

Must be
Postmarked
No Later Than
July 20, 2015

Bennett v. Sprint Nextel Corp.
Claims Administrator
c/o GCG
P.O. Box 10069
Dublin, OH 43017-6669
1 (844) 322-8199
www.sprintsecuritieslitigation.com



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

TO RECOVER AS A MEMBER OF THE CLASS BASED ON YOUR CLAIMS IN THE ACTION ENTITLED *BENNETT V. SPRINT NEXTEL CORPORATION, ET AL.*, CIVIL ACTION NO. 2:09-CV-02122-EFM-KMH (THE "LITIGATION"), YOU MUST COMPLETE AND, ON PAGE 7 HEREOF, SIGN THIS PROOF OF CLAIM AND RELEASE FORM. IF YOU FAIL TO SUBMIT A TIMELY AND PROPERLY ADDRESSED PROOF OF CLAIM AND RELEASE FORM, YOUR CLAIM MAY BE REJECTED AND YOU MAY NOT RECEIVE ANY RECOVERY FROM THE NET SETTLEMENT FUND CREATED IN CONNECTION WITH THE PROPOSED SETTLEMENT.

YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE FORM POSTMARKED ON OR BEFORE JULY 20, 2015.

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Important - This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 0



PART I - CLAIMANT IDENTIFICATION

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you **MUST** notify the Claims Administrator in writing at the address above.

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

[Grid for Claimant Name(s)]

Account Number:

[Grid for Account Number]

Street Address:

[Grid for Street Address]

City: **Last 4 digits of Claimant SSN/TIN¹:**

[Grid for City and Last 4 digits of Claimant SSN/TIN]

State: **Zip Code:** **Country (if Other than U.S.):**

[Grid for State, Zip Code, and Country]

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

[Grid for Name of the Person to Contact]

Daytime Telephone Number:

Evening Telephone Number:

[Grid for Daytime and Evening Telephone Numbers]

Email Address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

[Grid for Email Address]

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at www.sprintsecuritieslitigation.com or you may e-mail the Claims Administrator at eClaim@gardencitygroup.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive an email within 10 days of your submission, you should contact the electronic filing department at eClaim@gardencitygroup.com to inquire about your file and confirm it was received and acceptable.

To view Garden City Group, LLC's Privacy Notice, please visit <http://www.gardencitygroup.com/privacy>

¹The last four digits of the taxpayer identification number (TIN), consisting of a valid Social Security Number (SSN) for individuals or Employer Identification Number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim.



PART II - SCHEDULE OF TRANSACTIONS IN SPRINT COMMON STOCK

A. BEGINNING HOLDINGS: Number of shares of Sprint common stock held at the close of trading on **October 25, 2006**. If none, write "zero" or "0".

Shares									

B. PURCHASES/ACQUISITIONS: Purchases or Acquisitions of Sprint common stock from **October 26, 2006**, through **February 27, 2008**, inclusive. (Must be documented.)

Trade Date(s) List Chronologically (Month/Day /Year)	Number of Shares Purchased or Acquired	Purchase Price Per Share	Total Purchase/Acquisition Price (Excluding taxes, fees, and commissions)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

C. PURCHASES/ACQUISITIONS: State the total number of shares of Sprint publicly traded common stock purchased/acquired from after the opening of trading on **February 28, 2008**, through and including the close of trading on **May 27, 2008**. If none, write "zero" or "0".

Number of Shares									

D. SALES: Sales of Sprint common stock from **October 26, 2006**, through **May 27, 2008**, inclusive. (Must be documented.)

Date(s) of Sale List Chronologically (Month/Day /Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (Excluding taxes, fees, and commissions)
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.
/ /		.	.

E. ENDING HOLDINGS: Number of shares of Sprint common stock held at close of trading on **May 27, 2008**. If none, write "zero" or "0". (Must be documented.)

Shares									

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



PART III - SCHEDULE OF TRANSACTIONS IN SPRINT BONDS

SPRINT BONDS		
Security Code	Security Description	CUSIP Number
A	6.0% bonds, due December 1, 2016	852061AD2
B	6.9% bonds, due May 1, 2019	852060AG7
C	8.75% bonds, due March 15, 2032	852060AT9
D	8.375% bonds, due March 15, 2012	852060AS1
E	7.625% bonds, due January 30, 2011	852060AJ1
F	6.375% bonds, due May 1, 2009	852060AF9
G	6.875% bonds, due November 15, 2028	852060AD4
H	6.875% bonds, due October 31, 2013	65332VBH5
I	5.95% bonds, due March 15, 2014	65332VBJ1
J	7.375% bonds, due August 1, 2015	65332VBG7

Please note: Information requested with respect to your purchases/acquisitions of Sprint Bonds from February 28, 2008, through and including May 27, 2008, is needed in order to balance your claim; purchases/acquisitions during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Claim pursuant to the Plan of Allocation for the Settlement.



PART III - SCHEDULE OF TRANSACTIONS IN SPRINT BONDS (CONT.)

A. BEGINNING HOLDINGS: Number and type of Sprint Bonds held at close of trading on **October 25, 2006**. If none, write "zero" or "0".

Security Code from Page 4	Number of Units Held

Security Code from Page 4	Number of Units Held

B. PURCHASES/ACQUISITIONS: Purchases or Acquisitions of Sprint Bonds from **October 26, 2006**, through **May 27, 2008**, inclusive. (Must be documented.)*

Security Code from Page 4	Trade Date(s) List Chronologically (Month/Day /Year)	Number of Units Purchased or Acquired	Purchase Price Per Unit	Total Purchase/Acquisition Price (Excluding taxes, fees, and commissions)
	/ /			
	/ /			
	/ /			
	/ /			
	/ /			

C. SALES: Sales of Sprint Bonds from **October 26, 2006**, through **May 27, 2008**, inclusive. (Must be documented.)*

Security Code from Page 4	Trade Date(s) List Chronologically (Month/Day /Year)	Number of Units Sold	Sale Price Per Unit	Total Sale Price (Excluding taxes, fees, and commissions)
	/ /			
	/ /			
	/ /			
	/ /			
	/ /			

D. ENDING HOLDINGS: Number and type of Sprint Bonds held at close of trading on **May 27, 2008**. If none, write "zero" or "0". (Must be documented.)

Security Code from Page 4	Number of Units Held

Security Code from Page 4	Number of Units Held

*Bonds typically trade in denominations of \$1,000. As used here, Unit means \$1,000 of principal amount of each bond.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
 PHOTOCOPY THIS PAGE AND CHECK THIS BOX
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PART IV - SUBMISSION TO JURISDICTION OF COURT

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court, District of Kansas, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Sprint securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of Sprint publicly traded securities during the Class Period and know of no other person having done so on my (our) behalf.

PART V - RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the "Released Persons," defined as each and all of the Defendants and their Related Parties. "Related Parties" means each of a Defendant's respective present and former parents, subsidiaries, divisions, and affiliates and the respective present and former employees, members, partners, principals, officers, directors, attorneys, advisors, accountants, auditors, and insurers of each of them; and the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, representatives, and assigns of each of them, in their capacity as such.

2. "Released Claims" means any and all claims, demands, rights, causes of action, or liabilities of every nature and description whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liabilities whatsoever), whether based on purchases, acquisitions, or the holding of securities purchased or acquired during the Class Period, whether based on federal, state, local, foreign, statutory or common law, or any other law, rule, ordinance, administrative provision or regulation, including both known claims and unknown claims, whether class or individual in nature, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, based on, arising from, out of or relating to (i) the purchase or acquisition of Sprint Stock or Sprint Bonds during the Class Period, and (ii) the allegations, transactions, facts, matters, events, disclosures, registration statements, public filings, acts, occurrences, representations, statements, omissions or failures to act that were or could have been alleged by Lead Plaintiffs in the Litigation against the Released Persons. The release will not include claims to enforce the Settlement. The release will not include any derivative actions. "Released Claims" includes "Unknown Claims" as defined below.

3. "Unknown Claims" means any Released Claims which Lead Plaintiffs or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons that, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Lead Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).



PART V - RELEASE (CONT.)

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Sprint publicly traded securities which are the subject of this claim, which occurred during the Class Period as well as the opening and closing positions in such securities held by me (us) on the dates requested in this claim form.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim and Release form by the undersigned is true and correct.

PART VI - CERTIFICATION

Executed this ____ day of _____ in _____ (Month) (Year) (City, State, Country)

Signature of Claimant (if this claim is being made on behalf of Joint Claimants, then each must sign.)

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant, if any

Date

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of person signing on behalf of claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc.

REMINDER CHECKLIST

1. Please sign the Signature Section of the Proof of Claim and Release form.
2. If this Proof of Claim and Release form is being made on behalf of Joint Claimants, then both must sign.
3. Remember to attach supporting documentation.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. **Your claim is not deemed filed until you receive an acknowledgement postcard.** If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator.
7. If you move, please send your new address to the Claims Administrator at the address below.
8. Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

***THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN
JULY 20, 2015 AND MUST BE MAILED TO:***

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Claims Administrator
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