

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, together with all exhibits hereto (collectively, the “Agreement”) is entered into between T-Mobile USA, Inc. (“T-Mobile”), on the one hand, and Avery Sharp, Adam Ross, Jeremy Pessoa, Norman Dawkins, and Jamie Walker (collectively, “Plaintiffs”), individually and on behalf of themselves and others similarly situated, on the other hand.

RECITALS

WHEREAS, the Named Plaintiffs, on behalf of themselves and others similarly situated, have asserted claims against T-Mobile under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and other applicable federal, state and local wage and hour laws, including claims related to unpaid overtime wages, claims for minimum wages, claims for unpaid wages relating to alleged misclassification as exempt employees, and claims for derivative penalties;

WHEREAS, prior to the Named Plaintiffs filing the complaint initiating this matter in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County (the “Litigation”), the parties engaged in pre-suit settlement negotiations, including an exchange of pre-suit discovery and an all-day mediation session on February 27, 2024, with experienced wage/hour mediator Carole Katz, Esq.;

WHEREAS, Plaintiffs’ Counsel analyzed and evaluated the merits of the claims made against T-Mobile in the Litigation, conducted interviews with putative collective members, obtained and reviewed documents relating to T-Mobile’s compensation policies and practices, and analyzed payroll and other data and information;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that these claims, if not settled now, might not result in any recovery or might result in a less favorable recovery, and that any recovery would not occur for several years, Plaintiffs’ Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs and the Potential Opt-In Plaintiffs (as defined below);

WHEREAS, T-Mobile denies all the claims and contentions alleged by the Plaintiffs in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever or the propriety of a representative action, T-Mobile has concluded that further litigation of the claims encompassed by the Litigation would be protracted and expensive, and would also divert management and employee time. T-Mobile also has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) that Plaintiffs and any individuals who opt into the Litigation may have against T-Mobile.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the parties

hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

T-Mobile and the Plaintiffs (collectively, the “Settling Parties”) agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration for: (a) payment by T-Mobile of the Gross Fund as defined in this Agreement, subject to the terms, conditions and limitations of this Agreement; (b) the release and dismissal with prejudice of all claims as set forth in this Agreement; and (c) other valuable monetary and non-monetary consideration as set forth in this Agreement. This Agreement is contingent upon approval by the Court in the Litigation and is entered into voluntarily by the Settling Parties for settlement purposes only.

DEFINITIONS

The following definitions shall apply to terms used in this Agreement.

1. “Approval Motion” means the Unopposed Motion for Approval of Collective Action Settlement and Issuance of Notice to the Settlement Collective and to Dismiss Action with Prejudice, filed by the Named Plaintiffs.
2. “Approval Order” means the agreed-upon Proposed Order submitted to the Court with the Named Plaintiffs’ Approval Motion and is attached as Exhibit 1 to this Agreement.
3. “California COVID Collective” means Plaintiffs and Potential Opt-In Plaintiffs who worked in California between 3/1/21 - 2/27/24 (exclusive of training weeks).
4. “Check Issuance Date” means the date on a Qualified Claimant’s settlement check.
5. “Claim Bar Date” means the date sixty (60) days after the date the Postcard Notice was initially mailed to the Potential Opt-In Plaintiffs and by which the Settlement Claims Administrator must receive Potential Opt-In Plaintiff’s properly-executed and completed Consent to Join and Release Form by e-mail, or, if sent by U.S. First Class Mail, the date by which the completed forms must be postmarked, in order for any Potential Opt-In Plaintiff to receive any monetary proceeds from the settlement.
6. “Cure Claim Bar Date” means the longer of twenty-one (21) days from mailing of the Cure Letter or the Claim Bar Date in which a Potential Opt-In Plaintiff must return a properly completed Consent to Join and Release Form.
7. “Cure Letter” means the letter provided by the Settlement Claims Administrator to a Potential Opt-In Plaintiff whose Consent to Join and Release Form was timely submitted but does not contain sufficient information, requesting the information that was not provided.
8. “Gross Fund” means Three Million Six Hundred Fifty Thousand Dollars (\$3,650,000.00), paid by T-Mobile to settle the Litigation.

9. “Individual Settlement Payment” means the Qualified Claimant’s Potential Settlement Payment.

10. “Litigation” means the civil complaint the Named Plaintiffs initiated in this matter in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

11. “Named Plaintiffs” means Adam Ross and Jamie Walker.

12. “National COVID Collective (exclusive of California)” means those Plaintiffs and Potential Opt-In Plaintiffs who worked outside of California between 3/1/21 - 12/31/21 (exclusive of training weeks).

13. “National Training Collective” means those Plaintiffs and Potential Opt-In Plaintiffs who received initial training during weeks between 3/1/21 - 2/27/24.

14. “Net Fund” means the Gross Fund less court-approved Plaintiffs’ attorneys’ fees, costs, and expenses, court-approved general release payments, and court approved settlement administration expenses. By way of clarification, the employer’s share of the taxes on the W-2 portion of the Individual Settlement Payment for Qualified Claimants shall be taken from each Qualified Claimant’s Individual Settlement Payment.

15. “Notice of Settlement and Opportunity to Participate in Settlement of Lawsuit” (“Notice of Settlement”) and “Consents to Join Settlement as a Plaintiff, Release, and Claim Form” (“Consents”) means those forms that shall be posted on the secure website identified in the Postcard Notice and shall advise Potential Opt-In Plaintiffs of the material terms and provisions of this settlement, the procedure for submitting Consents, and their rights with respect to this settlement. The forms of the Notice of Settlement and the Consents are attached to this Agreement as Exhibit 2 and Composite Exhibit 3. The Consents shall be in a PDF format and shall be printable or downloadable and can be completed electronically or on a paper copy. The Consents shall be capable of submission electronically by email or mail.

16. “Opt-In Plaintiffs” means Avery Sharp, Jeremy Pessoa, and Norman Dawkins.

17. “Plaintiffs” means Jamie Walker, Adam Ross, Avery Sharp, Jeremy Pessoa, and Norman Dawkins.

18. “Plaintiffs’ Counsel” means Shavitz Law Group, P.A., the law firm representing the Plaintiffs in the Litigation.

19. “Portion of the Net Fund – National Training Collective” means that portion of the Net Fund that is allocated to the National Training Collective, which is 25%. Each member of that collective shall receive an equal amount of said fund.

20. “Portion of the Net Fund – National COVID Collective and California COVID Collective” means that portion of the Net Fund that is allocated to both of these collectives combined, which is 75% of the Net Fund. Of the 75%, the National COVID

collective will receive 53% and the California COVID Collective will receive 47%. Within each such collective, the amounts shall be allocated pro rata to each member based on the number of full and partial weeks that they were employed in an SMB Account Executive Title during the applicable time periods set forth in paragraphs 3 and 12 above.

21. “Postcard Notice” means a postcard. The Postcard Notices shall contain the language set forth in Composite Exhibit 4. The Postcard Notice shall direct each Potential Opt-In Plaintiff to a secure website on which shall be posted the Notice of Settlement and the Consents applicable to the collective(s) to which the Potential Opt-In Plaintiff belongs.

22. “Potential Individual Settlement Payment” means the estimated individual settlement amount each Plaintiff and Potential Opt-In Plaintiff will receive.

23. “Potential Opt-In Plaintiffs” means individuals who work or worked for T-Mobile under the following SMB Account Executive titles: (1) Account Executives, (2) Account Executives (Business Sales), (3) Account Executives (SMB Sales), (4) Account Executives (SMB Teams Sales), (5) Sr. Account Executives; (6) Sr. Account Executives (Business Sales), and (7) Major Account Executives (SMB Sales) during the time frames specified herein (collectively, the “Account Executive Titles”).

24. “Qualified Claimants” means the Potential Opt-In Plaintiffs who timely return completed and executed Consents, together with the Plaintiffs, by virtue of signing this Settlement Agreement and Release, who are entitled to receive a Portion of the Net Fund.

25. “Released Parties” means T-Mobile, together with T-Mobile’s parents, subsidiaries, affiliates, divisions, partners, members, joint ventures, predecessor and successor corporations and business entities, past, present, and future and its and their agents, directors, officers, employees, shareholders, insurers and reinsurers, representatives, attorneys, and employee benefit plans and administrators (and the trustees or other individuals affiliated with such plans) past, present, and future.

26. “Reversion” means the remainder of the Net Fund after distribution of General Release Payments, attorneys’ fees and costs, the Settlement Claims Administrator’s fees and costs, and the Individual Settlement Payments to Qualified Claimants, that shall revert to T-Mobile.

27. “Settlement Fund” means the account titled “Account Executive Litigation Settlement Fund” into which the payments hereunder will be deposited by T-Mobile and which is intended by the Settling Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*

28. “Settlement Fund Taxes” means all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, if any, including any taxes or tax detriments that may be imposed on T-Mobile with respect to income earned for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal and state income tax purposes.

29. “Settlement Fund Tax Expenses” means all expenses and costs incurred in connection with the operation and implementation of Section III.B and/or C (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities).

30. “Settling Parties” means T-Mobile and the Plaintiffs.

31. “T-Mobile” means T-Mobile USA, Inc.

32. “T-Mobile’s Counsel” means Shutts & Bowen LLP, the law firm representing T-Mobile in the Litigation.

I. CONSENT TO COURT-FACILITATED NOTICE

A. Potential Claimants. For settlement purposes only, the Settling Parties agree that the Plaintiffs and the Potential Opt-In Plaintiffs are similarly situated for purposes of 29 U.S.C. § 216(b) of the Fair Labor Standards Act (“FLSA”) and consent to Court-facilitated notice to Potential Opt-In Plaintiffs. This agreement regarding similarly situated status shall not be admissible in any other proceeding and shall have no effect on any other proceeding. Outside the narrow context of this settlement, T-Mobile denies that any group of employees can proceed in any class, collective, or other group or representative status.

B. The Settling Parties shall cooperate and present to the Court such information as may be reasonably requested for its consideration in connection with approving this Agreement and the anticipated Court-facilitated notice.

II. SETTLEMENT APPROVAL PROCEDURE

On or before fourteen (14) days¹ after full execution of this Agreement, the Named Plaintiffs shall file the Approval Motion, with this Settlement Agreement and the exhibits hereto, which include: the Notice of Settlement (which includes a summary of the basis for settlement, advising the Plaintiffs and Potential Opt-In Plaintiffs of the material terms and provisions of this settlement, the procedure for submitting Consents, and their rights with respect to this settlement) (attached as Exhibit 2), the Consents (which, after court approval, will reflect each Plaintiff’s and Potential Opt-In Plaintiff’s estimated individual settlement amount) (attached as Composite Exhibit 3), the Postcard Notices (which shall be sent as provided herein to Potential Opt-In Plaintiffs) (attached as Composite Exhibit 4), and the Approval Order (attached as Exhibit 1).

III. MODE, CALCULATION AND TIMING OF PAYMENT OF CLAIMS

A. Notice of Claims

1. Within fourteen (14) days after the Approval Order has been issued, T-Mobile shall provide the Settlement Claims Administrator three (3) Excel charts, one for each of

¹ All references to “days” throughout this document refer to calendar days.

the National Training Collective, the National COVID Collective, and the California COVID Collective. The National Training Collective Chart shall list for each member their names, employee identification numbers, last known home address, last known home telephone numbers, Social Security numbers, and their first date of employment in an Account Executive Title. The National COVID Collective and the California COVID Collective shall list for each member their names, employee identification numbers, last known home address, last known home telephone numbers, Social Security numbers, and the number of applicable workweeks employed under an Account Executive Title during the time frame listed above for each such collective, as that information exists in T-Mobile's electronic employment records for the Plaintiffs and Potential Opt-In Plaintiffs. T-Mobile shall also provide Excel Charts listing the following: (1) members who are only in the National Training Collective only (including all states); (2) members who are only in the National COVID Collective, (3) members who are only in the California COVID Collective, (4) members who are in both the National Training Collective (exclusive of California) and the National COVID Collective and (5) members who are in both the National Training Collective and California COVID Collective (collectively, the "Collectives"). The Settlement Claims Administrator and Plaintiffs' Counsel will keep the information confidential and not use it for any purpose unrelated to administering this settlement. Plaintiffs' Counsel shall also provide the Settlement Claims Administrator with any updated addresses for the Plaintiffs. Prior to the mailing of the Postcard Notice to the Plaintiffs and Potential Opt-In Plaintiffs, the Settlement Claims Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Postcard Notice to any updated address obtained therefrom.

2. Within forty-five (45) days after the Approval Order has been issued (provided no appeals are filed regarding the Approval Order or any appeals are resolved in favor of this Agreement, at which point this settlement shall become Effective [the "Effective Date"]), the Settlement Claims Administrator shall send via First Class U.S. Mail a Postcard Notice to the Plaintiffs and Potential Opt-In Plaintiffs. The Settlement Claims Administrator will provide the applicable Postcard Notice (as contained in Composite Exhibit 4) to each Potential Opt-In Plaintiff based on the Collective to which they belong. Each Postcard Notice shall include a unique number or other mark identifying the Plaintiff or Potential Opt-In Plaintiff to whom it was sent. The Postcard Notice shall direct each Plaintiff or Potential Opt-In Plaintiff to the specific Consent applicable to that Plaintiff or Potential Opt-In Plaintiff, as contained in Composite Exhibit 3. If any Postcard Notice is returned as undeliverable for a Plaintiff or a Potential Opt-In Plaintiff, the Settlement Claims Administrator shall promptly attempt to locate such Plaintiff or Potential Opt-In Plaintiff up to two times through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Postcard Notice to such person. In order for any Potential Opt-In Plaintiff to receive any monetary proceeds from the settlement, the Settlement Claims Administrator must receive their properly-executed, and completed Consent by e-mail within sixty (60) days (or, if sent by U.S. First Class Mail, postmarked no later than sixty (60) days) after the date the Postcard Notice was initially mailed to the Potential Opt-In Plaintiffs (the "Claim Bar Date"), unless otherwise agreed by the parties. The Plaintiffs will not need to submit Consents in light of their agreements herein and the general release agreement in consideration for their Court-approved General Release Payments, as set forth in Section III.D.2, below. Any remaining shall not affect the Claim Bar Date.

3. In the event any Consent is timely submitted but does not contain sufficient information, the Settlement Claims Administrator shall provide the Potential Opt-In Plaintiff with the Cure Letter via First Class U.S. Mail, with an included postage-paid return envelope, requesting the information that was not provided and giving the Potential Opt-In Plaintiff the longer of twenty-one (21) days from mailing of the Cure Letter or the Cure Claim Bar Date to return a properly completed Consent. Any Potential Opt-In Plaintiff who fails to respond timely to a Cure Letter will not be considered a Qualified Claimant.

4. In the event of any dispute over a Potential Opt-In Plaintiff's late submission of a claim, the Settling Parties will meet and confer in good faith in an effort to resolve the dispute. With respect to any dispute over a Potential Opt-In Plaintiff's number of work weeks for members of the National COVID or California COVID Collectives, T-Mobile's records shall control and will have a rebuttable presumption of correctness.

5. The Potential Opt-In Plaintiffs who timely return completed and executed Consents, together with the Plaintiffs, will be considered "Qualified Claimants" entitled to receive a Portion of the applicable Net Fund.

6. Within fourteen (14) days after the close of the later of the Claim Bar Date and all open Cure Claim Bar Dates, the Settlement Claims Administrator shall provide to T-Mobile's Counsel and Plaintiffs' Counsel a list of Qualified Claimants and shall provide electronic copies of all timely received and completed Consents and a calculation of the total amount needed to cover all payments for the timely received and completed Consents, pursuant to the terms of this Agreement.

7. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall maintain an electronic copy of all Consents received from Qualified Claimants and shall provide the executed Consents to Counsel for T-Mobile and Plaintiffs' Counsel. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall also provide the Settling Parties a register listing all Qualified Claimants and the payment amount paid to each Qualified Claimant. At T-Mobile's option, T-Mobile may elect to (i) file a list of all participating Qualified Claimants with the Court or (ii) may file the Consents of all Qualified Claimants (with necessary redactions to exclude personal contact information like addresses, telephone numbers, e-mail addresses, etc.) with the Court.

B. Settlement Claims Administration

1. Settlement Claims Administrator. The Settlement Claims Administrator shall be Atticus Administration, LLC.

2. Settlement Claims Administrator Responsibilities. The Settlement Claims Administrator shall be responsible for: (a) establishing a qualified settlement fund and qualified settlement fund account, and determining and finalizing the calculations of the Potential Individual Settlement Payments and tax withholding amounts for the Plaintiffs and Potential Opt-In Plaintiffs, as applicable; (b) preparing, printing and disseminating to the Plaintiffs and Potential Opt-In Plaintiffs the Postcard Notice and establishing the secure website, and linking each Postcard Notice to the applicable Consent; (c) issuing Cure Letters as set forth in this

Agreement; (d) copying counsel for all Settling Parties on material correspondence and promptly notifying all counsel for the Settling Parties of any material requests or communications made by any Settling Party or Potential Opt-In Plaintiff who receives a Postcard Notice; (e) receiving and reviewing the Consents submitted by Potential Opt-In Plaintiffs to determine eligibility for payment; (f) determining the final Settlement Payment for each Qualified Claimant in accordance with this Agreement; (g) mailing the settlement checks to Qualified Claimants; (h) wiring Plaintiffs' Counsel's attorneys' fees, expenses, and costs and mailing the General Release Payments and Settlement Payments in accordance with this Agreement and Order of the Court; (i) paying all payroll tax obligations of T-Mobile in accordance with applicable law and this Agreement; (j) issuing W-2 and 1099 Forms for all amounts paid to Qualified Claimants; (k) ascertaining current address and addressee information for each Postcard Notice returned as undeliverable; (l) referring to counsel for the Settling Parties all inquiries by the Plaintiffs and Potential Opt-In Plaintiffs that the Settlement Claims Administrator cannot resolve and/or which involve matters not within the Settlement Claims Administrator's duties specified herein; (m) responding to inquiries of Plaintiffs' Counsel or T-Mobile's Counsel; (n) promptly apprising counsel for the Settling Parties of the activities of the Settlement Claims Administrator; (o) maintaining adequate records of its activities, including the date of the mailing of the Postcard Notice and receipt of Consents, returned mail and other communications and attempted written or electronic communications with the Plaintiffs and Potential Opt-In Plaintiffs; (p) confirming in writing to Plaintiffs' and T-Mobile's Counsel its completion of the administration of the settlement and retaining copies of all endorsed settlement checks; (q) timely responding to communications from the Settling Parties or their counsel; and (q) such other tasks as called for by this Agreement, ordered by the Court, or the Settling Parties mutually agree.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Claims Administrator related directly or indirectly to the Settlement Fund (as defined in Section III.C, below), including but not limited to all fees, expenses, and costs in connection with the Gross Fund and Settlement Fund (including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Settlement Fund and tax treatment and tax reporting of awards to Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below)) shall be paid from the Gross Fund. The Settlement Claims Administrator shall be required to agree to a reasonable not-to-exceed cap for all fees and expenses for the claims administration work.

4. Reporting by Settlement Claims Administrator. Throughout the period of claims administration, the Settlement Claims Administrator will provide such reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Postcard Notices to Plaintiffs and Potential Opt-In Plaintiffs, the claims administration process, the receipt of Consent, distribution of the Settlement Checks, and any other aspect of the claims administration process.

C. Creation and Implementation of a Qualified Settlement Fund

1. Establishing the Qualified Settlement Fund. The Gross Fund will be deposited in an account titled "Account Executive Litigation Settlement Fund" (the "Settlement Fund"), intended by the Settling Parties to be a "Qualified Settlement Fund" as described in

Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Court. The payments to the Settlement Fund and the timing of the payment to the Settlement Fund are described in Section III.D.4.

2. Administering the Settlement Fund. The Settlement Claims Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Fund, including the handling of tax-related issues and payments. The Settlement Claims Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Settling Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

3. Tax Matters.

a. In connection with T-Mobile's transfer of funds into the Settlement Fund, the following definitions will apply:

(1) T-Mobile will be a "transferor" within the meaning of Treas. Reg. Section 1.468B-1(d)(1) to the Settlement Fund with respect to the amounts transferred; and

(2) The Settlement Claims Administrator will be the "administrator" of the Settlement Fund within the meaning of Treas. Reg. Section 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the Settlement Fund, paying from the Settlement Fund any taxes owed by or with respect to the Settlement Fund, and complying with any applicable information reporting or tax withholding requirements imposed by Treas. Reg. Section 1.468B-2(1)(2) or any other applicable law on or with respect to the Settlement Fund, and in accordance with this Agreement.

b. The Settlement Claims Administrator shall promptly provide a current Internal Revenue Service ("IRS") Form W-9 of the Settlement Fund to T-Mobile.

c. For tax purposes, 50% of each Qualified Claimant's payment of his or her Individual Gross Settlement Payment pursuant to Section III.E, below, will be treated as wages and 50% of such payment shall be treated as liquidated damages, interest, and other non-wage amounts. The Settlement Administrator will withhold from each such Individual Settlement Payment that is treated as wages the individual's and employer's share of all applicable federal, state, and local income and employment taxes, and shall report that portion to the IRS and the payee under the payee's name and social security number on an IRS Form W-2. The portion of each such payment that is treated as liquidated damages are not wages and will be paid without withholding, and will be reported to the IRS and the payee under the payee's name and social security number on an IRS Form 1099-Misc. in Box 3.

d. Any Court-approved General Release Payments to the Plaintiffs paid pursuant to Section III.D.2, below, shall be treated as non-wages, and will be paid without withholding, and will be reported by the Settlement Claims Administrator to the IRS and the payee under the payee's name and social security number on an IRS Form 1099-Misc. in Box 3.

e. Attorneys' fees and costs paid pursuant to Section III.D.3, below, are not wages, and shall be paid without withholding, and such fees and costs shall be reported by the Settlement Claims Administrator to the IRS and the applicable attorney under the law firm's name and taxpayer identification number on an IRS Form 1099-Misc.

f. T-Mobile's employer-portion share of any employment taxes, including the FICA tax and any federal and state unemployment tax, with respect to payments of the Settlement Fund that are treated as wages is included in the Gross Fund.

g. Plaintiffs' Counsel and each Qualified Claimant agree that he or she shall be solely responsible for all taxes, interest, and penalties due with respect to any payment received by him or her pursuant to this Agreement (other than the employer-portion share of payroll taxes set forth above) and shall indemnify, defend and hold T-Mobile harmless from and against any and all taxes, interest, penalties, attorneys' fees and other costs imposed on T-Mobile as a result of Plaintiffs' Counsel and/or a Qualified Claimant's failure to timely pay such taxes that were not employer obligations.

h. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, if any, including any taxes or tax detriments that may be imposed on T-Mobile with respect to income earned for any period during which the Settlement Fund does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses") shall be paid out of the Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Settlement Fund. The Settling Parties agree to cooperate with the Settlement Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

i. T-Mobile and the Qualified Claimants shall have no liability or responsibility whatsoever for the Settlement Fund Taxes or Settlement Fund Tax Expenses, or the filing of any tax returns, information reports or other documents with the IRS or any other taxing authority with respect thereto. Further, T-Mobile shall have no liability or responsibility whatsoever for taxes of Plaintiffs' Counsel.

j. The Plaintiffs, on behalf of themselves and Potential Opt-In Plaintiffs, acknowledge and agree that they have not relied upon any advice from T-Mobile and/or Plaintiffs' Counsel as to the taxability of the payments received pursuant to this Agreement.

k. Per Treasury Department Circular 230, this Agreement is not intended to provide tax advice, and any tax advice contained in this Agreement or any notice summarizing this Agreement is not intended to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or promoting, marketing, or recommending to another party any transaction or matter addressed herein.

4. Communication with T-Mobile and Plaintiffs' Counsel. T-Mobile, T-Mobile's Counsel, and Plaintiffs' Counsel are authorized to communicate directly with the Settlement Claims Administrator to expedite the settlement administration process, but shall copy each other on all written communications. All Settling Parties shall have full access to all information relating to claims administration.

D. Payment Obligations and Allocation of the Gross Fund

T-Mobile shall pay a maximum of Three Million Six Hundred Fifty Thousand Dollars (\$3,650,000.00) as follows.

1. Allocation of Net Fund. After Court approved General Release Payments, Attorneys' Fees, Costs, and Expenses, and Settlement Administration Fees are deducted from the Gross Fund, the remaining Net Fund shall be allocated to all Plaintiffs and Potential Opt-In Plaintiffs pursuant to the following allocation formula:

- a. "Portion of the Net Fund – National Training Collective" means that portion of the Net Fund allocated to the National Training Collective, which is 25 %. The amount of money included in the National Training Collective shall be divided by the number of members of that collective, each of whom shall receive an equal share.
- b. "Portion of the Net Fund – National COVID Collective and California COVID Collective" means that portion of the Net Fund allocated to both of these collectives combined, which is 75% of the Net Fund. Of the 75%, the National COVID Collective will receive 53% and the California COVID Collective will receive 47%. The amount of money included in each such collective shall be divided by the total number of full and partial weeks that members of the collective were employed in Account Executive Titles during the relevant periods set forth in Section IV.B. and under definitions paragraphs 3 and 12. Within each such collective, the amounts shall be allocated pro rata to each member based on the number of full and partial weeks that they were employed in an Account Executive Title during the applicable time periods set forth in in Section IV.B. and under definitions paragraphs 3 and 12. The calculation of workweeks shall be based on T-Mobile's business records.

2. General Release Payments. Plaintiffs' Counsel shall seek a General Release Payment of \$6,000.00 for each of the Plaintiffs (for avoidance of any doubt these include only Jamie Walker, Adam Ross, Avery Sharp, Jeremy Pessoa, and Norman Dawkins) as payment for a general release of claims, to be made from the Gross Fund. T-Mobile will not oppose this request. The Settling Parties expressly agree that the Court's approval or denial of any request for General Release Payments is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Plaintiffs' Counsel for General Release Payments shall not operate to terminate or cancel this Agreement. Any settlement funds allocated as a General Release Payment, but not approved by the Court, will be allocated pursuant to Section III.D.1, above, as part of the Net Fund available to Potential Opt-in Plaintiffs. Within 30 days of the Court's approval of General Release Payments, and the settlement becoming Effective, T-Mobile shall cause said the total amount of the General Release Payments to be wired to the QSF. The funds for the payment of the General Release Payments shall be paid by the Settlement Administrator to the Plaintiffs by U.S. Mail within 10 days of such amount being wired to the Settlement Administrator.

3. Attorneys' Fees, Costs and Expenses Amounts. Plaintiffs' Counsel shall make an application to the Court for an award of attorneys' fees of up to one-third of the Gross Fund. In addition, Plaintiffs' Counsel shall seek reimbursement of their reasonable costs and expenses from the Gross Fund. T-Mobile will not oppose Plaintiffs' Counsel's attorneys' fees, costs, and expenses requests. The settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's petition for attorneys' fees, costs, and expenses. Payment of such attorneys' fees, costs, and expenses to Plaintiffs' Counsel shall be made in accordance with this Agreement and shall constitute full satisfaction of any and all obligations by T-Mobile to pay any person, attorney or law firm for attorneys' fees, costs, or expenses incurred on behalf of Qualified Claimants. The Settling Parties expressly agree that the Court's approval or denial of any request for attorneys' fees, costs, and expenses is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Plaintiffs' Counsel for an award for attorneys' fees, costs, and expenses shall not operate to terminate or cancel this Agreement. Any settlement funds allocated as Attorneys' Fees, Costs and Expenses, but not approved by the Court, will be allocated pursuant to Section III.D.1, above, as part of the Net Fund available to Potential Opt-in Plaintiffs. Within 30 days of the Court's approval of fees and costs as described above, and the settlement becoming Effective, T-Mobile shall cause said amount to be wired to the QSF. The funds for the payment of approved attorneys' fees and expenses shall be paid to Plaintiffs' Counsel by the Settlement Administrator within 10 days of such amount being wired to the Settlement Administrator.

4. Settlement Administration Fees. In order to determine the Net Fund, the Settlement Administrator shall provide a not-to-exceed binding estimate of the Settlement Administration fees within 10 days of the Court's approval of the Settlement, which shall be deducted from the Gross Fund. T-Mobile shall cause the Settlement Administration fees to be paid to the Settlement Administrator within 30 days of the date payments are mailed to Qualified Claimants. If the administration fees are less than the estimated amount, said amount shall revert to T-Mobile.

E. Payments to Qualified Claimants

1. Payments to Qualified Claimants. Within ten (10) days after the close of the later of the Claim Bar Date and any open Cure Claim Bar Dates, the Settlement Claims Administrator will provide T-Mobile's Counsel and Plaintiffs' Counsel with a list of all Qualified Claimants, the total amount to be paid to them under the terms of the Agreement, and the total amount necessary to satisfy all individual payments (including employer-funded tax obligations) to the Qualified Claimants. The Settling Parties shall review and confirm within ten (10) business days approval of the list and amounts calculated for Qualified Claimants. Within thirty (30) calendar days of the Settling Parties' approval of the list and amounts calculated for Qualified Claimants, T-Mobile shall wire payment for Qualified Claimants to the Settlement Administrator to be deposited into the QSF.

2. Timing of Payments. Within fourteen (14) days from receipt of the payment to be made to Qualified Claimants, the Settlement Claims Administrator will transmit all payments to Qualified Claimants by First Class U.S. Mail to the last known address for each Qualified Claimant, or such other address provided by the Qualified Claimant to the Settlement Claims Administrator.

3. Negotiation of Settlement Checks. Qualified Claimants will have one hundred twenty (120) days after the date on the settlement checks (the "Check Issuance Date") in which to negotiate the checks. If any Qualified Claimant does not negotiate his or her settlement check within one hundred twenty (120) days after the Check Issuance Date, the check will be void and a stop-payment will be issued. The settlement check amounts of any uncashed checks shall be returned to T-Mobile without affecting the release given by the Qualified Claimant. Any funds remaining in the Qualified Settlement Fund after payment to: (1) all Qualified Claimants; (2) all attorneys' fees, costs, and litigation expenses approved by the Court; (3) General Release Payments approved by the Court; (4) all costs incurred by the Settlement Claims Administrator and all costs in connection with the Settlement Fund including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Qualified Settlement Fund and tax treatment and tax reporting of awards to Plaintiffs and Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below), as approved by the Court; and (5) applicable federal, state and local income taxes, and all federal and state taxes required to be withheld and/or paid by T-Mobile, shall revert to T-Mobile and must be returned to T-Mobile thirty (30) days after the close of the 120-day deadline to negotiate settlement checks.

IV. RELEASE

These releases are conditioned upon the Court's entry of the Approval Order, and in exchange for the monetary consideration recited in this Agreement, upon full payment of all monetary obligations by T-Mobile, and the Plaintiffs' agreement to dismiss the Litigation with prejudice. In order to receive a settlement payment, all Qualified Claimants agree to execute the Consent that is applicable to them, as set forth in Composite Exhibit 3.

A. Release by Qualified Claimants in the National Training Collective.

All Qualified Claimants who are members of the National Training Collective agree to release T-Mobile, together with T-Mobile’s parents, subsidiaries, affiliates, divisions, partners, members, joint ventures, predecessor and successor corporations and business entities, past, present, and future and its and their agents, directors, officers, employees, shareholders, insurers and reinsurers, representatives, attorneys, and employee benefit plans and administrators (and the trustees or other individuals affiliated with such plans) past, present, and future (collectively, the “Released Parties”) from 3/1/2021 through 2/27/2024 related to or associated with their initial training period weeks at T-Mobile of and from: any and all state, local, and federal Wage and Hour Claims, which shall include, without limitation, all federal, state, and local claims, demands, liabilities, primary rights, and causes of action relating to any alleged failure to pay any type of straight time, minimum wages, and/or overtime wages, payment for all hours worked, spread of hours, meal and/or rest breaks, keeping records of hours worked or compensation due, timing and method of payments, or any other wages under any federal, state, or local law or regulation or common law, whether known or unknown, all claims for penalties, and liquidated damages, punitive damages, interest, attorneys’ fees, paralegals’ fees, experts’ fees, litigation expenses, restitution, equitable relief, and any other available relief related to or associated with their initial training period weeks at T-Mobile. Any Qualifying Claimant located in California further will agree and acknowledge that they understand and waive the provisions of California Civil Code Section 1542 with regards to these released claims that “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

B. Release by Qualified Claimants in the National COVID Collective and California COVID Collective.

All Qualified Claimants in the National COVID and California COVID Collectives agree to release T-Mobile, together with T-Mobile’s parents, subsidiaries, affiliates, divisions, partners, members, joint ventures, predecessor and successor corporations and business entities, past, present, and future and its and their agents, directors, officers, employees, shareholders, insurers and reinsurers, representatives, attorneys, and employee benefit plans and administrators (and the trustees or other individuals affiliated with such plans) past, present, and future (collectively, the “Released Parties”), for the time periods specified below, of and from: any and all state, local, and federal Wage and Hour Claims, which shall include, without limitation, all federal, state, and local claims, demands, liabilities, primary rights, and causes of action relating to any alleged failure to pay any type of straight time, minimum wages, and/or overtime wages, payment for all hours worked, spread of hours, meal and/or rest breaks, keeping records of hours worked or compensation due, timing and method of payments, or any other wages under any federal, state, or local law or regulation or common law, whether known or unknown, all claims for penalties, and liquidated damages, punitive damages, interest, attorneys’ fees, paralegals’ fees, experts’ fees,

litigation expenses, restitution, equitable relief, and any other available relief based on the wage and hour claims listed above. Any Qualifying Claimant located in California further will agree and acknowledge that they understand and waive the provisions of California Civil Code Section 1542 that “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The time frames for said release shall be from 3/1/2021 through 12/31/2021 for the National COVID Collective and from 3/1/2021 through 2/27/2024 for the California COVID Collective.

C. General Release of Known and Unknown Claims By Plaintiffs. In addition to the claims released as set forth in Section IV.A and B, above, Plaintiffs (defined as Jamie Walker, Adam Ross, Avery Sharp, Jeremy Pessoa, and Norman Dawkins), in exchange for accepting and receiving an approved General Release Payment shall release and forever discharge any and all claims, whether in law or in equity, which Plaintiffs assert or could assert, whether known or unknown, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including without limitation, claims under the Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993 (the “FMLA”), the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act, the Financial Reform Recovery and Enforcement Act of 1989, Section 1981 of Title 42 of the United States Code, the federal Worker Adjustment and Retraining Notification (WARN) Act, any other federal, state, or local laws concerning workplace rights or obligations or payment of wages, claims for violation of privacy rights, claims for violation of civil rights, claims for denial of equal rights, discrimination, wrongful termination, retaliation, breach of contract, equitable remedies, interference with advantageous relations, all tort claims, and all claims that were or could have been raised by Plaintiffs in the Litigation or which arose prior to the date Plaintiffs sign this Agreement against the Released Parties with respect to any event, matter, claim, damage or injury arising out of Plaintiffs’ employment with T-Mobile, the termination of such employment, any application for employment with T-Mobile, and/or Plaintiffs’ eligibility for employment with T-Mobile, and/or with respect to any other claim, matter, or event arising prior to execution of this Agreement by Plaintiffs. This does not waive any claim that a Plaintiff could not waive via this Agreement. Nothing in this Agreement, including without limitation the general release and confidentiality provisions, is intended to preclude Plaintiffs from exercising any rights under Section 7 of the National Labor Relations Act, or participating in any investigation as conducted by any governmental agency, or joining or filing a charge with any administrative agency as long as they do not seek any damages, remedies, or other relief for themselves personally, or personally share in the proceeds of any monetary settlement or award, which they promise not to do, and any right to which they hereby waive, unless prohibited by law. Further, nothing in this Agreement is intended to, or shall prevent, impede, or interfere with Plaintiffs’ right to provide information to, or testify or otherwise assist in any investigation or proceeding conducted by T-Mobile or any federal, state, or local government agency or legislative body, or to waive or limit any right by Plaintiffs to receive and retain an award for information provided to the S.E.C., or an award from a government-administered whistleblower award program for providing information directly to a governmental agency. Plaintiffs Adam Ross, Avery Sharp, and Jeremy

Pessoa further agree and acknowledge that they understand and waive the provisions of California Civil Code Section 1542 that “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

D. Age Discrimination Release and Waiver by Avery Sharp and Jamie Walker.

In addition to the claims released in Section IV.C, above, Avery Sharp and Jamie Walker release and forever discharge all claims under the Age Discrimination in Employment Act. They each acknowledge that they would not be entitled to the General Release payments referenced in this Agreement but for their execution of this General Release. They each acknowledge that they have had the opportunity to obtain the assistance and advice of legal counsel in reviewing and understanding the General Release, that they indeed have had the assistance of counsel in reviewing and understanding the General Release, and that they each understand completely the General Release and the legal effect thereof. They further acknowledge that nothing in this Agreement affects their rights under the Older Workers Benefit Protection Act to have a judicial determination of the validity of this release and waiver, and that they have had a period of twenty one (21) calendar days within which to review this Agreement to determine whether or not to enter into it and the general release contained herein. Sharp and Walker acknowledge that, should they execute and return this Agreement and the general release contained herein prior to the expiration of the 21 day period, they do so willingly and voluntarily and without duress. Should Sharp and/or Walker enter into this Agreement, they each will have seven (7) calendar days following the day of their execution within which to revoke it (the “Revocation Period”). Any revocation of the Agreement by either of them must be in writing, and actually received by T-Mobile, Attn: Mary Ruth Houston, Esquire, at the email address of mhouston@shutts.com. The revocation must state, “I hereby revoke my acceptance of the Settlement Agreement and Release.” To be effective, the revocation must be delivered on or before the end of the eighth calendar day from Sharp’s or Walker’s, as applicable, execution of this Agreement. If the last day of the revocation period is a Saturday, Sunday, or legal holiday, then the revocation period shall extend to the next day which is not a Saturday, Sunday, or legal holiday. The Agreement and general release contained herein are not effective or enforceable as to Sharp or Walker, as applicable, until the time for revocation has expired.

V. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:

Gregg I. Shavitz, Esq.
Shavitz Law Group, P.A.
951 Yamato Road, Suite 285
Boca Raton, FL 33431
Tel: (561) 447-8888
gshavitz@shavitzlaw.com

Counsel for T-Mobile:

Mary Ruth Houston, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, FL 32801
Tel: (407) 835-6939
mhouston@shutts.com

VI. REPRESENTATION BY COUNSEL

All of the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel.

VII. NO ADMISSION OF LIABILITY OR APPROPRIATENESS OF CLASS TREATMENT

By entering into this Agreement, T-Mobile admits no liability of any kind, and T-Mobile expressly denies any liability or wrongdoing, and T-Mobile expressly denies that collective certification is appropriate apart from this settlement agreement. T-Mobile enters into this Agreement to avoid further litigation expense and disruption to its business. The Settling Parties acknowledge and agree that liability for the actions that are the subject matter of the Litigation is disputed by T-Mobile. The Settling Parties further agree that this Agreement does not constitute a determination or admission that any group of similarly situated employees exists to maintain a collective action under the FLSA, and in the event that this Agreement or a subsequent settlement in the Litigation by the Settling Parties is not approved by the Court, the Settling Parties agree that they will return to the status quo ante and that T-Mobile may argue that collective treatment is not proper under the FLSA. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Settling Parties to this Agreement. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to suggest an admission of liability (or the certifiability of any class, collective, or other representative group) in any dispute the Settling Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement.

VIII. MODIFICATION OF AGREEMENT

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties, and as approved by the Court with respect to material modifications or amendments.

IX. EXTENSION OF TIME

The Settling Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice to the Court.

X. CONSTRUCTION AND INTERPRETATION

A. Entire Agreement. This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Settling Parties. This Agreement has been drafted jointly and is not to be construed against any party.

B. No Reliance on Representations or Extrinsic Evidence. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

C. Controlling Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with federal law and the laws of the State of Florida, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws, and shall be subject to the continuing jurisdiction of the Circuit Court in and for Palm Beach County, Florida.

D. No Assignment. Plaintiffs' Counsel and the Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action. A similar representation shall be included on the Consent to Join and Release Form.

E. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release in paragraph IV, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

XI. COUNTERPARTS

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

XII. CAPTIONS

The captions or headings of the paragraphs in this Agreement are inserted for convenience or reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

XIII. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the Settling Parties to this Agreement. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of T-Mobile and its parents, subsidiaries, affiliates, divisions, partners, members, joint ventures, predecessor and successor corporations and business entities, past, present, and future and its and their agents, directors, officers, employees, shareholders, insurers and reinsurers, representatives, attorneys, and employee benefit plans and administrators (and the trustees or other individuals affiliated with such plans) past, present, and future, and all persons acting by, through, under or in concert with any of them. Also without limiting the foregoing, this Agreement shall be binding upon the spouses, children, heirs, assigns, administrators, executors, beneficiaries, conservators, successors and offspring of all Qualified Claimants.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this litigation and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party.

XV. AUTHORITY OF COUNSEL

A. Facsimile, Electronic, and E-Mail Signatures. Any Settling Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile, e-signature, or e-mail.

B. Voluntary Signature. All Settling Parties agree that they have signed this Agreement, or authorized their counsel to sign this Agreement on their behalf, knowingly, voluntarily, with full knowledge of its significance, and without coercion.

C. Warranty of Counsel. Plaintiffs' Counsel warrant and represent that they are expressly authorized by the Plaintiffs to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Counsel for T-Mobile warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by T-Mobile pursuant to this Agreement in order to effectuate its terms.

XVI. CONTINUING JURISDICTION

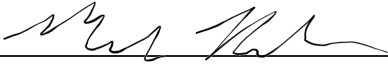
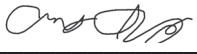
The Settling Parties hereto agree to move for the Circuit Court in and for Palm Beach County, Florida, to retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement

funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement or the issues of law and facts asserted in the Litigation.


XVII. EFFECT OF NON-APPROVAL

In the event that the Agreement is not approved by the Court for any reason in the form submitted by the Settling Parties, the Settling Parties will attempt in good faith to address any concerns raised by the Court and resubmit a revised settlement agreement for approval. If the Agreement is not ultimately approved by the Court materially in the form agreed to by the parties, this Agreement shall be null and void and of no effect.


Remainder of Page Intentionally Left Blank

Dated: <u>9/11/2024</u>	T-Mobile USA, Inc.: By:  Title: <u>EVP & General Counsel</u>
Dated: <u>09/03/2024</u>	Avery Sharp: 
Dated: _____	Adam Ross: _____
Dated: _____	Jeremy Pessoa: _____
Dated: _____	Jamie Walker: _____
Dated: _____	Norman Dawkins: _____

ORLDOCS 21407017 16

Dated: _____	T-Mobile USA, Inc.: By: _____ Title: _____
Dated: _____	Avery Sharp: _____
Dated: <u>09/04/2024</u>	Adam Ross:  _____
Dated: _____	Jeremy Pessoa: _____
Dated: _____	Jamie Walker: _____
Dated: _____	Norman Dawkins: _____


ORLDOCS 21407017 16

Dated: _____	T-Mobile USA, Inc.: By: _____ Title: _____
Dated: _____	Avery Sharp: _____
Dated: _____	Adam Ross: _____
Dated: <u>09/04/2024</u>	Jeremy Pessoa:  _____
Dated: _____	Jamie Walker: _____
Dated: _____	Norman Dawkins: _____

ORLDOCS 21407017 16

Dated: _____	T-Mobile USA, Inc.: By: _____ Title: _____
Dated: _____	Avery Sharp: _____
Dated: _____	Adam Ross: _____
Dated: _____	Jeremy Pessoa: _____
Dated: <u>09/03/2024</u> _____	Jamie Walker: <i>Jamie Walker</i> _____
Dated: _____	Norman Dawkins: _____

ORLDOCS 21407017 16

Dated: _____	T-Mobile USA, Inc.: By: _____ Title: _____
Dated: _____	Avery Sharp: _____
Dated: _____	Adam Ross: _____
Dated: _____	Jeremy Pessoa: _____
Dated: _____	Jamie Walker: _____
Dated: <u>09/05/2024</u> _____	Norman Dawkins:  _____

ORLDOCS 21407017 16

EXHIBIT 1

4. The case is closed and all other pending motions are denied as moot.

DONE AND ORDERED, in Chambers, in Broward County, in the Seventeenth Judicial Circuit, this _____ day of _____, 2024.

Honorable Circuit Court Judge

EXHIBIT 2

NOTICE OF SETTLEMENT AND OPPORTUNITY TO PARTICIPATE IN SETTLEMENT OF LAWSUIT

This Notice is authorized by the Circuit Court in the 15th Judicial Circuit in and for Palm Beach County. This is not a solicitation from a lawyer.

- A settlement has been entered to resolve a collective action lawsuit that has been filed under the Fair Labor Standards Act (“FLSA”) on behalf of certain current or former employees working under SMB Account Executive titles at T-Mobile USA, Inc. (“T-Mobile”) in the United States during the time frames specified below.
- The case is titled *Walker et al. v. T-Mobile USA, Inc.* No. [REDACTED] filed in the 15th Judicial Circuit Court in Palm Beach County, Florida (“Lawsuit”).
- This Notice describes important terms of the Settlement Agreement and Release of Claims (“Settlement”). T-Mobile does not believe that it did anything wrong, and T-Mobile contends that it paid all employees correctly. However, T-Mobile has entered into this settlement to avoid litigation costs and business disruptions.
- You may participate in the Settlement by fully completing and submitting the Consent to Join Settlement, Release, and Claim Form by [60 days from mailing]. For instructions on accessing a Consent to Join Settlement, Release, and Claim Form, go to section 4 of this notice.)
- If you participate in the Settlement, you will receive an estimated settlement payment of \$ [REDACTED], which is based on an allocation for your initial Account Executive training period and/or the number of weeks you worked as an SMB Account Executive during certain periods of the Covid-19 pandemic as set forth below. In exchange, you will be releasing T-Mobile from all wage and hour and related claims for those time frame(s).
- Half of your estimated settlement payment will be subject to deductions for payroll taxes and other legally required withholdings. The other half of your estimated settlement payment will be treated as non-wage income without withholdings, but it will be reported to the IRS on form 1099. T-Mobile’s share of employer-funded payroll taxes will also be paid from your settlement share.

1. What are my legal options?

**SEND IN
THE CLAIM
FORM AND
RELEASE.**

Receive a settlement payment. Give up or “release” certain claims and become a Plaintiff in the lawsuit.

	<p>By timely fully completing and submitting the Consent to Join Settlement, Release, and Claim Form (see Section 4), you will receive your estimated settlement payment and release unpaid wage claims against T-Mobile that are covered by the Settlement. You may obtain a copy of the Settlement Agreement by contacting the Settlement Claims Administrator at [phone number].</p>
<p>DO NOTHING.</p>	<p>You do not give up any rights; however, you will not receive a settlement payment.</p> <p>If you do nothing and do not send back your Consent to Join Settlement, Release, and Claim Form, you will not receive any settlement payment and will not release any claims.</p>

2. What this lawsuit and who is involved?

In this Lawsuit, SMB Account Executives raise two claims: (1) that they were misclassified as exempt employees not eligible for overtime during their initial training period during the period between 3/1/2021 and 2/27/2024 (the “National Training Collective”), and (2) that they were misclassified as exempt and not eligible for overtime during certain periods of the Covid-19 pandemic (the “Covid period”), which is defined as 3/1/2021 to 2/27/2024 for those working in California (the “California Covid Collective”) and 3/1/2021 to 12/31/2021 for those working in states other than California (the “National Covid Collective, Excluding California”). The difference in dates is due to California specific laws.

T-Mobile denies any liability. Among other things, T-Mobile denies that employees were misclassified, and it contends that, at all times, SMB Account Executives were performing the duties required of exempt employees. In 2023, Plaintiffs’ counsel began investigating these claims, and on [redacted], 2024, the Court approved the lawsuit’s settlement.

3. Why did I get this notice?

You are receiving this Notice because T-Mobile’s records indicate you received initial training and/or worked as an SMB Account Executive during the applicable periods. Because you may be a member of the Settlement, your legal rights may be affected. You should read this Notice carefully.

You must decide whether to opt-in to this Settlement and receive a settlement payment from the Lawsuit in exchange for a waiver of your claims.

4. How do I participate in this action and receive a settlement payment?

You must fully complete and return the Consent to Join Settlement, Release, and Claim Form to the Settlement Claims Administrator by [date]. The Settlement Claims Administrator’s contact information is:

**Account Executive Litigation Settlement Claims Administrator c/o
[Settlement Administrator Name]**

[Settlement Administrator Street Address, City, State, Zip Code]
[Settlement Administrator Telephone Number]
[Settlement Administrator E-mail Address]

You can access a PDF of your Consent to Join, Release, and Claim Form electronically by visiting [www.](#). You may then download the Consent to Join, Release, and Claim Form, complete it electronically or download the Consent to Join, Release, and Claim Form, complete it on a paper copy, and mail or email it to the above address. You are also encouraged to contact the Settlement Administrator to confirm receipt. The release contained in the Consent to Join, Release, and Claim Form applies to T-Mobile, together with T-Mobile's parents, subsidiaries, affiliates, divisions, partners, members, joint ventures, predecessor and successor corporations and business entities, past, present, and future and its and their agents, directors, officers, employees, shareholders, insurers and reinsurers, representatives, attorneys, and employee benefit plans and administrators (and the trustees or other individuals affiliated with such plans), past, present, and future ("Released Parties").

If the address to which this Notice was sent is no longer your address, you should immediately advise the Settlement Claims Administrator, at the address listed above and on the Claim Form.

5. Who are the attorneys who represent the Named Plaintiffs?

The Shavitz Law Group, P.A. represents the Named Plaintiffs and has negotiated the settlement terms. As part of the Settlement, the law firm will be paid one-third of the Settlement to compensate them for their attorneys' fees, plus their out-of-pocket costs and expenses for litigating and settling the Lawsuit. You will not have to pay the attorneys any of their fees, costs or expenses out-of-pocket.

Information about the firm is available at <https://www.shavitzlaw.com> and their phone number is 800-616-4000 and e-mail is slg@shavitzlaw.com.

6. Will I be retaliated against for participating in the Lawsuit?

No. T-Mobile will not retaliate against you based on your decision to participate or not participate in this Lawsuit.

7. Can I get more information about the Settlement?

If you would like more information about the Settlement, you may contact the Settlement Claims Administrator, [NAME], at [phone number/email address/street address] or Plaintiffs' Counsel at 800-616-4000.

EXHIBIT 3

CONSENT TO JOIN SETTLEMENT AS A PLAINTIFF, RELEASE, AND CLAIM FORM
[Members of Training Collective Only]

TO RECEIVE MONEY FROM THIS SETTLEMENT IN EXCHANGE FOR YOUR RELEASE OF CLAIMS, YOU MUST COMPLETE AND SUBMIT THIS FORM BY [DATE]

Walker et al. v. T-Mobile USA, Inc.,
Case No. 50-2024-CA-007377-XXA-MB
Circuit Court in the Fifteenth Judicial Circuit, Palm Beach County, Florida

To receive your settlement payment, become a party to the case, and release your right to sue for the settled claims, you must complete, sign, and return this Claim Form by mail or by email to:

SMB Account Executive Litigation Settlement Claims Administrator c/o
[Settlement Administrator Name]
[Settlement Administrator Street Address, City, State, Zip Code]
[Settlement Administrator Telephone Number]
[Settlement Administrator E-mail Address]

Your Claim Form must be postmarked or otherwise received by delivery or email by [DATE].

RELEASE OF YOUR CLAIMS

By signing and timely submitting this Claim Form, you agree to be bound by the terms of the Settlement and to release T-Mobile, and Released Parties as defined in the Notice of Settlement, for any time during the period between March 1, 2021 through February 27, 2024 during which you attended initial training for an SMB Account Executive position for T-Mobile USA, Inc., of and from: any and all state, local, and federal Wage and Hour Claims, which shall include, without limitation, all federal, state, and local claims, demands, liabilities, primary rights, and causes of action relating to any alleged failure to pay any type of straight time, minimum wages, and/or overtime wages, payment for all hours worked, spread of hours, meal and/or rest breaks, keeping records of hours worked or compensation due, timing and method of payments, or any other wages under any federal, state, or local law or regulation or common law, whether known or unknown, all claims for penalties, and liquidated damages, punitive damages, interest, attorneys' fees, paralegals' fees, experts' fees, litigation expenses, restitution, equitable relief, and any other available relief based on the wage and hour claims listed above that are related to or associated with your initial training weeks at T-Mobile. If you were based in California during the settlement period, you further acknowledge that you understand and waive the provisions of California Civil Code Section 1542 with regards to these released claims that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

CONSENT TO JOIN & AGREEMENT TO BE BOUND BY RELEASE:

I hereby consent, agree, and opt-in to be a party Plaintiff in the above-captioned collective action. I further agree to be bound by the collective action settlement and release approved by the Court as contained in the settlement agreement. I hereby designate the Shavitz Law Group, P.A. to represent me in this action. I understand that by filing this consent, I will be bound by the judgment of the Court on all issues in this case.

Signature: _____ Date: _____

Print: _____

QUESTIONS? CALL [TELEPHONE NUMBER] OR VISIT [WEBSITE DOMAIN]

First

Middle

Last

Former (Maiden) Names worked under, if any: _____

Note: Your address and other identifying information will be kept confidential and will not be filed with the Court.

Street Address

City

State

Zip Code

Email Address: _____

Home phone: _____ Cell phone: _____

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Claims Administrator of your new address to ensure processing of your claim. It is your responsibility to keep a current address on file with the Settlement Claims Administrator. Please contact the Settlement Claims Administrator at the address, phone number or e-mail address listed above.

**CLAIMS FORMS SUBMITTED AFTER [DATE]
WILL BE REJECTED.**

ORLDOCS 21566266 7

QUESTIONS? CALL [TELEPHONE NUMBER] OR VISIT [WEBSITE DOMAIN]

CONSENT TO JOIN SETTLEMENT AS A PLAINTIFF, RELEASE, AND CLAIM FORM
[Members of (i) Training and California Covid Collectives or (ii) California Covid Collective only]

TO RECEIVE MONEY FROM THIS SETTLEMENT IN EXCHANGE FOR YOUR RELEASE OF CLAIMS, YOU MUST COMPLETE AND SUBMIT THIS FORM BY [DATE]

Walker et al. v. T-Mobile USA, Inc.,
Case No. 50-2024-CA-007377-XXXXA-MB, Circuit Court in the Fifteenth Judicial Circuit, Palm Beach County,
Florida

To receive your settlement payment, become a party to the case, and release your right to sue for the settled claims, you must complete, sign, and return this Claim Form by mail or by email to:

SMB Account Executive Litigation Settlement Claims Administrator c/o
[Settlement Administrator Name]
[Settlement Administrator Street Address, City, State, Zip Code]
[Settlement Administrator Telephone Number]
[Settlement Administrator E-mail Address]

Your Claim Form must be postmarked or otherwise received by electronic submission delivery or email by
[DATE].

RELEASE OF YOUR CLAIMS

By signing and timely submitting this Claim Form, you agree to be bound by the terms of the Settlement and release T-Mobile USA, Inc. and Released Parties as defined in the Notice of Settlement for any time during the period between March 1, 2021 through February 27, 2024, while you worked and/or trained as an SMB Account Executive for T-Mobile USA, Inc., of and from: any and all state, local, and federal Wage and Hour Claims, which shall include, without limitation, all federal, state, and local claims, demands, liabilities, primary rights, and causes of action relating to any alleged failure to pay any type of straight time, minimum wages, and/or overtime wages, payment for all hours worked, spread of hours, meal and/or rest breaks, keeping records of hours worked or compensation due, timing and method of payments, or any other wages under any federal, state, or local law or regulation or common law, whether known or unknown, all claims for penalties, and liquidated damages, punitive damages, interest, attorneys' fees, paralegals' fees, experts' fees, litigation expenses, restitution, equitable relief, and any other available relief based on the wage and hour claims listed above. If you were based in California during the settlement period, you further acknowledge that you understand and waive the provisions of California Civil Code Section 1542 with regards to these released claims that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

CONSENT TO JOIN & AGREEMENT TO BE BOUND BY RELEASE:

I hereby consent, agree, and opt-in to be a party Plaintiff in the above-captioned collective action. I further agree to be bound by the collective action settlement and release approved by the Court as contained in the settlement agreement. I hereby designate the Shavitz Law Group, P.A. to represent me in this action. I understand that by filing this consent, I will be bound by the judgment of the Court on all issues in this case.

Signature: _____ Date: _____

Print: _____

QUESTIONS? CALL [TELEPHONE NUMBER] OR VISIT [WEBSITE DOMAIN]

First

Middle

Last

Former (Maiden) Names worked under, if any: _____

Note: Your address and other identifying information will be kept confidential and will not be filed with the Court.

Street Address

City

State

Zip Code

Email Address: _____

Home phone: _____ Cell phone: _____

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Claims Administrator of your new address to ensure processing of your claim. It is your responsibility to keep a current address on file with the Settlement Claims Administrator. Please contact the Settlement Claims Administrator at the address, phone number or e-mail address listed above.

**CLAIMS FORMS SUBMITTED AFTER [DATE]
WILL BE REJECTED.**

ORLDOCS 21450612 12

QUESTIONS? CALL [TELEPHONE NUMBER] OR VISIT [WEBSITE DOMAIN]

Street Address

City

State

Zip Code

Email Address: _____

Home phone: _____ Cell phone: _____

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Claims Administrator of your new address to ensure processing of your claim. It is your responsibility to keep a current address on file with the Settlement Claims Administrator. Please contact the Settlement Claims Administrator at the address, phone number or e-mail address listed above.

**CLAIMS FORMS SUBMITTED AFTER [DATE]
WILL BE REJECTED.**

ORLDOCS 21484619 8

QUESTIONS? CALL [TELEPHONE NUMBER] OR VISIT [WEBSITE DOMAIN]

EXHIBIT 4

NOTICE OF SETTLEMENT OF WAGE CLAIMS RELATED TO SMB ACCOUNT
EXECUTIVE LITIGATION
[MEMBERS OF TRAINING COLLECTIVE ONLY]

Based on T-Mobile's records, you may be entitled to claim a share of this settlement. Specifically, you received initial training as an SMB Account Executive during the period between 3/1/2021 and 2/27/2024.

To recover money, you must join this settlement by completing and submitting a Consent to Join, Release, and Claim Form, which can be found at: www. .com. Your unique Claimant ID Number, which is required to complete your Claim Form, is located on the front of this post-card. You can also access a more detailed Notice of Settlement at that website. The deadline to complete and submit your Claim Form is: **[DATE]**.

What is this about?

A lawsuit was filed against T-Mobile USA, Inc. ("T-Mobile") for allegedly misclassifying SMB Account Executives as exempt from overtime during initial training under a federal law, the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. The case is titled *Walker et al., v. T-Mobile USA, Inc.*, Case No., 50-2024-CA-007377-XXXA-MB, 15th Judicial Circuit Court for Palm Beach County, Florida. T-Mobile denies any wrongdoing and contends it paid employees properly.

What is my share of the settlement?

Your settlement payment is based on an allocation using the amount of weeks you worked during training during the time period covered by the settlement. You can find your settlement amount at www. .

How do I get more information?

More information, including a detailed Notice about the Settlement can be found at: www. . You can also contact the Settlement Administrator at: **[phone]** or **[email]**.

You may also contact the Collectives Attorney:
Gregg Shavitz, Esq.
Shavitz Law Group,
P.A.
561-447-8888
slg@shavitzlaw.com

DO NOT CONTACT
T-MOBILE OR THE
COURT

**This Notice explains your
legal rights and options
regarding a settlement with
T-Mobile for employee
wage claims related to SMB
Account Executives.**

*This is not an advertisement from a
lawyer.*

If you do not act by submitting a
claim form by **[DATE]**, you will not
receive any settlement payment and
will not release any claims.

To obtain the claim form and
participate in the
Settlement, visit:

www.

ACCOUNT EXECUTIVE SETTLEMENT

Claimant ID Number: <<barcode39>>

0*I IBiD 1A101 RIIC 0DI IDII DEII D3I I9 0* -
UAP - <<SequenceNo>>

<<NAME1>>

<<NAME2>>

<<NAME3>>

<<NAME4>>

<<ADDRESS1>>

<<ADDRESS2>>

<<ADDRESS3>>

<<CITY>> <<STATE>> <<ZIP>>

<<COUNTRY>>

ORLDOCS 21567393 8

NOTICE OF SETTLEMENT OF WAGE CLAIMS RELATED TO SMB ACCOUNT
EXECUTIVE LITIGATION
[MEMBERS OF CALIFORNIA COVID COLLECTIVE ONLY]

Based on T-Mobile's records, you may be entitled to claim a share of this settlement. Specifically, you worked in California as an SMB Account Executive during the COVID pandemic period between 3/1/2021 and 2/27/2024 (and were not in new hire training during that period).

To recover money, you must join this settlement by completing and submitting a Consent to Join, Release, and Claim Form, which can be found at: www. .com. Your unique Claimant ID Number, which is required to complete your Claim Form, is located on the front of this postcard. You can also access a more detailed Notice of Settlement at that website. The deadline to complete and submit your Claim Form is: **[DATE]**.

What is this about?

A lawsuit was filed against T-Mobile USA, Inc. ("T-Mobile") for allegedly misclassifying SMB Account Executives as exempt from overtime for certain periods, including during the Covid-19 pandemic, under a federal law, the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. The case is titled *Walker et al., v. T-Mobile USA, Inc.*, Case No. 50-2024-CA-007377-XXXA-MB, 15th Judicial Circuit Court for Palm Beach County, Florida. T-Mobile denies any wrongdoing and contends it paid employees properly.

What is my share of the settlement?

Your settlement payment is based on an allocation using the amount of weeks -you worked during the time period covered by the settlement. You can find your settlement amount at www. .

How do I get more information?

More information, including a detailed Notice about the Settlement can be found at: www. .. You can also contact the Settlement Administrator at: **[phone]** or **[email]**

You may also contact the Collective's Attorney:
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slg@shavitzlaw.com

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ACCOUNT EXECUTIVE SETTLEMENT

Claimant ID Number: <<barcode39>>

0*I IBiD 1A101 RIIC 0DI IDII DEII D3I I9 0* -
UAP - <<SequenceNo>>

<<NAME1>>

<<NAME2>>

<<NAME3>>

<<NAME4>>

<<ADDRESS1>>

<<ADDRESS2>>

<<ADDRESS3>>

<<CITY>> <<STATE>> <<ZIP>>

<<COUNTRY>>

ORLDOCS 21573744 8

**NOTICE OF SETTLEMENT OF WAGE CLAIMS RELATED TO SMB ACCOUNT
EXECUTIVE LITIGATION
[MEMBERS OF NATIONAL COVID COLLECTIVE ONLY]**

Based on T-Mobile's records, you may be entitled to claim a share of this settlement. Specifically, you worked as an SMB Account Executive in the United States (exclusive of California) during the COVID pandemic period between 3/1/2021 and 12/31/2021 (and were not in new hire training during that time).

To recover money, you must join this settlement by completing and submitting a Consent to Join, Release, and Claim Form, which can be found at: www._____.com. Your unique Claimant ID Number, which is required to complete your Claim Form, is located on the front of this postcard. You can also access a more detailed Notice of Settlement at that website. The deadline to complete and submit your Claim Form is: **[DATE]**.

What is this about?

A lawsuit was filed against T-Mobile USA, Inc. ("T-Mobile") for allegedly misclassifying SMB Account Executives as exempt from overtime for certain periods, including during the Covid-19 pandemic, under a federal law, the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. The case is titled *Walker et al., v. T-Mobile USA, Inc.*, Case No., 50-2024-CA-007377-XXXA-MB, 15th Judicial Circuit Court for Palm Beach County, Florida. T-Mobile denies any wrongdoing and contends it paid employees properly.

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How do I get more information?

More information, including a detailed Notice about the Settlement can be found at: www._____. You can also contact the Settlement Administrator at: _____ [phone] or _____ [email].

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you will not receive any settlement
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claims.

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participate in the
Settlement, visit:
www._____.

ACCOUNT EXECUTIVE SETTLEMENT

Claimant ID Number: <<barcode39>>

0*I IBiD 1A101 RIIC 0DI IDII DEII D3I I9 0* -
UAP - <<SequenceNo>>

<<NAME1>>

<<NAME2>>

<<NAME3>>

<<NAME4>>

<<ADDRESS1>>

<<ADDRESS2>>

<<ADDRESS3>>

<<CITY>> <<STATE>> <<ZIP>>

<<COUNTRY>>

ORLDOCS 21481159 10

**NOTICE OF SETTLEMENT OF WAGE CLAIMS RELATED TO SMB ACCOUNT
EXECUTIVE LITIGATION**
[MEMBERS OF TRAINING AND CALIFORNIA COVID COLLECTIVES]

Based on T-Mobile's records, you may be entitled to claim a share of this settlement. Specifically, you received initial training as an SMB Account Executive during the period between 3/1/2021 and 2/27/2024, and you worked in California as an SMB Account Executive during the COVID pandemic during that same period.

To recover money, you must join this settlement by completing and submitting a Consent to Join, Release, and Claim Form, which can be found at: www. .com. Your unique Claimant ID Number, which is required to complete your Claim Form, is located on the front of this postcard. You can also access a more detailed Notice of Settlement at that website. The deadline to complete and submit your Claim Form is: **[DATE]**

What is this about?

A lawsuit was filed against T-Mobile USA, Inc. ("T-Mobile") for allegedly misclassifying SMB Account Executives as exempt from overtime during initial training and for certain periods during the Covid-19 pandemic under a federal law, the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. The case is titled *Walker et al., v. T-Mobile USA, Inc.*, Case No., 50-2024-CA-007377-XXXA-MB, 15th Judicial Circuit Court for Palm Beach County, Florida. T-Mobile denies any wrongdoing and contends it paid employees properly.

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claim form by **[DATE]**, you will not
receive any settlement payment and
will not release any claims.

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participate in the
Settlement, visit:

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ACCOUNT EXECUTIVE SETTLEMENT

Claimant ID Number: <<barcode39>>

0*I IBiD 1A101 RIIC 0DI IDII DEII D3I I9 0* -
UAP - <<SequenceNo>>

<<NAME1>>

<<NAME2>>

<<NAME3>>

<<NAME4>>

<<ADDRESS1>>

<<ADDRESS2>>

<<ADDRESS3>>

<<CITY>> <<STATE>> <<ZIP>>

<<COUNTRY>>

ORLDOCS 21450560 12

NOTICE OF SETTLEMENT OF WAGE CLAIMS RELATED TO SMB ACCOUNT
EXECUTIVE LITIGATION
[MEMBERS OF TRAINING AND NATIONAL COVID COLLECTIVES]

Based on T-Mobile's records, you may be entitled to claim a share of this settlement. Specifically, between 3/1/2021 and 12/31/2021, you received initial training as an SMB Account Executive, and you worked in the United States (exclusive of California) as an SMB Account Executive during the COVID pandemic.

To recover money, you must join this settlement by completing and submitting a Consent to Join, Release, and Claim Form, which can be found at: www. .com. Your unique Claimant ID Number, which is required to complete your Claim Form, is located on the front of this postcard. You can also access a more detailed Notice of Settlement at that website. The deadline to complete and submit your Claim Form is: **[DATE]**

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[REDACTED].

ACCOUNT EXECUTIVE SETTLEMENT

Claimant ID Number: <<barcode39>>

0*I IBiD 1A101 RIIC 0DI IDII DEII D3I I9 0* -
UAP - <<SequenceNo>>

<<NAME1>>

<<NAME2>>

<<NAME3>>

<<NAME4>>

<<ADDRESS1>>

<<ADDRESS2>>

<<ADDRESS3>>

<<CITY>> <<STATE>> <<ZIP>>

<<COUNTRY>>

ORLDOCS 21478666 12