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CINGULAR WIRELESS LLC, et al.
and AT&T WIRELESS PCS, LLC, et al.

FILED BY FAX
ALAMEDA COUNTY

February 24, 2010

CLERK OF
THE SUPERIOR COURT
By Rosanne Case, Deputy

CASE NUMBER:
JCCP004332

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

Coordination Proceeding
Special Title (Rule 1550(b))

CELLPHONE TERMINATION FEE CASES

This Document Relates to:

Meoli v. AT&T Wireless PCS, LLC, et al.
(Handset Locking and Related Claims against
AT&T Wireless PCS, LLC, et al.); and

Mendoza v. Cingular Wireless LLC, et al.
(Handset Locking and Related Claims against
Cingular Wireless LLC, et al.).

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4332

Assigned to: Judge Winifred Smith

**STIPULATION AND SETTLEMENT
AGREEMENT**

STIPULATION AND SETTLEMENT AGREEMENT

1 It is hereby stipulated and agreed by and among the undersigned Parties, subject to the
 2 approval of the Court pursuant to Rule 3.769 of the California Rules of Court, that settlement of
 3 the Actions shall be effectuated pursuant to the terms and conditions set forth in this Settlement
 4 Agreement.

5 ARTICLE I.

6 PREAMBLE

7 A. WHEREAS, defendant AT&T Mobility LLC (f/k/a Cingular Wireless LLC) and
 8 defendant AT&T Wireless Services, Inc. provide or have provided wireless services to customers
 9 in one or more of all of the fifty United States, including Puerto Rico and United States
 10 territories.

11 B. WHEREAS, Leslie Armstrong, Riley Clark, Betty Jennings, Steve Kozack,
 12 Sridhar Krishnan, Porsha Meoli, Joseph Panganiban and Jennifer Preuss are the named plaintiffs
 13 in the above-captioned action entitled *Meoli v. AT&T Wireless PCS, LLC, et al.*, Superior Court
 14 of the State of California for the County of Alameda, Case No. RG03086113, coordinated under
 15 Judicial Council Coordinated Proceeding No. 4332, and through counsel have filed a Complaint
 16 and successive amended complaints culminating in the operative Fourth Amended Complaint.
 17 Pursuant to the Court's Orders filed November 25, 2009 and December 17, 2009, they represent
 18 a class of "all persons who have or had an AT&T Wireless account with a California area code
 19 and a California billing address and who purchased a locked handset from AT&T Wireless from
 20 March 12, 1999 to October 26, 2004," a Consumer Subclass of "all persons who have or had an
 21 AT&T Wireless personal account with a California area code and a California billing address
 22 who purchased a locked handset from AT&T Wireless from March 12, 1999 to October 26,
 23 2004," and an Arbitration Subclass of "all members of the Consumer Subclass who are or were
 24 parties to the AT&T Wireless Service Agreement dated January 1, 2001 through December 31,
 25 2009."

26 C. WHEREAS, Jill Bonnington, Mike Freeland, Kistler & Kistler, Astrid Mendoza,
 27 Ron Ng and Richard Yates are the named plaintiffs in the above-captioned action entitled
 28 *Mendoza v. Cingular Wireless LLC, et al.*, Superior Court of the State of California for the

1 County of Alameda, Case No. RG03114152, coordinated under Judicial Council Coordinated
2 Proceeding No. 4332, and through counsel have filed a Complaint and successive amended
3 complaints culminating in the operative Fourth Amended Complaint. Pursuant to the Court's
4 Orders filed November 25, 2009 and December 17, 2009, they represent a class of "all persons
5 who have or had a Cingular account with a California area code and a California billing address
6 and who purchased a locked handset (other than an iPhone) from Cingular from March 12, 1999
7 to December 31, 2009," a Consumer Subclass of "all persons who have or had a Cingular
8 personal account with a California area code and a California billing address who purchased a
9 locked handset (other than an iPhone) from Cingular from March 12, 1999 to December 31,
10 2009," and an Arbitration Subclass of "all members of the Consumer Subclass who are or were
11 parties to the Cingular Service Agreements dated January 1, 2001 through December 31, 2009."

12 D. WHEREAS, Defendants have filed answers to the Fourth Amended Complaints
13 in the California Actions, denying the allegations in the Fourth Amended Complaints and
14 asserting defenses.

15 E. WHEREAS, Dennis M. Pickering Sr. has filed a complaint against Cingular
16 Wireless LLC in the Circuit Court of Palm Beach County, 15th Judicial Circuit, Florida, on
17 behalf of himself and all others similarly situated, Case No. 2004 CA 005060, alleging that
18 defendant is violating Florida's Deceptive and Unfair Trade Practices Act by utilizing handset
19 locking technology, and defendant denies all allegations of wrongdoing and liability, including
20 any causation of damages to plaintiff and the putative class in that suit.

21 F. WHEREAS, Lawrence Graber has filed a complaint against AT&T Wireless PCS,
22 LLC in the Circuit Court of Palm Beach County, 15th Judicial Circuit, Florida, on behalf of
23 himself and all others similarly situated, Case No. 2004 CA 004650, alleging that defendant is
24 violating Florida's Deceptive and Unfair Trade Practices Act by utilizing handset locking
25 technology, and defendant denies all allegations of wrongdoing and liability, including any
26 causation of damages to plaintiff and the putative class in that suit.

27

28

1 G. WHEREAS, Defendants deny all allegations of wrongdoing and liability in the
2 Actions, and deny any causation of damages to the Class Representatives or the Settlement
3 Class.

4 H. WHEREAS, the Class Representatives and their counsel believe that their claims
5 are meritorious, but have concluded that, in light of the costs, risks, and delay of litigation of the
6 matters in dispute, particularly in complex putative class action proceedings, and in the desire to
7 provide relief to the Settlement Class sooner rather than later, this Settlement is fair, reasonable,
8 adequate, and in the best interests of the Settlement Class.

9 I. WHEREAS, Defendants deny any liability and assert various defenses to liability,
10 but have concluded, in light of the costs, disruption, and risks of litigation, particularly in
11 complex putative class action proceedings, that this Settlement is appropriate on the terms and
12 conditions set forth herein.

13 J. WHEREAS, Defendants and the Class Representatives wish to settle the Actions
14 and certify a nationwide class of persons for purposes of settlement of comparable handset
15 locking claims that have been brought or could have been brought in any jurisdiction.

16 NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of the
17 agreements, promises, and covenants set forth in this Stipulation and Settlement Agreement, and
18 subject to approval of the Court, the Actions shall be fully and finally settled and dismissed with
19 prejudice and without costs under the following terms and conditions:

20 ARTICLE II.

21 DEFINITIONS

22 As used in this Agreement and the related documents attached hereto as exhibits, the
23 following terms shall have the meanings set forth below:

24 A. "Actions" means the California Actions and Florida Actions.

25 B. "AT&T Handset" means a handheld wireless telephone device, designed to be
26 used primarily for voice transmission service and purchased for use with AT&T Mobility
27 service, and does not include: (i) the Apple iPhone; or (ii) any handset that AT&T Mobility
28

1 introduces or has introduced for sale pursuant to a contract with a handset manufacturer that
2 provides for an exclusivity period of ten (10) months or longer.

3 C. "AT&T Mobility" means AT&T Mobility LLC (f/k/a Cingular Wireless LLC)
4 and all of its predecessors and affiliates, including AT&T Wireless Services, Inc.

5 D. "California Actions" means the civil actions entitled *Meoli v. AT&T Wireless*
6 *PCS, LLC, et al.*, Superior Court of Alameda County, California, Case No. RG03086113; and
7 *Mendoza v. Cingular Wireless LLC, et al.*, Superior Court of Alameda County, California, Case
8 No. RG03114152, both of which are coordinated under Judicial Council Coordinated Proceeding
9 No. 4332. The California Actions do not include any claims arising from or relating to early
10 termination fees.

11 E. "Class Counsel" means Bramson, Plutzik, Mahler, & Birkhaeuser, LLP; Faruqi &
12 Faruqi, LLP; Gilman and Pastor LLP; Law Offices of Scott A. Bursor; Shepherd, Finkelman,
13 Miller & Shah, LLP; Reich Radcliffe LLP; and Weiss & Lurie.

14 F. "Class Representatives" means Leslie Armstrong, Jill Bonnington, Sridhar
15 Krishnan, Porsha Meoli, Ron Ng, Mike Freeland, Kistler & Kistler, Richard Yates, Riley Clark,
16 Steve Kozack, Astrid Mendoza, Jennifer Preuss, Betty Jennings, Joseph Panganiban, Dennis M.
17 Pickering Sr., and Lawrence Graber.

18 G. "Court" means the Superior Court of the State of California for the County of
19 Alameda.

20 H. "Defendants' Counsel" means Drinker Biddle & Reath LLP.

21 I. "Defendants" means the defendants in the Actions, AT&T Mobility LLC (f/k/a
22 Cingular Wireless LLC) and AT&T Wireless Services, Inc., and their respective predecessors in
23 interest, parents, direct and indirect subsidiaries and affiliates, both collectively and individually.

24 J. "Effective Date" means the first day by which all of the following events shall
25 have occurred: (a) the Court has entered the Preliminary Approval Order as set forth in Article
26 VII.A of this Agreement; (b) the Court has entered the Final Approval Order and Judgment as set
27 forth in Article VII.C of this Agreement; (c) the Final Approval Order and Judgment has become
28 Final as defined in Article II.P of this Agreement.

1 K. "Eligible Customers" means those current or former customers, including
2 businesses, with individual accounts whose accounts are in good standing and not in default, and
3 who have not received a Unlock Code for more than five (5) other AT&T Handsets within the
4 past twelve (12) months, and who are seeking to unlock an AT&T Handset.

5 L. "Fee and Expense Application" means that written motion or application by
6 which Class Counsel requests that the Court award them fees and/or expenses and grant
7 incentive awards to the Class Representatives.

8 M. "Fifth Amended Consolidated Handset Locking Complaint" means the Fifth
9 Amended Consolidated Handset Locking Complaint to be filed in the California Actions by
10 Class Counsel within seven (7) days of the Court's entry of the Preliminary Approval Order.

11 N. "Final Approval Hearing" means the hearing at which the Court shall: (a)
12 determine whether to grant final approval to this Settlement Agreement; and (b) consider any
13 timely objections to this Settlement and all responses to objections by the Parties.

14 O. "Final Approval Order and Judgment" means the order, substantially in the form
15 attached hereto as Exhibit B, in which the Court grants final approval of this Settlement
16 Agreement and authorizes the entry of a final judgment and dismissal of the California Actions.

17 P. "Final," with respect to the Final Approval Order and Judgment (as defined in
18 Article II.O of this Agreement), means that such order has been entered on the docket in the
19 California Actions, and (a) the time to appeal from such order has expired and no appeal has
20 been timely filed; (b) if such an appeal has been filed, it has finally been resolved and has
21 resulted in an affirmation of the Final Approval Order and Judgment; or (c) this Court following
22 the resolution of the appeal enters a further order or orders approving settlement on the terms set
23 forth herein, and either no further appeal is taken from such order(s) or any such appeal results in
24 affirmation of such order(s). Neither the Fee and Expense Application in this Court nor any
25 appeal pertaining solely to a decision on the Fee and Expense Application shall in any way delay
26 or preclude the Final Approval Order and Judgment from being Final.

27 Q. "Florida Actions" means the civil action entitled *Pickering v. Cingular Wireless,*
28 *LLC*, Circuit Court of Palm Beach County, 15th Judicial Circuit, Florida, Case No. 2004 CA

1 005060; and the civil action entitled *Graber v. AT&T Wireless PCS, LLC, et al.*, Circuit Court of
2 Palm Beach County, 15th Judicial Circuit, Florida, Case No. 2004 CA 004650.

3 R. "Fourth Amended Complaints" means the Fourth Amended Complaints filed in
4 the California Actions on or about November 19, 2008.

5 S. "Notice" means the Court-approved form of Notice of the Settlement Agreement
6 to the Settlement Class for publication on www.attlockinglawsuits.com, and in national
7 newspapers and/or periodicals, substantially in the form of Exhibit C hereto.

8 T. "Parties" means the Class Representatives and Defendants.

9 U. "Person" or "Persons" means any natural person, firm, corporation,
10 unincorporated association, partnership or other form of legal entity or government body,
11 including its agents and representatives.

12 V. "Preliminary Approval Order" means the order, substantially in the form of
13 Exhibit A hereto, in which the Court grants its preliminary approval to this Settlement
14 Agreement, and authorizes dissemination of Notice to the Settlement Class.

15 W. "Prepaid Plan" means any wireless service plan in which the subscriber pays for
16 wireless service in advance of his or her service usage.

17 X. "Prospective Relief" means the 24-month period in which the relief provided
18 herein to Settlement Class Members shall remain in effect and shall begin one-hundred and
19 twenty (120) days after entry by the Court of the Preliminary Approval Order or such other date
20 as the Parties may agree with the Court's approval.

21 Y. "Released Claims" means any and all actions, causes of action, claims, demands,
22 liabilities, obligations, fees, costs, sanctions, proceedings and/or rights of any nature and
23 description whatsoever, including, without limitation, violations of any state or federal statutes,
24 rules or regulations, including but not limited to 47 U.S.C. § 201, Ala. Code § 8-19-1 *et seq.*
25 (Alabama); Alaska Stat. § 45.50.471 *et seq.* (Alaska); Ariz. Rev. Stat. Ann. § 44-1521 *et seq.*
26 (Arizona); Ark. Code Ann. § 4-88-101 *et seq.* (Arkansas); Cal. Civ. Code § 1671, Cal. Bus. &
27 Prof. Code § 17200 *et seq.*, Cal. Bus. & Prof. Code § 17500 *et seq.*, Cal. Civ. Code § 1750 *et seq.*
28 (California); Colo. Rev. Stat. § 6-1-105 *et seq.* (Colorado); Conn. Gen. Stat. § 42-110a

1 (Connecticut); Del. Code Ann. Tit. 6, § 2511 *et seq.* (Delaware); D.C. Code Ann. § 28-3901 *et*
2 *seq.* (District of Columbia); Fla. Stat. Ann. § 501.201 *et seq.* (Florida); Ga. Code Ann. § 10-1-
3 390 *et seq.* (Georgia); Haw. Rev. Stat. § 481A-1 *et seq.* and Haw. Rev. Stat. § 480-1 *et seq.*
4 (Hawaii); Idaho Code § 48-601 *et seq.* (Idaho); Kan. Stat. Ann. § 50-623 *et seq.* (Kansas); Ky.
5 Rev. Stat. § 367.110 *et seq.* (Kentucky); La. Rev. Stat. Ann. § 51:1401 *et seq.* (Louisiana); Me.
6 Rev. Stat. Ann. Tit. 5, § 205-A *et seq.* (Maine); Md. Com. Law Code Ann. § 13-101 *et seq.*, Md.
7 Com. Law Code Ann., § 13-408 *et seq.* (Maryland); Mass Gen. L. ch. 93A (Massachusetts);
8 Mich. Stat. Ann. § 445.901 *et seq.* (Michigan); Minn. Stat. § 325F.68 *et seq.*, Minn. Stat. § 8.31
9 (Minnesota); Miss. Code Ann. § 75-24-3 *et seq.* (Mississippi); Mo. Rev. Stat. § 407.010 *et seq.*
10 (Missouri); Mont. Code Ann. § 30-14-101 *et seq.* (Montana); Neb. Rev. Stat. § 59-1601 *et seq.*
11 (Nebraska); Nev. Rev. Stat. § 41.600 and Nev. Rev. Stat. § 598.0903 *et seq.* (Nevada); N.H. Rev.
12 Stat. Ann. § 358-A:1 *et seq.* (New Hampshire); N.J. Rev. Stat. § 56:8-1 *et seq.*, N.J. Rev. Stat. §
13 56:12-1 *et seq.* (New Jersey); N.M. Stat. Ann. § 57-12-1 *et seq.* (New Mexico); N.Y. Gen. Bus.
14 Law. § 349 *et seq.* (New York); N.C. Gen. Stat. § 75-1 *et seq.* (North Carolina); N.D. Cent. Code
15 § 51-15-01 *et seq.* (North Dakota); Ohio Rev. Code Ann. § 1345.01 *et seq.* (Ohio); Okla. Stat.
16 Tit. 15, § 751 *et seq.* (Oklahoma); Ore. Rev. Stat. § 646.605 *et seq.* (Oregon); 73 Pa. Stat. § 201-
17 1 *et seq.* (Pennsylvania); Laws of P.R. Ann. Tit. 10, § 259 *et seq.* (Puerto Rico); R.I. Gen. Laws
18 § 6-13.1 *et seq.* (Rhode Island); S.C. Code Ann. 39-5-10 *et seq.* (South Carolina); S.D. Codified
19 Laws Ann. 37-24-1 *et seq.* (South Dakota); Tenn. Code Ann. § 47-18-101 *et seq.* (Tennessee);
20 Tex. Bus. & Comm. Code Ann. § 17.41 *et seq.* (Texas); Vt. Stat. Ann. Tit. 9, § 2451 *et seq.*
21 (Vermont); Va. Code Ann. § 59.1-196 *et seq.* (Virginia); Wash. Rev. Code § 19.86.010 *et seq.*
22 (Washington); W.Va. Code § 46A-6-101 *et seq.* (West Virginia); and Wyo. Stat. § 40-12-101 *et*
23 *seq.* (Wyoming), or principles of common law, whether liquidated or unliquidated, known or
24 unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in
25 any way relate to, in whole or in part, or arise out of, any of the allegations, claims, and/or
26 theories raised in or that could have been raised in the Fifth Amended Consolidated Handset
27 Locking Complaint. The term "Released Claims" also includes, but is not limited to, any and all
28 actions, causes of action, claims, demands, liabilities, obligations, fees, costs, sanctions,

1 proceedings and/or rights of any nature and description whatsoever that in any way relate to, or
2 arise out of, the alleged policies, practices, procedures, or disclosures of Defendants related to
3 the alleged locking of handsets or any alleged restriction by Defendants of use of a handset on
4 any network, including the use of a handset sold by any other carrier on Defendants' networks.
5 Notwithstanding the foregoing, the term "Released Claims" does not include any claims
6 unrelated to handset locking, any claims that arise from the purchase of an Apple iPhone, from
7 Defendants' imposition or collection of, or Defendants' policies or practices concerning, early
8 termination fees, or the claims asserted in the action entitled *Lorena Afroilan v. AT&T Wireless*,
9 Docket No. 00469, August Term 2002, pending in the Court of Common Pleas of Philadelphia
10 County, Pennsylvania.

11 Z. "Released Parties" means (a) Defendants; (b) Defendants' former and present
12 subsidiaries, parents, affiliates, successors, and predecessors, and their subsidiaries and affiliates;
13 and (c) for each of the foregoing Persons and entities, each of their present, former, or future
14 officers, directors, employees, agents, principals, attorneys, administrators, legatees, executors,
15 heirs, estates, successors in interest or assigns..

16 AA. "Releasing Parties" means Class Representatives and each Settlement Class
17 Member.

18 BB. "Request for Exclusion" means a request for exclusion from the Settlement Class,
19 submitted pursuant to the instructions set forth in the Notice, postmarked at least thirty (30)
20 calendar days prior to the date set for the Final Approval Hearing. To be valid, a Request for
21 Exclusion must (a) be submitted by the member of the Settlement Class, if the submitter is a
22 natural person, or by an authorized representative, if the submitter is an association or entity
23 other than a natural person; (b) be timely submitted to Defendants' Counsel; and (c) contain the
24 submitter's name, address and telephone number.

25 CC. "Settlement Agreement," "Settlement," or "Agreement" means this Stipulation
26 and Settlement Agreement, including the attached Exhibits.

27 DD. "Settlement Class" means the class certified for settlement purposes only,
28 consisting of all persons in the United States, including Puerto Rico and all United States

1 territories, who have or had an AT&T Wireless, Cingular Wireless, and/or AT&T Mobility
 2 individual account and who purchased, directly or from an indirect retailer, a wireless handset
 3 other than an Apple iPhone for use with AT&T Wireless, Cingular Wireless, and/or AT&T
 4 Mobility service from March 12, 1999 to the date on which Notice is issued pursuant to this
 5 Agreement. Any judicial officer to whom the Actions are assigned is excluded from the
 6 Settlement Class.

7 EE. "Settlement Class Member(s)" means any Person within the Settlement Class who
 8 does not submit a timely and valid Request for Exclusion.

9 FF. "Unlock Code" means a code that a customer must request and enter into his or
 10 her handset in order to "unlock" the handset for attempted use on another wireless carrier's
 11 network.

12 ARTICLE III.

13 SETTLEMENT CLASS RELIEF

14 In consideration of a full, complete, and final settlement of the Released Claims, and
 15 subject to the Court's approval, the Parties agree to the following:

16 A. Prospective Relief, in which Defendants agree as follows:

17 1. For any AT&T Handset sold by AT&T Mobility, AT&T Mobility shall
 18 provide the Unlock Code to Eligible Customers upon request (to the extent that AT&T Mobility
 19 has such code or can reasonably obtain it from the manufacturer), provided that (a) the Eligible
 20 Customer has completed a minimum of ninety (90) days of active service with AT&T Mobility;
 21 is in good standing with AT&T Mobility and is current in his or her payments at the time of the
 22 request; and (b) if applicable, any period of exclusivity associated with AT&T Mobility's sale of
 23 the handset has expired;

24 2. For any AT&T Handset sold with a Prepaid Plan, AT&T Mobility shall
 25 provide the Unlock Code to Eligible Customers upon request (to the extent that AT&T Mobility
 26 has such code or can reasonably obtain it from the manufacturer), provided that the Eligible
 27 Customer provides a detailed receipt or other proof of purchase of the AT&T Handset.

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1 3. AT&T Mobility shall make reasonable efforts to preserve and maintain all
2 Unlock Codes for AT&T Handsets for the duration of the Prospective Relief. AT&T Mobility
3 may require the customer to go on-line, visit a company retail store, send an electronic mail or
4 text message, dial a toll-free number, or make any other similarly reasonable effort to request
5 and/or obtain the Unlock Code. Under no circumstance shall this Settlement Agreement or the
6 prospective relief described herein be construed as obligating AT&T Mobility to provide Unlock
7 Codes for handsets that are not AT&T Handsets.

8 4. AT&T Mobility may take reasonable steps to prevent fraudulent activity
9 related to the unlocking of handsets.

10 5. AT&T Mobility shall notify AT&T Mobility customers and potential
11 customers of the changes to AT&T Mobility's unlocking policies by publishing the following
12 statement on the AT&T Mobility website (www.wireless.att.com):

13 If you bought a phone from AT&T Mobility, your phone may
14 have been programmed with a SIM lock which will prevent the
15 phone from operating with other compatible wireless telephone
16 carrier's services. If you wish to use the SIM-locked phone with
17 the service of another wireless telephone carrier, you must enter a
18 numeric Unlock Code to unlock the phone. AT&T Mobility will
19 provide the Unlock Code upon request to eligible current and
20 former customers, provided that (1) the customer has completed a
21 minimum of 90 days of active service with AT&T Mobility, is in
22 good standing with AT&T Mobility and is current in his or her
23 payments at the time of the request; (2) if applicable, any period
24 of exclusivity associated with AT&T Mobility's sale of the
25 handset has expired; and (3) AT&T Mobility has such code or can
26 reasonably obtain it from the manufacturer. For phones sold with
27 a Prepaid Plan, AT&T Mobility will provide the Unlock Code
28 upon request to eligible current and former customers who
provide a detailed receipt or other proof of purchase of the phone.
iPhone and certain other devices are not eligible to be unlocked.
For further details on eligibility requirements and for assistance
on obtaining the Unlock Code for your handset, please call [toll-
free number] or visit an AT&T Mobility company store.

AT&T Mobility may make changes to this disclosure, from time to time and with written notice
to class counsel, consistent with its obligations under this agreement.

6. AT&T Mobility shall update current guidance for AT&T Mobility
customer service representatives on the new unlocking policies. As part of this, AT&T Mobility

1 identification of such media shall be agreed to by Class Counsel and Defendants and approved
2 by the Court. The publication Notice shall be substantially in the same form as the exemplar
3 submitted as Exhibit C. The publication of the Notice will begin promptly after entry of the
4 Preliminary Approval Order on a date to be agreed upon by the Parties so as to provide the best
5 practical notice to the Settlement Class. The publication of the Notice shall be administered by
6 Defendants and Defendants' Counsel. Notice by publication is a material term of this agreement,
7 and failure to obtain approval of such notice from this Court or any appellate court reviewing the
8 Preliminary Approval Order shall give rise to the Parties' right to elect to cancel and terminate
9 the agreement as set forth in Article VII.D herein.

10 B. Proof of Notice. Defendants shall attest to the measures undertaken to provide the
11 Notice to Class Members, no later than 30 days after the publication of the Notice is completed.

12 C. Costs of Notice and Administration. Defendants shall pay all reasonable costs
13 associated with Notice and administration of the settlement.

14 D. Best Notice Practicable. As set forth in the Preliminary Approval Order,
15 compliance with the procedures described in this Article is the best notice practicable in the
16 circumstances and shall constitute due and sufficient notice to the Settlement Class of the
17 pendency of the Actions, certification of the Settlement Class, the terms of the Settlement
18 Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the California
19 Rules of Court, the California Code of Civil Procedure, the Constitution of the State of
20 California, the United States Constitution, and any other applicable law.

21 E. Inquiries From Settlement Class Members. It shall be the responsibility of Class
22 Counsel to respond to all inquiries from Settlement Class Members with respect to this
23 Settlement.

24 F. Report On Requests For Exclusion. It is the responsibility of Defendants'
25 Counsel to determine which individuals have filed a valid and timely Request for Exclusion. At
26 least twenty-one (21) days before the date of the Final Approval Hearing, Defendants' Counsel
27 shall prepare and deliver to Class Counsel, who shall file it with the Court, a report stating the
28

1 total number of Persons who have submitted a timely and valid Request for Exclusion from the
2 Settlement Class, and the names of such Persons.

3 ARTICLE V.

4 PAYMENT OF ADMINISTRATIVE EXPENSES, ATTORNEYS' FEES AND EXPENSES,
5 AND CLASS REPRESENTATIVE INCENTIVE AWARDS

6 The administrative expenses of this Settlement, the attorneys' fees and costs of Class
7 Counsel, and Class Representatives' incentive awards shall be paid as follows:

8 A. Costs Of Notice. Defendants shall bear all reasonable costs of providing notice of
9 the proposed Settlement to the Settlement Class as provided herein. Defendants shall not seek to
10 recover the costs of providing notice in the event, for any reason, the Effective Date does not
11 occur.

12 B. Costs Of Administering Settlement. Defendants shall bear all reasonable costs of
13 administering this Settlement. Defendants shall not seek to recover the costs in the event, for any
14 reason, the Effective Date does not occur.

15 C. Attorneys' Fees And Expenses. The Class Representatives will make a Fee and
16 Expense Application to be heard at the Final Approval Hearing. Class Counsel shall apply to the
17 Court for an award of attorneys' fees and reimbursement of expenses in an amount not to exceed
18 \$5,700,000.00, all-inclusive. Defendants will not oppose or undermine the application or solicit
19 others to do so. AT&T Mobility shall pay the amount so approved by the Court; provided,
20 however, that in no event will Defendants be obligated to pay Class Counsel or anyone else any
21 attorneys' fees, expenses, and/or costs in excess of the above stated \$5,700,000.00. Attorneys'
22 fees and expenses consistent with this paragraph that are approved by the Court shall be paid by
23 AT&T Mobility within ten (10) business days after the date that the Court has entered the Final
24 Approval Order and Judgment. Notwithstanding the foregoing, if for any reason the Court fails
25 to grant final approval to this Settlement Agreement; the Final Approval Order is reversed or
26 rendered void as a result of an appeal; or this Settlement Agreement is voided, rescinded, or
27 terminated for any other reason, then Class Counsel shall return to AT&T Mobility all fees, costs
28 and other payments received by Class Counsel under this Agreement. In such event, the

1 following Persons shall be severally liable for such payments to the extent received by them: (a)
2 Bramson, Plutzik, Mahler, & Birkhaeuser, LLP; (b) Faruqi & Faruqi, LLP; (c) Gilman and
3 Pastor LLP; (d) Law Offices of Scott A. Bursor; (e) Shepherd Finkelman Miller & Shah, LLP;
4 (f) Reich Radcliffe LLP; (g) Weiss & Lurie; (h) Consumer Watchdog; (i) Abernethy & Green,
5 P.L.C.; and (j) any attorneys of such firms in their individual capacity who receive a share of
6 such payments. To effectuate this provision, each individual attorney or firm who receives a
7 share of payments under this provision shall execute a guarantee of repayment in the form
8 attached hereto as Exhibit D.

9 D. Class Representative Incentive Awards. Class Representatives will make an
10 application for incentive awards in an amount not to exceed \$3,000 per Class Representative.
11 Defendants will not oppose or undermine the application or solicit others to do so. In no event
12 will Defendants be obligated to pay any Class Representative Incentive Award in excess of the
13 above stated \$3,000 per Class Representative. Class Representative Incentive Awards consistent
14 with this paragraph that are granted by the Court shall be paid by AT&T Mobility within ten (10)
15 business days after the latest of (i) the Effective Date, (ii) expiration of the time to appeal an
16 order or judgment regarding the Class Representative Incentive Awards, if no such appeal has
17 been timely filed, and (iii) if such an appeal has been timely filed, final resolution of such appeal
18 by the highest court to which the order or judgment was appealed.

19 E. Effect On Settlement. The Parties agree that the rulings of the Court regarding
20 the amount of attorneys' fees or costs, class representative incentive awards, and any claim or
21 dispute relating thereto, will be considered by the Court separately from the remaining matters to
22 be considered at the Final Approval Hearing as provided for in this Settlement Agreement. Any
23 order or proceedings relating to the amount of attorneys' fees, including any appeals from or
24 modifications or reversals of any order related thereto, shall not operate to modify, reverse,
25 terminate, or cancel the Settlement Agreement, affect the Releases provided for in the Settlement
26 Agreement, or affect whether the Final Approval Order and Judgment are Final, as defined in
27 Article II.P of this Agreement.

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ARTICLE VI.

RELEASES

In order to effectuate the Parties' desire to fully, finally and forever settle, compromise, and discharge all Released Claims by way of compromise rather than by way of further litigation, the Releasing Parties and the Released Parties enter into the following releases:

A. On the Effective Date, Class Representatives and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights and remedies provided hereunder. No other action, demand, suit or other claim may be pursued against the Released Parties with respect to the Released Claims by the Releasing Parties. To avoid ambiguity, the Class Representatives expressly agree that, as of the Effective Date, they will not assert any claim in any litigation against Defendants that previously was raised in any pleading filed in the Actions.

B. On the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Agreement shall have, fully, finally and forever released, relinquished and discharged the Released Parties from any and all of the Released Claims that the Releasing Parties now have, own or hold, or claim to now have, own, or hold against the Released Parties, or that the Releasing Parties at any time heretofore have had, owned, or held, or claimed to have had, owned or held against the Released Parties, or that the Releasing Parties may or could have, own or hold against the Released Parties.

C. On the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the Released Claims, expressly waived the benefits of any statutory provisions or common law rule that provides, in sum or substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, the Releasing Parties waive the provisions of Cal. Civ. Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. Section 1542 provides:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

D. In entering into this Settlement Agreement, the Releasing Parties and the Released Parties each assume the risk of any mistake of fact or law. If they, or any of them, should later discover that any fact which they relied upon in entering this Settlement Agreement is not true, or that their understanding of the facts or law was incorrect, they shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

E. This Settlement Agreement may be pled as a full and complete defense to any Released Claims that may be instituted, filed, prosecuted, or attempted. The Releasing Parties covenant that they will not institute or prosecute, against the Released Parties, or any of them, any action, suit or other proceeding based in whole or in part upon any of the Released Claims.

F. The Parties, and each of them, covenant and agree that this Settlement Agreement may be used as a basis for a temporary restraining order, preliminary injunction and permanent injunction against any breach of this Agreement. The Parties judicially admit hereby for all purposes that time is of the essence as to all terms and conditions of the Settlement Agreement and that damages for a breach of this Settlement Agreement would be inadequate.

ARTICLE VII.

COURT APPROVAL OF THE SETTLEMENT

The Parties shall use their respective best efforts to obtain Court approval of this Settlement Agreement. The process for obtaining Court approval of this Settlement Agreement shall be as follows:

A. Preliminary Approval. As soon as practicable after the execution of this Settlement Agreement, Class Counsel and Defendants' Counsel shall jointly apply for entry of the Preliminary Approval Order in the form of Exhibit A hereto. The Preliminary Approval Order shall include provisions: (1) authorizing the filing of the Fifth Amended Consolidated Complaint and preliminarily certifying the Settlement Class for settlement purposes only; (2) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable

1 and adequate to allow Notice to be disseminated to the Settlement Class; (3) approving the form
2 of the Notice; (4) setting a schedule for proceedings with respect to final approval of this
3 Settlement; and (5) providing that, pending entry of a Final Approval Order and Judgment,
4 neither the Class Representatives nor any Settlement Class Member (either directly, in a
5 representative capacity, or in any other capacity) shall commence or continue any action against
6 Defendants or other Released Parties asserting any of the Released Claims and that all
7 proceedings in the California Action are stayed, other than such proceedings as are related to this
8 Settlement. This Settlement shall not require the stay of any early termination fee claims.

9 B. Objections To Settlement. Any Settlement Class Member wishing to object to or
10 oppose the approval of this Settlement, the Fee and Expense Application, and/or the Class
11 Representative Incentive Awards shall inform the Court and the Parties in writing of his or her
12 intent to so object or oppose, and the bases therefore, by following the procedure set forth in the
13 Notice at least thirty (30) days, or such number of days as the Court shall specify, before the date
14 of the Final Approval Hearing. Any Settlement Class Member who fails to file such a written
15 statement of his or her intention to object or oppose, and the bases therefore, or fails to provide
16 the supporting information therefor specified in the Notice, shall be foreclosed from making such
17 objection or opposition, except as permitted by the Court. The Class Representatives will file
18 with the Court their motion in support of final settlement approval and in response to any
19 objections, Fee and Expense Application, and supporting papers, at least seven (7) days before
20 the date of the Final Approval Hearing.

21 C. Final Approval Hearing. Class Counsel and Defendants' Counsel shall jointly
22 request that the Court, on the date set forth in the Preliminary Approval Order, which shall be
23 approximately sixty (60) days after the publication of Notice, conduct a Final Approval Hearing
24 in order to: (1) determine whether to grant final approval to this Settlement Agreement; (2)
25 consider any timely objections to this Settlement and the Parties' responses to such objections;
26 (3) rule on the Fee and Expense Application, and (4) rule on the application for Class
27 Representative Incentive Awards. At the Final Approval Hearing, the Parties shall ask the Court
28 to give final approval to this Settlement Agreement. If the Court grants final approval to this

1 Settlement Agreement, then the Parties shall jointly ask the Court to enter a Final Approval
 2 Order and Judgment, substantially in the form of Exhibit B hereto, which approves this
 3 Settlement, authorizes entry of a final judgment, dismisses the California Action with prejudice,
 4 and dismisses the Released Claims with prejudice. This Settlement shall not require the
 5 dismissal of any early termination fee claims.

6 D. Disapproval, Cancellation, Termination, Or Nullification Of Settlement. Except
 7 as otherwise provided herein, if either (i) the Court, by a final ruling not subject to
 8 reconsideration, appellate review, or other further proceedings seeking judicial approval of this
 9 Settlement Agreement, denies preliminary approval or final approval to this Settlement
 10 Agreement, or (ii) the Final Approval Order and Judgment does not become Final as defined in
 11 Article II.P, then each Party shall have the right to terminate this Settlement Agreement. If a
 12 Party elects to terminate this Agreement under this paragraph, that Party must provide written
 13 notice ("Termination Notice") to the other Parties' counsel within thirty (30) days of the
 14 occurrence of the condition permitting termination. Termination Notice shall be provided by
 15 hand delivery or first-class mail to the Parties' counsel as identified in Articles II.E and H.

16 If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement
 17 Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations
 18 and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights
 19 of the Parties, and (iii) all Parties shall be deemed to have reverted to their respective status in
 20 the Actions as of the date and time immediately preceding the execution of this Settlement
 21 Agreement and, except as otherwise expressly provided, the Parties shall stand in the same
 22 position and shall proceed in all respects as if this Settlement Agreement and any related orders
 23 had never been executed, entered into, or filed, except that the Parties shall not seek to recover
 24 from one another any fees, costs or expenses incurred in connection with this Settlement.

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ARTICLE VIII.

DISMISSAL OF LOCKING CLAIMS IN FLORIDA ACTION

A. Within ten (10) court days after the filing of the Fifth Amended Consolidated Handset Locking Complaint in the California Action, Class Counsel shall take all necessary steps to stay the handset locking claims in the Florida Actions.

B. Within ten (10) court days after the Effective Date, Class Counsel shall take all necessary steps to dismiss or withdraw the handset locking claims of the Florida Actions with prejudice.

ARTICLE IX.

LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

The Parties' use of the settlement agreement shall be limited as follows:

A. No Admission. Neither the acceptance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings is or shall be construed as or deemed to be legal evidence of an admission by Defendants or the other Released Parties with respect to the merits of the claims alleged in the Actions, the validity of any claims that could have been asserted by any of the Settlement Class Members in the Actions, or the liability of Defendants or any of the other Released Parties in the Actions. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Actions.

B. No Evidentiary Use. This Agreement shall not be used, offered or received into evidence in the Actions for any purpose other than to enforce, construe or finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement. Neither this Agreement nor any of its terms shall be offered or received into evidence in any other action or proceeding.

ARTICLE X.

MISCELLANEOUS PROVISIONS

A. Filing of Fifth Amended Consolidated Complaint. Within seven (7) days of the Court's entry of the Preliminary Approval Order, the named plaintiffs in the California Actions shall file the Fifth Amended Consolidated Complaint, which shall amend the definition of the

1 class to be certified as follows: "All persons in the United States who have or had an AT&T
2 Wireless, Cingular Wireless, and/or AT&T Mobility individual account and who purchased,
3 directly or from an indirect retailer, a wireless handset other than an Apple iPhone for use with
4 AT&T Wireless, Cingular Wireless, and/or AT&T Mobility service from March 12, 1999 to the
5 date on which Notice is issued pursuant to the Settlement Agreement. Any judicial officer to
6 whom the Actions are assigned is excluded from the Settlement Class." The Fifth Amended
7 Consolidated Handset Locking Complaint shall only assert handset locking claims with no new
8 claims to be added. Defendant shall stipulate to this filing, solely for purposes of this Settlement
9 and without prejudice to their rights absent this Settlement. The Fourth Amended Complaints
10 shall not be amended in any other respect. Should this Settlement not be finalized for any
11 reason, including without limitation those specified in Articles VII.D hereof, the Parties shall
12 stipulate to an order striking the Fifth Amended Consolidated Handset Locking Complaint, and
13 the Fourth Amended Complaints shall be the operative pleading in the California Actions.

14 B. No Assignment. Each Party represents, covenants and warrants that he, she or it
15 has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer,
16 or encumber to any person or entity any portion of any liability, claim, demand, cause of action
17 or rights that he or she herein releases.

18 C. Binding On Assigns. This Agreement shall be binding upon and inure to the
19 benefit of the Parties and their respective heirs, trustees, executors, successors and assigns.

20 D. Captions And Interpretations. Paragraph titles or captions contained herein are
21 inserted as a matter of convenience and for reference, and in no way define, limit, extend or
22 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
23 contractual and not merely a recital.

24 E. Class Member Signatures. It is agreed that, because the Settlement Class
25 Members are so numerous, it is impossible or impractical to have each Settlement Class Member
26 execute this Agreement. The Notice will advise all Settlement Class Members of the binding
27 nature of the Releases in the event the Settlement is approved and the Effective Date occurs.

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1 F. Construction. The Parties agree that the terms and conditions of this Settlement
 2 Agreement are the result of lengthy, intensive arms'-length negotiations between the Parties and
 3 that this Agreement shall not be construed in favor or against any Party by reason of the extent to
 4 which any Party, or his, her or its counsel, participated in the drafting of this Agreement.

5 G. Counterparts. This Agreement, and any amendments hereto, may be executed in
 6 any number of counterparts, and any Party may execute any such counterpart, each of which
 7 when executed and delivered shall be deemed to be an original and all of which counterparts
 8 taken together shall constitute but one and the same instrument.

9 H. Governing Law. Construction and interpretation of the Agreement shall be
 10 determined in accordance with the laws of the State of California, irrespective of the State of
 11 California's choice of law principles.

12 I. Integration Clause. This Agreement, including the Exhibits referred to herein,
 13 which form an integral part hereof, contains the entire understanding of the Parties in respect of
 14 the subject matter contained herein. There are no promises, representations, warranties,
 15 covenants or undertakings governing the subject matter of this Agreement other than those
 16 expressly set forth in this Agreement. This Agreement supersedes all prior agreements and
 17 understandings among the Parties with respect to the settlement of the Actions. This Agreement
 18 may not be changed, altered or modified, except in a writing signed by the Parties and approved
 19 by the Court. This Agreement may not be discharged except by performance in accordance
 20 with its terms or by a writing signed by the Parties.

21 J. Jurisdiction. The Court shall retain jurisdiction, after entry of the Final Approval
 22 Order, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement
 23 Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement
 24 of this Settlement and any dispute with respect thereto.

25 K. No Collateral Attack. This Agreement shall not be subject to collateral attack by
 26 any Settlement Class Member at any time on or after the Effective Date. Such prohibited
 27 collateral attacks shall include claims that a Settlement Class Member's claim was improperly
 28

1 denied, that the payment to a Settlement Class Member was improperly calculated, and/or that a
2 Settlement Class Member failed to receive timely notice of the Settlement Agreement.

3 L. Parties' Authority. The signatories hereto hereby represent that they are fully
4 authorized to enter into this Agreement and bind the Parties to the terms and conditions hereof.

5 M. Receipt Of Advice Of Counsel. The Parties acknowledge, agree, and specifically
6 warrant to each other that they have read this Settlement Agreement, have received legal advice
7 with respect to the advisability of entering into this Settlement, and fully understand its legal
8 effect.

9 N. Waiver Of Compliance. Any failure of any Party to comply with any obligation,
10 covenant, agreement or condition herein may be expressly waived in writing, to the extent
11 permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation,
12 covenant, agreement or condition. A waiver or failure to insist upon strict compliance with any
13 representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or
14 estoppel with respect to, any subsequent or other failure.

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1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
2 AGREEMENT ON THE DATES SET FORTH BELOW:

3 DATED: February 17, 2010

Leslie Bernardi

LESLIE ARMSTRONG

5 DATED: February __, 2010

RILEY CLARK

7 DATED: February __, 2010

BETTY JENNINGS

10 DATED: February __, 2010

STEVE KOZACK

12 DATED: February __, 2010

SRIDHAR KRISHNAN

14 DATED: February __, 2010

PORSHA MEOLI

16 DATED: February __, 2010

JOSEPH PANGANIBAN

19 DATED: February __, 2010

JENNIFER PREUSS

21 DATED: February __, 2010

JILL BONNINGTON

23 DATED: February __, 2010

MIKE FREELAND

25 DATED: February __, 2010

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By: MOSES CHOI

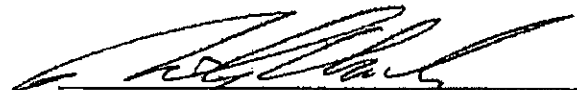
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1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
2 AGREEMENT ON THE DATES SET FORTH BELOW:

3 DATED: February __, 2010

LESLIE ARMSTRONG

5 DATED: February 22, 2010


RILEY CLARK

7 DATED: February __, 2010

BETTY JENNINGS

10 DATED: February __, 2010

STEVE KOZACK

12 DATED: February __, 2010

SRIDHAR KRISHNAN

14 DATED: February __, 2010

PORSHA MEOLI

16 DATED: February __, 2010

JOSEPH PANGANIBAN

19 DATED: February __, 2010

JENNIFER PREUSS

21 DATED: February __, 2010

JILL BONNINGTON

23 DATED: February __, 2010

MIKE FREELAND

25 DATED: February __, 2010

KISTLER & KISTLER
By: MOSES CHOI

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1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
2 AGREEMENT ON THE DATES SET FORTH BELOW:

3 DATED: February __, 2010

LESLIE ARMSTRONG

5 DATED: February __, 2010

RILEY CLARK

7 DATED: February 23, 2010

Betty Jennings
BETTY JENNINGS

10 DATED: February __, 2010

STEVE KOZACK

12 DATED: February __, 2010

SRIDHAR KRISHNAN

14 DATED: February __, 2010

PORSHA MEOLI

16 DATED: February __, 2010

JOSEPH PANGANIBAN

19 DATED: February __, 2010

JENNIFER PREUSS

21 DATED: February __, 2010

JILL BONNINGTON

23 DATED: February __, 2010

MIKE FREELAND

25 DATED: February __, 2010

KISTLER & KISTLER
By: MOSES CHOI

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2 AGREEMENT ON THE DATES SET FORTH BELOW:

3 DATED: February __, 2010

LESLIE ARMSTRONG

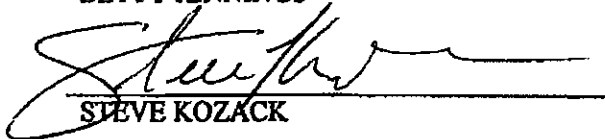
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RILEY CLARK

7 DATED: February __, 2010

BETTY JENNINGS

9 DATED: February 19, 2010



STEVE KOZACK

12 DATED: February __, 2010

SRIDHAR KRISHNAN

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PORSHA MEOLI

16 DATED: February __, 2010

JOSEPH PANGANIBAN

18 DATED: February __, 2010

JENNIFER PREUSS

21 DATED: February __, 2010

JILL BONNINGTON

23 DATED: February __, 2010

MIKE FREELAND

25 DATED: February __, 2010

KISTLER & KISTLER
By: MOSES CHOI

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1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
2 AGREEMENT ON THE DATES SET FORTH BELOW:

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LESLIE ARMSTRONG

5 DATED: February __, 2010

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RILEY CLARK

7 DATED: February __, 2010

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BETTY JENNINGS

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STEVE KOZACK

11 DATED: February 17, 2010

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SRIDHAR KRISHNAN

13 DATED: February __, 2010

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PORSHA MBOLI

15 DATED: February __, 2010

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JOSEPH PANGANIBAN

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JENNIFER PREUSS

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JILL BONNINGTON

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MIKE FREELAND

23 DATED: February __, 2010

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KISTLER & KISTLER
By: MOSES CHOI

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
AGREEMENT ON THE DATES SET FORTH BELOW:

DATED: February __, 2010

LESLIE ARMSTRONG

DATED: February __, 2010

RILEY CLARK

DATED: February __, 2010

BETTY JENNINGS

DATED: February __, 2010

STEVE KOZACK

DATED: February __, 2010

SRIDHAR KRISHNAN

DATED: February 16, 2010



PORSHA MEOLI

DATED: February __, 2010

JOSEPH PANGANIBAN

DATED: February __, 2010

JENNIFER PREUSS

DATED: February __, 2010

JILL BONNINGTON

DATED: February __, 2010

MIKE FREELAND

DATED: February __, 2010

KISTLER & KISTLER
By: MOSES CHOI

1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
2 AGREEMENT ON THE DATES SET FORTH BELOW:

3 DATED: February __, 2010
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5 LESLIE ARMSTRONG

6 DATED: February __, 2010
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8 RILEY CLARK

9 DATED: February __, 2010
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11 BETTY JENNINGS

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14 STEVE KOZACK

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17 SRIDHAR KRISHNAN

18 DATED: February __, 2010
19 _____
20 PORSHA MEOLI

21 DATED: February 19, 2010
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23 JOSEPH MANGANIBAN

24 DATED: February __, 2010
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26 JENNIFER PREUSS

27 DATED: February __, 2010
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JILL BONNINGTON

MIKE FREELAND

KISTLER & KISTLER
By: MOSES CHOI

1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
 2 AGREEMENT ON THE DATES SET FORTH BELOW:

3 DATED: February __, 2010

LESLIE ARMSTRONG

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RILEY CLARK

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BETTY JENNINGS

10 DATED: February __, 2010

STEVE KOZACK

12 DATED: February __, 2010

SRIDHAR KRISHNAN

14 DATED: February __, 2010

PORSHA MEOLI

16 DATED: February __, 2010

JOSEPH PANGANIBAN

19 DATED: February 17, 2010

Jennifer Freuss
 JENNIFER FREUSS

21 DATED: February __, 2010

JILL BONNINGTON

23 DATED: February __, 2010

MIKE FREELAND

25 DATED: February __, 2010

KISTLER & KISTLER
 By: MOSES CHOI

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1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT

2 AGREEMENT ON THE DATES SET FORTH BELOW:

3 DATED: February __, 2010

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LESLIE ARMSTRONG

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RILEY CLARK

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BETTY JENNINGS

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STEVE KOZACK

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SRIDHAR KRISHNAN

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PORSHA MEOLI

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JOSEPH PANGANIBAN

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JENNIFER PREUSS

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JILL BONNINGTON

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DATED: February __, 2010

LESLIE ARMSTRONG

DATED: February __, 2010

RILEY CLARK

DATED: February __, 2010

BETTY JENNINGS

DATED: February __, 2010

STEVE KOZACK

DATED: February __, 2010

SRIDHAR KRISHNAN

DATED: February __, 2010

PORSHA MBOLI

DATED: February __, 2010

JOSEPH PANGANIBAN

DATED: February __, 2010

JENNIFER PREUSS

DATED: February __, 2010

JILL BONNINGTON

DATED: February 20, 2010



MIKE EBBLAND

DATED: February __, 2010

KISTLER & KISTLER
By: MOSES CHOI

1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
2 AGREEMENT ON THE DATES SET FORTH BELOW:

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LESLIE ARMSTRONG

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RILEY CLARK

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BETTY JENNINGS

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STEVE KOZACK

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SRIDHAR KRISHNAN

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PORSHA MEOLI

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JOSEPH PANGANIBAN

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JENNIFER PREUSS

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JILL BONNINGTON

21 DATED: February __, 2010

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MIKE FREELAND

23 DATED: February 19, 2010

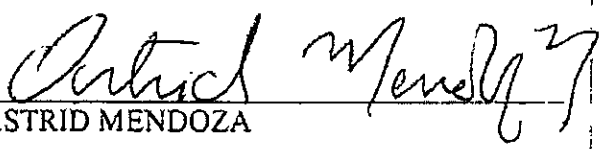
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KISTLER & KISTLER
By: MOSES CHOI

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DATED: February 18, 2010



ASTRID MENDOZA

DATED: February __, 2010

RON NG

DATED: February __, 2010

RICHARD YATES

DATED: February __, 2010

DENNIS M. PICKERING, SR.

DATED: February __, 2010

LAWRENCE GRABER

DATED: February __, 2010

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____
ALAN R. PLUTZIK

DATED: February __, 2010

LAW OFFICES OF SCOTT A BURSOR

By: _____
SCOTT A. BURSOR

DATED: February __, 2010

AT&T MOBILITY LLC (FOR ITSELF AND
FOR AT&T WIRELESS SERVICES, INC.)

By: _____
NEAL S. BERINHOUT
Title: Associate General Counsel - Litigation

DATED: February __, 2010

DRINKER BIDDLE & REATH LLP

By: _____
SEAMUS C. DUFFY

1 DATED: February __, 2010
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 3 DATED: February 19, 2010
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ASTRID MENDOZA

RON NG

RICHARD YATES

DENNIS M. PICKERING, SR.

LAWRENCE GRABER

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____
ALAN R. PLUTZIK

LAW OFFICES OF SCOTT A BURSOR

By: _____
SCOTT A. BURSOR

AT&T MOBILITY LLC (FOR ITSELF AND
FOR AT&T WIRELESS SERVICES, INC.)

By: _____
NEAL S. BERINHOUT
Title: Associate General Counsel - Litigation

DRINKER BIDDLE & REATH LLP

By: _____
SEAMUS C. DUFFY

1 DATED: February __, 2010

ASTRID MENDOZA

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RON NG

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RICHARD YATES

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DENNIS M. PICKERING, SR.

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LAWRENCE GRABER

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BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____
ALAN R. PLUTZIK

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LAW OFFICES OF SCOTT A BURSOR

By: _____
SCOTT A. BURSOR

19 DATED: February __, 2010

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By: _____
NEAL S. BERINHOUT
Title: Associate General Counsel – Litigation

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DRINKER BIDDLE & REATH LLP

By: _____
SEAMUS C. DUFFY

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Dennis M. Pickering, Sr.
DENNIS M. PICKERING, SR.

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LAWRENCE GRABER

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BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____
ALAN R. PLUTZIK

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LAW OFFICES OF SCOTT A BURSOR

By: _____
SCOTT A. BURSOR

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By: _____
NEAL S. BERINHOUT
Title: Associate General Counsel - Litigation

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DRINKER BIDDLE & REATH LLP

By: _____
SEAMUS C. DUFFY

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ASTRID MENDOZA

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LAWRENCE GRABER

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Title: Associate General Counsel - Litigation

DRINKER BIDDLE & REATH LLP

By: _____
SEAMUS C. DUFFY

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ASTRID MENDOZA


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RICHARD YATES

DENNIS M. PICKERING, SR.

LAWRENCE GRABER

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: 
ALAN R. PLUTZIK

LAW OFFICES OF SCOTT A BURSOR

By: 
SCOTT A. BURSOR

AT&T MOBILITY LLC (FOR ITSELF AND
FOR AT&T WIRELESS SERVICES, INC.)

By: _____
NEAL S. BERINHOUT
Title: Associate General Counsel – Litigation

DRINKER BIDDLE & REATH LLP

By: _____
SEAMUS C. DUFFY

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ASTRID MENDOZA

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RON NG

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RICHARD YATES

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DENNIS M. PICKERING, SR.

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LAWRENCE GRABER

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BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____
ALAN R. PLUTZIK

16 DATED: February __, 2010

LAW OFFICES OF SCOTT A BURSOR

By: _____
SCOTT A. BURSOR

19 DATED: February 16, 2010

AT&T MOBILITY LLC (FOR ITSELF AND
FOR AT&T WIRELESS SERVICES, INC.)

By: Neal S. Berinhout
NEAL S. BERINHOUT
Title: Associate General Counsel - Litigation

23 DATED: February __, 2010

DRINKER BIDDLE & REATH LLP

By: _____
SEAMUS C. DUFFY

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ASTRID MENDOZA

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RON NG

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RICHARD YATES

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DENNIS M. PICKERING, SR.

9 DATED: February __, 2010

LAWRENCE GRABER

11 DATED: February __, 2010

BRAMSON, PLUTZIK, MAHLER &
BIRKHAUSER, LLP

By: _____
ALAN R. PLUTZIK

13 DATED: February __, 2010

LAW OFFICES OF SCOTT A BURSOR

By: _____
SCOTT A. BURSOR

15 DATED: February 16, 2010

AT&T MOBILITY LLC (FOR ITSELF AND
FOR AT&T WIRELESS SERVICES, INC.)

By: Neal S. Berinhout
NEAL S. BERINHOUT
Title: Associate General Counsel - Litigation

17 DATED: February 16, 2010

DRINKER BIDDLE & REATH LLP

By: Seamus A. Duffy
SEAMUS A. DUFFY

EXHIBIT A

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

Coordination Proceeding
Special Title (Rule 1550(b))

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4332

In Re:

Assigned to: Judge Winifred Smith

**CELLPHONE TERMINATION FEE
CASES**

**[PROPOSED] ORDER RE:
PRELIMINARY APPROVAL OF
PROPOSED SETTLEMENT**

This document relates to:

Meoli v. AT&T Wireless PCS, LLC, et al.
(Handset Locking and Related Claims against
AT&T Wireless PCS, LLC, et al.); and

Mendoza v. Cingular Wireless LLC, et al.
(Handset Locking and Related Claims against
Cingular Wireless LLC, et al.).

1 WHEREAS, Plaintiffs Leslie Armstrong, Riley Clark, Betty Jennings, Steve Kozack,
2 Sridhar Krishnan, Porsha Meoli, Joseph Panganiban, Jennifer Preuss, Jill Bonnington, Mike
3 Freeland, Kistler & Kistler, Astrid Mendoza, Ron Ng and Richard Yates in the above-captioned
4 actions, plaintiff Dennis M. Pickering Sr. in the action entitled *Pickering v. Cingular Wireless LLC*
5 *et al.* in the Circuit Court of Palm Beach County, 15th Judicial Circuit, Florida, Case No. 2004 CA
6 005060 and plaintiff Lawrence Graber in the action entitled *Graber v. AT&T Wireless PCS, LLC, et*
7 *al.*, Circuit Court of Palm Beach County, 15th Judicial Circuit, Florida, Case No. 2004 CA 004650
8 (collectively "Plaintiffs") and Defendants AT&T Mobility LLC (f/k/a Cingular Wireless LLC) and
9 AT&T Wireless Services, Inc. (collectively, "AT&T Mobility" or "Defendants") have reached a
10 proposed settlement and compromise of the disputes between them in these Actions, which is
11 embodied in the Settlement Agreement filed with the Court;

12 WHEREAS, the parties have applied to the Court for preliminary approval of the proposed
13 Settlement of the Actions, the terms and conditions of which are set forth in the Settlement
14 Agreement;

15 AND NOW, the Court, having read and considered the Settlement Agreement and
16 accompanying documents and the Motion for Preliminary Settlement Approval and Supporting
17 Papers, and the parties to the Settlement Agreement having consented to the entry of this order, and
18 all capitalized terms used herein having the meaning defined in the Settlement Agreement, IT IS
19 HEREBY ORDERED AS FOLLOWS:

20 1. Subject to further consideration by the Court at the time of the Final Approval
21 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the
22 Settlement Class, as falling within the range of possible final approval, and as meriting submission
23 to the Settlement Class for its consideration.

24 2. For purposes of the Settlement only, the Court certifies the Settlement Class, which
25 consists of all persons in the United States, including Puerto Rico and all United States territories,
26 who have or had an AT&T Wireless, Cingular Wireless, and/or AT&T Mobility individual account
27 and who purchased, directly or from an indirect retailer, a wireless handset other than an Apple
28 iPhone for use with AT&T Wireless, Cingular Wireless, and/or AT&T Mobility service from

1 to the date on which Notice is issued pursuant to the Settlement Agreement. Any judicial officer to
2 whom the Actions are assigned is excluded from the Settlement Class.

3 3. The Court preliminarily finds, solely for purposes of considering this Settlement,
4 that the requirements of Cal. Code Civ. Proc. § 382 appear to be satisfied, including requirements
5 for the existence of an ascertainable class, a community of interest, and manageability of a
6 settlement class, that common issues of law and fact predominate, and that a settlement class is
7 superior to alternative means of resolving the claims and disputes at issue in these Actions.

8 4. The Court appoints Bramson, Plutzik, Mahler, & Birkhaeuser, LLP, Faruqi &
9 Faruqi, LLP, Gilman and Pastor LLP, Law Offices of Scott A. Bursor, Shepherd Finkelman Miller
10 & Shah, LLP, Reich Radcliffe LLP, Abernethy & Green, P.L.C., Consumer Watchdog and Weiss
11 & Lurie as Class Counsel for purposes of this settlement. The Court preliminarily finds that the
12 Class Representatives and Class Counsel fairly and adequately represent and protect the interests of
13 the absent Settlement Class Members in accordance with Cal. Code Civ. Proc. § 382.

14 5. A Final Approval Hearing shall be held before this Court at _____ a.m. on
15 _____, 2010 in Department 23 of the Alameda County Superior Court, to address: (a)
16 whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b)
17 whether the Final Approval Order and Judgment should be entered; (c) whether Class Counsel's
18 application for attorneys' fees, expenses and incentive awards should be approved; and (d) any
19 other matters that the Court deems appropriate.

20 6. With the exception of such proceedings as are necessary to implement, effectuate
21 and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in
22 these Actions and all Settlement Class Members are enjoined from commencing or continuing any
23 action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement
24 Agreement, unless the Settlement Class Member timely files a valid Request for Exclusion as
25 defined in the Settlement Agreement.

26 7. The Court approves, as to form and content, the publication Notice, substantially in
27 the form attached as Exhibit A hereto. On or before _____, 2010, Defendants are
28

1 directed to cause to be published the Notice substantially in the form of Exhibit A hereto as
2 follows:

3 Parade – one issue;
4 USA Today – one issue;
5 Vista – one issue;
6 New York Times – one issue;
7 Washington Post – one issue;
8 Chicago Tribune – one issue;
9 Dallas Morning News – one issue;
10 Philadelphia Inquirer – one issue;
11 Los Angeles Times – four (4) consecutive weeks;
12 San Francisco Chronicle – four (4) consecutive weeks;
13 San Diego Tribune – four (4) consecutive weeks;
14 Sacramento Bee – four (4) consecutive weeks;
15 Modesto Bee – four (4) consecutive weeks;
16 Fresno Bee – four (4) consecutive weeks;
17 Press-Enterprise – four (4) consecutive weeks;
18 Orange County Register – four (4) consecutive weeks.

19 No later than thirty (30) days after the completion of the publication notice, Defendants shall file
20 with the Court declarations attesting to compliance with this Order.

21 8. The Court finds that the Parties' plan for providing notice to the Settlement Class
22 (the "Notice Plan") described in Article IV of the Settlement Agreement constitutes the best notice
23 practicable under the circumstances and shall constitute due and sufficient notice to the Settlement
24 Class of the pendency of these Actions, certification of the Settlement Class, the terms of the
25 Settlement Agreement, and the Final Approval Hearing, and complies fully with the requirements
26 of the California Rules of Court, the California Code of Civil Procedure, the Constitution of the
27 State of California, the United States Constitution, and any other applicable law.
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1 9. The Court further finds that the Notice Plan described in Article IV of the Settlement
2 Agreement will adequately inform members of the Settlement Class of their right to exclude
3 themselves from the Settlement Class so as not to be bound by the terms of the Settlement
4 Agreement. Any member of the Settlement Class who desires to be excluded from the Settlement
5 Class, and therefore not bound by the terms of the Settlement Agreement, must submit to
6 Defendants' Counsel and Class Counsel, pursuant to the instructions set forth in the Notice, a
7 timely and valid written Request for Exclusion, submitted online or postmarked at least thirty (30)
8 days prior to the date set for the Final Approval Hearing in paragraph 5 above.

9 10. Any member of the Settlement Class who elects to be excluded shall not be entitled
10 to receive any of the benefits of the Settlement, shall not be bound by the release of any claims
11 pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear
12 at the Final Approval Hearing. The names of all Persons timely submitting valid Requests for
13 Exclusion shall be provided to the Court.

14 11. Any Settlement Class Member who does not submit a valid and timely Request for
15 Exclusion may object to the Settlement Agreement, to Class Counsel's application for attorneys'
16 fees and costs, or to the proposed Final Approval Order and Judgment. Any such Settlement Class
17 Member shall have the right to appear and be heard at the Final Approval Hearing, either personally
18 or through an attorney retained at the Settlement Class Member's own expense. Any such
19 Settlement Class Member must file with the Court and serve, no later than thirty (30) days prior to
20 the date of the Final Approval Hearing, a written notice of intention to appear together with
21 supporting papers including a detailed statement of the specific objections made.

22 12. Service of all papers on counsel for the Parties shall be made as follows: for Class
23 Counsel, to Alan Plutzik, Esq., Bramson, Plutzik, Mahler, & Birkhaeuser, LLP, 2125 Oak Grove
24 Rd., Suite 120, Walnut Creek, CA 94598 and Scott A. Bursor, Esq., Law Offices of Scott A.
25 Bursor, 369 Lexington Avenue, 10th Floor, New York, NY 10017; and for Defendants' Counsel, to
26 Seamus Duffy, Esq., Drinker Biddle & Reath LLP, One Logan Square, Ste. 2000, Philadelphia, PA
27 19103-6996. Only Settlement Class Members who have filed and served valid and timely notices
28

1 of intention to appear, together with supporting papers, shall be entitled to be heard at the Final
2 Approval Hearing.

3 13. Any Settlement Class Member who does not make an objection in the time and
4 manner provided shall be deemed to have waived such objection and forever shall be foreclosed
5 from making any objection to the fairness or adequacy of the proposed settlement as incorporated
6 in the Settlement Agreement, the payment of attorneys' fees and costs, or the Final Approval Order
7 and Judgment.

8 14. In the event that the proposed Settlement is not approved by the Court, or in the
9 event that the Settlement Agreement becomes null and void pursuant to its terms, this Order and all
10 orders entered in connection therewith shall become null and void, shall be of no further force and
11 effect, and shall not be used or referred to for any purposes whatsoever in these Actions or in any
12 other case or controversy; in such event the Settlement Agreement and all negotiations and
13 proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and
14 all of the Parties, who shall be restored to their respective positions as of the date and time
15 immediately preceding the execution of the Settlement Agreement.

16 15. The Court may, for good cause, extend any of the deadlines set forth in this Order
17 without further notice to the Settlement Class Members. The Final Approval Hearing may, from
18 time to time and without further notice to the Settlement Class, be continued by order of the Court.

19 **IT IS SO ORDERED.**

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Dated:

Honorable Winifred Smith
Judge of the Alameda County Superior Court

EXHIBIT B

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

Coordination Proceeding
Special Title (Rule 1550(b))

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4332

In Re:

Assigned to: Judge Winifred Smith

**CELLPHONE TERMINATION FEE
CASES**

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

This document relates to:

Meoli v. AT&T Wireless PCS, LLC, et al.
(Handset Locking and Related Claims against
AT&T Wireless PCS, LLC, et al.); and

Mendoza v. Cingular Wireless LLC, et al.
(Handset Locking and Related Claims against
Cingular Wireless LLC, et al.).

1 WHEREAS, on _____, 2010, an Order Re: Preliminary Approval of Proposed
 2 Settlement ("Preliminary Approval Order") was entered by this Court, preliminarily approving the
 3 proposed settlement of the Actions pursuant to the terms of the Settlement Agreement and directing
 4 that notice be given to the members of the Settlement Class;

5 WHEREAS, pursuant to the Parties' plan for providing notice to the Settlement Class (the
 6 "Notice Plan"), the Settlement Class was notified by publication of the terms of the proposed
 7 Settlement and of a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and
 8 conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the
 9 Released Claims against the Released Parties; (2) whether judgment should be entered dismissing
 10 the Fourth Amended Consolidated Complaint with prejudice; and (3) whether the Court should
 11 approve the provisions of the Settlement Agreement with respect to incentive awards and Class
 12 Counsel's application for attorneys' fees and expenses;

13 WHEREAS, a Final Approval Hearing was held on _____. Prior to the
 14 Final Approval Hearing, proof of completion of the Notice Plan was filed with the Court, along
 15 with declarations of compliance as prescribed in the Preliminary Approval Order. Settlement Class
 16 Members were therefore notified of their right to appear at the hearing in support of or in
 17 opposition to the proposed Settlement, the award of attorneys' fees and expenses to Class Counsel,
 18 and the payment of incentive awards;

19 NOW, THEREFORE, the Court, having heard the oral presentations made at the Final
 20 Approval Hearing, and having reviewed all of the submissions presented with respect to the
 21 proposed Settlement, and having determined that the Settlement is fair, adequate, and reasonable,
 22 and having considered the provisions of the Settlement Agreement with respect to incentive awards
 23 and Class Counsel's application for attorneys' fees and expenses, and having reviewed the
 24 materials in connection therewith, it is hereby ORDERED, ADJUDGED and DECREED THAT:

- 25 1. The capitalized terms used in this Final Approval Order and Judgment shall have the
 26 same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
- 27 2. The Court has jurisdiction over the subject matter of these Actions and over all
 28 claims raised therein and all Parties thereto, including the Settlement Class.

1 3. The Court finds, solely for purposes of considering this Settlement, that the
2 requirements of Cal. Code Civ. Proc. § 382 are satisfied, including requirements for the existence
3 of an ascertainable class, a community of interest, and manageability of a settlement class, that
4 common issues of law and fact predominate, and that a settlement class is superior to alternative
5 means of resolving the claims and disputes at issue in these Actions.

6 4. The Settlement Class, which will be bound by this Final Approval Order and
7 Judgment, shall include all members of the Settlement Class who did not submit a timely and valid
8 Request for Exclusion. The members of the Settlement Class who have requested exclusion are
9 identified on Exhibit A hereto.

10 5. For purposes of the Settlement and this Final Approval Order and Judgment, the
11 Settlement Class shall consist of all persons in the United States, including Puerto Rico and all
12 United States territories, who have or had an AT&T Wireless, Cingular Wireless, and/or AT&T
13 Mobility individual account and who purchased, directly or from an indirect retailer, a wireless
14 handset other than an Apple iPhone for use with AT&T Wireless, Cingular Wireless, and/or AT&T
15 Mobility service from March 12, 1999 to the date on which Notice was issued pursuant to the
16 Settlement Agreement. Any judicial officer to whom the Actions are assigned is excluded from the
17 Settlement Class.

18 6. The Court finds that Notice Plan set forth in Article IV of the Settlement Agreement
19 and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable
20 under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the
21 pendency of these Actions, certification of the Settlement Class for settlement purposes only, the
22 terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements
23 of California law, Florida law, and federal due process of law.

24 7. The Settlement, as set forth in the Settlement Agreement, is in all respects fair,
25 reasonable, adequate and in the best interests of the Settlement Class, and it is approved. The
26 Parties shall effectuate the Settlement Agreement according to its terms. The Settlement
27 Agreement and every term and provision thereof shall be deemed incorporated herein as if
28 explicitly set forth and shall have the full force of an Order of this Court.

1 8. Upon the Effective Date, the Class Representatives and all Settlement Class
 2 Members shall have, by operation of this Order and Final Judgment, fully, finally and forever
 3 released, relinquished, and discharged all Released Parties from all Released Claims pursuant to
 4 Article VI of the Settlement Agreement.

5 9. Settlement Class Members, including the Class Representatives, and the successors,
 6 assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently barred and
 7 enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any
 8 Released Claim against any of the Released Parties.

9 10. This Final Approval Order and Judgment, the Settlement Agreement, the Settlement
 10 which it reflects, and any and all acts, statements, documents or proceedings relating to the
 11 Settlement are not, and shall not be construed as, or used as an admission by or against Defendants
 12 or any other Released Party of any fault, wrongdoing, or liability on their part, or of the validity of
 13 any Released Claim or of the existence or amount of damages.

14 11. The Settlement Agreement's provisions for the payment of incentive awards to the
 15 Class Representatives are hereby approved. Defendants shall pay \$3,000 each to the Class
 16 Representatives in the manner and according to the schedule set forth in the Settlement Agreement.

17 12. The provisions of the Settlement Agreements with respect to Class Counsel's
 18 application for an award of attorneys' fees, costs and expenses and the disposition thereof are
 19 hereby approved. The said application shall be resolved and Defendants shall pay
 20 \$ _____ to Class Counsel or their designee(s) in the manner and according to the schedule
 21 set forth in the Settlement Agreement.

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EXHIBIT C

LEGAL NOTICE

If you purchased a cellphone from AT&T Wireless, Cingular Wireless or AT&T Mobility, a class action settlement may affect your rights.

A proposed settlement is pending in four lawsuits relating to software "locks" that prevent AT&T Wireless, Cingular and AT&T Mobility (hereinafter, "AT&T") cellphone handsets from operating with other compatible wireless telephone carriers' services. The lawsuits are (1) *Meoli, et al. v. AT&T Wireless PCS, LLC, et al.*, and (2) *Mendoza, et al. v. Cingular Wireless LLC, et al.*, No. JCCP 4332, pending in Alameda County (California) Superior Court; and (3) *Pickering v. Cingular Wireless, LLC*, Case No. 2004 CA 005060, and (4) *Graber v. AT&T Wireless PCS, LLC, et al.* Case No. 2004 CA 004650, pending in Palm Beach County (Florida) Circuit Court.

ARE YOU AFFECTED?

You are a class member if you have or had an AT&T Wireless, Cingular Wireless, and/or AT&T Mobility individual account and you purchased, directly or from an indirect retailer, a wireless handset other than an Apple iPhone for use with AT&T Wireless, Cingular Wireless, and/or AT&T Mobility service from March 12, 1999 to [date].

WHAT IS THIS CASE ABOUT?

The lawsuits claim that the sale of handsets by AT&T Wireless, Cingular and AT&T Mobility that have been programmed not to operate with other compatible wireless telephone carriers' services is improper and that this restriction has not been properly disclosed to customers. AT&T Wireless, Cingular and AT&T Mobility deny any wrongdoing, but have agreed to settle to avoid the cost and expense of further litigation. The Courts have not made a decision in these cases.

WHAT DOES THE SETTLEMENT PROVIDE?

AT&T Mobility agrees to give to its eligible AT&T Wireless, Cingular and AT&T Mobility current and former customers, upon request and where available, codes that unlock AT&T Wireless, Cingular and AT&T Mobility handsets other than (i) the Apple iPhone; or (ii) any handset that AT&T Mobility introduces or has introduced for sale pursuant to a contract with a handset manufacturer that provides for an exclusivity period of ten (10)

months or longer ("AT&T Handset"). Unlock codes for AT&T Handsets will be provided to eligible postpaid customers who have completed a minimum of ninety (90) days of active service with AT&T Wireless, Cingular or AT&T Mobility and who are in good standing and current in their payments at the time of the request. For AT&T Handsets for which AT&T Mobility has an exclusive sales arrangement with a manufacturer of less than 10 months, the period of exclusivity associated with that sale must have expired before an unlocking code can be obtained. AT&T Mobility will provide unlocking codes for AT&T Handsets upon request to eligible prepaid subscribers who provide a detailed receipt or other proof of purchase of the handset. Customers may request five unlock codes per year. The settlement also provides attorneys' fees and expenses of up to \$5.7 million.

WHAT ARE MY LEGAL RIGHTS

You have three options:

- **Remain in the settlement class.** If you are a class member and you do not exclude yourself from the settlement class, you will be bound by the terms of the settlement and give up your right to sue regarding issues in this case.
- **Request to be excluded.** The Court will exclude you from the settlement class if you mail a request for exclusion to Defense Counsel and Class Counsel at the addresses below. Requests must be received by [date].
- **Object to the Settlement.** If you do not exclude yourself from the settlement class, you may object to it by yourself or through an attorney that you hire at your own expense. Objections must be written and mailed to the Court at Clerk of the Court, Alameda County Superior Court, 1225 Fallon Street, Oakland, CA 95612, and Class Counsel and Defense Counsel at the addresses below. Objections received by [date] will be considered at the fairness hearing. You will be bound by the terms of the settlement even if your objection is rejected.

The Court will determine whether to approve the settlement at a fairness hearing held on [date]. If you filed an objection through an attorney, your attorney may appear at the hearing to explain your objection.

**HOW CAN YOU GET MORE
INFORMATION?**

If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit [WEBSITE], or write to: *AT&T Handset Locking Class Action Settlement*, P.O. Box 000, City, ST 00000-0000. Please do not contact the Court or AT&T Mobility concerning this lawsuit.

Class Counsel:

Law Offices of Scott A Bursor
369 Lexington Avenue, 10th Floor
New York, NY 10017

Defense Counsel:

Seamus C. Duffy
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103-6996

EXHIBIT D

Acknowledgement & Guarantee

I, the undersigned, acknowledge and agree as follows:

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Meoli et al. v. AT&T Wireless PCS, LLC, et al.*, and *Mendoza et al. v. Cingular Wireless LLC et al.*, Alameda County (California) Superior Court, Case No. JCCP 4332; *Pickering v. Cingular Wireless LLC*, Palm Beach County (Florida) Circuit Court, Case No. 2004 CA 005060; and *Graber v. AT&T Wireless PCS, LLC et al.* Palm Beach County (Florida) Circuit Court, Case No. 2004 CA 004650 ("Settlement Agreement") and understand its terms. I acknowledge that any amount received by me as attorneys' fees and/or costs pursuant to the Settlement Agreement is subject to repayment to AT&T Mobility in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the parties, I will reimburse to AT&T Mobility all sums received by me as attorneys' fees and costs pursuant to the Settlement Agreement. By receiving any such sums, I submit to the jurisdiction of the Superior Court of the State of California for the County of Alameda for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

Date:

By: _____

Acknowledgement & Guarantee

I, the undersigned, acknowledge and agree as follows on behalf of the firm of _____ (the "Firm")

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Meoli et al. v. AT&T Wireless PCS, LLC, et al.*, and *Mendoza et al. v. Cingular Wireless LLC et al.*, Alameda County (California) Superior Court, Case No. JCCP 4332; *Pickering v. Cingular Wireless LLC*, Palm Beach County (Florida) Circuit Court, Case No. 2004 CA 005060; and *Graber v. AT&T Wireless PCS, LLC et al.* Palm Beach County (Florida) Circuit Court, Case No. 2004 CA 004650 ("Settlement Agreement") and understand its terms. I make this Acknowledgement & Guarantee on behalf of the Firm. Any amount received by the Firm is subject to repayment to AT&T Mobility in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the parties, the Firm will reimburse to AT&T Mobility all sums received by the Firm as attorneys' fees and costs pursuant to the Settlement Agreement. By receiving any such sums, the Firm and its shareholders and/or partners submit to the jurisdiction of the Superior Court of the State of California for the County of Alameda for the enforcement of any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement. I represent and warrant that I am authorized to execute this

agreement on the Firm's behalf and to bind the firm to the obligations set forth herein.

Date:

By: _____

On behalf of _____

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a party to the
 3 within action. My business address is Bramson, Plutzik, Mahler & Birkhaeuser, LLP, 2125 Oak
 4 Grove Road, Suite 120, Walnut Creek, California 94598. On February 24, 2010, I served the
 5 within documents:

6 **STIPULATION AND SETTLEMENT AGREEMENT**

- 7 by placing a copy of the document(s) listed above for collection and mailing
 8 following the firm's ordinary business practice in a sealed envelope with postage
 9 thereon fully prepaid for deposit in the United States mail at Walnut Creek,
 10 California addressed as set forth below.
- 11 by facsimile transmission on that date. This document was transmitted by using a
 12 Canon LC 710 facsimile machine that complies with California Rules of Court
 13 Rule 2003(3), telephone number (925) 945-8792. The transmission was reported
 14 as complete and without error.
- 15 By causing personal delivery of a copy of the document(s) listed above to the
 16 person(s) as set forth below.
- 17 by depositing a true copy of the same enclosed in a sealed envelope with delivery
 18 fees provided for an Overnight Express/Federal Express pick up box or office
 19 designated for overnight delivery, and addressed as set forth below.
- 20 By pdf transmission on that date. These documents were transmitted via e-mail
 21 to the following e-mail addresses as set forth below.

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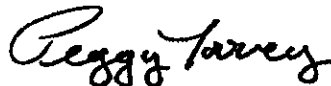
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I am readily familiar with the firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on February 24, 2010, at Walnut Creek, California.



Peggy Toovey