

**Please note:** the following is a preliminary version of the claim form and some details are incomplete. This copy is for reference only. Do not fill out or submit this form to the claims administrator.

You can file a claim by going back to the homepage and clicking File a Claim on the left hand side. If you are experiencing difficulty and would prefer to file a claim by mail, please contact the claims administrator to request a paper claim by e-mail at [claims@sprintetfsettlement.com](mailto:claims@sprintetfsettlement.com) or by calling 1-800-916-6940.

Thank you.

# EXHIBIT H

# SPRINT NEXTEL ETF SETTLEMENT CLAIM FORM

## This relates to your Sprint Nextel Wireless Account

IF YOU HAVE IDENTIFIED YOURSELF AS A SETTLEMENT CLASS MEMBER AND BELIEVE THAT YOU ARE ENTITLED TO CLAIM A BENEFIT, PLEASE COMPLETELY AND ACCURATELY FILL IN THE INFORMATION REQUESTED BELOW

(If you are unsure whether you are a Settlement Class Member or entitled to claim a benefit, please review the Settlement Agreement including the Class Definition and benefit categories ([www.](#) ) (by clicking here). The defined terms used in this Claim Form, other than those defined in this Claim Form, shall have the same meaning set forth in the Settlement Agreement.

THIS CLAIM FORM MUST BE (POSTMARKED)(FILED ELECTRONICALLY) NO LATER THAN 60 DAYS AFTER ENTRY OF THE FINAL APPROVAL ORDER AND JUDGMENT (EXCEPT FOR THOSE PERSONS CLAIMING A BENEFIT UNDER CATEGORY IV, IN WHICH CASE THE DEADLINE TO FILE A CLAIM FORM SEEKING A CATEGORY IV BENEFIT SHALL BE JANUARY 1, 2011) (“CLAIM PERIOD”):

Account Name:

Account Number(s):

Wireless Phone Number(s):

Dates of Wireless Service Contract(s):

Date ETF charged (if any), or Date ETF Paid (if any):

Amount of ETF charged (if any):

Amount of ETF paid (if any):

Current EMAIL Address:

(you may use one claim form if you are eligible for more than one benefit for multiple Wireless Service Contracts)Name:

Current Address:

Current Telephone Number:

EMAIL Address:

Subject to the terms of the Settlement Agreement, and pending Final Approval of the Settlement, to obtain any benefits in this Settlement, you must complete and timely submit a Claim Form. This Claim Form is one of the means by which you can submit your claim. **IT IS IMPORTANT THAT YOUR CLAIM FORM IS COMPLETE AND YOU HAVE SUPPLIED ANY REQUIRED DOCUMENTATION.** You may also complete a claim on-line at [www.XXXXXXXXXX](http://www.XXXXXXXXXX). All claims must be filed electronically, or postmarked on or before the expiration date of the Claim Period. If you provide incomplete, incorrect, or inaccurate information, your claim may be denied. By submitting a claim form, you are agreeing to participate in the settlement, if it becomes final, and you are forever waiving any right to seek judicial recourse or otherwise make any claim that is subject to the release agreement (for the complete settlement terms, see the settlement agreement at [www.settlementwebsite.com](http://www.settlementwebsite.com)).

### GENERAL INSTRUCTIONS

1. This Settlement will provide benefits to qualifying Sprint Nextel Customers, whether current or former, who had a flat-rate ETF provision in their subscriber agreement(s). **YOU MAY BE ELIGIBLE FOR BENEFITS WHETHER OR NOT YOU PAID AN ETF.** Four categories of benefits are available. Submit your claim under the category that describes your situation. You may choose only **ONE** of the categories and **ONE** of the benefits under that category. The benefit amounts shown are the highest possible amounts. In the event that the number of claims exceeds the available settlement funds, the benefit amounts will be reduced pro-rata in order to allow the maximum number of claims. To obtain any non-cash benefit selected below, you will need to have a code number given to you by the Settlement Administrator. That code, along with instructions of how to obtain a benefit will be provided to you after the Settlement Administrator's receipt, validation, and, if qualified and complete, approval of your claim. No benefits of any kind will be provided until after the settlement approval is final and no longer subject to modification in the courts, and that could take a substantial amount of time. To obtain the latest information about the status of the settlement, please visit [www.XXXXXXXXXX](http://www.XXXXXXXXXX).
2. When documentation is required, produce **COPIES**, and keep all originals in your possession. Be sure that all copies are legible.
3. All claims must be (postmarked) (electronically filed) on or before **DATE** (except for those Persons claiming a benefit under Category IV, in which case the deadline for submitting a Claim Form seeking a Category IV benefit shall be January 1, 2011).
4. All claim materials and representations in support of your claim materials must be true and correct, are subject to verification by Sprint Nextel records, Class Counsel and the Settlement Administrator, and are submitted by you under penalty of perjury of the laws of the United States.

4. Please refer to the Settlement Agreement which can be found at [www.XXXXXXXXXXXXXX](http://www.XXXXXXXXXXXXXX) if you require more detailed instructions, or contact the Settlement Administrator at \_\_\_\_\_.

5. Please note that no cash benefit is available if you have received a credit, adjustment or off set for the ETF, previously released Sprint Nextel from liability arising out of the ETF in a prior claim or lawsuit or if your account has a past-due balance owed to Sprint Nextel for usage or charges (excluding the ETF).

### BENEFIT ELECTION

You may choose only one benefit under one Category for each qualified Wireless Service line. Choose the category that best describes your situation.

#### **Category I – I paid an ETF (other than Category III or IV) and:**

1. I had a **two-year contract which I cancelled within six months and I paid an ETF**, I may elect EITHER:

by checking here, I choose a \$25.00 check

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies) I had a **one-year contract which I cancelled within three months and I paid an ETF**, I may elect EITHER:

by checking here, I choose a \$25.00 check

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

2. I had a **two-year contract which I cancelled after the sixth month and I paid an ETF**, I may elect EITHER:

by checking here, I choose a \$90.00 check

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

3. I had a **one-year contract which I cancelled after the third month and I paid an ETF**, I may elect EITHER:

by checking here, I choose a \$90.00 check

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

*I have attached the following documents as required to support my claim: DOCUMENTS*

**Category II – I was charged an ETF charge, but did not pay the ETF and:**

1. I had a **two-year contract which I cancelled within six months and I was charged but did not pay an ETF**, I may elect EITHER:

by checking here, I choose a \$25.00 credit to my existing account (if debt is still owed)

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

2. I had a **one-year contract which I cancelled within three months and I was charged but did not pay an ETF**, I may elect EITHER:

by checking here, I choose a \$25.00 credit to my existing account (if debt is still owed)

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

3. I had a **two-year contract which I cancelled after the sixth month and I was charged but did not pay an ETF**, I may elect EITHER:

by checking here, I choose a \$90.00 credit to my existing account (if debt is still owed)

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

4. I had a **one-year contract which I cancelled after the third month and I was charged but did not pay an ETF**, I may elect EITHER:

by checking here, I chose a \$90.00 credit to my existing account (if debt is still owned by Sprint Nextel)

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

5. If I am **unable to provide the needed documents** (below) or am not otherwise for relief under this section although I was charged but did not pay an ETF, but cannot prove this):

by checking here, I choose the 90 minute Sprint Nextel prepaid Long Distance Calling PIN

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

*I have attached the following documents as required to support my claim: DOCUMENTS*

**Category III – I believe that my wireless contract, including amendments, changes and/or extensions to that contract, OR the ETF provision in that contract is improper, invalid unlawful or otherwise unenforceable for any reason and:**

**1. I was charged and paid an ETF, I may elect EITHER:**

by checking here, I choose a \$90.00 check

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

**2. I was charged, but did not pay the ETF, I may elect EITHER:**

by checking here, I choose a \$90.00 credit to my existing account (if debt is still owed)

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

**3. I did not terminate my wireless service (and was not charged an ETF), but remained a customer to avoid paying the ETF charge, I may elect EITHER:**

by checking here, I choose a \$35.00 check

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

*I have attached the following documents as required to support my claim: DOCUMENTS*

**Category IV – My claim arose after receiving notice of the Settlement, but before January 1, 2011 because:**

My Sprint wireless subscriber agreement is subject to a flat rate ETF charge (whether this charge was actually levied or not), and, after the Claim Period, I was materially harmed as a result of the ETF provision because I either paid or was charged an ETF or I was not free to cancel or change my service without fear of incurring an ETF (and I understand that my claim is subject to verification and is made under penalty of perjury),

I may elect EITHER:

by checking here, I choose a Sprint Nextel prepaid 90 minute Long Distance Calling PIN

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 100 free bonus minutes every month for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies)

or

by checking here, I choose the option to activate a new service line with Sprint Nextel and will receive a waiver of the activation fee and 300 free text messages per month for six months for the first year of the new contract. I understand that I must choose from Sprint Nextel's current rate plans and prices, subject to Sprint Nextel standard terms and conditions and credit policy and eligibility. (Go to Sprint.com to view rate plans and policies), OR if you are a current Sprint Nextel subscriber, you may receive the 300 free text messages on your current line of service. *I have attached the following documents as required to support my claim:*

DOCUMENTS

DECLARATION UNDER PENALTY OF PERJURY

By submitting this Claim Form, I represent under penalty of perjury that I believe that I am a member of the Settlement Class and that all of the information I have provided above is true and correct and that the copies of documents I have provided (to the extent provided) are also true and correct. I further represent that I am over the age of eighteen (18) and am of sound mind.

\_\_\_\_\_

Date:

Claimant Signature

NOTE: Do not call or write to Sprint, Sprint's Customer Care, Sprint's lawyers, or the Court regarding the Settlement, Benefits or Claim Form.