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10 Attorneys for Defendants

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 HEATHER STERN, on behalf of  
herself and all others similarly situated,

14 Plaintiff,

15 v.

16 AT&T MOBILITY CORPORATION  
f/k/a CINGULAR WIRELESS  
17 CORPORATION, et al.,

Defendants.

18 PAUL LOZANO, on behalf of himself  
and all others similarly situated,

19 Plaintiff,

20 v.

21 AT&T WIRELESS SERVICES, INC.,  
et al.,

22 Defendants.

23 HEATHER STERN, on behalf of  
herself and all others similarly situated,

24 Plaintiff,

25 v.

26 NEW CINGULAR WIRELESS  
SERVICES, INC. f/k/a AT&T  
27 WIRELESS SERVICES, INC., et al.,

28 Defendants.

CASE NO. CV 05-8842 CAS (CTx)

**DECLARATION OF STEVEN P.  
RICE IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENTS**

Hearing Date: November 15, 2010  
Time: 12:00 p.m.  
Courtroom: 5

Hon. Christina A. Snyder, presiding

CASE NO. CV 02-0090-CAS (AJWx)

CASE NO. SACV 09-1112-CAS (AGRx)

**CONSOLIDATED FOR  
COORDINATED SETTLEMENT  
APPROVAL PURPOSES ONLY**

Case Nos. CV 05-8842; CV 02-0090; SACV 09-1112

DECLARATION OF STEVEN P. RICE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENTS

**DECLARATION OF STEVEN P. RICE**

I, Steven P. Rice, declare as follows:

1. I am an attorney duly admitted to practice law in the State of California. I am a partner in the Irvine, California office of the law firm Crowell & Moring LLP, counsel of record for Defendants AT&T Mobility Corporation f/k/a Cingular Wireless Corporation, New Cingular Wireless Services, Inc. f/k/a AT&T Wireless Services, Inc. ("AWS"), AT&T Mobility LLC f/k/a Cingular Wireless LLC ("ATTM"), AT&T Wireless Services of California, LLC, and Santa Barbara Cellular Systems, Ltd. (collectively, "Defendants") in the matters of *Stern v. AT&T Mobility*, Case No. CV 05-8842 CAS (CTx) ("*Stern P*"), *Lozano v. AT&T Wireless Services, Inc.*, Case No. CV 02-00090 CAS (AJWx), and *Stern v. New Cingular Wireless Services, Inc.*, Case No. SACV 09-01112 CAS (AGRx) ("*Stern IP*"). I have personal knowledge of the facts stated herein and, if called to testify, I could and would competently testify to these facts.

**Negotiations Regarding Named Plaintiff Incentive Payments**

2. I personally participated as Defendants' lead counsel in all of the negotiations that ultimately led to the *Stern I*, *Lozano*, and UCC settlements for which the parties now seek Final Approval. The negotiations began in July 2009 and continued through the execution of the final written Settlement Agreements in 2010.

3. On August 12, 2009, the parties reached a tentative resolution of the business terms of the *Stern I* issues. On August 25, 2009, the parties mediated the claims presented in *Lozano*. Only after the parties reached an agreement on the class benefits for *Stern I* and *Lozano*, we negotiated about the amount of the incentive payments for the named class plaintiffs in *Stern I* and *Lozano*. The parties were unable through negotiation to reach agreement on the amount of the payments, and the mediator, Justice Wiener, included incentive compensation for Heather

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1 Stern and Paul Lozano in the mediator's proposal that also addressed attorney's  
2 fees. All parties accepted the mediator's proposal.

3 4. On December 9, 2009, after two full days of mediation, the parties  
4 reached an agreement on the business terms of the UCC settlement, including the  
5 benefits to be provided to the class members. After this agreement was reached, we  
6 negotiated the amount of the incentive payments for the named class plaintiffs in the  
7 UCC settlement. The issue of incentive compensation for the *Randolph* and *Schnall*  
8 plaintiffs was ultimately resolved as part of a mediator's proposal from Justice  
9 Wiener that also included attorney's fees. The parties accepted this proposal late in  
10 the evening on December 9, 2009. The incentive compensation for Heather Stern  
11 for her role in *Stern II* was only negotiated between counsel long after the  
12 mediation, during the process of drafting the final UCC Settlement Agreement.

13 **Modifications to the Court-Approved Language in the Notice Program**

14 5. During the implementation of the Notice Program following entry of  
15 this Court's May 17, 2010 Preliminary Approval Order, certain changes were made  
16 to some of the notice documents, as described below in paragraphs 6-8. It is  
17 important that the Court be made aware of these changes.

18 6. The benefit provided to the *Lozano* class was originally described in the  
19 Notice Program as a generic "calling card." While preparing to implement the  
20 Notice Program, I learned that the comparable product sold by ATTM was actually  
21 referred to as a "Phone Card." To avoid causing confusion in the minds of class  
22 members, to the extent possible, and with knowledge of class counsel, we replaced  
23 the word "calling card" with the more specific "AT&T Phone Card" in the notice  
24 documents that mentioned the card. *See e.g.*, Exhibits B-G to Declaration of  
25 Jennifer M. Keough filed concurrently herewith.

26 7. In the portion of the claim form regarding the *Lozano* settlement, class  
27 members could chose between a benefit of a 250-minute AT&T Phone Card or an  
28


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1 \$8 check. Before the notice period began, and with the knowledge of class counsel,  
2 additional language regarding the key terms and conditions associated with use of  
3 the Phone Card were added to the claim form to provide more information for the  
4 claimants to assist them in making an informed choice between the two alternative  
5 settlement benefits. *See* Exhibits E & F to Declaration of Jennifer M. Keough filed  
6 concurrently herewith.

7 8. The settlement administrator Garden City Group, Inc. maintained and  
8 updated the settlement website at [awssettlement.com](http://awssettlement.com). During the course of the  
9 Notice Program, additional information about the settlements was added to the  
10 website in response to inquiries from class members. The website was also updated  
11 with copies of the Attorneys' Fees Motions and has been updated to reflect the  
12 passing of the objection and exclusion deadlines. *See* Exhibit F to Declaration of  
13 Jennifer M. Keough filed concurrently herewith.

14  
15 I declare under penalty of perjury under the laws of the United States of  
16 America that the foregoing is true and correct.

17 Executed on this 15th day of October, 2010, at Los Angeles, California.

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21 Steven P. Rice  
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