

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into as of the last date of any signature below by and among:

- (a) Clearwire Corporation and Clearwire US, LLC (collectively, “Clearwire”), on the one hand, and
- (b) Representative Plaintiffs, as defined below, individually and as representatives of the Plaintiff Settlement Class, as defined below, on the other hand.

RECITALS

A. Representative Plaintiffs filed three lawsuits against Clearwire under the captions *Dennings v. Clearwire Corp.*, 2:10-cv-01859-JLR (W.D. Wash.), *Minnick v. Clearwire US, LLC*, No. 2:09-cv-00912-MJP (W.D. Wash.), and *Newton v. Clearwire Corp.*, No. 2:11-cv-00783-WBS-DAD (E.D. Cal.) (the “Actions”). In the Actions, Representative Plaintiffs claim, among other things, that Clearwire misrepresented its Internet service speed, intentionally slowed customers’ Internet service speeds, and/or provided poor Internet and phone service and that, because of the contractual early termination fee (“ETF”), they have been unable to terminate service despite the poor service or have been forced to pay a penalty to avoid monthly payments for poor service.

B. Clearwire denies the material allegations in the Actions and denies all liability with respect to the facts and claims alleged in the Actions. In addition, Clearwire asserts that the matters alleged in the Actions are subject to mandatory arbitration on an individual basis and denies the Actions are suitable for class treatment. Nevertheless, without admitting or conceding liability, and while continuing to deny that the claims asserted in the Actions would be appropriate for class treatment if prosecuted at trial, Clearwire now desires to settle the Actions on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were, or could have been, brought in the Actions or in similar litigation based on the facts alleged in the Actions.

C. Class Counsel, as defined below, have analyzed and evaluated the merits of all parties’ contentions and the impact of this Agreement on the members of the Plaintiff Settlement Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Actions, if not settled now, may be protracted and will further delay any relief to the proposed classes, Representative Plaintiffs and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate and equitable, and that a settlement of the Actions on the terms described herein is in the best interests of the Plaintiff Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, Representative Plaintiffs, the Plaintiff Settlement Class, and Clearwire, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions.

I. DEFINITIONS

1.01 “Actions” means the actions now pending under the captions *Dennings v. Clearwire Corp.*, 2:10-cv-01859-JLR (W.D. Wash.) (“*Dennings*”), *Minnick v. Clearwire US, LLC*, No. 2:09-cv-00912-MJP (W.D. Wash.) (“*Minnick*”), and No. 10-35228 (9th Cir.), and *Newton v. Clearwire Corp.* (erroneously sued as “Clearwire Inc.”), No. 2:11-cv-00783-WBS-DAD (E.D. Cal.) (“*Newton*”).

1.02 “Distribution Date” means a date ninety (90) days from the date of Final Approval.

1.03 “Distribution Amount” means the amount to be paid or credited or offset, as the case may be, as follows:

- (a) Group 1. For Eligible Claimants who timely submit a claim form attesting that they paid an ETF to Clearwire after cancellation due to concerns over service quality, 50% of the amount of the ETF paid by the Eligible Claimant;
- (b) Group 2. For Eligible Claimants who initiated Clearwire service before September 1, 2010, and who timely submit a claim form attesting that they experienced impaired Internet speeds and have reason to believe Clearwire was responsible, (i) \$14.00 plus (ii) the following amounts for each month of service prior to February 27, 2012, during which Clearwire’s records show it managed the Eligible Claimant’s speed at one of the following specified levels for at least one hour in the aggregate for the month: (A) 0.25 Mbps: \$5.00; (B) 0.60 Mbps: \$3.00; and (C) 1.0 Mbps: \$2.00. Internet customers for whom Clearwire’s records show that Clearwire managed their Internet speed in a particular month, but for whom Clearwire’s records do not specify the speeds or duration at which they were managed, will be treated as having been managed in that month for at least one hour at 0.6 Mbps. In the event Clearwire managed an Eligible Claimant’s Internet speeds to different levels in a single month, the Eligible Claimant will receive only one payment for that month, calculated at the highest amount applicable for that month.
- (c) Group 3. For Eligible Claimants who initiated Clearwire service on or after September 1, 2010, and who timely submit a claim form attesting that they experienced impaired Internet speeds and have reason to believe Clearwire was responsible, the following amounts for each month of service prior to February 27, 2012, during which Clearwire’s records show it managed the Eligible Claimant’s speed at one of the specified levels for at least one hour in the aggregate for the month: (A) 0.25 Mbps: \$5.00; (B) 0.60 Mbps: \$3.00; (C) 1.0 Mbps: \$2.00. Internet customers for whom Clearwire’s records show that Clearwire managed their Internet speed in a particular month, but for whom Clearwire’s records do not specify the speeds or duration at which they were managed, will be treated as having

been managed in that month for at least one hour at 0.6 Mbps. In the event Clearwire managed an Eligible Claimant's Internet speeds to different levels in a single month, the Eligible Claimant will receive only one payment for that month, calculated at the highest amount applicable for that month. Group 3 claimants will receive no less than \$7.00, without regard to the number of months (if any) during which Clearwire managed their Internet speed.

1.04 "Eligible Claimant" means a Class Member who complies fully with the claims submission requirements set forth in Paragraph 4.03, *infra*.

1.05 "Final Approval" means that all of the following have occurred:

- (a) The Court in *Dennings* has entered the Settlement Order and Final Judgment;
- (b) The Court in *Dennings* has made its final award of attorneys' fees and costs; and
- (c) Thirty-one (31) calendar days have passed after entry of the Settlement Order and Final Judgment by the Court in *Dennings* without any appeals of the Court's Final Judgment being filed, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.

1.06 "Parties" means the Representative Plaintiffs and Clearwire.

1.07 "Plaintiff Settlement Class" means all persons and entities who (a) purchased Clearwire's retail services between November 14, 2004, and February 27, 2012, and (b) provided Clearwire with a billing address in the United States.

1.08 "Plaintiff Class Members" or "Class Members" means members of the Plaintiff Settlement Class.

1.09 "Plaintiffs" means Representative Plaintiffs and Plaintiff Class Members.

1.10 "Plaintiffs' Class Counsel" or "Class Counsel" means, collectively, (a) Law Offices of Clifford A. Cantor, P.C.; (b) Milberg LLP; (c) Reese Richman LLP; (d) Tycko & Zavareei LLP; (e) Peterson Wampold Rosato Luna Knopp; (f) Audet & Partners, LLP; and (g) Baillon Thome Jozwiak Miller & Wanta.

1.11 "Preliminary Approval" means that the Court in *Dennings* has entered an order substantially in the form of Exhibit A to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing notice to the Plaintiff Settlement Class.

1.13 “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities, with respect to any and all allegations concerning the quality or speed of Clearwire’s service, the payment of ETFs to Clearwire, and Clearwire’s network management practices, or with respect to alleged representations or advertising concerning the foregoing, arising from Class Members’ subscriptions to or use of Clearwire service that have been, or could have been, brought in the Actions, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Actions. In addition, with respect to Representative Plaintiffs only, “Released Claims” includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring to the date of the agreement that might be attributable to Clearwire. “Released Claims” with respect to Class Members only does not include any claims arising out of telemarketing, texting and the use of automatic dialing and announcing devices (ADAD), including but not limited to those claims pending in *Kwan v. Clearwire*, Case No. C09-1392 JLR (W.D. Wash.).

1.14 “Released Defendant’s Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities, that have been or could have been asserted in the Actions or any forum by Clearwire or its successors and assigns against any of the Representative Plaintiffs, other Class Members or their attorneys, which arise out of or directly relate to the institution, prosecution, or settlement of the Actions (except for claims to enforce the Settlement or the transactions required pursuant to the Settlement). For the avoidance of doubt, “Released Defendant’s Claims” does not include any debts owed by Representative Plaintiffs or Class Members to Clearwire in connection with Clearwire services (including, without limitation, monthly service fees, device lease fees, ETFs, suspension fees, or device non-return fees), and Representative Plaintiffs and all Class Members will remain fully obligated on any and all such debts except to the extent specifically forgiven or offset pursuant to this Agreement.

1.15 “Released Parties” means Clearwire Corporation and Clearwire US, LLC and their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

1.16 “Representative Plaintiffs” means (a) Michael Bobowski; (b) Alyson Burn; (c) Steven Cockayne; (d) Brian Crawford; (e) Dan Dazell; (f) Angelo Dennings; (g) Cheyenne

Fegan; (h) Sharon Floyd; (i) Gregory Guerrier; (j) Johanna Koskinen; (k) Elena Munoz-Alazazi; (l) Elaine Powell; (m) Alia Tsang; (n) Kyle Williams; (o) Chad Minnick; (p) Linda Stephenson; (q) Stephen Reimers; (r) Donald Schultz; (s) Corey Jelinski; (t) Victoria Bartley; (u) Christopher Cuhel; (v) Karen Pepper; (w) Rita McVicker; (x) Glenn Reynolds; (y) and Sharon Newton.

1.17 “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit D to this Agreement, entered by the Court in *Dennings* approving this Agreement as final and binding on the Parties, Class Members, and Released Parties.

1.18 The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

II. GENERAL TERMS OF SETTLEMENT

2.01 Payments to Plaintiff Class Members. As set forth more fully below, Clearwire agrees to pay or credit each Eligible Claimant the Distribution Amount applicable to that Eligible Claimant on or before the Distribution Date.

2.02 Settlement Administration. Settlement administration shall occur under the supervision of the Court in *Dennings*. Clearwire shall bear the cost of providing notice to the Plaintiff Settlement Class of the pendency of the Actions and the proposed settlement and obtaining an expert opinion on notice sufficiency, in the manner described more fully below. In addition, Clearwire shall bear the cost of administering this Agreement and making the calculations, payments and distributions required under this Agreement. Class Counsel will be given the opportunity to participate in the planning and implementation of settlement administration. Clearwire, at its expense, may employ a third-party administrator suitable to all Parties (Class Counsel’s approval not to be unreasonably withheld) to disseminate notice and to administer and report on the claims process.

2.03 Payment of Attorneys’ Fees, Costs and Expenses, and Representative Plaintiff Service Awards. Plaintiffs’ Class Counsel will apply to the Court for an award of attorneys’ fees, costs and expenses, and for Representative Plaintiff service awards. The total amount sought will not exceed Two Million Dollars (\$2,000,000.00), including service awards of up to Two Thousand Dollars (\$2,000.00) for each Representative Plaintiff. All such fees are in lieu of statutory fees, if any, that Representative Plaintiffs and/or the Plaintiff Settlement Class might otherwise have been entitled to recover. Clearwire agrees not to oppose Class Counsel’s application. If Final Approval occurs, Clearwire shall pay to Class Counsel the total amount approved by the Court, not to exceed Two Million Dollars (\$2,000,000.00), in full and complete compensation for attorneys’ fees, costs, expenses, and Representative Plaintiff service awards, even if the Court in *Dennings* finds a greater amount to be reasonable. Clearwire shall have no further obligations to Class Counsel or Representative Plaintiffs whatsoever. Any amount awarded shall be payable in the manner and at the time set forth in Paragraph 4.02.

III. SETTLEMENT APPROVAL AND CLASS NOTICE

3.01 Preliminary Approval. Within twenty (20) days of the execution of this Agreement, Representative Plaintiffs will move for an order in *Dennings* in the form of

Exhibit A (“Preliminary Approval Order”), which, *inter alia*, certifies the Plaintiff Settlement Class for settlement purposes only; appoints Representative Plaintiffs as the representatives of the Plaintiff Settlement Class; appoints Class Counsel as counsel for the Plaintiff Settlement Class; grants the Court’s Preliminary Approval of this Agreement; approves notices, substantially in the forms of Exhibits B and C, to the Plaintiff Settlement Class of the class action status and proposed settlement of the Actions; and sets a hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. The Parties have jointly requested and received a stay of all proceedings in *Minnick* and *Newton* pending final settlement approval in *Dennings*.

3.02 Limited Effect of Settlement Class. The certification of the Plaintiff Settlement Class shall have no bearing in deciding whether the claims asserted in the Actions are or were appropriate for class treatment in the absence of settlement. Accordingly, if the Agreement terminates or is nullified, the provisional class certification provided for in Exhibit A shall be vacated by its terms and the Actions shall revert to the status that existed before execution of this Agreement. Thereafter, Representative Plaintiffs shall be free to pursue any claims available to them, and Clearwire shall be free to assert any defenses available to it, including (but not limited to) seeking to compel individual arbitration and denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any party from the assertion of such claims and defenses.

3.03 Class Notice. The Parties will request that the Preliminary Approval Order direct that, within thirty-five (35) days of entry of the Preliminary Approval Order, Clearwire shall provide notice of the proposed settlement to all members of the class, by email and by postcard, as set forth below.

3.03.01 Email Notice. Clearwire will provide notice substantially in the form of Exhibit B by email to the Class Members’ last known email addresses as they appear in Clearwire’s records. If an email notice sent to a Class Member bounces back (as opposed to being returned as undeliverable), Clearwire or any third-party administrator it retains will make up to two additional email attempts on days and times chosen by Clearwire or the administrator as reasonably likely to achieve delivery. If the email notice is bounced back on the third attempt, the email notice will be treated as undeliverable.

3.03.02 Postcard Notice. For Class Members whose emails are undeliverable under Paragraph 3.03.01, and for Class Members for whom Clearwire has no email address, Clearwire will provide notice to the affected Class Members via U.S. mail. Before mailing under this Paragraph, Clearwire or any third-party administrator it retains shall run the last known postal addresses of affected Class Members as they appear in Clearwire’s records through the United States Postal Service (“USPS”) National Change of Address, or NCOA, database to update any change of address on file with the USPS. If the NCOA database indicates the last known address of any such Class Member is invalid or otherwise undeliverable, Clearwire shall have no further obligation to take steps to locate the address of the Class Member or to mail notice to such Class Member. Mailed notice will be provided by a postcard sent via United States mail containing text substantially in the form of Exhibit B. Clearwire or any third-party administrator it retains shall be obliged to re-mail any postcard notice returned by the USPS with

updated address information but shall not be obliged to take any further steps with respect to re-mailing returned postcard notices.

3.03.03 Web Posting. Clearwire shall post a downloadable copy of a Notice and Claim Form, in the form of Exhibit C, in .pdf format on a website to be established by Clearwire or its third-party administrator. The website will be searchable and indexed. The Internet address of the website shall be included prominently on the email and post card notices described in Paragraphs 3.03.01 and 3.03.02. The website shall be active and accessible beginning on the date on which the transmittal of notice commences through the Distribution Date.

3.03.04 Expert Opinion on Notice Sufficiency. Clearwire shall provide an expert opinion affirming the sufficiency of the notice required by Paragraphs 3.03.01 and 3.03.02. The Parties will file the expert opinion with the Court in connection with their motion for final approval. Before the Preliminary Approval Order, Clearwire will provide information to Class Counsel sufficient to establish that the notice required by Paragraphs 3.03.01 will satisfy applicable legal requirements, absent unusual circumstances.

3.04 Submission of Exclusion Requests or Objections. The Parties will request that the Preliminary Approval Order direct that Class Members be allowed ninety-eight (98) days from the date of entry of the Preliminary Approval Order (the "Opt-Out Period") to request exclusion from the Class or to submit objections to the proposed settlement. Any re-sending of notice shall not extend the time for a Plaintiff Class Member to request exclusion or submit objections.

3.05 Termination Based on Exclusion Requests. The notice shall direct that exclusion requests, if any, be sent to the third-party administrator retained by Clearwire, which will provide periodic updates on exclusion requests to both Clearwire and Class Counsel. Clearwire, in its sole and absolute discretion, may elect to terminate this Agreement if exclusion requests as provided for in the Preliminary Approval Order exceed a number to which the parties have agreed. Clearwire may terminate under this Paragraph by providing written notice of termination to Class Counsel no later than seven (7) days before the hearing date set by the Court in the Preliminary Approval Order to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment.

3.06 Entry of Final Judgment. The Parties will request that the Court in *Dennings* (a) grant Final Approval and (b) enter judgment in accordance with this Agreement, in the form of Exhibit D, approving the Agreement as fair, reasonable, and adequate, and binding on all Class Members who have not excluded themselves, ordering that claims be paid to Eligible Claimants (as set forth below in Paragraph 4.07), ordering that attorneys' fees, costs, expenses, and Representative Plaintiff service awards be paid in the amount approved by the Court, approving the form of notice provided by Clearwire under the Class Action Fairness Act of 2005, dismissing *Dennings* with prejudice, and barring Class Members from bringing claims within the scope of the Released Claims.

3.07 Dismissal of *Minnick* and *Newton*. Within ten (10) days of the date of Final Approval, the parties will file stipulations dismissing with prejudice the *Minnick* and *Newton* Actions, including the dismissal of any appeal still pending in *Minnick*.

3.08 Reporting. Within ninety (90) days of completing the distribution of payments in Section IV below, Clearwire will provide the Court in *Dennings* a report verifying its compliance with this Agreement to the date of the report.

IV. DISTRIBUTION OF PAYMENTS

4.01 Responsibility for Distributions. Clearwire will be responsible for making all distributions required under this Agreement. Clearwire will have authority to make the computations necessary to determine the Distribution Amount for each Eligible Claimant, as well as the authority to make all decisions reasonably necessary for the orderly implementation and administration of the Settlement Agreement and the distribution of all payments prescribed in this Agreement. Clearwire shall have no liability for any computation or settlement administration decision made in good faith and not inconsistent with the express terms of this Agreement.

4.02 Distribution of Attorneys' Fees, Costs, Expenses, and Representative Plaintiff Service Awards. No later than fifteen (15) business days after the date of Final Approval, Clearwire shall distribute attorneys' fees, costs, expenses, and Representative Plaintiff service awards in an amount approved by the Court (not to exceed \$2,000,000.00 in the aggregate) by a check or wire transfer (at Clearwire's option) made payable to Milberg LLP and delivered to Milberg LLP. Milberg LLP will hold the payment in a trust account, to be distributed pursuant either to court order or agreement of all Class Counsel. Clearwire shall have no responsibility or liability for any failure of Milberg LLP to deliver any share of fees or costs to any of Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees as a result of resolution of the Actions), or any payment to Representative Plaintiffs. Clearwire's obligations with respect to any fees, costs or payments to any of Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees as a result of resolution of the Actions) or Representative Plaintiffs shall be fully and forever discharged upon Clearwire's payment to Milberg LLP pursuant to this Paragraph. Other than its obligation to cause payment of the attorneys' fees, costs, expenses, and Representative Plaintiff service awards in an amount approved by the Court (not to exceed \$2,000,000.00 in the aggregate), Clearwire shall have no further obligations to Class Counsel or Representative Plaintiffs whatsoever.

4.03 Submission of Claims and Eligibility for Distribution. To be eligible for distributions pursuant to this Agreement, Class Members must submit a completed claim, substantially in the form attached as the last page of Exhibit C. Class Members must submit completed claim forms over the Internet or to the address set forth on the class notice by a date specified in the notice, which shall be two (2) weeks after the date established by the Court for consideration of the motion for Final Approval as set forth in Paragraph 3.06.

4.04 Determination of Claims. Acting through its third-party administrator, Clearwire may reject or deny any claims that, based on its records, it deems false. If a Class Member's Claim Form is properly completed (including an affirmation under penalty of perjury that the Class Member satisfies the preconditions to payment), signed and submitted within the specified time, and Clearwire does not deny the claim based on alleged falsity (or Clearwire's denial is reversed, as set forth below), that Class Member will be deemed an "Eligible Claimant"

entitled to the Distribution Amount applicable to that Eligible Claimant, as computed based on Clearwire's records. If more than one Eligible Claimant makes a claim with respect to the same Clearwire account, Clearwire shall treat the Eligible Claimant whose claim is first received by Clearwire or its third-party administrator as being entitled to payment, and the other Eligible Claimant(s) shall not be entitled to any payment under this Agreement. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure to the extent the Court allows. No discovery shall be allowed on the merits of the Actions or this Agreement in connection with processing of the Claim Forms.

4.05 Notification to Class Counsel. No later than thirty (30) days before the Distribution Date, Clearwire or its third-party administrator shall provide Class Counsel with (i) the names and addresses of Eligible Claimants whose claims have been approved, and the Distribution Amount payable to each Eligible Claimant, and (ii) copies of all claim forms deemed not eligible, together with all supporting documents and a brief statement of the reason(s) why the claim has been disallowed, including any claim of falsity based on Clearwire's records. Clearwire may provide this information in such form or media as Clearwire and Class Counsel reasonably agree, subject to approval of any third-party administrator to which Clearwire may delegate responsibilities under this Agreement. Class Counsel will have the right to review the eligible and ineligible claims and supporting documents submitted to Clearwire. If Class Counsel does not object in writing to Clearwire's claims decisions and amounts within twenty (20) days after receipt, Class Counsel shall have no further right to object to Clearwire's decisions regarding claims and amounts payable. Should Class Counsel timely object to the claims decision or computations, Clearwire and Class Counsel promptly shall seek to resolve any dispute as to these computations. If they cannot reach agreement within ten (10) days of Clearwire's receipt of a timely objection from Class Counsel, the Parties shall submit their disagreement to the Court or, upon mutual agreement, the Honorable Edward Infante (ret.) for disposition. Distribution of undisputed amounts shall not be delayed pending the resolution of any disputes.

4.06 Manner of Distribution. Clearwire shall make the payments required under this paragraph on or before the Distribution Date. Eligible Claimants who are still Clearwire customers at the time of payment will receive payment through a credit to their account; Eligible Claimants who are no longer Clearwire customers will receive payment by check. To the extent an Eligible Claimant who is a former Clearwire customer has unpaid past due balances owing to Clearwire, Clearwire may first offset any past due amount and issue a check for only the net amount due, if any; provided, however, that billing disputes previously brought to Clearwire's attention concerning arithmetic errors will be preserved even if Clearwire offsets against past due amounts. Clearwire shall not have any obligation to re-mail any check returned to it after a mailing in accordance with this Paragraph. Checks issued pursuant to this Paragraph shall be mailed within five (5) business days of issuance, shall remain valid for one hundred and eighty (180) days after issuance, shall recite that limitation on the face of the check, and shall remain Clearwire's property until cashed. Any amounts attributable to checks not cashed within that period shall remain the property of Clearwire.

4.07 Notification to Eligible Claimants. At the time of payment by credit or by check, Eligible Claimants will be notified that the credit or check represents their payment under

this Settlement and explaining the manner in which payments were calculated. This notification to the claimant will also outline the dispute procedures and deadlines described below in this paragraph. Eligible Claimants have seven (7) business days from the date of the payment to challenge the amount. Eligible Claimants may contest the amount of the payment by sending Clearwire or its third-party administrator a written statement indicating the claimant's grounds for contesting the amount, along with any supporting documentation. Clearwire or its third-party administrator have fourteen (14) business days from the date of the Eligible Claimant's challenge to respond with a detailed explanation of the calculation. If Clearwire and the Eligible Claimant cannot resolve the dispute as to the calculation and the Eligible Claimant still challenges the calculation, then the Eligible Claimant has fourteen (14) business days from the date of the explanation to request a review and resolution by the Court.

4.08 Notification to Claimants Deemed Not Eligible. At or before the time of payment by credit or by check to Eligible Claimants, claimants deemed not eligible will be notified by email by Clearwire or its third-party administrator that their claim has been disallowed, together with a brief statement of the reason(s) why the administrator disallowed their claim. This notification to the claimant will also outline the dispute procedures and deadlines described below in this paragraph. Claimants deemed not eligible have seven (7) business days from the notification that their claim has been disallowed to challenge the disallowance by sending Clearwire or its third-party administrator a written statement indicating the claimant's grounds for contesting the disallowance, along with any supporting documentation. Clearwire or its third-party administrator have fourteen (14) business days from the date of the claimant's challenge to respond with a detailed explanation of the disallowance. If Clearwire and the claimant deemed not eligible cannot resolve the dispute as to the disallowance and the claimant deemed not eligible still challenges the disallowance, then the claimant deemed not eligible has fourteen (14) business days from the date of the explanation to request a review and resolution by the Court.

V. FUTURE CONDUCT

5.01 Network Management. Plaintiffs acknowledge Clearwire manages and will continue to manage its network to maintain network service and integrity, among other things. Clearwire will (i) make available more conspicuous and complete disclosures regarding its network management policy; (ii) modify advertising materials at the next revision in the ordinary course of business to clarify conspicuously that any advertised Internet speeds are subject to network management; and (iii) make readily available disclosures online of a range or examples of Internet speeds to which customers may be managed. In this context, "conspicuous" means the disclosures or a reference to the disclosures (such as an asterisk) will occur not just in Clearwire's Terms of Service or Acceptable Use Policy but in reasonable proximity to statements in which Clearwire advertises particular Internet speeds or uses the word "unlimited."

5.02 ETF Reinstatement. Clearwire currently does not offer fixed term contracts with ETFs and has no plans to reinstate its use of fixed term contracts. If Clearwire elects to reinstate fixed term contracts within the two years following February 27, 2012, it will at the time of reinstatement instruct its customer service representatives not to charge customers an ETF if they withdraw from their contract for reasons expressly related to quality or speed of service. Upon

discovery of an ETF charged to a customer in violation of its instructions to its customer service representatives pursuant to this paragraph, Clearwire will refund that ETF.

5.03 ETF Waiver. For at least the two years following February 27, 2012, Clearwire will instruct its customer service representatives to waive the ETF for current customers on fixed term contracts who seek to withdraw from their contracts for reasons expressly related to quality or speed of service. Upon discovery of an ETF charged to a customer in violation of its instructions to its customer service representatives pursuant to this paragraph, Clearwire will refund that ETF.

VI. RELEASES

6.01 Sole and Exclusive Remedy. This settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Each Class Member (including anyone claiming by or through him or her) shall be barred from initiating, asserting, or prosecuting the Released Claims.

6.02 Class Release to Clearwire and the Released Parties. Effective upon Final Approval, Representative Plaintiffs, for themselves and as the representatives of the Plaintiff Settlement Class, and on behalf of each Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

6.03 Individual Releases by Representative Plaintiffs. Effective upon Final Approval, the Representative Plaintiffs, for themselves and on behalf of their respective agents, successors, heirs, assigns, and any other person who can claim by or through them in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all claims, of whatever nature or kind, against the Released Parties arising from acts, conduct or omissions occurring to the date of this Agreement that might have been attributable to Clearwire.

6.04 Release from Clearwire and the Released Parties to Representative Plaintiffs and the Class. Effective upon Final Approval, Clearwire, for itself and its predecessors, successors and assigns of any of them and the other Released Parties, shall have fully, finally, and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Defendant's Claims against Representative Plaintiffs, all other Class Members, and Plaintiffs' Counsel.

6.05 Effect of Releases. With respect to any and all Released Claims and Released Defendant's Claims, the parties stipulate and agree that upon Final Approval, the Representative Plaintiffs and Clearwire shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under California Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and

acknowledge that this waiver is an essential term of this Agreement. California Civil Code § 1542 provides as follows:

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

VII. CONFIRMATORY INFORMATION

7.01 Affirmation of Accuracy. Clearwire represents and warrants that its responses to Representative Plaintiffs' pre-mediation discovery requests are substantially accurate.

7.02 Confirmatory Discovery. Clearwire has provided Class Counsel with documentation, declaration testimony, and other evidence sufficient to enable Class Counsel to verify Clearwire's representations to Class Counsel before and during the mediation.

7.03 Confidentiality. Any information or documents provided pursuant to this Paragraph shall be treated as confidential and may not be disseminated to, shared with, or shown to any person other than Class Counsel and Clearwire (and their respective experts, if any). Class Counsel shall not file any documents or disclose any such information in connection with the approval process contemplated by this Agreement absent (i) prior agreement by Clearwire or (ii) entry of an appropriate Protective Order ensuring that any such information or documents provided to the Court shall be filed under seal or otherwise protected against disclosure.

VIII. MISCELLANEOUS PROVISIONS

8.01 Settlement Purpose of Agreement. This Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Actions or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party, or admission by any party of any claim, defense or allegation made in the Actions or any other action, nor as an admission by any of Clearwire, the Representative Plaintiffs, Plaintiff Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Actions or any action. If the *Dennings* Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Judgment in the form of Exhibit D, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. Upon nullification of this Agreement, Representative Plaintiffs shall be free to pursue any claims available to them, and

Clearwire shall be free to assert any defenses available to it, including (but not limited to) denying the suitability of this case for class treatment or seeking to require individual arbitration of the claims asserted in the Actions.

8.02 Cooperation. The Parties and their counsel will cooperate fully in the process of seeking settlement approval, which shall occur in conjunction with *Dennings*. The parties have requested a stay of all proceedings in *Minnick* and *Newton* pending settlement approval, and shall request dismissal of those cases with prejudice upon final approval, as set forth in Paragraph 3.07. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give Clearwire full and final peace from further prosecution of the Released Claims, and to give the Class Members the benefits they enjoy under this Agreement.

8.03 Governing Law. This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

8.04 Entire Agreement. Except for the agreement regarding the number of exclusion requests that permits Clearwire to terminate this Agreement at its sole discretion pursuant to Paragraph 3.05, the terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement. Any modification of the Agreement must be in writing signed by Representative Plaintiffs and Clearwire.

8.05 Construction of Agreement. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against either party.

8.06 Public Statements. Neither the Parties nor their counsel shall make any public statements about the value of this Agreement, except in filed settlement approval papers or as may be required in Clearwire's securities filings. Class Counsel further agree to refrain from disparaging Clearwire publicly or in the media with regard to its advertising, service quality, network management practices, ETFs, the Actions, this settlement and/or this Agreement. Nothing in this paragraph is intended to prohibit anyone from discussing documents that are in the public record in this case with class members, objectors, and/or their counsel.

8.07 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

8.08 Waiver. The waiver by one party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

8.09 Effectiveness of Agreement; Counterparts. This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement in counterparts (any one or all

of which may be facsimile copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

8.10 Use and Retention of Information. The list of Eligible Claimants' names, addresses and corresponding Distribution Payments referred to in Paragraph 4.06 of this Agreement, any claim forms submitted under Paragraph 4.03, any information provided in connection with confirmatory discovery pursuant to Paragraph 7.02, and any other documentation containing the names and/or addresses of Clearwire's customers, may be used by Class Counsel only for purposes of implementing this Agreement. All such information shall be returned to Clearwire's counsel within thirty (30) days of the Distribution Date.

8.11 Continuing Jurisdiction. The Court in *Dennings* shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Class Members to interpret, effectuate, enforce, and implement this Agreement. The Court in *Dennings* shall have exclusive jurisdiction to resolve any disputes involving this Agreement, subject to the dispute resolution mechanism set forth in Paragraphs 4.05, 4.07, and 4.08.

8.12 Authority. All counsel who execute this Agreement represent and warrant that they have authority to enter into this Agreement on behalf of their respective clients. Each individual signing this Agreement on behalf of a corporate party warrants that he or she has the authority to enter into this Agreement on behalf of the party for which that individual signs.

8.13 Assignment; Third Party Beneficiaries. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Plaintiff Settlement Class without the express written consent of the other Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

8.14 Communications. Any communications to the Parties relating to this Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

DATED: Aug. 6, 2012

LAW OFFICES OF CLIFFORD A. CANTOR, P.C.

By: Cliff Cantor
Clifford A. Cantor, WSBA #17893
cliff.cantor@comcast.com
627 208th Ave. SE
Sammamish, Washington 98704-7033
Telephone: (425) 868-7813
Facsimile: (425) 868-7870

Counsel for Plaintiffs in *Dennings*

DATED: Aug 6, 2012

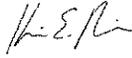
MILBERG LLP

By: Peter Seidman
Peter Seidman
pseidman@milberg.com
One Penn Plaza
New York, New York 10119-0165
Telephone: (212) 594-5300
Facsimile: (212) 868-1229

Counsel for Plaintiffs in *Dennings*

DATED: Aug. 6, 2012

REESE RICHMAN LLP

By: 
Michael R. Reese
mreese@reaserichman.com
Kim E. Richman
krichman@reaserichman.com
875 Avenue of the Americas, 18th Floor
New York, New York 10001
Telephone: (212) 579-4625
Facsimile: (212) 253-4272

Counsel for Plaintiffs in *Dennings*

DATED: _____, 2012

TYCKO & ZAVAREEI LLP

By: _____
Jonathan K. Tycko
jtycko@tzlegal.com
2000 L Street, N.W. Ste. 808
Washington, D.C. 20036
Telephone: (202) 973-0900
Facsimile: (202) 973-0950

Counsel for Plaintiffs in *Minnick*

DATED: _____, 2012

REESE RICHMAN LLP

By: _____

Michael R. Reese

mreese@reeserichman.com

Kim E. Richman

krichman@reeserichman.com

875 Avenue of the Americas, 18th Floor

New York, New York 10001

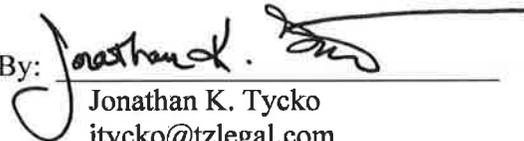
Telephone: (212) 579-4625

Facsimile: (212) 253-4272

Counsel for Plaintiffs in *Dennings*

DATED: August 6, 2012

TYCKO & ZAVAREEI LLP

By:  _____

Jonathan K. Tycko

jtycko@tzlegal.com

2000 L Street, N.W. Ste. 808

Washington, D.C. 20036

Telephone: (202) 973-0900

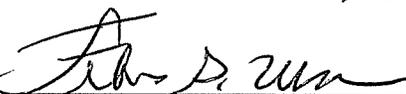
Facsimile: (202) 973-0950

Counsel for Plaintiffs in *Minnick*

DATED: 8/6, 2012

**PETERSON WAMPOLD ROSATO LUNA
KNOPP**

~~PETERSON YOUNG PUTRA, P.S.~~ *Fgc*

By: 

Felix Gavi Luna

luna@pypfirm.com

1501 Fourth Avenue, Suite 2800

Seattle, Washington 98101

Telephone: (206) 624-6800

Facsimile: (206) 682-1415

Counsel for Plaintiffs in *Minnick*

DATED: _____, 2012

AUDET & PARTNERS, LLP

By: _____

Michael McShane

MMcShane@audetlaw.com

221 Main Street, Suite 1460

San Francisco, California 94105

Telephone: (415) 568-2555

Facsimile: (415) 568.2556

Counsel for Plaintiffs in *Newton*

DATED: _____, 2012

**PETERSON WAMPOLD ROSATO LUNA
KNOPP**

PETERSON YOUNG PUTRA, P.S.

By: _____

Felix Gavi Luna
luna@pypfirm.com
1501 Fourth Avenue, Suite 2800
Seattle, Washington 98101
Telephone: (206) 624-6800
Facsimile: (206) 682-1415

Counsel for Plaintiffs in *Minnick*

DATED: August 6, 2012

AUDET & PARTNERS, LLP

By:  _____ for

Michael McShane
MMcShane@audetlaw.com
221 Main Street, Suite 1460
San Francisco, California 94105
Telephone: (415) 568-2555
Facsimile: (415) 568.2556

Counsel for Plaintiffs in *Newton*

DATED: August 6, 2012

**BAILLON THOME JOZWIAK MILLER
& WANTA LLP**

By: 

Bryce Miller
bmiller@baillonhome.com

Suite 2955
222 South Ninth Street
Minneapolis, Minnesota 55402
Telephone: (612) 252-3570
Facsimile: (612) 252-3571

Counsel for Plaintiffs in *Newton*

DATED: _____, 2012

DAVIS WRIGHT TREMAINE LLP

By: _____

Stephen M. Rummage
SteveRummage@dwt.com
Kenneth E. Payson
KenPayson@dwt.com

1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045
Telephone: (206) 622-3150
Facsimile: (206) 757-7700

**Counsel for Defendants Clearwire
Corporation and Clearwire US, LLC**

DATED: _____, 2012

Clearwire Corporation

By: _____

Name: _____

Title: _____

DATED: _____, 2012

**BAILLON THOME JOZWIAK MILLER
& WANTA LLP**

By: _____

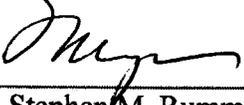
Bryce Miller
bmiller@bailonthome.com

Suite 2955
222 South Ninth Street
Minneapolis, Minnesota 55402
Telephone: (612) 252-3570
Facsimile: (612) 252-3571

Counsel for Plaintiffs in *Newton*

DATED: August 6, 2012

DAVIS WRIGHT TREMAINE LLP

By:  _____

Stephen M. Rummage
SteveRummage@dwt.com
Kenneth E. Payson
KenPayson@dwt.com

1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045
Telephone: (206) 622-3150
Facsimile: (206) 757-7700

**Counsel for Defendants Clearwire
Corporation and Clearwire US, LLC**

DATED: August 6, 2012

Clearwire Corporation

By:  _____

Name: Daw Draper
Title: SUPR GM - CLEAR

DATED: August 6, 2012

Clear Wireless LLC as successor-in-intk
to Clearwire US
Clearwire US, LLC

By: 

Name: Daw Draper
Title: SUP & GM - CLEAR

Exhibit A

to

Settlement Agreement & Release of Claims

EXHIBIT A TO AGREEMENT

The Honorable James L. Robart

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICHAEL BOBOWSKI, ALYSON BURN,)
STEVEN COCKAYNE, BRIAN CRAWFORD,)
DAN DAZELL, ANGELO DENNINGS,)
CHEYENNE FEGAN, SHARON FLOYD,)
GREGORY GUERRIER, JOHANNA)
KOSKINEN, ELENA MUNOZ-ALAZAZI,)
ELAINE POWELL, ROBERT PRIOR, ALIA)
TSANG, and KYLE WILLIAMS, on behalf of)
themselves and all others similarly situated,)

Plaintiffs,)

v.)

CLEARWIRE CORPORATION,)

Defendant.)

Case No. C10-1859-JLR

[Proposed] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT,
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS, AND
APPROVING FORM AND
MANNER OF NOTICE

NOTE ON MOTION CALENDAR:
Friday, August 24, 2012

Plaintiffs have filed a Motion for Conditional Certification of Proposed Settlement Class Preliminary Approval of Class Action Settlement, Directing Notice, and Setting Hearing on Final Approval of Settlement (“Motion”). Having reviewed the Motion and supporting materials, the Court determines and orders as follows:

A. Counsel have advised the Court that the parties have agreed, subject to final approval by this Court following notice to the Plaintiff Settlement Class and a hearing, to settle

1 this action, on the terms and conditions set forth in the Settlement Agreement and Release of
2 Claims (the “Agreement”).

3 B. The Court has reviewed the Agreement, as well as the files, records, and
4 proceedings to date in this matter. The terms of the Agreement are hereby incorporated as
5 though fully set forth in this Order. Capitalized terms shall have the meanings attributed to them
6 in the Agreement.

7 C. Based upon preliminary examination, it appears to the Court that the Agreement
8 is fair, reasonable, and adequate; that the Plaintiff Settlement Class should be certified for
9 settlement purposes; and that the Court should hold a hearing after notice to the Plaintiff
10 Settlement Class to determine whether to enter a settlement approval order and final judgment in
11 this action, based upon that Agreement.

12 Based upon the foregoing, IT IS HEREBY ORDERED:

13 1. ***Preliminary Approval of Proposed Settlement.*** The Agreement, including all
14 exhibits thereto, is preliminarily approved as fair, reasonable, and adequate. The Court finds that
15 (a) the Agreement resulted from extensive arm’s-length negotiations, and (b) the Agreement is
16 sufficient to warrant notice thereof to members of the Plaintiff Settlement Class and the
17 Settlement Hearing described below.

18 2. ***Class Certification for Settlement Purposes Only.*** Pursuant to Fed. R. Civ. P.
19 23(b)(3), the Court, for settlement purposes only, conditionally certifies a class (“Class”)
20 consisting of all persons and entities who (i) purchased Clearwire’s retail services between
21 November 14, 2004, and February 27, 2012, and (ii) provided Clearwire with a billing address in
22 the United States.

23 (a) In connection with the certification, the Court makes the following preliminary
24 findings:

25 (1) The Class satisfies Fed. R. Civ. P. 23(a)(1) because the Class appears to be
26 so numerous that joinder of all members is impracticable;

1 (2) The Class satisfies Fed. R. Civ. P. 23(a)(2) because there appear to be
2 questions of law or fact common to the Class;

3 (3) The Class satisfies Fed. R. Civ. P. 23(a)(3) because the claims of the
4 plaintiffs named in the caption appear to be typical of the claims being resolved through the
5 proposed Settlement;

6 (4) The Class satisfies Fed. R. Civ. P. 23(a)(4) because the named plaintiffs
7 appear to be capable of fairly and adequately protecting the interests of the above-described
8 Class in connection with the proposed Settlement and because counsel representing the Class are
9 qualified, competent and capable of prosecuting this action on behalf of the Class.

10 (5) The Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3) because,
11 for purposes of Settlement approval and administration, common questions of law and fact
12 appear to predominate over questions affecting only individual Class Members and because
13 settlement with the above-described Class appears to be superior to other available methods for
14 the fair and efficient resolution of the claims of the Class. The Class appears to be sufficiently
15 cohesive to warrant settlement by representation.

16 (b) In making the foregoing findings, the Court has exercised its discretion in
17 conditionally certifying a settlement class.

18 (c) Michael Bobowski, Alyson Burn, Steven Cockayne, Brian Crawford, Dan Dazell,
19 Angelo Dennings, Cheyenne Fegan, Sharon Floyd, Gregory Guerrier, Johanna Koskinen, Elena
20 Munoz-Alazazi, Elaine Powell, Alia Tsang, Kyle Williams, Chad Minnick, Linda Stephenson,
21 Stephen Reimers, Donald Schultz, Corey Jelinski, Victoria Bartley, Christopher Cuhel, Karen
22 Grefsrud, Rita Mcvicker, Glenn Reynolds, Eva Girod, and Sharon Newton are hereby designated
23 as Class Representatives.

24 3. ***Class Counsel.*** The Court appoints (a) The Law Offices of Clifford A. Cantor,
25 P.C.; (b) Milberg LLP; (c) Reese Richman LLP; (d) Tycko & Zavareei LLP; (e) Peterson
26 Wampold Rosato Luna Knopp; (f) Audet & Partners, LLP; and (g) Baillon Thome Jozwiak
27 Miller & Wanta as counsel for the Class (“Class Counsel”). For purposes of these settlement

1 approval proceedings, the Court finds that these counsel are competent and capable of exercising
2 their responsibilities as Class Counsel.

3 4. **Settlement Hearing.** A final approval hearing (the “Settlement Hearing”) shall be
4 held before this Court on _____, 2012, at _____ .m., as set forth in the Notice
5 (described in Paragraph 5 below), to determine whether the Agreement is fair, reasonable and
6 adequate and should be given final approval. Papers in support of final approval of the
7 Agreement and for an award of attorneys’ fees, costs, and expenses and for service awards to the
8 Representative Plaintiffs (the “Fee and Expense Application”) shall be filed with the Court
9 according to the schedule set forth in Paragraphs 12-13, below. The Court may postpone,
10 adjourn, or continue the Settlement Hearing by order of the Court, without further notice to the
11 Class. After the Settlement Hearing, the Court may enter a Settlement Order and Final Judgment
12 in accordance with the Agreement (the “Final Judgment”), which will adjudicate the rights of the
13 Class Members with respect to the claims being settled.

14 5. **Notice.** The Court approves the form and content of the notices substantially in
15 the forms attached as Exhibits B and C to the Agreement. Clearwire shall comply with the
16 notice requirements of Paragraph 3.03 of the Agreement. In compliance with that Paragraph,
17 within five (5) weeks of entry of this Order, Clearwire shall cause notice to be delivered to all
18 Class Members who can be identified with reasonable effort. Notices sent by U.S. Mail or email
19 shall be substantially in the form attached as Exhibit B to the Agreement, and a notice
20 substantially in the form attached as Exhibit C to the Agreement shall be posted at a website, the
21 Internet address for which shall be disclosed in the notices transmitted by U.S. Mail and email.

22 6. **Filing of CAFA Notice.** Before the Settlement Hearing, Clearwire shall file with
23 the Court proof of its compliance with the notice provisions of the Class Action Fairness Act of
24 2005 (“CAFA”), 28 U.S.C. § 1715.

25 7. **Findings Concerning Notice.** The Court finds that the Notice and the manner of
26 its dissemination described in the previous Paragraph and in Paragraph 3.03 of the Agreement
27 constitutes the best practicable notice under the circumstances and is reasonably calculated,

1 under all the circumstances, to apprise Class Members of the pendency of this action, the terms
2 of the Agreement and their right to object to or exclude themselves from the Class. The Court
3 finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all
4 persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of
5 the Federal Rules of Civil Procedure, and any other applicable laws.

6 8. **Exclusion from Class.** Each Class Member who wishes to exclude himself or
7 herself from the Class and follows the procedures set forth in this Paragraph shall be excluded.
8 Any potential member of the Class may mail a written request for exclusion, in the form
9 specified in the Notice, to the third-party administrator at the address set forth in the Notice. All
10 such written requests must be postmarked by fourteen (14) weeks from entry of this Order. All
11 persons who properly make requests for exclusion from the Class shall not be Class Members
12 and shall have no rights with respect to, nor be bound by, the Agreement, should it be approved.
13 The names of all such excluded individuals shall be attached as an exhibit to any Final Judgment.

14 9. **Right to Abrogate Agreement.** In the event more than a previously-agreed
15 number of Class Members to whom Clearwire transmits notice timely exclude themselves from
16 the Settlement Class, Clearwire shall have the unilateral right to abrogate the Agreement by
17 written notice of abrogation to Class Counsel in accordance with subject to the procedures set
18 forth in the Agreement. If Clearwire exercises its right to abrogate the Agreement, then all
19 aspects of the Agreement and the settlement underlying it, including but not limited to the
20 provisional certification of the Settlement Class for settlement purposes only, shall be altogether
21 null and void, and no aspect of the Agreement, the settlement, or this Order shall serve as legal
22 precedent or as any basis for legal or factual argument in this or any other case.

23 10. **Claims Procedures.** The Court approves the claims procedures set forth in the
24 Agreement. The Court approves the form and content of the Claim Form substantially in the
25 form attached as the last page of Exhibit C to the Agreement. A properly executed Claim Form
26 must be submitted as required in the Notice over the Internet or postmarked not later than
27 fourteen (14) days after the date of the Settlement Hearing. Such deadline may be further

1 extended by Court Order. Each Claim Form shall be deemed to have been submitted when
2 submitted over the Internet or postmarked (if properly addressed and mailed by first class mail,
3 postage prepaid), provided such Claim Form is actually received prior to the Distribution Date.
4 Any Claim Form submitted in any other manner shall be deemed to have been submitted when it
5 was actually received at the address designated on the Claim Form.

6 11. **Costs of Notice and Claims Processing.** Clearwire shall bear all costs of
7 providing notice to the Class of the pendency and settlement of the Actions and of processing
8 claims.

9 12. **Objections, Appearances, and Final Papers.**

10 (a) **Written Objections.** Any Class Member who has not timely submitted a
11 written request for exclusion from the Class, and thus is a Class Member, may object to the
12 fairness, reasonableness or adequacy of the Agreement, or the Fee and Expense Application.
13 Any class member who wishes to object to the Settlement, must submit his or her objection in
14 writing to Class Counsel, Attn: Clifford A. Cantor, Law Offices of Clifford A. Cantor, P.C., 627
15 208th Ave. SE, Sammamish, WA 98074-7033 (Class Counsel), postmarked no later than
16 fourteen (14) weeks from entry of this Order. Class Counsel will file copies with the Court via
17 ECF. Objecting Class Members must include their name and address, the name and number of
18 the case, and a statement of the reasons why they (i) believe the Court should find that the
19 proposed settlement is not in the best interests of the Class, or (ii) object to the Fee and Expense
20 Application. Any objection not timely made shall be forever barred.

21 (b) **Appearance at Settlement Hearing.** Any objecting Class Member who
22 wishes to address the Court at the Settlement Hearing must indicate his or her intent to do so in
23 writing to Class Counsel at the same time that the Class Member submits the objection. Class
24 Counsel will inform the Court and Clearwire's lawyers accordingly. Any Class Member who
25 does not timely deliver a written objection and notice of intention to appear by fourteen (14)
26 weeks from entry of this Order, in accordance with the requirements of this Order, shall not be
27

1 permitted to object or appear at the Settlement Hearing, except for good cause shown, and shall
2 be bound by all proceedings, orders and judgments of the Court.

3 (c) **Papers for Final Approval and for Fees and Expenses.** Representative
4 Plaintiffs shall file their motion for final approval of the Settlement, and Class Counsel shall file
5 their motion for fees and expenses, together with all supporting documentation, by no later than
6 eleven (11) weeks from entry of this Order, sufficiently in advance of the expiration of the
7 objection period that any Class Member will have sufficient information to decide whether to
8 object and, if applicable, to make an informed objection.

9 (d) **Responses to Objections.** Any responses to objections to the Agreement
10 or the Fee and Expense Application shall be filed with the Court on or before seventeen (17)
11 weeks from entry of this Order.

12 13. **Dates of Performance.** In summary, the dates of performance are as follows:

13 (a) Clearwire shall send the Notice to potential Class Members on or before
14 _____, 2012, i.e., within five (5) weeks after entry of this Order;

15 (b) Class Members who desire to be excluded shall mail requests for
16 exclusion postmarked by _____, 2012, i.e., within fourteen (14) weeks after entry of
17 this Order;

18 (c) All objections to the Agreement or the Fee and Expense Application shall
19 be filed and served by _____, 2012, i.e., within fourteen (14) weeks after entry of
20 this Order;

21 (d) Representative Plaintiffs' final approval motion, Class Counsel's fee and
22 expense motion, and all supporting materials, shall be filed no later than _____,
23 2012, i.e., within eleven (11) weeks after entry of this Order;

24 (e) Responses to objections, if any, and in further support of the Fee and
25 Expense Application, shall be filed by _____, 2012, i.e., within seventeen (17)
26 weeks after entry of this Order (three (3) weeks after expiration of the deadline for objections);
27

1 (f) The Settlement Hearing shall be held on _____, 2012, at
2 _____ .m., approximately [PROPOSED: eighteen (18)] weeks after entry of this Order; and

3 (g) Class Members who desire to submit Claim Forms shall do so by
4 _____, 2012, i.e., fourteen (14) days after the date of the Settlement Hearing.

5 14. ***Effect of Failure to Approve the Agreement.*** In the event the Court does not
6 approve the Agreement, or for any reason the parties fail to obtain a Final Judgment as
7 contemplated in the Agreement, or the Agreement is terminated pursuant to its terms for any
8 reason, then the following shall apply:

9 (a) All orders and findings entered in connection with the Agreement shall
10 become null and void and have no further force and effect, shall not be used or referred to for
11 any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

12 (b) The conditional certification of the Class pursuant to this Order shall be
13 vacated automatically, and the case shall return to its status as it existed prior to entry of this
14 Order;

15 (c) Nothing contained in this Order is, or may be construed as, any admission
16 or concession by or against Clearwire or Representative Plaintiffs on any point of fact or law,
17 including, but not limited to, factual or legal matters relating to any effort to certify this case as a
18 class action for purposes of considering settlement approval; and

19 (d) Nothing in this Order or pertaining to the Agreement shall be used as
20 evidence in any further proceeding in this case, including, but not limited to, motions or
21 proceedings pertaining to treatment of this case as a class action.

22 15. ***Discretion of Counsel.*** Counsel are hereby authorized to take all reasonable steps
23 in connection with approval and administration of the Settlement not materially inconsistent with
24 this Order or the Agreement, including, without further approval of the Court, making minor
25 changes to the content of the Notice that they jointly deem reasonable or necessary.

1 16. **Stay of Proceedings Pending Approval of the Settlement.** All proceedings before
2 the Court are stayed pending final approval of the settlement, except as may be necessary to
3 implement the settlement or comply with the terms of the Agreement.

4 17. **Injunction against Asserting Released Claims Pending Settlement Approval.**
5 Pending final determination of whether the settlement should be approved, Plaintiffs, all Class
6 Members and any person or entity allegedly acting on behalf of Class Members, either directly,
7 representatively or in any other capacity, are preliminarily enjoined from commencing or
8 prosecuting against the Released Parties any action or proceeding in any court or tribunal
9 asserting any of the Released Claims, provided, however, that this injunction shall not apply to
10 individual claims of any Class Members who timely exclude themselves in a manner that
11 complies with this Order. This injunction is necessary to protect and effectuate the settlement,
12 this Order, and the Court’s flexibility and authority to effectuate this settlement and to enter
13 judgment when appropriate, and is ordered in aid of the Court’s jurisdiction and to protect its
14 judgments pursuant to 28 U.S.C. § 1651(a).

15 18. **Reservation of Rights and Retention of Jurisdiction.** The Court reserves the
16 right to adjourn or continue the date of the Settlement Hearing without further notice to Class
17 Members, and retains jurisdiction to consider all further applications arising out of or connected
18 with the settlement. The Court may approve or modify the settlement without further notice to
19 Class Members.

20 Dated this ____ day of _____, 2012.

21
22 _____
23 THE HONORABLE JAMES L. ROBART
24 UNITED STATES DISTRICT JUDGE

25 Presented by:

26 LAW OFFICES OF CLIFFORD A. CANTOR, P.C.
27 *Attorneys for Represented Plaintiffs*

By: s/ Clifford A. Cantor
Clifford A. Cantor, WSBA # 17893

1 627 208th Ave. SE
Sammamish, WA 98074-7033
2 Tel: (425) 868-7813
3 Fax: (425) 868-7870
E-mail: cliff.cantor@comcast.net

4 MILBERG LLP
Peter E. Seidman
5 Joshua Keller
One Penn Plaza
6 New York, NY 10119-0165
7 Tel: (212) 594-5300
8 Fax: (212) 868-1229

9 REESE RICHMAN LLP
Michael R. Reese
10 Kim E. Richman
875 Avenue of the Americas, 18th Floor
11 New York, NY 10169
12 Tel: (212) 579-4625
Fax: (212) 572-4272

13
14 DAVIS WRIGHT TREMAINE LLP
Attorneys for Clearwire Corporation

15 By: s/ Stephen M. Rummage
16 Stephen M. Rummage, WSBA #11168
17 Kenneth E. Payson, WSBA #26369
18 John A. Goldmark, WSBA #40980
1201 Third Avenue, Suite 2200
19 Seattle, Washington 98101-3045
20 Tel: (206) 622-3150
Fax: (206) 757-7700
E-mail: steverummage@dwt.com
21 kenpayson@dwt.com
22 johngoldmark@dwt.com
23
24
25
26
27

CERTIFICATE OF SERVICE

I certify that, on this day, I caused to be electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

I further certify that, on this day, I deposited in the U.S. mail, postage prepaid, a copy of the foregoing addressed to plaintiff Robert Prior, 2016 E 6th Street, Vancouver WA 98661.

Dated: August 6, 2012.

s/ Cliff Cantor
Cliff Cantor, WSBA #17893
Law Offices of Clifford A. Cantor, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7033
Tel: 425-868-7813
Fax: 425-732-3752
E-mail: cliff.cantor@comcast.net

Exhibit B

to

Settlement Agreement & Release of Claims

First-Class
Mail
US Postage
Paid
Permit #

Clearwire customers: If you paid for retail services from Clearwire Corp. between Nov. 14, 2004 and Feb. 27, 2012, you could be entitled to benefits under a class action settlement.

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

This is an official court notice from the United States District Court for the Western District of Washington at Seattle
Dennings v. Clearwire, No. 10-1859-JLR

Clearwire Litigation
Settlement Administrator
P.O. Box _____
CITY, ST ZIP

«Barcode»

Postal Service: Please do not mark barcode

CW – «ClaimID» «MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «ST» «Zip» «Country»

CW

This notifies you of a proposed settlement of three class actions against Clearwire.

Clearwire's records show you are a member of the settlement Class. Plaintiffs claim Clearwire misrepresented its Internet service speeds by failing to disclose it might restrict its customers' Internet speeds and that Clearwire provided poor Internet and phone service, engaged in misleading advertising, and imposed early termination fees ("ETFs") that prevented customers from terminating because of poor service. ***Clearwire denies any wrongdoing and has asserted many defenses.*** In agreeing to settle, Clearwire does not admit any wrongdoing.

As part of the proposed settlement, Clearwire will provide payments or credits to class members who submit a valid claim form. For details on the calculation of the dollar amounts of these payments/credits, go to www._____.com. Clearwire will also enhance disclosures about network management policies and change its ETF collection policies.

TO RECEIVE A PAYMENT UNDER THE SETTLEMENT, YOU MUST SUBMIT A CLAIM FORM BY [MONTH & DAY], 2012.

If you want to exclude yourself from this settlement, you must send a written request specifically stating that you request exclusion to *Clearwire Litigation* Settlement Administrator, P.O. Box _____, CITY, ST ZIP postmarked ***no later than [MONTH & DAY], 2012.***

If you remain a Class Member, you may object to the settlement by writing to the Court and sending copies to counsel no later than _____, **2012**. Full details on how to object or exclude yourself can be found at www._____.com.

The Court will hold a hearing on ***[MONTH & DAY], 2012***, at ***XX:XX*** to consider whether to approve the settlement and award attorneys' fees and expenses as requested, in an amount not to exceed \$2 million. You or your lawyer may ask to appear and speak at your own expense, but you don't have to. The full text of the Long-form Notice and a downloadable Claim Form are available at www._____.com. The website also explains the Settlement terms in more detail. Call (1-____-____-____) or write to *Clearwire Litigation* Settlement Administrator, P.O. Box _____, CITY, ST ZIP to request the Long-form Notice and Claim Form. This Notice is only a summary.

Exhibit C

to

Settlement Agreement & Release of Claims

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

**If you purchased retail services from Clearwire
between November 14, 2004 and February 27, 2012,
you could be entitled to benefits under a class action settlement.**

*The United States District Court for the Western District of Washington authorized this Notice.
This is not a solicitation from a lawyer.*

- A proposed settlement of three class action lawsuits relates to allegations that Clearwire misrepresented its Internet service, failed to disclose it might restrict its customers’ Internet service speeds, provided poor Internet and phone service, engaged in misleading advertising, and/or imposed early termination fees (“ETFs”) that prevented customers from terminating despite poor service or forced customers to pay a penalty to avoid monthly payments for poor service.
- Clearwire denies all allegations of wrongdoing in all three lawsuits. Clearwire successfully moved to dismiss one of the lawsuits. (That decision is now on appeal.) It has filed motions, which remain pending, to refer the other two lawsuits to individual arbitration. As part of the proposed settlement, Clearwire does not admit to any wrongdoing and continues to deny the allegations against it.
- The proposed Settlement provides for credits (to current customers or former customers with outstanding balances) or payments (to former customers without outstanding balances) to each person submitting a valid Claim Form by _____, 2012 (an “Eligible Claimant”). The criteria for a valid Claim Form are described below.
- Clearwire also will make certain disclosures about its network management policies and changes to its ETF policies. Clearwire will also pay the costs to administer the settlement.
- Your legal rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a payment or credit under the settlement.
EXCLUDE YOURSELF	Get no payment or credit under the settlement. This is the only option that allows you to ever be part of any other lawsuit against Clearwire about the legal claims in the case.
OBJECT	Write to the Court about why you don’t like the settlement. You can do this only if you don’t exclude yourself.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. You can do this only if you don’t exclude yourself.
DO NOTHING	Get no payment or credit under the settlement. Give up rights.

- This Notice explains these rights and options—**and the deadlines to exercise them.**

- The Court must decide whether to approve the settlement as part of the process described in this Notice. Payments or credits will be made if the Court approves the settlement.

WHAT THIS NOTICE CONTAINS

Table of Contents

	Page
BASIC INFORMATION.....	Error! Bookmark not defined.
1. Why did I get a Notice package?	4
2. What are these lawsuits about?	4
3. Why is this a class action?	4
4. Why is there a settlement?	5
Who Is In The Settlement.....	5
5. How do I know if I am part of the settlement?	5
6. Who is not included in the Class?.....	5
7. I'm still not sure if I am included.....	5
The Settlement Benefits — What You Get.....	5
8. What does the settlement provide?	5
9. What can I get from the settlement?	6
How You Get A Credit or Payment -- Submitting A Claim Form.....	7
10. How can I get a credit or payment?	8
11. When would I get my credit or payment?.....	8
12. What am I giving up if I remain in the Class?	8
Excluding Yourself From The Settlement	9
13. How do I get out of the settlement?	9
14. What is the effect if I exclude myself from this settlement?	9
15. If I don't exclude myself, can I sue Clearwire for the same thing later?.....	9
16. If I exclude myself, can I get a credit or payment from this settlement?.....	9

The Lawyers Representing You	9
17. Do I have a lawyer in the case?	10
18. How will the lawyers be paid?.....	10
Objecting To The Settlement	10
19. How do I tell the Court that I don't like the settlement?	10
20. What's the difference between objecting and excluding?	11
The Court's Fairness Hearing	11
21. When and where will the Court decide whether to approve the settlement?.....	11
22. Do I have to come to the hearing?	11
23. May I speak at the hearing?	11
If You Do Nothing.....	11
24. What happens if I do nothing at all?	11
Getting More Information	11
25. Are there more details about the settlement?	12
26. How do I get more information?.....	12

BASIC INFORMATION

1. Why did I get a Notice?

You received a notice by email if you or someone in your family (a) purchased Clearwire retail service between November 14, 2004, and February 27, 2012, and (b) provided Clearwire with the email address the notice was sent to. If the email bounced back to Clearwire, Clearwire mailed a postcard notice to the United States billing address that Clearwire had for you. The email notice and the postcard notice each refer you to this web site. Please read this.

The Court ordered Notice to be sent to you because you have a right to know about a proposed settlement of class actions against Clearwire, and about your options, before the Court decides whether to approve the settlement. If the Court approves it, an administrator will authorize the credits and payments that the settlement allows.

This Notice explains the lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The United States District Court for the Western District of Washington at Seattle has jurisdiction over this proposed settlement. The case is known as *Dennings v. Clearwire Corp.*, 2:10-cv-01859-JLR. The people who sued are called the Plaintiffs, and the company they sued, Clearwire Corporation, is called the Defendant.

2. What are these lawsuits about?

Clearwire Corp., itself or through subsidiaries (collectively, “Clearwire” or “Defendant”), sells wireless Internet access and/or wireless telephone service to consumers.

Representative Plaintiffs filed three proposed class action lawsuits against Clearwire under the captions *Dennings v. Clearwire Corp.*, 2:10-cv-01859-JLR (W.D. Wash.), *Minnick v. Clearwire US, LLC*, No. 2:09-cv-00912-MJP (W.D. Wash.), and *Newton v. Clearwire Corp.*, No. 2:11-cv-00783-WBS-DAD (E.D. Cal.) (the “Actions”).

In the Actions, Representative Plaintiffs claimed Clearwire misrepresented its Internet service speed, intentionally managed customers’ Internet service speeds without proper disclosure, provided poor Internet and phone service, engaged in misleading advertising, and/or imposed early termination fees (“ETFs”) that prevented customers from terminating despite poor service or have been forced to pay the ETF. Clearwire denies all allegations of wrongdoing and has asserted many defenses. The settlement is not an admission of wrongdoing.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. In this case, the Class Representatives are (a) Michael Bobowski; (b) Alyson Burn; (c) Steven Cockayne; (d) Brian Crawford; (e) Dan Dazell; (f) Angelo Dennings; (g) Cheyenne Fegan; (h) Sharon Floyd; (i) Gregory Guerrier; (j) Johanna Koskinen; (k) Elena Munoz-Alazazi; (l) Elaine Powell; (m) Alia Tsang; (n) Kyle Williams; (o) Chad Minnick; (p)

Linda Stephenson; (q) Stephen Reimers; (r) Donald Schultz; (s) Corey Jelinski; (t) Victoria Bartley; (u) Christopher Cuhel; (v) Karen Grefsrud; (w) Rita Mcvicker; (x) Glenn Reynolds; (y) Sharon Newton; and (z) Eva Girod). All these people are Class Members. One court resolves the issues for all Class Members, except those who exclude themselves from the Class. United States District Court Judge James L. Robart has jurisdiction over the case in which the parties have submitted this settlement for approval.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and settlement benefits go to the Class Members. The Class Representatives and their attorneys think the settlement is best for the Class Members.

If the proposed Settlement is approved by the Court in *Dennings v. Clearwire Corp.*, 2:10-cv-01859-JLR (W.D. Wash.), the claims in *Minnick v. Clearwire US, LLC*, No. 2:09-cv-00912-MJP (W.D. Wash.) and *Newton v. Clearwire Corp.*, No. 2:11-cv-00783-WBS-DAD (E.D. Cal.) will also be released.

WHO IS IN THE SETTLEMENT

To see if you get a credit or payment from this settlement, you first have to determine whether you are a Class Member.

5. How do I know if I am part of the settlement?

Judge Robart has decided that everyone who fits this description is a Class Member: All persons and entities who (a) purchased Clearwire's retail services between November 14, 2004, and February 27, 2012, and (b) provided Clearwire with a billing address in the United States.

6. Who is not included in the Class?

The Class does *not* include Clearwire, any entity that has a controlling interest in Clearwire, and Clearwire's current or former directors, officers, counsel, and their immediate families. The Class also does not include any persons who validly request exclusion from the Class.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-____-____-____ or visit the settlement website, www._____.com, for more information. Or you can fill out and return the Claim Form described on page [____], in question [10] and attached as the last page of this Notice, or get there by clicking Claim Form, to help determine whether you qualify.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What does the settlement provide?

Clearwire will provide credits (to current customers) or make payments (to former customers) to each person submitting a valid claim form by _____, 2012 (an “Eligible Claimant”) that meets the requirements for Groups 1, 2, or 3. These credits and payments are outlined in Question [9] below.

In addition, as to its future conduct, Clearwire has agreed to the following:

Network Management. Plaintiffs acknowledge Clearwire manages and will continue to manage its network to maintain network service and integrity, among other things. Clearwire will (i) make available more conspicuous and complete disclosures regarding its network management policy; (ii) modify advertising materials at the next revision in the ordinary course of business to clarify conspicuously that any advertised Internet speeds are subject to network management; and (iii) make readily available disclosures online of a range or examples of Internet speeds to which customers may be managed. In this context, “conspicuous” means the disclosures or a reference to the disclosures (such as an asterisk) will occur not just in Clearwire’s Terms of Service or Acceptable Use Policy but in reasonable proximity to statements in which Clearwire advertises particular Internet speeds or uses the word “unlimited.”

ETF Reinstatement. Clearwire currently does not offer fixed term contracts with ETFs and has no plans to reinstate its use of fixed term contracts. If Clearwire elects to reinstate fixed term contracts within the two years following February 27, 2012, it will at the time of reinstatement instruct its customer service representatives not to charge customers an ETF if they withdraw from their contract for reasons expressly related to quality or speed of service. Upon discovery of an ETF charged to a customer in violation of Clearwire’s instructions to its customer service representatives, Clearwire will refund that ETF.

ETF Waiver. For at least the two years following February 27, 2012, Clearwire will instruct its customer service representatives to waive the ETF for current customers on fixed term contracts who seek to withdraw from their contracts for reasons expressly related to quality or speed of service. Upon discovery of an ETF charged to a customer in violation of Clearwire’s instructions to its customer service representatives, Clearwire will refund that ETF.

9. What can I get from the settlement?

Clearwire will provide credits (to current customers) or make payments (to former customers) to each person submitting a valid claim form by _____, 2012 (an “Eligible Claimant”) that meets the requirements for Groups 1, 2, or 3.

- Group 1. Eligible Claimants who attest they paid an ETF to Clearwire after cancellation due to concerns over service quality will receive 50% of the amount of the ETF paid;

- Group 2. Eligible Claimants who initiated Clearwire service before Sept. 1, 2010 and who attest they experienced impaired Internet speeds and believe Clearwire was responsible will receive (i) \$14.00 plus (ii) the following amounts for each month of service prior to Feb. 27, 2012 during which Clearwire’s records show it managed the Eligible Claimant’s Internet speed at one of the following levels for at least one hour in the aggregate for that month: (A) 0.25 Mbps: \$5.00; (B) 0.60 Mbps: \$3.00; (C) 1.0 Mbps: \$2.00. Internet customers for whom Clearwire’s records show that Clearwire managed their Internet speed in a particular month, but for whom Clearwire’s records do not specify the speeds or duration at which they were managed, will be treated as having been managed in that month for at least one hour at 0.6 Mbps.
- Group 3. Eligible Claimants who initiated Clearwire service on or after Sept. 1, 2010 and who attest they experienced impaired Internet speeds and believe Clearwire was responsible will receive the following amounts for each month of service prior to Feb. 27, 2012 during which Clearwire’s records show it managed the Eligible Claimant’s Internet speed at one of the following levels for at least one hour in the aggregate for that month: (A) 0.25 Mbps: \$5.00; (B) 0.60 Mbps: \$3.00; (C) 1.0 Mbps: \$2.00. Internet customers for whom Clearwire’s records show that Clearwire managed their Internet speed in a particular month, but for whom Clearwire’s records do not specify the speeds or duration at which they were managed, will be treated as having been managed in that month for at least one hour at 0.6 Mbps. Group 3 Eligible Claimants will receive no less than \$7.00, without regard to the number of months (if any) during which Clearwire managed their Internet speed.

Example: If Clearwire managed your Internet speed to 0.6 Mbps for at least one hour per month in each of five months and to 0.25 Mbps for at least one hour per month in each of three other months; and then you cancelled due to service quality and paid an ETF of \$40, you would receive \$50:

$$\$3 \times 5 = \$15; \quad \$5 \times 3 = \$15; \quad \$40 \div 2 = \$20; \quad \$15 + \$15 + \$20 = \$50$$

If Clearwire managed an Eligible Claimant’s Internet speeds to different levels in a single month (e.g., sometimes at 1.0 Mbps and at other times 0.6 Mbps or 0.25 Mbps during the same month), the Eligible Claimant will receive only one payment for that month, calculated at the highest dollar amount applicable for that month.

To the extent a former customer has unpaid past due balances owing to Clearwire, Clearwire may offset past due amounts and issue a check for only the net amount due, if any; but billing disputes previously brought to Clearwire’s attention concerning arithmetic errors will be preserved even if the amount is offset.

HOW YOU GET A CREDIT OR PAYMENT -- SUBMITTING A CLAIM FORM

10. How can I get a credit or payment?

To qualify for a credit or payment, you must send in a Claim Form. A Claim Form is attached to this Notice. Read the instructions carefully, fill out the Claim Form (answering all questions truthfully), and submit it over the Internet no later than _____, 2012, or print out a hard copy of the Claim Form, fill it out (answering all questions truthfully), sign it, and mail it with a postmark no later than _____, 2012.

11. When would I get my credit or payment?

The Court will hold a hearing on _____, 2012 to decide whether to approve the settlement. If Judge Robart approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for the Claim Forms to be processed. Please be patient.

The proposed Settlement contemplates distributing credits and payments to Eligible Claimants ninety (90) days from the date the Settlement becomes final and not subject to appeal.

12. What am I giving up if I remain in the Class?

Unless you exclude yourself, you stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Clearwire about the legal issues in this case. If the settlement is approved and becomes final and not subject to appeal, then you and all Class Members release all "Released Claims" against all "Released Parties."

"Released Claims" means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities, with respect to any and all allegations concerning the quality or speed of Clearwire's service, the payment of ETFs to Clearwire, and Clearwire's network management practices, or with respect to alleged representations or advertising concerning the foregoing, arising from Class Members' subscriptions to or use of Clearwire service that have been, or could have been, brought in the Actions, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Actions. In addition, with respect to Representative Plaintiffs only, "Released Claims" includes all claims arising, or that could arise in the future, out of any conduct or omissions occurring to the date of the agreement that might be attributable to Clearwire. "Released Claims" does not include any claims arising out of telemarketing, texting and the use of automatic dialing and announcing devices (ADAD), including but not limited to those claims pending in *Kwan v. Clearwire*, Case No. C09-1392 JLR (W.D. Wash.).

"Released Parties" means Clearwire Corporation and Clearwire US, LLC and their respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors,

successors, past and present officers, directors, employees, agents, servants, accountants, attorneys, advisors, shareholders, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a credit or payment from this settlement, and you want to keep any right you may have to sue or continue to sue Clearwire or other Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself — and is sometimes referred to as “opting out” of the Class. Clearwire may terminate the settlement if a certain number of people exclude themselves from the Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a signed letter by mail stating that you “want to opt out of the Clearwire Litigation.” Please be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than _____, **2012** to:

Clearwire Litigation
Settlement Administrator
P.O. Box _____,
CITY, ST ZIP

You can't exclude yourself on the phone or by fax or email.

14. What is the effect if I exclude myself from this settlement?

If you ask to be excluded, you will not get any credit or payment from this settlement, and you cannot object to the settlement. You will not be legally bound by anything that happens in the Actions. You may be able to sue (or continue to sue) Clearwire in the future about the legal issues in this case.

15. If I don't exclude myself, can I sue Clearwire for the same thing later?

No. Unless you exclude yourself, you give up your right to sue Clearwire and the other Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit. Remember, your exclusion request must be postmarked on or before _____, **2012**.

16. If I exclude myself, can I get a credit or payment from this settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any credit or payment from this settlement. But you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against the Clearwire and the other Released Parties.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

The Court appointed the law firms of (a) Law Offices of Clifford A. Cantor, P.C.; (b) Milberg LLP; (c) Reese Richman LLP; (d) Tycko & Zavareei LLP; (e) Peterson Wampold Rosato Luna Knopp, PS; (f) Audet & Partners, LLP; and (g) Baillon Thome Jozwiak Miller & Wanta LLP to represent the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. The Court will determine the amount of Class Counsel's fees and expenses, which Clearwire will pay as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel are moving the Court for an award of attorneys' fees and expenses and for service awards for the Representative Plaintiffs. The total amount sought will not exceed \$2,000,000, including service awards of up to \$2,000 each for the Representative Plaintiffs. Clearwire will pay Class Counsel's fees and expenses and the service awards. These amounts will not come out of any funds for payments to Class Members. Clearwire has agreed not to oppose these fees and expenses and awards. You have the right to object to the requested fees and expenses and awards. Clearwire will also pay the costs to administer the settlement.

Class Counsel will file their papers in support of final approval of the Settlement and their application for attorneys' fees and reimbursement of expenses, and for service awards to the Representative Plaintiffs, by no later than _____, 2012. These papers will also be posted on the settlement website (www._____.com).

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

19. How do I tell the Court if I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a signed letter saying you object to the proposed settlement in *Dennings v. Clearwire Corp.*, 2:10-cv-01859-JLR. Be sure to include your name, address, telephone number, that you are a Class Member, and your signature, and state the reasons why you object to the settlement. Your objection and any supporting papers must be mailed to and actually received by all of the following three addressees no later than _____, 2012:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court U.S. Courthouse 700 Stewart Street Seattle, WA 98101	Clifford A. Cantor Law Offices of Clifford A. Cantor, P.C. 627 208th Ave. SE Sammamish, WA 98074	Stephen M. Rummage Davis Wright Tremaine LLP 1201 Third Avenue, Suite 2200 Seattle, WA 98101

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at ___:___ .m. on ___ day, _____, 2012, at the U.S. Courthouse, 700 Stewart Street, Seattle, Washington 98101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Robart will listen to people who have asked to speak at the hearing. The Court may also consider how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Robart may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court and talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary. Finally, you may seek to intervene in the Actions, but you don't need to do so.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in "*Dennings v. Clearwire Corp.*, 2:10-cv-01859-JLR." Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. Your Notice of Intention to Appear must be received by the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in Question [20], no later than _____, 2012. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will not receive a payment or credit. If you do not exclude yourself from the Class, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Clearwire or the Released Parties about the legal issues in this case, ever again.

GETTING MORE INFORMATION

25. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details appear in the Settlement Agreement and Release of Claims (the “Agreement”). Copies of the Agreement and the pleadings and other documents relating to the case are on file at the United States District Court for the Western District of Washington at Seattle and may be examined and copied at any time during regular office hours at the Office of the Clerk, U.S. Courthouse, 700 Stewart Street, Seattle, Washington 98101. The Settlement Agreement is also available at the settlement website, www._____.com.

26. How do I get more information?

You can visit the settlement website at www._____.com, where you will find answers to common questions about the settlement, the Claim Form, plus other information, including a copy of the Agreement. You may also write to: *Clearwire Litigation*, Settlement Administrator, P.O. Box ____, CITY, ST ZIP. **You should not direct questions to the Court.**

Dated: _____, 2012

By Order of the Court
CLERK OF THE COURT

[ATTACH/INSERT CLAIM FORM]

Settlement Claim Form

www.XXXXXXXXXX.com

Online Claim Form

Please read the information below. If you would like to participate in the settlement, please provide the information requested below. To be valid, online claims must be completed, electronically signed, and submitted by **no later than** ____ **p.m. on** _____, **2012**.

To submit your claim, fill out the following form:

Contact Information

First Name:

Last Name:

Country:

Address:

City:

State:

Zip:

Claim Information

Address You Provided to Clearwire When You Had Service:

City:

State:

Zip:

Account Number (if known):

Modem MAC Address (if known):

By submitting your claim form online, you certify the following:

I experienced internet service speed / quality lower than Clearwire represented to me when I signed up for Clearwire service, and I believe Clearwire (rather than factors outside Clearwire's control) was responsible. The lower speed / quality impaired my ability to use the internet. I have not received a bill credit or other refund relating to my Clearwire service speed or quality for which I am submitting this claim.

True

False

FOR CUSTOMERS WHO WISH TO BE CONSIDERED FOR A CLAIM RESULTING FROM CLEARWIRE HAVING MANAGED/REDUCED YOUR INTERNET SPEEDS:

When I subscribed to Clearwire service, I did not understand the extent to which Clearwire could reduce my network speed to manage the network.

True

False

FOR CUSTOMERS WHO WISH TO MAKE A CLAIM CONCERNING PAYMENT OF AN EARLY TERMINATION FEE:

I terminated my Clearwire service because I believed the service quality did not meet Clearwire's representations, Clearwire charged me an early termination fee, and I paid the early termination fee.

True

False

I swear that the above statements are true and correct to the best of my knowledge under penalty of perjury of the laws of the United States.

Claimant Name:

By typing your name above and submitting your claim form, you are electronically signing your name and attesting to the above information.

Settlement Claim Form

www.XXXXXXXXXX.com

Online Claim Form Confirmation

Thank you for submitting your claim online. Your claim has been successfully submitted. Please print this confirmation page for your records.

Claim Number:

Control Number:

Name:

Exhibit D

to

Settlement Agreement & Release of Claims

EXHIBIT D TO AGREEMENT

The Honorable James L. Robart

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICHAEL BOBOWSKI, ALYSON BURN,)	
STEVEN COCKAYNE, BRIAN CRAWFORD,)	Case No. C10-1859-JLR
DAN DAZELL, ANGELO DENNINGS,)	
CHEYENNE FEGAN, SHARON FLOYD,)	[PROPOSED] SETTLEMENT ORDER
GREGORY GUERRIER, JOHANNA)	AND FINAL JUDGMENT
KOSKINEN, ELENA MUNOZ-ALAZAZI,)	
ELAINE POWELL, ROBERT PRIOR, ALIA)	
TSANG, and KYLE WILLIAMS, on behalf of)	
themselves and all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
CLEARWIRE CORPORATION,)	
)	
Defendant.)	
)	

THIS MATTER came before the Court on Representative Plaintiffs’ motion for final approval of the proposed class settlement (the “Settlement”). The Court has considered all papers filed and proceedings in this matter and is fully informed regarding the facts surrounding the proposed Settlement. Based upon this information, the Court has determined to approve the proposed Settlement as fair, reasonable and adequate. The Court hereby enters this Final

1 Judgment, which constitutes a final adjudication on the merits of all claims of the Settlement
2 Class with respect to matters alleged, or that could have been alleged, in this matter, as well as in
3 *Minnick v. Clearwire US, LLC*, No. 2:09-cv-00912-MJP (W.D. Wash.), and *Newton v. Clearwire*
4 *Corp.*, No. 2:11-cv-00783-WBS-DAD (E.D. Cal.) (collectively, the “Actions”).

5 On _____, 2012, this Court granted preliminary approval to the proposed class
6 action settlement between Representative Plaintiffs and defendant Clearwire Corporation
7 (“Clearwire”). The proposed Settlement resolves all of the Class’s claims against Clearwire in
8 exchange for Clearwire’s agreement to provide certain non-monetary relief and programmatic
9 changes, as well as to pay claims by eligible Class Members as set forth in the Agreement. On
10 _____, 2012, this Court held a fairness hearing to consider whether to grant final
11 approval to the Settlement and to consider Class Counsel’s application for an award of attorneys’
12 fees and costs. The Court heard argument from the parties and others who elected to appear to
13 voice their support for, or objection to, the Settlement and/or the Fee Application.

14 Having read, reviewed and considered the papers filed in support of and in opposition to
15 final approval of the Settlement, including supporting declarations; oral arguments of counsel
16 and presentations by members of the Class who appeared at the hearing; Class Counsel’s Fee
17 Application; the Agreement; and the pleadings, it is hereby

18 ORDERED, ADJUDGED AND DECREED that:

- 19 1. The definitions and provisions of the Settlement Agreement and Release of
20 Claims (the “Agreement”) are incorporated in this Order as though fully set forth herein.
- 21 2. This Court has jurisdiction over the subject matter of the Agreement with respect
22 to and over all parties to the Agreement, including Representative Plaintiffs and all members of
23 the Settlement Class.
- 24 3. The Court approves the Settlement and finds the Settlement is, in all respects, fair,
25 reasonable, and adequate to the Plaintiff Settlement Class, within the authority of the parties, and
26 the result of extensive arm’s length negotiations with the guidance of an experienced mediator.
- 27

1 4. This Court confirms the proposed Settlement Class satisfies the requirements of
2 Fed. R. Civ. P.23, as found in the Court’s Order Granting Preliminary Approval of Class
3 Settlement, Conditionally Certifying Settlement Class, and Approving Form and Manner of
4 Notice (“Preliminary Approval Order”). Accordingly, this Court makes final its _____,
5 2012 Order Conditionally Certifying Settlement Class.

6 5. Certain members of the Class have timely requested to be excluded from the
7 Class and the Settlement. Exhibit 1, attached hereto, lists the Class Members who timely
8 requested exclusion from the Class. Accordingly, this Order shall not bind or affect Class
9 Members listed on Exhibit 1.

10 6. The Court hereby grants final approval to the Settlement and finds that it is fair,
11 reasonable and adequate, and in the best interests of the Class as a whole. The Court has
12 considered and hereby overrules all objections brought to the Court’s attention, whether properly
13 filed or not.

14 7. Neither this Final Judgment nor the Agreement is an admission or concession by
15 Clearwire of the validity of any claims or of any liability or wrongdoing or of any violation of
16 law. This Final Judgment and the Agreement do not constitute a concession and shall not be
17 used as an admission or indication of any wrongdoing, fault or omission by Clearwire or any
18 other person in connection with any transaction, event or occurrence, and neither this Final
19 Judgment nor the Agreement nor any related documents in this proceeding, nor any reports or
20 accounts thereof, shall be offered or received in evidence in any civil, criminal, or administrative
21 action or proceeding, other than such proceedings as may be necessary to consummate or enforce
22 this Final Judgment, the Agreement, and all releases given thereunder, or to establish the
23 affirmative defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in
24 the Agreement.

25 8. This Court hereby dismisses with prejudice all claims of members of the
26 Settlement Class that have been, or could have been, alleged in this action arising from Class
27 members’ subscriptions to or use of Clearwire service, including all claims relating in any way to

1 the quality of Clearwire's service, the payment of early termination fees to Clearwire, and
2 Clearwire's network management practices.

3 9. Representative Plaintiffs, for themselves and as the representatives of the Class,
4 and on behalf of each Class Member who has not timely opted out and each of their respective
5 agents, successors, heirs, assigns, and any other person who can claim by or through them in any
6 manner, fully, finally, and forever irrevocably release, relinquish, and forever discharge with
7 prejudice all Released Claims against the Released Parties.

8 10. Clearwire, for itself and its predecessors, successors and assigns of any of them
9 and the other Released Parties, fully, finally, and forever irrevocably release, relinquish, and
10 forever discharge with prejudice all Released Defendant's Claims against Representative
11 Plaintiffs, all other Class Members, and Plaintiffs' Counsel.

12 11. By operation of this judgment, the Representative Plaintiffs and Clearwire
13 expressly waive, and each Class Member is deemed to have waived, any and all claims, rights, or
14 benefits they may have under California Civil Code § 1542 and any similar federal or state law,
15 right, rule, or legal principle that may apply. California Civil Code § 1542 provides as follows:

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

19 12. Clearwire and the Garden City Group, which Clearwire retained to administer the
20 Settlement, completed the delivery of class notice according to the terms of the Agreement. The
21 Notice given by Clearwire and Garden City Group to the Settlement Class, which set forth the
22 principal terms of the Agreement and other matters, was the best practicable notice under the
23 circumstances. The notice program prescribed by the Agreement was reasonable and provided
24 due and adequate notice of these proceedings and of the matters set forth therein, including the
25 terms of the Agreement, to all parties entitled to such notice. The Notice given to members of
26 the Class satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements
27 of constitutional due process. The Notice was reasonably calculated under the circumstances to

1 apprise Class Members of the pendency of this action, all material elements of the Settlement,
2 and their opportunity to exclude themselves from, object to, or comment on the Settlement and
3 appear at the final fairness hearing. The Court has afforded a full opportunity to all Class
4 Members to be heard. Accordingly, the Court determines that all members of the Settlement
5 Class, except those who timely excluded themselves from the Class, are bound by this Judgment
6 and Final Order.

7 13. Within ten (10) days after the filing of the proposed Agreement in this Court,
8 Clearwire served a notice of the proposed settlement upon the appropriate state official of each
9 State in which a Class member resides and upon the Attorney General of the United States. The
10 Court finds that the notice provided by Clearwire satisfied the requirements of 28 U.S.C. §
11 1715(b) and that more than ninety (90) days have elapsed since Clearwire provided the required
12 notice, as required by 28 U.S.C. § 1715(d).

13 14. Without affecting the finality of this judgment, the Court retains continuing
14 jurisdiction over (a) implementation of the Agreement, distribution of the settlement payments,
15 incentive fees, and attorneys' fees and costs contemplated by the Agreement, and processing of
16 the claims permitted by the Agreement, until each and every act agreed to be performed pursuant
17 to the Agreement has been performed, and (b) all parties to this action and members of the
18 Plaintiff Settlement Class for the purpose of enforcing and administering the Agreement.

19 15. The Court hereby awards \$_____ to each Representative Plaintiff as
20 incentive fees in compensation for the time, effort, and risk they undertook as representatives of
21 the Settlement Class.

22 16. The Court hereby awards attorneys' fees and costs to compensate Class Counsel
23 for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel
24 achieved a favorable result for the Class by obtaining Clearwire's agreement to certain non-
25 monetary relief and programmatic changes and by making funds available to Class Members,
26 subject to submission of valid claims by eligible Class Members; (b) Class Counsel devoted
27 substantial effort to pre-and post-filing investigation, legal analysis, and litigation; (c) Class

1 Counsel prosecuted the Class's claims on a contingent fee basis, investing significant time and
2 accumulating costs with no guarantee that they would receive compensation for their services or
3 recover their expenses; (d) Class Counsel employed their knowledge of and experience with
4 class action litigation in achieving a valuable settlement for the Class, in spite of Clearwire's
5 possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard
6 contingent fee agreements with Representative Plaintiffs, who have reviewed the Agreement and
7 been informed of Class Counsel's attorney fee and cost application and have approved; and (f)
8 the Notice informed Class Members of the amount and nature of Class Counsel's fee and cost
9 request under the Agreement, Class Counsel filed and posted their Fee Application in time for
10 Class members to make a meaningful decision whether to object to the Fee Application, and no
11 Class member objected. For these reasons, the Court hereby approves Class Counsel's Fee and
12 Cost Application and awards to Class Counsel fees and costs in the total aggregate amount of
13 \$_____. All such fees are in lieu of statutory fees that Representative Plaintiffs and/or the
14 Class might otherwise have been entitled to recover.

15 17. Clearwire shall pay the fee and cost awards to Class Counsel and the incentive
16 fees to Representative Plaintiffs, as well as amounts due to eligible Class Members who timely
17 filed a claim under the Agreement, in accordance with and at the times prescribed by the
18 Agreement.

19 Dated this ____ day of _____, 2012.

20
21 _____
22 THE HONORABLE JAMES L. ROBERT
UNITED STATES DISTRICT JUDGE

23 Presented by:

24 LAW OFFICES OF CLIFFORD A. CANTOR, P.C.
25 *Attorneys for Plaintiff*

26 By: s/ Clifford A. Cantor
27 Clifford A. Cantor, WSBA # 17893
627 208th Ave. SE

1 Sammamish, WA 98074-7033
2 Tel: (425) 868-7813
3 Fax: (425) 868-7870
4 E-mail: cliff.cantor@comcast.net

5 MILBERG LLP
6 Andrei V. Rado
7 Joshua Keller
8 Peter E. Seidman
9 One Penn Plaza
10 New York, NY 10119-0165
11 Tel: (212) 594-5300
12 Fax: (212) 868-1229

13 REESE RICHMAN LLP
14 Michael R. Reese
15 mreese@reaserichman.com
16 Kim E. Richman
17 875 Avenue of the Americas, 18th Floor
18 New York, NY 10169
19 Tel: (212) 579-4625
20 Fax: (212) 572-4272

21 DAVIS WRIGHT TREMAINE LLP
22 *Attorneys for Clearwire Corporation*

23 By: s/ Stephen M. Rummage
24 Stephen M. Rummage, WSBA #11168
25 Kenneth E. Payson, WSBA #26369
26 John A. Goldmark, WSBA #40980
27 1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045
Tel: (206) 622-3150
Fax: (206) 757-7700
E-mail: steverummage@dwt.com
kenpayson@dwt.com
johngoldmark@dwt.com

CERTIFICATE OF SERVICE

I hereby certify that on this day, I caused to be electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following plaintiff's counsel:

Cliff Cantor: cliff.cantor@comcast.net, cliffcantor@hotmail.com
Peter E. Seidman: pseidman@milberg.com
Andrei V. Rado: arado@milberg.com
Joshua Keller: jkeller@milberg.com
Michael R. Reese mreese@reese-richman.com, michael@reese-richman.com

DATED this ____ of _____, 2012.

s/ Stephen M. Rummage
Stephen M. Rummage, WSBA #11168
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045
Telephone: (206) 622-3150
Fax: (206) 757-7700
E-mail: steverummage@dwt.com

EXHIBIT A TO AGREEMENT

The Honorable James L. Robart

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICHAEL BOBOWSKI, ALYSON BURN,)
STEVEN COCKAYNE, BRIAN CRAWFORD,)
DAN DAZELL, ANGELO DENNINGS,)
CHEYENNE FEGAN, SHARON FLOYD,)
GREGORY GUERRIER, JOHANNA)
KOSKINEN, ELENA MUNOZ-ALAZAZI,)
ELAINE POWELL, ROBERT PRIOR, ALIA)
TSANG, and KYLE WILLIAMS, on behalf of)
themselves and all others similarly situated,)

Plaintiffs,)

v.)

CLEARWIRE CORPORATION,)

Defendant.)

Case No. C10-1859-JLR

[Proposed] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT,
CONDITIONALLY CERTIFYING
SETTLEMENT CLASS, AND
APPROVING FORM AND
MANNER OF NOTICE

NOTE ON MOTION CALENDAR:
Friday, August 24, 2012

Plaintiffs have filed a Motion for Conditional Certification of Proposed Settlement Class Preliminary Approval of Class Action Settlement, Directing Notice, and Setting Hearing on Final Approval of Settlement (“Motion”). Having reviewed the Motion and supporting materials, the Court determines and orders as follows:

A. Counsel have advised the Court that the parties have agreed, subject to final approval by this Court following notice to the Plaintiff Settlement Class and a hearing, to settle

1 this action, on the terms and conditions set forth in the Settlement Agreement and Release of
2 Claims (the “Agreement”).

3 B. The Court has reviewed the Agreement, as well as the files, records, and
4 proceedings to date in this matter. The terms of the Agreement are hereby incorporated as
5 though fully set forth in this Order. Capitalized terms shall have the meanings attributed to them
6 in the Agreement.

7 C. Based upon preliminary examination, it appears to the Court that the Agreement
8 is fair, reasonable, and adequate; that the Plaintiff Settlement Class should be certified for
9 settlement purposes; and that the Court should hold a hearing after notice to the Plaintiff
10 Settlement Class to determine whether to enter a settlement approval order and final judgment in
11 this action, based upon that Agreement.

12 Based upon the foregoing, IT IS HEREBY ORDERED:

13 1. ***Preliminary Approval of Proposed Settlement.*** The Agreement, including all
14 exhibits thereto, is preliminarily approved as fair, reasonable, and adequate. The Court finds that
15 (a) the Agreement resulted from extensive arm’s-length negotiations, and (b) the Agreement is
16 sufficient to warrant notice thereof to members of the Plaintiff Settlement Class and the
17 Settlement Hearing described below.

18 2. ***Class Certification for Settlement Purposes Only.*** Pursuant to Fed. R. Civ. P.
19 23(b)(3), the Court, for settlement purposes only, conditionally certifies a class (“Class”)
20 consisting of all persons and entities who (i) purchased Clearwire’s retail services between
21 November 14, 2004, and February 27, 2012, and (ii) provided Clearwire with a billing address in
22 the United States.

23 (a) In connection with the certification, the Court makes the following preliminary
24 findings:

25 (1) The Class satisfies Fed. R. Civ. P. 23(a)(1) because the Class appears to be
26 so numerous that joinder of all members is impracticable;

1 (2) The Class satisfies Fed. R. Civ. P. 23(a)(2) because there appear to be
2 questions of law or fact common to the Class;

3 (3) The Class satisfies Fed. R. Civ. P. 23(a)(3) because the claims of the
4 plaintiffs named in the caption appear to be typical of the claims being resolved through the
5 proposed Settlement;

6 (4) The Class satisfies Fed. R. Civ. P. 23(a)(4) because the named plaintiffs
7 appear to be capable of fairly and adequately protecting the interests of the above-described
8 Class in connection with the proposed Settlement and because counsel representing the Class are
9 qualified, competent and capable of prosecuting this action on behalf of the Class.

10 (5) The Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3) because,
11 for purposes of Settlement approval and administration, common questions of law and fact
12 appear to predominate over questions affecting only individual Class Members and because
13 settlement with the above-described Class appears to be superior to other available methods for
14 the fair and efficient resolution of the claims of the Class. The Class appears to be sufficiently
15 cohesive to warrant settlement by representation.

16 (b) In making the foregoing findings, the Court has exercised its discretion in
17 conditionally certifying a settlement class.

18 (c) Michael Bobowski, Alyson Burn, Steven Cockayne, Brian Crawford, Dan Dazell,
19 Angelo Dennings, Cheyenne Fegan, Sharon Floyd, Gregory Guerrier, Johanna Koskinen, Elena
20 Munoz-Alazazi, Elaine Powell, Alia Tsang, Kyle Williams, Chad Minnick, Linda Stephenson,
21 Stephen Reimers, Donald Schultz, Corey Jelinski, Victoria Bartley, Christopher Cuhel, Karen
22 Grefsrud, Rita Mcvicker, Glenn Reynolds, Eva Girod, and Sharon Newton are hereby designated
23 as Class Representatives.

24 3. ***Class Counsel.*** The Court appoints (a) The Law Offices of Clifford A. Cantor,
25 P.C.; (b) Milberg LLP; (c) Reese Richman LLP; (d) Tycko & Zavareei LLP; (e) Peterson
26 Wampold Rosato Luna Knopp; (f) Audet & Partners, LLP; and (g) Baillon Thome Jozwiak
27 Miller & Wanta as counsel for the Class (“Class Counsel”). For purposes of these settlement

1 approval proceedings, the Court finds that these counsel are competent and capable of exercising
2 their responsibilities as Class Counsel.

3 4. **Settlement Hearing.** A final approval hearing (the “Settlement Hearing”) shall be
4 held before this Court on _____, 2012, at _____ .m., as set forth in the Notice
5 (described in Paragraph 5 below), to determine whether the Agreement is fair, reasonable and
6 adequate and should be given final approval. Papers in support of final approval of the
7 Agreement and for an award of attorneys’ fees, costs, and expenses and for service awards to the
8 Representative Plaintiffs (the “Fee and Expense Application”) shall be filed with the Court
9 according to the schedule set forth in Paragraphs 12-13, below. The Court may postpone,
10 adjourn, or continue the Settlement Hearing by order of the Court, without further notice to the
11 Class. After the Settlement Hearing, the Court may enter a Settlement Order and Final Judgment
12 in accordance with the Agreement (the “Final Judgment”), which will adjudicate the rights of the
13 Class Members with respect to the claims being settled.

14 5. **Notice.** The Court approves the form and content of the notices substantially in
15 the forms attached as Exhibits B and C to the Agreement. Clearwire shall comply with the
16 notice requirements of Paragraph 3.03 of the Agreement. In compliance with that Paragraph,
17 within five (5) weeks of entry of this Order, Clearwire shall cause notice to be delivered to all
18 Class Members who can be identified with reasonable effort. Notices sent by U.S. Mail or email
19 shall be substantially in the form attached as Exhibit B to the Agreement, and a notice
20 substantially in the form attached as Exhibit C to the Agreement shall be posted at a website, the
21 Internet address for which shall be disclosed in the notices transmitted by U.S. Mail and email.

22 6. **Filing of CAFA Notice.** Before the Settlement Hearing, Clearwire shall file with
23 the Court proof of its compliance with the notice provisions of the Class Action Fairness Act of
24 2005 (“CAFA”), 28 U.S.C. § 1715.

25 7. **Findings Concerning Notice.** The Court finds that the Notice and the manner of
26 its dissemination described in the previous Paragraph and in Paragraph 3.03 of the Agreement
27 constitutes the best practicable notice under the circumstances and is reasonably calculated,

1 under all the circumstances, to apprise Class Members of the pendency of this action, the terms
2 of the Agreement and their right to object to or exclude themselves from the Class. The Court
3 finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all
4 persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of
5 the Federal Rules of Civil Procedure, and any other applicable laws.

6 8. **Exclusion from Class.** Each Class Member who wishes to exclude himself or
7 herself from the Class and follows the procedures set forth in this Paragraph shall be excluded.
8 Any potential member of the Class may mail a written request for exclusion, in the form
9 specified in the Notice, to the third-party administrator at the address set forth in the Notice. All
10 such written requests must be postmarked by fourteen (14) weeks from entry of this Order. All
11 persons who properly make requests for exclusion from the Class shall not be Class Members
12 and shall have no rights with respect to, nor be bound by, the Agreement, should it be approved.
13 The names of all such excluded individuals shall be attached as an exhibit to any Final Judgment.

14 9. **Right to Abrogate Agreement.** In the event more than a previously-agreed
15 number of Class Members to whom Clearwire transmits notice timely exclude themselves from
16 the Settlement Class, Clearwire shall have the unilateral right to abrogate the Agreement by
17 written notice of abrogation to Class Counsel in accordance with subject to the procedures set
18 forth in the Agreement. If Clearwire exercises its right to abrogate the Agreement, then all
19 aspects of the Agreement and the settlement underlying it, including but not limited to the
20 provisional certification of the Settlement Class for settlement purposes only, shall be altogether
21 null and void, and no aspect of the Agreement, the settlement, or this Order shall serve as legal
22 precedent or as any basis for legal or factual argument in this or any other case.

23 10. **Claims Procedures.** The Court approves the claims procedures set forth in the
24 Agreement. The Court approves the form and content of the Claim Form substantially in the
25 form attached as the last page of Exhibit C to the Agreement. A properly executed Claim Form
26 must be submitted as required in the Notice over the Internet or postmarked not later than
27 fourteen (14) days after the date of the Settlement Hearing. Such deadline may be further

1 extended by Court Order. Each Claim Form shall be deemed to have been submitted when
2 submitted over the Internet or postmarked (if properly addressed and mailed by first class mail,
3 postage prepaid), provided such Claim Form is actually received prior to the Distribution Date.
4 Any Claim Form submitted in any other manner shall be deemed to have been submitted when it
5 was actually received at the address designated on the Claim Form.

6 11. **Costs of Notice and Claims Processing.** Clearwire shall bear all costs of
7 providing notice to the Class of the pendency and settlement of the Actions and of processing
8 claims.

9 12. **Objections, Appearances, and Final Papers.**

10 (a) **Written Objections.** Any Class Member who has not timely submitted a
11 written request for exclusion from the Class, and thus is a Class Member, may object to the
12 fairness, reasonableness or adequacy of the Agreement, or the Fee and Expense Application.
13 Any class member who wishes to object to the Settlement, must submit his or her objection in
14 writing to Class Counsel, Attn: Clifford A. Cantor, Law Offices of Clifford A. Cantor, P.C., 627
15 208th Ave. SE, Sammamish, WA 98074-7033 (Class Counsel), postmarked no later than
16 fourteen (14) weeks from entry of this Order. Class Counsel will file copies with the Court via
17 ECF. Objecting Class Members must include their name and address, the name and number of
18 the case, and a statement of the reasons why they (i) believe the Court should find that the
19 proposed settlement is not in the best interests of the Class, or (ii) object to the Fee and Expense
20 Application. Any objection not timely made shall be forever barred.

21 (b) **Appearance at Settlement Hearing.** Any objecting Class Member who
22 wishes to address the Court at the Settlement Hearing must indicate his or her intent to do so in
23 writing to Class Counsel at the same time that the Class Member submits the objection. Class
24 Counsel will inform the Court and Clearwire's lawyers accordingly. Any Class Member who
25 does not timely deliver a written objection and notice of intention to appear by fourteen (14)
26 weeks from entry of this Order, in accordance with the requirements of this Order, shall not be
27

1 permitted to object or appear at the Settlement Hearing, except for good cause shown, and shall
2 be bound by all proceedings, orders and judgments of the Court.

3 (c) **Papers for Final Approval and for Fees and Expenses.** Representative
4 Plaintiffs shall file their motion for final approval of the Settlement, and Class Counsel shall file
5 their motion for fees and expenses, together with all supporting documentation, by no later than
6 eleven (11) weeks from entry of this Order, sufficiently in advance of the expiration of the
7 objection period that any Class Member will have sufficient information to decide whether to
8 object and, if applicable, to make an informed objection.

9 (d) **Responses to Objections.** Any responses to objections to the Agreement
10 or the Fee and Expense Application shall be filed with the Court on or before seventeen (17)
11 weeks from entry of this Order.

12 13. **Dates of Performance.** In summary, the dates of performance are as follows:

13 (a) Clearwire shall send the Notice to potential Class Members on or before
14 _____, 2012, i.e., within five (5) weeks after entry of this Order;

15 (b) Class Members who desire to be excluded shall mail requests for
16 exclusion postmarked by _____, 2012, i.e., within fourteen (14) weeks after entry of
17 this Order;

18 (c) All objections to the Agreement or the Fee and Expense Application shall
19 be filed and served by _____, 2012, i.e., within fourteen (14) weeks after entry of
20 this Order;

21 (d) Representative Plaintiffs' final approval motion, Class Counsel's fee and
22 expense motion, and all supporting materials, shall be filed no later than _____,
23 2012, i.e., within eleven (11) weeks after entry of this Order;

24 (e) Responses to objections, if any, and in further support of the Fee and
25 Expense Application, shall be filed by _____, 2012, i.e., within seventeen (17)
26 weeks after entry of this Order (three (3) weeks after expiration of the deadline for objections);
27

1 (f) The Settlement Hearing shall be held on _____, 2012, at
2 _____ .m., approximately [PROPOSED: eighteen (18)] weeks after entry of this Order; and

3 (g) Class Members who desire to submit Claim Forms shall do so by
4 _____, 2012, i.e., fourteen (14) days after the date of the Settlement Hearing.

5 14. ***Effect of Failure to Approve the Agreement.*** In the event the Court does not
6 approve the Agreement, or for any reason the parties fail to obtain a Final Judgment as
7 contemplated in the Agreement, or the Agreement is terminated pursuant to its terms for any
8 reason, then the following shall apply:

9 (a) All orders and findings entered in connection with the Agreement shall
10 become null and void and have no further force and effect, shall not be used or referred to for
11 any purposes whatsoever, and shall not be admissible or discoverable in any other proceeding;

12 (b) The conditional certification of the Class pursuant to this Order shall be
13 vacated automatically, and the case shall return to its status as it existed prior to entry of this
14 Order;

15 (c) Nothing contained in this Order is, or may be construed as, any admission
16 or concession by or against Clearwire or Representative Plaintiffs on any point of fact or law,
17 including, but not limited to, factual or legal matters relating to any effort to certify this case as a
18 class action for purposes of considering settlement approval; and

19 (d) Nothing in this Order or pertaining to the Agreement shall be used as
20 evidence in any further proceeding in this case, including, but not limited to, motions or
21 proceedings pertaining to treatment of this case as a class action.

22 15. ***Discretion of Counsel.*** Counsel are hereby authorized to take all reasonable steps
23 in connection with approval and administration of the Settlement not materially inconsistent with
24 this Order or the Agreement, including, without further approval of the Court, making minor
25 changes to the content of the Notice that they jointly deem reasonable or necessary.

1 16. **Stay of Proceedings Pending Approval of the Settlement.** All proceedings before
2 the Court are stayed pending final approval of the settlement, except as may be necessary to
3 implement the settlement or comply with the terms of the Agreement.

4 17. **Injunction against Asserting Released Claims Pending Settlement Approval.**
5 Pending final determination of whether the settlement should be approved, Plaintiffs, all Class
6 Members and any person or entity allegedly acting on behalf of Class Members, either directly,
7 representatively or in any other capacity, are preliminarily enjoined from commencing or
8 prosecuting against the Released Parties any action or proceeding in any court or tribunal
9 asserting any of the Released Claims, provided, however, that this injunction shall not apply to
10 individual claims of any Class Members who timely exclude themselves in a manner that
11 complies with this Order. This injunction is necessary to protect and effectuate the settlement,
12 this Order, and the Court’s flexibility and authority to effectuate this settlement and to enter
13 judgment when appropriate, and is ordered in aid of the Court’s jurisdiction and to protect its
14 judgments pursuant to 28 U.S.C. § 1651(a).

15 18. **Reservation of Rights and Retention of Jurisdiction.** The Court reserves the
16 right to adjourn or continue the date of the Settlement Hearing without further notice to Class
17 Members, and retains jurisdiction to consider all further applications arising out of or connected
18 with the settlement. The Court may approve or modify the settlement without further notice to
19 Class Members.

20 Dated this ____ day of _____, 2012.

21
22 _____
THE HONORABLE JAMES L. ROBART
UNITED STATES DISTRICT JUDGE

23 Presented by:
24 LAW OFFICES OF CLIFFORD A. CANTOR, P.C.
25 *Attorneys for Represented Plaintiffs*

26 By: s/ Clifford A. Cantor
27 Clifford A. Cantor, WSBA # 17893

1 627 208th Ave. SE
Sammamish, WA 98074-7033
2 Tel: (425) 868-7813
3 Fax: (425) 868-7870
E-mail: cliff.cantor@comcast.net

4 MILBERG LLP
Peter E. Seidman
5 Joshua Keller
One Penn Plaza
6 New York, NY 10119-0165
7 Tel: (212) 594-5300
8 Fax: (212) 868-1229

9 REESE RICHMAN LLP
Michael R. Reese
10 Kim E. Richman
875 Avenue of the Americas, 18th Floor
11 New York, NY 10169
12 Tel: (212) 579-4625
Fax: (212) 572-4272

13
14 DAVIS WRIGHT TREMAINE LLP
Attorneys for Clearwire Corporation

15 By: s/ Stephen M. Rummage
16 Stephen M. Rummage, WSBA #11168
17 Kenneth E. Payson, WSBA #26369
18 John A. Goldmark, WSBA #40980
1201 Third Avenue, Suite 2200
19 Seattle, Washington 98101-3045
20 Tel: (206) 622-3150
Fax: (206) 757-7700
E-mail: steverummage@dwt.com
21 kenpayson@dwt.com
22 johngoldmark@dwt.com
23
24
25
26
27

CERTIFICATE OF SERVICE

I certify that, on this day, I caused to be electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

I further certify that, on this day, I deposited in the U.S. mail, postage prepaid, a copy of the foregoing addressed to plaintiff Robert Prior, 2016 E 6th Street, Vancouver WA 98661.

Dated: August 6, 2012.

s/ Cliff Cantor

Cliff Cantor, WSBA #17893
Law Offices of Clifford A. Cantor, P.C.
627 208th Ave. SE
Sammamish, WA 98074-7033
Tel: 425-868-7813
Fax: 425-732-3752
E-mail: cliff.cantor@comcast.net