

Melissa L. Speer
Regional Director
Southwest & Rocky Mountain Region, OFCCP

Date: 8/30/2019

Attachments:

- Attachment 1a – Affected Class Members (Hiring)
- Attachment 1b – Affected Class Members (Placement)
- Attachment 2a – Notice Form (Hiring)
- Attachment 2b – Notice Form (Placement)
- Attachment 3 – Information Verification/Claim Form
- Attachment 4a – Release Form (Hiring)
- Attachment 4b – Release Form (Placement)

ATTACHMENT 2a

NOTICE TO UNSUCCESSFUL APPLICANTS

Dear [NAME]:

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Sprint Corporation ("Sprint") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages.

ARE YOU AFFECTED?

Female and black or African American job seekers who applied and were rejected for Technical Support Specialist ("TSS") and Advanced Technical Support Specialist ("ATSS") positions at the Sprint facility formerly located at 4701 E. Mercantile Drive, Fort Worth, Texas between March 25, 2011 and March 24, 2013 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Sprint's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP asserts that Sprint discriminated against female and black or African American applicants in hiring for TSS and ATSS positions during the timeframe described above. Sprint denies those claims. Ultimately, OFCCP and Sprint have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, Sprint has agreed to pay money to female and black or African American job seekers who applied for TSS and ATSS positions at the Sprint facility formerly located at 4701 E. Mercantile Drive, Fort Worth, Texas during the timeframe described above. By entering into this Conciliation Agreement, Sprint has not admitted, nor has there been any adjudicated finding, that Sprint violated any laws when you were not hired for the position for which you applied.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a TSS and/or ATSS position during the relevant timeframe, this settlement may provide you with a payment of at least \$_____ (before taxes). This payment represents your share of back wages and other payments Sprint is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor and/or the Settlement Administrator.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to participate in this settlement.

To be eligible for a payment, you must complete, sign, and return both of the following enclosed forms: (1) the Information Verification/Claim Form; and (2) the Release of Claims. You should complete and mail back these forms as soon as possible using the enclosed postage-paid envelope. They *must* be received at the address below no later than [DATE 130 days from the effective date] for you to be entitled to participate in this settlement:

SETTLEMENT ADMINISTRATOR
Attention: Roger Bauser
Senior Director of Business Development
Atticus Administration, LLC
34 13th Avenue N.E. Suite 112 Minneapolis MN 55413

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your documents do not verify your eligibility, you will not be eligible to receive any money under the settlement.

Sincerely,
(NAME)

Enclosures

Information Verification/Claim Form
Release of Claims under Executive Order 11246

ATTACHMENT 2b

NOTICE TO APPLICANTS HIRED INTO A TECHNICAL SUPPORT SPECIALIST POSITION

Dear [NAME]:

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Sprint Corporation ("Sprint") that may benefit you. This settlement involves claims of discrimination in placement, and our records show that you may be one of the individuals covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages.

ARE YOU AFFECTED?

Female and black or African American applicants who were hired into Technical Support Specialist ("TSS") positions at the Sprint facility formerly located at 4701 E. Mercantile Drive, Fort Worth, Texas between March 25, 2011 and March 24, 2013 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Sprint's hiring practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP asserts that Sprint discriminated against female and black or African American applicants in placement into TSS positions during the timeframe described above. Sprint denies those claims. Ultimately, OFCCP and Sprint have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle allegations raised by OFCCP. As a result, Sprint has agreed to pay money to female and black or African American applicants who were hired into TSS positions at the Sprint facility formerly located at 4701 E. Mercantile Drive, Fort Worth, Texas during the timeframe described above. By entering into this Conciliation Agreement, Sprint has not admitted, nor has there been any adjudicated finding, that Sprint violated any laws when you were not hired for the position for which you applied.

WHAT DOES THIS MEAN FOR YOU?

Because you were hired into a TSS position during the relevant timeframe, this settlement may provide you with a payment of at least \$_____ (before taxes). This payment represents your share of back wages and other payments Sprint is making to settle the case. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

To receive these benefits, you will need to release (agree to give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor and/or the Settlement Administrator.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to participate in this settlement.

To be eligible for a payment, you must complete, sign, and return both of the following enclosed forms: (1) the Information Verification/Claim Form; and (2) the Release of Claims. You should complete and mail back these forms as soon as possible using the enclosed postage-paid envelope. They *must* be received at the address below no later than [DATE 130 days from the effective date] for you to be entitled to participate in this settlement:

SETTLEMENT ADMINISTRATOR
Attention: Roger Bauser
Senior Director of Business Development
Atticus Administration, LLC
34 13th Avenue N.E. Suite 112 Minneapolis MN 55413

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your documents do not verify your eligibility, you will not be eligible to receive any money under the settlement.

Sincerely,
(NAME)

Enclosures

Information Verification/Claim Form
Release of Claims under Executive Order 11246

ATTACHMENT 3

INFORMATION VERIFICATION/CLAIM FORM

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES)
FROM THE SETTLEMENT

You may be eligible for a monetary payment under the terms of the Conciliation Agreement ("Agreement") between Sprint and the Department of Labor's Office of Federal Contract Compliance Programs.

To receive benefits from this settlement, you must complete and return this Claim Form and the enclosed Release form.

This Claim Form will only be used to confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

Note: This notice is only for the person it was addressed to and cannot be transferred or used by another person who is not a part of the settlement.

Step 1: Please confirm or provide the following contact information to process your payment (print legibly):

Name: _____

Home Phone: _____

Cell Phone: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Notify Sprint at the address below if your address or phone number changes within the next twelve months.

Social Security Number: _____ - _____ - _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

For purposes of this settlement, it is necessary to verify your race/ethnicity and gender:

Race/Ethnicity (Mark Only One)

- White
- Black or African American
- Hispanic
- Asian
- Native Hawaiian or Other Pacific Islander
- American Indian or Alaska Native
- Two or More Races

Gender

- Male
- Female

Step 2: Sign and return this Claim Form and the Release.

IF YOU FAIL TO COMPLETE AND RETURN THESE DOCUMENTS TO THE ADDRESS BELOW BY [DATE 130 DAYS OF THE EFFECTIVE DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

I certify that the above as true and correct.

Signature

Printed Name:

Date:

ATTACHMENT 4a (Hiring)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Sprint paying you money, you agree that you will not file any lawsuit against Sprint for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Technical Support Specialist ("TSS") and Advanced Technical Support Specialist ("ATSS") positions. It also says that Sprint does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ _____ (less deductions required by law) by Sprint to me (plus Social Security contributions by Sprint on my behalf), which I agree is acceptable, I agree to the following:

Print Name _____

I.

I hereby waive, release and forever discharge Sprint Corporation, Sprint/United Management Company, its and their predecessors, successors, related entities, parents, subsidiaries, affiliates, organizations, and owners, and its and their shareholders, directors, officers, partners, employees, agents, representatives, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment as a TSS or ATSS on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that Sprint denies that it treated me unlawfully or unfairly in any way and that Sprint entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 25, 2013. I further agree that the payment of the aforesaid sum by Sprint to me is not to be construed as an admission of any liability by Sprint.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Sprint by [DATE which is 130 days from the effective date], I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

Signature

Printed Name

ATTACHMENT 4b (Placement)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Sprint paying you money, you agree that you will not file any lawsuit against Sprint for allegedly violating Executive Order 11246 in connection with its selection procedures for placement of applicants into Technical Support Specialist (TSS) positions. It also says that Sprint does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ _____ (less deductions required by law) by Sprint to me (plus Social Security contributions by Sprint on my behalf), which I agree is acceptable, I _____ agree to the following:

Print Name

I.

I hereby waive, release and forever discharge Sprint Corporation, Sprint/United Management Company, its and their predecessors, successors, related entities, parents, subsidiaries, affiliates, organizations, and owners, and its and their shareholders, directors, officers, partners, employees, agents, representatives, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my employment as a TSS on the basis of my race or gender at any time through the effective date of this Release.

II.

I understand that Sprint denies that it treated me unlawfully or unfairly in any way and that Sprint entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 25, 2013. I further agree that the payment of the aforesaid sum by Sprint to me is not to be construed as an admission of any liability by Sprint.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Sprint by [DATE which is 130 days from the effective date], I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20__.

Signature

Printed Name

Attachment 1a-Sprint Corporation-FortWorth Texas Affected Class Member (Hiring)

OFCCP Class List	Candidate Reference Name	Race	Gender	Application Date
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	1/6/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	6/25/2011
Females-Hiring	(b) (6), (b) (7)(C)	White	Female	7/17/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	4/5/2011 05/13/2011,
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	08/03/2011
Females-Hiring	(b) (6), (b) (7)(C)	Hispanic	Female	6/5/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	6/4/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	8/9/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	12/11/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	12/5/2011
Females-Hiring	(b) (6), (b) (7)(C)	Hispanic	Female	11/18/2011
Females-Hiring	(b) (6), (b) (7)(C)	Hispanic	Female	10/26/2011
Females-Hiring	(b) (6), (b) (7)(C)	Two or Mc	Female	10/17/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	9/6/2012 06/20/2012,
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	08/24/2012 08/16/2011,
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	09/24/2012
Females-Hiring	(b) (6), (b) (7)(C)	White	Female	6/27/2012 07/25/2011,
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	08/10/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	2/27/2013
Females-Hiring	(b) (6), (b) (7)(C)	Hispanic	Female	3/22/2013
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	1/9/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	11/9/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	1/24/2013
Females-Hiring	(b) (6), (b) (7)(C)	White	Female	10/25/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	6/24/2011
Females-Hiring	(b) (6), (b) (7)(C)	Two or Mc	Female	1/8/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	4/24/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	3/23/2013
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	6/21/2012 11/25/2012,
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	02/19/2013
Females-Hiring	(b) (6), (b) (7)(C)	Hispanic	Female	9/30/2012
Females-Hiring	(b) (6), (b) (7)(C)	White	Female	11/10/2012
Females-Hiring	(b) (6), (b) (7)(C)	Two or Mc	Female	1/10/2013
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Male	6/28/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	6/14/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	5/23/2011
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	1/4/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	11/28/2012
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	3/19/2013
Blacks-Hiring	(b) (6), (b) (7)(C)	Black	Female	8/22/2012

Attachment 1b-Sprint Corporation-Fort Worth Texas Affected Class Members (Placement)

OFCCP Class List	Candidate Name	Race	Gender	Application D	Hire Date
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Male	4/6/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Male	4/1/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	3/29/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	3/30/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	3/25/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/7/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	3/25/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	3/31/2011	4/25/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/5/2011	5/9/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Male	4/11/2011	5/9/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/22/2011	5/9/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/18/2011	5/23/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/29/2011	5/23/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/29/2011	5/23/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/22/2011	5/23/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/28/2011	5/23/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	4/29/2011	5/23/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/10/2011	6/6/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/17/2011	6/6/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/10/2011	6/6/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/15/2011	6/6/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Male	5/13/2011	6/6/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/27/2011	6/20/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/19/2011	6/20/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/21/2011	6/20/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/26/2011	6/20/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/30/2011	6/20/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/26/2011	6/20/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/24/2011	7/18/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/8/2011	7/18/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/13/2011	7/18/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Male	6/9/2011	8/15/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/29/2011	8/15/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	5/8/2011	8/15/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	6/16/2011	8/15/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	6/1/2011	8/15/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	7/28/2011	8/15/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Male	7/5/2011	8/15/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	6/16/2011	9/12/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	6/13/2011	9/12/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Male	7/27/2011	9/12/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	8/17/2011	9/12/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	8/4/2011	9/12/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	8/24/2011	9/12/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	6/13/2011	9/12/2011
Blacks-Placement	(b) (6), (b) (7)(C)	Black	Female	6/16/2011	9/12/2011