

UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS

In re)
SPRINT CORPORATION SECURITIES)
LITIGATION) Master File No. 01-4080-CM
_____) This Document Relates To All Actions

PRELIMINARY APPROVAL ORDER

WHEREAS, Lead Plaintiffs (on behalf of themselves and the Class Members) and the Named Plaintiffs (together, "Plaintiffs") in the above-captioned litigation (the "Action"), have entered into a Stipulation and Agreement of Settlement dated as of April 7, 2003 (the "Stipulation") with defendants Sprint Corporation ("Sprint" or the "Company") and the Individual Defendants (together, "Settling Defendants") which is subject to review under Rule 23 of the Federal Rules of Civil Procedure ("Fed. R. Civ. P.") and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the Action and the dismissal of the Action with prejudice; and the Court having read and considered the Stipulation and the accompanying documents; and the parties to the Stipulation having consented to entry of this Order; and all capitalized terms used herein having the same meanings set forth in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED, this 29th day of October,
2003 that:

1. (a) The Court hereby conditionally certifies, for settlement purposes only, a class pursuant to Fed. R. Civ. P. 23(b)(3), defined as follows:

ALL PERSONS OR ENTITIES WHO, BETWEEN OCTOBER 4, 1999 AND SEPTEMBER 19, 2000, INCLUSIVE (THE "CLASS PERIOD"), WHO PURCHASED ON THE OPEN MARKET THE PUBLICLY-TRADED FON AND PCS COMMON STOCK AND WHO SUFFERED A LOSS AS A RESULT.

Excluded from the Class are the Settling Defendants, members of the immediate family of each of the Individual Defendants, any entity in which Sprint has or had a controlling interest, and the legal representatives, heirs, executors, successors or assigns of any such excluded party and those members of the Class that timely and validly exclude themselves from the Class. The representatives of the Class shall include the Lead Plaintiffs.

(b) The Court preliminarily finds that (i) members of the Class are so numerous as to make joinder impracticable; (ii) the claims of the Plaintiffs are typical of the claims of the Class they seek to represent; (iii) the interests of the members of the Class will be, and have been, fairly and adequately represented by the Lead Plaintiffs and their counsel of record in this action; (iv) a class action is superior to other available methods for the fair and efficient adjudication of this Action; (v) common questions of law and fact exist as to all members of the Class; and (vi) such common questions predominate over any questions solely affecting individual members of the Class.

2. The terms of the Stipulation, and the Settlement provided for therein, are preliminarily approved. A hearing (the "Settlement Hearing"), pursuant to Fed. R. Civ. P. 23(e), shall be held before the Court on Tuesday, December 16, 2003, at 9:30 a.m. in Courtroom 463 of the United States District Court for the District of Kansas, 500 State Avenue, Kansas City, Kansas (or such adjourned time or times as the Court may without further notice direct):

(a) to determine whether the terms of the Stipulation and the proposed Settlement provided for therein are fair, reasonable, adequate and in the best interests of the Class and should be approved by the Court;

(b) to determine whether the Final Judgment as provided under the Stipulation should be entered, dismissing the Complaint filed in this Action with prejudice, and to determine whether the release by the Class of the Released Claims, as set forth in the Stipulation, should be provided to the Released Parties;

(c) to determine whether the proposed Plan of Allocation for distributing the settlement proceeds among Class Members should be approved by the Court;

(d) to determine the amount of fees and expenses awarded to Plaintiffs' counsel and the amounts which should be ordered reimbursed to the Lead Plaintiffs for their time and expenses incurred in prosecuting the Action; and

(e) to rule upon such other matters as the Court may deem appropriate.

3. The Court approves, in form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release, and the Summary Notice (the "Summary Notice"), annexed as exhibits A-1, A-2, and A-3 respectively to the Stipulation and this Order, and finds that the publication, mailing, and Internet posting of such notices in the manner and form set forth in the Stipulation and as set forth herein, meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and the Rules of this Court, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

4. Gilardi & Co. LLC is hereby appointed Settlement Administrator to supervise and administer the notice process as well as process claims as more fully set forth in the Stipulation.

5. (a) On or before ten (10) days after entry of this Order, a copy of the Notice substantially in the form annexed as Exhibit A-1 to the Stipulation shall be: (1) mailed by first class mail to each Member of the Class to the extent shown by the records of Sprint or its transfer agent at the address set forth in such records, and (2) the Stipulation and all exhibits thereto and the Complaint shall be posted on the Internet at the Settlement Administrator's Internet website, www.gilardi.com.

(b) On or before twenty (20) days after entry of this Order, a copy of the Summary Notice, substantially in the form annexed as Exhibit A-3 to the Stipulation, shall be published on two separate occasions in the national edition of *Investor's Business Daily* and *The Kansas City Star*.

(c) At or prior to the Hearing provided in paragraph 2 of this Order, proof, by affidavit, of such mailing and publication shall be filed.

6. Within ten (10) days after the receipt of the Notice and the Proof of Claim and Release, nominees who hold or held the Subject Securities purchased during the period October 4, 1999 to September 19, 2000, inclusive, for the benefit of another person shall either (i) send the Notice and the Proof of Claim and Release to all beneficial owners of such securities, or (ii) send a list of names and addresses of such beneficial owners to the Settlement Administrator who, in turn, shall promptly mail the Notice and Proof of Claim to such beneficial owners. The Settlement Administrator shall advise such nominees that their reasonable costs in providing the Notice and Proof of Claim and Release to such beneficial owners will be reimbursed upon submission of appropriate documentation.

7. Any Member of the Class may be excluded from the Class by complying on or before fourteen (14) days prior to the Settlement Hearing, with the instructions and procedures set forth in Section IX of the Notice regarding exclusion from the Class. Any Member of the Class who has not requested to be excluded from the Class may, but is not required to, enter an appearance in this Action *pro se* or through counsel of his, her or its own choice. Any Member of the Class who does not enter an appearance shall be represented by Plaintiffs' Co-Lead Counsel.

8. Any Member of the Class who has not requested to be excluded from the Class and who wants to object to the approval of the Stipulation, the application for an award of attorneys' fees and expenses, reimbursement of time and expenses of Lead Plaintiffs, or the proposed Plan of Allocation may do so by appearing at the Settlement Hearing either in person or through an attorney or by presenting an objection by submitting documents, briefs, or affidavits to the Court by filing the same. As set forth in Section XIII of the Notice, in order to appear at the Settlement Hearing or otherwise object to the Settlement, any such Member must file a written notice of objection with the Clerk of the Court on or before fourteen (14) days prior to the Settlement Hearing. This written objection must also be served by hand or first class mail on the parties set forth in Section XIII of the Notice. Any Class Member who does not make his, her, or its objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Stipulation, the proposed Plan of Allocation, or the awards of attorneys' fees and expenses, unless otherwise ordered by the Court.

9. Members who want to participate in the Settlement shall complete and submit a Proof of Claim and Release in accordance with the instructions contained therein. Unless the Court orders

otherwise, all Proofs of Claim and Releases must be submitted no later than ninety (90) days after the initial mailing of the Notice. Any Member for whom a timely and valid Proof of Claim and Release has not been submitted within the time provided for shall, unless otherwise ordered by the Court, be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the terms of the Final Judgment.

10. In the event the Settlement proposed in the Stipulation is terminated or does not become effective as provided for in the Stipulation, then the counsel for any of the Settling Parties may terminate the Stipulation by giving counsel for all other Settling Parties written notice of the termination no later than twenty (20) days following the date of the event giving rise to the right of termination, in which case the provisions of ¶ 25 of the Stipulation shall become effective.

11. On the Settlement Effective Date, all Members of the Class for whom timely and valid requests for exclusion from the Class have not been submitted in accordance with the provisions of Section IX of the Notice shall conclusively be deemed to have dismissed with prejudice all claims asserted against Settling Defendants in the Action and to have released all the Released Claims, and shall be forever barred and enjoined from asserting, prosecuting, or continuing the prosecution of any of the Released Claims pursuant to the terms of the Stipulation.

12. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Member of the Class, other than: (i) those who have already done so as of the date of this Order; or (ii) those for whom valid requests for exclusion from the Class have been submitted, may, either directly, representatively, or in any other capacity, prosecute, institute, or commence any individual, class, or derivative action with respect to the Released Claims against any of the Defendants.

13. The Court reserves the right to approve the Settlement with such modifications as may be agreed to by counsel to the Settling Parties and without further notice to Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement, as well as any applications for awards of fees and expenses to counsel to the Class.

14. The Settlement Administrator, subject to such supervision of the Court and/or Plaintiffs' Co-Lead Counsel, as may be necessary or as circumstances may require, shall provide notice to the Class and administer the processing of Proof of Claim and Release forms. The Settlement Administrator is authorized, *inter alia*, to mail and distribute the Notice to Class Members; arrange for publication of the Summary Notice; reimburse nominal holders for reasonable expenses in locating Class Members and distributing the Notice; receive, evaluate and calculate Proofs of Claim and supporting documents; communicate with Class Members regarding their claims; and perform such additional functions as are provided for in the Stipulation. The Settlement Administrator shall be compensated as provided for in the Stipulation. As set forth in ¶ 16 of the Stipulation, the Settling Defendants and their counsel shall have no responsibility for, interest in, or liability whatsoever with respect to any act, omission or determination of the Escrow Agent, Settlement Administrator, Plaintiffs' Co-Lead Counsel or any designees or agents of Escrow Agent, Settlement Administrator or Plaintiffs' Co-Lead Counsel in connection with the administration of the Settlement or distribution of the Net Settlement Fund.

15. No person who is not a Class Member or Plaintiffs' counsel or a Lead Plaintiff shall have any right to any portion of, or to any distribution of, the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

16. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court.

17. All papers in support of the settlement, the Plan of Allocation, any application by Plaintiffs' counsel for attorneys' fees and expenses and reimbursement of the Lead Plaintiffs' time and expenses shall be filed with the Court and served seven (7) days prior to the Settlement Hearing.

18. The publication of the confidential Supplemental Stipulation, dated as of April 7, 2003, and entered into by the Settling Parties including the terms thereof, would cause direct and substantial harm to such parties and therefore the Supplemental Stipulation shall not be filed with the Court or otherwise disclosed unless and until a dispute among the parties thereto concerning its interpretation or application arises, and, in that event, good cause having been shown, it shall be filed and maintained under seal.

Dated: October 29, 2003

s/ Carlos Murguia
Judge Carlos Murguia
United States District Judge
District of Kansas