

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into, by and among: (1) the Representative Plaintiffs in *Randolph v. AT&T Wireless Services, Inc.*, Case No. RG05193855 (Alameda, CA, Superior Court) (“*Randolph*”), on behalf of themselves and Class Members, by and through Class Counsel, (2) the Representative Plaintiffs in *Schnall v. AT&T Wireless Services, Inc.*, Case No. 02-2-0576-4 (King, WA, Superior Court) (“*Schnall*”), on behalf of themselves and putative Class Members, by and through putative Class Counsel, (3) the Representative Plaintiff in *Stern v. New Cingular Wireless Services, Inc.*, Case No. CV 09-01112 AG (AGRx) (U.S.D.C., C.D. Cal.) (“*Stern IP*”), on behalf of herself and putative Class Members, by and through putative Class Counsel, (4) Defendant AT&T Wireless Services, Inc., (5) Defendant Cingular Wireless LLC, (6) Defendant AT&T Wireless Services of California, Inc., (7) Defendant New Cingular Wireless Services, Inc. f/k/a AT&T Wireless Services, Inc, (8) Defendant AT&T Mobility Corporation f/k/a Cingular Wireless Corporation, and (9) Defendant AT&T Mobility LLC f/k/a Cingular Wireless LLC (all collectively, “Parties”).

RECITALS

WHEREAS, the Representative Plaintiffs have filed the Lawsuits against AWS, claiming, among other things, that AWS breached its contracts with subscribers by charging a Universal Connectivity Charge (the “UCC”) and/or misrepresented and/or omitted the UCC in advertising and on consumers’ bills (the “UCC Claims”);

WHEREAS, Defendants deny the allegations in the Lawsuits, including, but not limited to, the UCC Claims, and deny any wrongdoing or liability for the legal claims asserted in the Lawsuits, including, but not limited to, the UCC Claims;

WHEREAS, Class Counsel and the Representative Plaintiffs are familiar with the claims being settled and the defenses asserted. Class Counsel have had the opportunity to conduct, and have conducted, extensive informal and/or formal discovery and investigation relating to the events alleged in the Lawsuits as they believe necessary, including, in certain instances, inspecting and reviewing documents produced by Defendants and deposing certain witnesses;

WHEREAS, the Parties and their counsel acknowledge the uncertain outcome and the risk of further litigation, especially in a complex suit such as this, as well as the difficulties, delays, and costs inherent in such litigation. Representative Plaintiffs and Class Counsel have also taken into account the substantial benefits conferred on the Settlement Class by the settlement set forth in this Agreement. Representative Plaintiffs and Class Counsel have therefore determined that the settlement set forth in this Agreement is fair, reasonable, and in the best interest of Representative Plaintiffs and the Settlement Class;

WHEREAS, the Parties have agreed it is to their mutual benefit to settle and resolve their outstanding differences regarding the UCC Claims; and

WHEREAS, counsel for the Parties have engaged in extensive, bona-fide, arms-length negotiations with the assistance of the Honorable Howard Weiner, retired Justice of the California Court of Appeal, as mediator;

NOW, THEREFORE, subject to the jurisdiction and final approval of the Court, the Parties stipulate and agree that the UCC Claims shall be fully and finally resolved under the following terms and conditions.

CERTAIN DEFINITIONS

1. "Approved Claim" means a claim made by a Class Member, which complies in all respects with the terms and conditions of this Agreement, which satisfies all requirements described in this Agreement, and which has been approved as being valid by the Claims Administrator.
2. "ATTM" means AT&T Mobility LLC.
3. "AWS" means AT&T Wireless Services, Inc. and any entity that, prior to October 26, 2004, was affiliated with AT&T Wireless Services, Inc., including, but not limited to AT&T Wireless Services of California, Inc.
4. "ATTM/AWS" means ATTM and AWS together.
5. "Claim Form" means the Court-approved form used by a Class Member to submit a claim pursuant to this Agreement.

6. "Claims Administrator" means the entity selected by the Parties and approved by the Court to oversee the claims process.

7. "Class Member" or "Releasing Party" means any member of the Settlement Class as defined in paragraph 28, below, and all lines of service contracted for by the Class Member. Excluded from the Settlement Class are any putative Class Members who submit timely Requests for Exclusion in the manner directed by the Court, all past and current employees of ATTM, and other persons described in paragraph 29, below.

8. "Class Counsel" means the following attorneys: (1) J. Paul Gignac of Arias Ozzello & Gignac LLP, (2) Peter J. Bezek and Robert Curtis of Foley Bezek Behle & Curtis, LLP, (3) David Breskin of Breskin Johnson & Townsend PLLC, (4) William W. Houck of the Houck Law Firm, and (5) Hunter Pyle of Sundeen, Salinas & Pyle.

9. "Class Period" means March 1, 1999 to the Effective Date.

10. "Court" means the Honorable Christina A. Snyder, Judge of the United States District Court for the Central District of California or such other judge of the United States District Court for the Central District of California as may preside over the approval and administration of this Settlement as described in paragraphs 20 and 71.

11. "Defendants" means all of the parties named as defendants in the Lawsuits, including, but not limited to AT&T Wireless Services, Inc., Cingular Wireless LLC, AT&T Wireless Services of California, Inc., New Cingular Wireless Services, Inc. f/k/a AT&T Wireless Services, Inc, AT&T Mobility Corporation f/k/a Cingular Wireless Corporation, and AT&T Mobility LLC f/k/a Cingular Wireless LLC.

12. "Effective Date" means the first date by which all the conditions and events specified in paragraph 57 have been met and have occurred.

13. "Excluded Claims" means all claims brought in the *Stern II* and *Randolph* lawsuits other than the UCC Claims, provided that neither this definition nor any other provision of this Agreement limits the scope of the dismissals with prejudice provided in paragraph 56.

14. “Lawsuits” means (1) *Randolph v. AT&T Wireless Services, Inc.*, Case No. RG05193855 (Alameda, CA, Superior Court), (2) *Schnall v. AT&T Wireless Services, Inc.*, Case No. 02-2-0576-4 (King, WA, Superior Court), and (3) *Stern v. New Cingular Wireless Services, Inc.*, Case No. CV 09-01112 AG (AGRx) (U.S.D.C., C.D. Cal.).

15. “Long Form Class Notice” means the Court-approved notice of this Agreement.

16. “Released Parties” means ATTM, AWS, Cingular Wireless, LLC, AT&T Wireless Services of California, Inc., New Cingular Wireless Services, Inc. f/k/a AT&T Wireless Services, Inc., AT&T Mobility Corporation f/k/a Cingular Wireless Corporation, and AT&T Mobility LLC f/k/a Cingular Wireless LLC, and each of their present and former parents, subsidiaries, divisions and affiliates and each of their respective current or former officers, directors, employees, agents, insurers and attorneys and the predecessors, heirs, executors, administrators, legal representatives, successors and assigns of each of the foregoing.

17. “Released Claims” means all causes of action, judgments, liens, indebtedness, costs, damages, obligations, attorneys’ fees, losses, claims, liabilities and demands of whatever kind, source or character whether arising under any federal or state law, which includes, but is not limited to, the Federal Communications Act, 47 U.S.C. § 201, *et seq.*, the California Unfair Competition Law, Business and Professions Code §17200, *et seq.*, the California Consumers Legal Remedies Act, Civil Code §§1750, *et seq.*, the Washington Consumer Protection Act, 19 RCW § 19.86.010, *et seq.*, the Racketeer Influenced and Corrupt Organizations Act, and antitrust, consumer and other statutory and common law claims, whether alleging or based on intentional or non-intentional conduct, arising on or before the Effective Date, which are, were or could have been asserted against any of the Released Parties by reason of, arising out of, or in any way related to the UCC and/or the UCC Claims, and any of the facts, acts, events, transactions, charges, occurrences, courses of conduct, business practices, representations, omissions, circumstances or other matters with respect to the UCC and/or the UCC Claims, whether any such claim was or could have been asserted by any Releasing Party on its own behalf or on behalf of other persons. The “Released Claims” expressly do not include the

“Excluded Claims” as defined in paragraph 13. For clarity, individual Class Members may submit claims, if they are otherwise entitled to do so, for individual Class Member benefits in the class settlements of *Stern I* and *Lozano* as hereinafter defined.

18. “Settlement Website” means the dedicated website providing information on this Settlement, including copies of this Agreement, the Short Form Class Notice, the Long Form Class Notice, the Claim Form and contact information for Class Counsel.

19. “Short Form Class Notice” means the Court-approved summary notice of this Agreement.

COURT APPROVAL

20. As soon as practicable following execution of this Agreement, the Parties shall jointly or separately seek to combine or consolidate *Stern II* with *Stern v. AT&T Mobility Corp.*, Case No. CV 05-8842 CAS (CTx) (U.S.D.C. C.D. Cal.) (“*Stern I*”), and *Lozano v. AT&T Wireless Services, Inc.*, Case No. 02-CV-00090 CAS (CTx) (U.S.D.C. C.D. Cal.) (“*Lozano*”), which are presently pending before the Court, by filing a motion to consolidate or by a similar procedure such that this settlement and the settlements in *Stern I* and *Lozano* will be subject to single, unified preliminary and final approval hearings and a single, unified notice and claims administration process. Single unified preliminary and final approval hearings as to this Agreement and the *Stern I* and *Lozano* settlements and approval of a single, unified notice and claims administration process for all three settlements are a condition of Defendants’ obligations under this Agreement

21. The Parties agree that any Class Counsel that is not Counsel of Record in *Stern II*, may request the Court to become Counsel of Record in *Stern II* by filing an appropriate request or other notice. ATTM and Defendants will not oppose such request or notice.

22. As soon as practicable following the consolidation or combination of *Stern II* with *Stern I* and *Lozano*, the Parties shall jointly or separately submit a motion seeking entry of the Preliminary Approval Order granting preliminary approval of this Agreement and the Class Notice Program described herein below.

23. Upon execution of this Agreement, the Parties agree to suspend all discovery activity or related proceedings in the Lawsuits.

24. Upon entry of the Preliminary Approval Order, the Parties agree to stay all proceedings, except those proceedings in furtherance of obtaining or assisting in the obtaining of final approval of the Settlement. The Preliminary Approval Order shall provide for such stay and shall also bar and enjoin all Class Members from commencing or prosecuting any action or proceeding in any court or tribunal against the Released Parties asserting the Released Claims.

25. The Parties will request that the Final Approval Hearing Date be no sooner than ninety (90) days after the Class Notice Program is completed pursuant to this Agreement and the Preliminary Approval Order, and no later than one-hundred and thirty-five (135) days after entry of the Preliminary Approval Order. The date of the Final Approval Hearing shall be posted on the Settlement Website in advance and shall be included in the Class Notice Program.

26. No later than twenty-one (21) days before the Final Approval Hearing, Class Counsel shall file a motion with the Court for entry of the proposed Final Approval Order.

27. The Parties shall cooperate in good faith and undertake all reasonable actions and steps in order to obtain Preliminary Approval and Final Approval of the Settlement.

THE SETTLEMENT CLASS

28. For purposes of this Settlement and this Agreement only, and for no other purpose, "Settlement Class" shall mean: all AWS customers who reside in the United States and its territories who paid, and were not previously refunded or credited, universal connectivity charges.

29. Excluded from the Settlement Class are:

- a. Current and former employees, officers, directors, agents, and legal representatives of AWS and of ATTM and their affiliated entities;
- b. Government agencies;
- c. Persons who were subscribers to any pre-paid rate plan;
- d. Corporate B2B accounts;

- e. Any person who had an outstanding balance due on his or her account with AWS at the time that his or her AWS service was terminated, unless such outstanding balance and all associated fees have been paid in full; and
- f. Persons who have timely opted out of the Settlement Class pursuant to paragraph 34, below.

CLASS NOTICE

30. The Parties will request that notice of the Settlement be provided to the Settlement Class no later than seventy-five (75) days after entry of the Preliminary Approval Order in accordance with the Class Notice Program set forth herein. The "Notice Date" shall be the date on which the notice is first mailed or published. Upon entry of the Preliminary Approval Order, ATTM/AWS or its designees shall cause the Class Notice Program to be conducted as follows:

- a. Beginning no later than seventy-five (75) days after entry of the Preliminary Approval Order, Class Members who are current ATTM subscribers and who receive paper bills will be sent the Short Form Class Notice by bill insert in their monthly bill. Class Members who are current ATTM subscribers who receive paperless bills and have provided their electronic mail addresses to ATTM will be sent a link to the Long Form Class Notice (via the Settlement Website) by electronic mail. The monthly bill will also contain a short bill message, to be agreed upon by the Parties, alerting the subscribers to the presence of the bill insert.
- b. Beginning no later than seventy-five (75) days after entry of the Preliminary Approval Order, Class Members who are former ATTM or AWS subscribers who previously provided their electronic mail addresses to ATTM/AWS, and whose email addresses and identities can be ascertained through reasonable efforts in ATTM's existing electronic

systems, will be sent a link to the Long Form Class Notice (via the Settlement Website) by electronic mail.

- c. No later than seventy-five (75) days after entry of the Preliminary Approval Order, the Short Form Class Notice shall be published as follows:
 - i. *Parade Magazine* and *USA Today Weekend*: the Short Form Class Notice shall be published as one (1) two-fifths-page notice in one (1) edition of the *Parade Magazine* and *USA Today Weekend* newspaper supplements, or agreed upon alternatives.
- d. As soon as possible after entry of the Preliminary Approval Order, the Settlement Website will be established and contain the Settlement Agreement, the Long Form Class Notice, the Claim Form and contact information for Class Counsel.

31. The Parties agree that the timing and manner of delivery and content of the Class Notice Program and the content of the Claim Form will satisfy and comport with applicable requirements of due process and federal and state (if applicable) class action law and procedure; that the Long Form Class Notice and the Short Form Class Notice are written in plain, easily understood language; that the Class Notice Program provides for the best notice that is practicable under the circumstances; and that the Class Notice Program is reasonably calculated to apprise Class Members of the Settlement Class, the existence and terms of this Agreement, their right to object to or exclude themselves from this Settlement, and their right to benefits established by this Agreement. The Parties further agree that the Class Notice Program and the content of the Claim Form will satisfy the notice, if any, required to secure dismissal of all claims and other terms of this Agreement in *Randolph* and *Schnall*.

32. AWS shall pay all expenses associated with the Class Notice Program as described in paragraph 30 of this Agreement. If the Court requires additional notice procedures beyond those

contemplated by the Class Notice Program, then ATTM/AWS shall have the unilateral right to terminate this Agreement.

OBJECTIONS AND EXCLUSIONS OR “OPT OUTS”

33. The Parties will request that the Objection Deadline be forty-five (45) days after the Notice Date. Any Class Member who intends to object to this Agreement must file a written Objection with the Court and serve a copy, by regular mail, hand or overnight delivery, to counsel for the Parties at the addresses below. The Objection Deadline shall be set forth in the Long Form Class Notice and the Short Form Class Notice. The Objection must include the objector’s name and address, at least a summary of the arguments and evidence supporting the objection, and a statement as to whether the objector intends to appear at the Final Approval Hearing.

34. The Parties will request that the Opt Out Deadline be forty-five (45) days after the Notice Date. A Class Member who wishes to be excluded from this Agreement must submit a written Request for Exclusion to the Claims Administrator. The Request for Exclusion must be postmarked no later than forty-five (45) days after the Notice Date. The Opt Out Deadline shall be set forth in the Long Form Class Notice and the Short Form Class Notice. The Request for Exclusion must be personally signed by the Class Member and must be submitted on an individual basis. Class Members who do not exclude themselves in accordance with this Agreement shall be bound by this Agreement and any judgments or orders subsequently entered in the Lawsuits. Class Members who do exclude themselves shall not: (a) be bound by this Agreement or any orders or judgments in the Lawsuits; (b) be entitled to any relief under this Agreement; (c) gain any rights by virtue of this Agreement; and (d) be entitled to object to any term or condition of this Agreement. Within 14 days after the Opt Out Deadline, the Claims Administrator shall promptly deliver to counsel for the Parties a complete list of all valid Requests for Exclusion.

SETTLEMENT CLASS BENEFITS

35. In consideration for the releases provided herein, and subject to the Court's jurisdiction and approval, AWS, through its successor-in-interest, ATTM, shall:

- a. Provide Class Members, who submit an Approved Claim Form, a benefit in the form of a check in the amount of \$7.00 for each line of service for which a benefit is requested.
- b. Notify its company-owned retail stores in the United States and ATTM customer care representatives (in call centers handling consumer calls and inquiries) of the terms of this Agreement, and instruct them to respond to customer inquiries accordingly.

CLAIMS ADMINISTRATION

36. The Claims Administrator shall be responsible for administering this Settlement by processing, handling, reviewing and approving Claim Forms submitted by Class Members/Claimants.

37. ATTM/AWS shall pay the fees and expenses of the Claims Administrator.

38. The time period during which class members will be allowed to submit claims (the "Claims Period") will begin on the Notice Date and run until 90 days after the Final Approval hearing. The Claim Form Deadline shall be set forth in the Long Form Class Notice, the Short Form Class Notice and on the Claim Form.

39. Class Members may obtain a Claim Form by downloading one from the Settlement Website, by completing and submitting a Claim Form online through the Settlement Website, or by calling a toll-free number to be established by the Claims Administrator, who will be authorized to mail a claim form to any Class Member upon request.

40. For a submitted Claim Form to qualify as an Approved Claim, the Claimant must affirm, under penalty of perjury, that:

- a. The Class Member was not aware at the time of subscribing that the UCC would be charged;

b. It would have made a difference to the Class Member had he/she known about the UCC at the time of subscribing; and

c. If the Class Member is a former AWS customer, the Class Member's AWS account was paid in full prior to submission of the Claim Form.

41. The Claims Administrator shall be responsible for determining whether a Claimant has submitted a Claim Form that is an Approved Claim.

42. If ATTM/AWS demonstrates to the satisfaction of the Claims Administrator that a Class Member who submitted a Claim Form: (a) was never an AWS subscriber, (b) if the Class Member is a former AWS customer, had an account that was not paid in full prior to submission of the Claim Form, or (c) otherwise is not eligible to submit a claim, then the Claims Administrator shall reject the submitted claim. These shall be the sole bases upon which ATTM/AWS can challenge an otherwise Approved Claim.

43. Class Members who submit Approved Claims shall be issued the Settlement benefits by the Claims Administrator as soon as practical after the Effective Date.

44. The Parties agree that the claims administration process set forth in this section may be modified by mutual agreement of the Parties, without the need for Court approval, provided that any such changes are reasonable and consistent with the general intent of this Agreement and do not result in additional burden on or expense to individual Claimants.

ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARDS

45. Class Counsel in *Randolph* and *Schnall* may apply to the Court for an award of reasonable attorneys' fees in an amount not to exceed \$5,300,000.00 and verifiable expenses in an amount not to exceed \$450,000.00 (the "*Randolph/Schnall* Maximum Fee Award"). If ATTM/AWS disputes any of the expenses, it may apply to mediator Justice Howard B. Wiener (Retired), to make a final and binding resolution of any such dispute. Class Counsel in *Randolph* and *Schnall* will indemnify and hold harmless ATTM, AWS, and Defendants from any lien or other claims made by any other counsel, including but not limited to Short Cressman and Burgess, PLLC and/or Sundeen, Salinas & Pyle, and any principal or employee of either firm,

that such counsel might assert as to the fee award or to any fees and costs in connection with *Randolph* and *Schnall* or to this settlement other than the *Randolph/Schnall* Maximum Fee Award. This indemnity and hold harmless will cover and include all attorney's fees and costs incurred by ATTM, AWS, or Defendants associated with such liens or other claims. Class Counsel in *Randolph* and *Schnall* are not entitled to any attorney's fees or costs in connection with *Stern I* and *Lozano* or the issues and claims alleged therein even if such issues are or could have been raised in *Randolph, Schnall, and Stern II.*”

46. Counsel for Representative Plaintiff Stern in *Stern II* may apply to the Court for an award of reasonable attorneys' fees in an amount not to exceed \$350,000.00 and expenses in an amount not to exceed \$10,000.00 (the “*Stern II* Maximum Fee Award” and, together with the *Randolph/Schnall* Maximum Fee Award, the “Total Maximum Fee Award”).

47. The only bases on which Defendants may oppose Class Counsel's fee applications are that: (1) the requested fee exceeds the *Randolph/Schnall* Maximum Fee Award, the *Stern II* Maximum Fee Award, and/or the Total Maximum Fee Award, and (2) the expenses sought are not verifiable.

48. Class Counsel agree to waive, release and forever discharge the amount of any fees awarded by the Court in excess of the *Randolph/Schnall* Maximum Fee Award, the *Stern II* Maximum Fee Award, or the Total Maximum Fee Award. In no event shall ATTM, AWS, or Defendants be obligated to pay attorneys' fees and expenses in excess of the *Randolph/Schnall* Maximum Fee Award plus the *Stern II* Maximum Fee Award (together, the Total Maximum Fee Award), regardless of any greater award by any court.

49. Class Counsel will apply to the Court for an incentive award for each of Martin Schnall, Nathan Riensche, Kelly Lemons, John Girard, and Brooke Randolph, who are Representative Plaintiffs in *Randolph* and *Schnall*, in an amount not to exceed \$7,500.00 per Representative Plaintiff, which application ATTM/AWS agree not to oppose (the “*Randolph/Schnall* Incentive Award”). Class Counsel will apply to the Court for an incentive award for Heather Stern, who is the Representative Plaintiff in *Stern II*, in an amount not to

exceed \$3,500.00, which application ATTM/AWS agree not to oppose (the “*Stern II* Incentive Award”). ATTM agrees to pay to each Representative Plaintiff in *Randolph* and *Schnall* any incentive award approved by the Court up to and including, but not exceeding, the *Randolph/Schnall* Incentive Award. ATTM agrees to pay to Ms. Stern any incentive award approved by the Court up to and including, but not exceeding, the *Stern II* Incentive Award. Each Representative Plaintiff in *Randolph* and *Schnall* agrees to accept no more than \$7,500.00 as an incentive award, and Ms. Stern agrees to accept no more than \$3,500.00 as an incentive award, notwithstanding any greater award by the Court. In no event shall ATTM, AWS, or Defendants be obligated to pay an incentive award in excess of (a) \$7,500.00 to each Representative Plaintiff in *Randolph* and *Schnall* or (b) \$3,500 to Ms. Stern, regardless of any greater award by any Court. ATTM shall pay the Representative Plaintiffs’ incentive awards by checks made payable to each Representative Plaintiff, delivered to Class Counsel.

50. ATTM shall have no obligation to pay any of Class Counsel’s attorneys’ fees and expenses or any incentive awards unless and until the Judgment becomes Final. However, within five (5) business days of the date of the Entry of an Order granting Final Approval to the Settlement, ATTM shall deposit any attorneys’ fees and expenses awarded to Class Counsel and any incentive awards to the Representative Plaintiffs into an interest bearing account at one or more financial institutions selected by Class Counsel and approved by ATTM. Thereafter, within three (3) business days after the Effective Date, ATTM shall execute such documents as are necessary to release the attorneys’ fees and expenses and any incentive awards so deposited, together with any and all interest accrued, net of any expenses charged by the financial institution, to Class Counsel. If for any reason the Final Approval Order and Judgment fail to become Final, then Class Counsel shall execute such documents as are necessary to release the attorneys’ fees and expenses and any incentive awards so deposited, together with any and all interest accrued, net of any expenses charged by the financial institution, to ATTM.

TERMINATION

51. Any Party may terminate this Agreement in its entirety at any time prior to the Effective Date and without further obligation if: (a) the Court rejects or denies approval of any material term or condition of this Agreement; (b) any court enters an order that alters, affects, amends or modifies any material term or condition of this Agreement; (c) the Preliminary Approval Order or Final Approval Order is rejected, modified or vacated by the Court or on appeal; (d) any court denies preliminary or final approval of the settlement; or (e) any court refuses to certify the Settlement Class. In addition, ATTM/AWS may, in its sole discretion, terminate this Agreement if 25,000 or more putative Class Members submit timely Requests for Exclusion, by delivering a notice of termination to the other Parties within thirty (30) days of receipt of the list of Requests for Exclusion from the Claims Administrator. ATTM/AWS may also void this Settlement if a single, unified preliminary and final approval hearing, notice and claims administration process is not approved for *Randolph*, *Schnall*, and *Stern II*, which right ATTM/AWS may exercise within ten (10) days after the parties' request for such a process is denied by the Court.

52. In the event that a Party exercises its right to terminate this Agreement, it shall promptly notify the Court and all other Parties or their counsel in writing and cause the Claims Administrator to notify the Settlement Class by posting information on the Settlement Website and via the toll- free number maintained by the Claims Administrator.

53. Upon termination, this Agreement shall be considered null and void and have no force or effect, no person or entity shall be bound by any of its terms or conditions, and the rights of all persons or entities with respect to the claims and defenses asserted in the Lawsuits shall be restored to the positions existing immediately prior to execution of this Agreement.

RELEASE

54. Upon the Effective Date, the Released Parties shall be released and forever discharged by all Class Members who do not exclude themselves from the Settlement Class, and by their respective current and former officers, directors, employees, attorneys, heirs, executors,

administrators, agents, legal representatives, professional corporations, partnerships, assigns and successors, but only to the extent such claims are derived by contract or operation of law from the claims of Class Members, (collectively, the “Releasing Parties”), from the Released Claims.

55. The Releasing Parties and each of them agree and covenant not to sue or cooperate in the filing or prosecution of any suit or proceeding, in any forum based upon or related to any Released Claims against any Released Party. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or preclude the Releasing Parties’ rights to enforce any provision of this Agreement.

56. As soon as practicable after the Effective Date, the Releasing Parties shall dismiss the *Randolph* and *Schnall* lawsuits with prejudice in their entirety as to all claims and all parties, or if required by the court or applicable law, the Releasing Parties shall cause the entry of judgment in a form to be agreed upon consistent with this Agreement. As soon as practicable after the Effective Date, the Releasing Parties shall dismiss with prejudice the claims in *Stern II* other than the Excluded Claims. It is the Parties’ intention that such dismissals or judgments shall constitute final judgments on the merits to which the principles of *res judicata* shall apply.

EFFECTIVE DATE

57. The Effective Date of this Agreement shall be the date when all of the following events shall have occurred: (a) the entry of the Final Approval Order by the Court, following the completion of the Class Notice Program and the Fairness Hearing; and (b) the statutory deadline for filing an appeal has expired, or if an appeal is taken, the date when the appeal has been decided or resolved in such a way as to leave the Final Approval Order in effect and the time for any further appeal or review has expired. The Parties will not file or cooperate in the filing of any appeals relating to the Preliminary Approval Order or the Final Approval Order or any terms of this Agreement, other than any appeal relating to the Court’s approval of any objection to this Agreement, except that Class Counsel may appeal their fee award subject to the limitations as to the amount of such award set forth in paragraphs 45-50.

NO ADMISSION OF WRONGDOING

58. This Agreement, whether or not consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged nor actions taken pursuant to or during the negotiation of this Agreement, shall constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim asserted or fact alleged in the Lawsuits or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendants.

59. This Agreement and all negotiations, correspondence and communications leading up to its execution shall be deemed to be within the protection of Rule 408 of the Federal Rules of Evidence and any analogous rules or principles. Neither this Agreement, nor any terms, conditions, contents or provisions hereof or exhibits hereto, nor any negotiations, correspondence or communications leading up to the execution of this Agreement, shall constitute a precedent or be admissible for any purpose in any proceeding; provided, however, that this Agreement, shall be admissible in any proceeding related to the approval of this Agreement, to enforce any of its terms and conditions, to support or defend this Agreement in an appeal from an order granting or denying the Final Approval Order, or to enforce or assert a claim or defense of res judicata, collateral estoppel, claim preclusion, issue preclusion, settlement, release, merger and bar, or any similar claim or defense against any Representative Plaintiff, any Class Member, or any third party.

60. This Agreement is made without prejudice to the rights of the parties to pursue or defend against any claims asserted in the Lawsuits if the Agreement is not be approved or implemented for any reason.

WAIVER OF UNKNOWN CLAIMS

61. On the Effective Date, the Releasing Parties shall be deemed to have, and by operation of this Settlement Agreement shall have, with respect to the subject matter of the Released Claims, expressly waived the benefits of any statutory provisions or common law rules

that provide, 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 California Civil Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. Section 1542 provides:

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.

Neither this paragraph nor any other provision of this Agreement shall be construed to effectuate a general release of claims. The releases provided for in this Agreement are limited to the Released Claims, as defined above.

CONFIDENTIALITY

62. All documents and information produced by Defendants in *Randolph*, *Schnall*, or *Stern II*, specifically including material produced or stored in any electronic, hard copy, or other format, and all copies of all such material, will be returned or destroyed within two weeks after the Final Approval Order becomes final and nonappealable, and Plaintiffs' counsel will provide an affirmation confirming such return or destruction and that no copies of the documents and information in any format have been or will be given to third parties. With respect to *Randolph* and *Schnall*, Plaintiffs' counsel will comply with the terms of the existing Protective Orders entered in those cases. In the event of a conflict between this Settlement Agreement, and the Protective Orders, the Protective Orders will control.

MISCELLANEOUS PROVISIONS

63. Parties' Authority: The Parties warrant and represent that (a) the persons executing this Agreement are duly authorized to do so; (b) no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other entity or person; (c) they have carefully read this Agreement, have consulted their attorneys

regarding this Agreement, and fully understand and voluntarily accept the terms and conditions of this Agreement; and (d) they have relied upon their own judgment and that of their legal counsel regarding the consideration for this Agreement and that no statement or representation by any of the other Parties or their agents, employees, officers, directors or legal representatives influenced or induced them to execute this Agreement.

64. No Assignment: Each Party represents, covenants, and warrants that he or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he or it herein releases.

65. Binding on Assigns: This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

66. Captions: Titles or captions contained herein are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

67. Construction: The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or his or its counsel, participated in the drafting of this Settlement Agreement, or any part thereof.

68. Governing Law: This Agreement shall be construed under and governed by the laws of California without regard to laws applicable to choice of law.

69. Integration Clause: This Settlement Agreement, including the Class Notice Program and Claim Form(s) referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth in this Settlement

Agreement. This Settlement Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Lawsuits.

70. Jurisdiction: The Parties agree that the Court shall retain exclusive and continuing jurisdiction after entry of the Final Approval Order and Judgment, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement.

71. Presiding Judicial Officer: The Parties agree to jointly request that The Honorable Christina A. Snyder preside over the settlement approval process, including without limitation, any application for an award of attorneys' fees, costs, and expenses or for approval of the allocation of Settlement benefits. In the event that Judge Snyder is unable or unwilling to preside, the Parties agree to jointly request that the settlement approval process be presided over by a single different judge of the United States District Court for the Central District of California.

72. No Collateral Attack: This Settlement Agreement shall not be subject to collateral attack by any Class Members or their representatives any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Settlement Class Member's claim was improperly denied, that the payment to a Settlement Class Member (other than those who exclude themselves from the Settlement Class) was improperly calculated, and/or that a Settlement Class Member failed to receive timely notice of the Settlement.

73. Modifications: This Agreement may not be changed, modified, or amended except in writing signed by all Parties and approved by the Court and may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

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

75. Terms and Conditions Not Superseded: Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and

conditions applicable in the ordinary course to the relationship between ATTM and its customers, or to the services provided by ATTM and purchased by its customers, except as expressly set forth herein.

76. Settlement Conditioned on Certain Matters: This entire Settlement Agreement is contingent upon the Parties reaching agreement on, and the Court granting approval to, the contents of the Notice and Claim Form(s) ancillary hereto.

77. Notice: Any notice under this Agreement shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, to Class Counsel at the following addresses:

J. Paul Gignac
ARIAS OZZELLO & GIGNAC LLP
115 S. La Cumbre Lane , Suite 300
Santa Barbara, CA 93105

Peter J. Bezek
Robert A. Curtis
FOLEY BEZEK BEHLE & CURTIS, LLP
15 West Carrillo Street
Santa Barbara, CA 93101

David E. Breskin
BRESKIN JOHNSON & TOWNSEND PLLC
1111 - 3rd Avenue, Suite 2230
Seattle, WA 98101

William W. Houck
HOUCK LAW FIRM P.S.
4045 262nd Ave. SE
Issaquah, WA, 98029

Hunter Pyle
SUNDEEN, SALINAS & PYLE
1330 Broadway, Suite 1830
Oakland, CA 94612

And to AWS' counsel at the following addresses:

Steven P. Rice
CROWELL & MORING LLP
3 Park Plaza, 20th Floor
Irvine, CA 92614

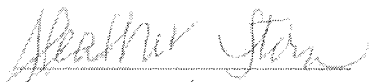
Michael E. Kipling
KIPLING LAW GROUP PLLC
3601 Fremont Avenue N, Suite 414
Seattle, Washington 98103

78. Counterparts: This Agreement may be executed by facsimile or scanned signatures in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same valid and binding agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf and/or by its duly authorized counsel of record, all as of the date(s) set forth below.

Representative Plaintiffs:

Representative Plaintiff Heather Stern:



Dated: MARCH 28, 2010

Representative Plaintiff Martin Schnall:

Dated: _____, 2010

Representative Plaintiff Nathan Riensche:

Dated: _____, 2010

Michael E. Kipling
KIPLING LAW GROUP PLLC
3601 Fremont Avenue N, Suite 414
Seattle, Washington 98103

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Representative Plaintiffs:

Representative Plaintiff Heather Stern:

Dated: _____, 2010

Representative Plaintiff Martin Schnall:



Dated: APRIL, 1, _____, 2010

Representative Plaintiff Nathan Riensche:

Dated: _____, 2010

Michael E. Kipling
KIPLING LAW GROUP PLLC
3601 Fremont Avenue N, Suite 414
Seattle, Washington 98103

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Representative Plaintiffs:

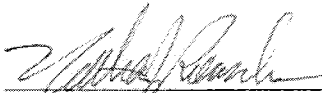
Representative Plaintiff Heather Stern:

Dated: _____, 2010

Representative Plaintiff Martin Schnall:

Dated: _____, 2010

Representative Plaintiff Nathan Riensche:



Dated: March 29, 2010

Representative Plaintiff Kelly Lemons:



Dated: 5 April, 2010

Representative Plaintiff John Girard:

Dated: _____, 2010

Representative Plaintiff Brooke Randolph:

Dated: _____, 2010

Class Counsel:

By: _____

J. Paul Gignac

Arias Ozzello & Gignac LLP

Dated: _____, 2010

Representative Plaintiff Kelly Lemons:

Dated: _____, 2010

Representative Plaintiff John Girard:



Dated: March 31, 2010

Representative Plaintiff Brooke Randolph:

Dated: _____, 2010

Class Counsel:

By: _____

J. Paul Gignac

Arias Ozzello & Gignac LLP

Dated: _____, 2010


Representative Plaintiff Kelly Lemons:

Dated: _____, 2010

Representative Plaintiff John Girard:

Dated: _____, 2010

Representative Plaintiff Brooke Randolph:



Dated: March 31, 2010

Class Counsel:

By: _____

J. Paul Gignac

Arias Ozzello & Gignac LLP

Dated: _____, 2010

Representative Plaintiff Kelly Lemons:

Dated: _____, 2010


Representative Plaintiff John Girard:

Dated: _____, 2010

Representative Plaintiff Brooke Randolph:

Dated: _____, 2010

Class Counsel:

By: 

J. Paul Gignac

Arias Ozzello & Gignac LLP

Dated: March 26th, 2010

By: _____

Peter J. Bezek

Foley Bezek Behle & Curtis, LLP

Dated: 4-19-10, 2010

By: _____

David Breskin

Breskin Johnson & Townsend PLLC

Dated: _____, 2010

By: _____

William W. Houck

Houck Law Firm

Dated: _____, 2010

By: _____

Hunter Pyle

Sundeen, Salinas & Pyle

Dated: _____, 2010

AWS:

By: _____

Its _____

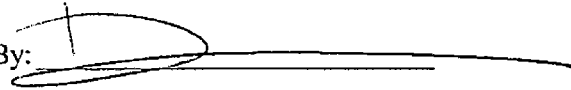
Dated: _____, 2010

By: _____

Peter J. Bezek

Foley Bezek Behle & Curtis, LLP

Dated: _____, 2010

By: 

David Breskin

Breskin Johnson & Townsend PLLC

Dated: 3/29/10, 2010

By: _____

William W. Houck

Houck Law Firm

Dated: _____, 2010

By: _____

Hunter Pyle

Sundeen, Salinas & Pyle

Dated: _____, 2010

AWS:

By: _____

Its _____

Dated: _____, 2010

By: _____

Peter J. Bezek

Foley Bezek Behle & Curtis, LLP

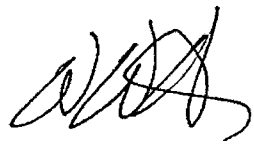
Dated: _____, 2010

By: _____

David Breskin

Breskin Johnson & Townsend PLLC

Dated: _____, 2010

By:  _____

William W. Houck

Houck Law Firm

Dated: 4/1/2010, 2010

By:  _____

Hunter Pyle

Sundeen, Salinas & Pyle

Dated: 3/29, 2010

AWS:

By: _____

Its _____

Dated: _____, 2010

By: _____

Peter J. Bezek

Foley Bezek Behle & Curtis, LLP

Dated: _____, 2010

By: _____

David Breskin

Breskin Johnson & Townsend PLLC

Dated: _____, 2010

By: _____

William W. Houck

Houck Law Firm

Dated: _____, 2010

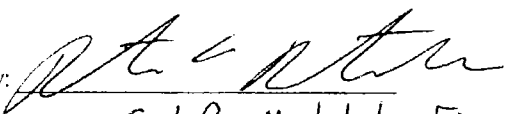
By: _____

Hunter Pyle

Sundeen, Salinas & Pyle

Dated: _____, 2010

AWS:

By: 
Its SVP-Mobility Finance

Dated: 3-29-10, 2010