

EXHIBIT A

LEGAL NOTICE

IF YOU WERE AN AT&T WIRELESS CUSTOMER AFTER MARCH 1, 1999, YOU COULD RECEIVE BENEFITS FROM CLASS ACTION SETTLEMENTS.

Para ver este aviso en español, visite www.awssettlement.com o llame 1-866-249-8109

Subject to Court approval, settlements were reached of class action lawsuits against AT&T Wireless Services, Inc. ("AWS") regarding challenges to: (1) charges for mMode Data Service ("mMode") and ENH Discount International Dial ("EDID"), if they were unauthorized or not understood; (2) charges for cellular telephone calls during a billing period other than the one in which the calls were made ("Out-of-Cycle Billing"), if not understood; and (3) imposition of Universal Connectivity Charges ("UCC"), if not understood (collectively, "Settled Claims"). The Settlements concern practices of AWS, which was merged out of existence in 2004, not Cingular Wireless or AT&T Mobility. AWS denies any wrongdoing, but settled to avoid further litigation.

You may be a class member if you:

- o live in the U.S. or its territories, were an AWS subscriber after December 20, 2001, and were billed and paid, but not refunded in full, for mMode or EDID;
- o live in California, initiated AWS service under a "One Rate-type" plan after March 1, 1999, and were charged for calls during a billing period other than the one in which the calls were made; or
- o live in the U.S. or its territories, were an AWS subscriber after March 1, 1999, and paid, but were not refunded or credited, for UCC charges.

You may be a member of multiple classes.

If the Settlements are approved, Class Members may receive:

- o mMode: \$8 check
- o EDID: \$10 check
- o Out of Cycle Billing: \$8 check *or* 250 minute calling card
- o UCC: \$7 check.

Who represents you?

Class Members are represented by Arias Ozzello & Gignac, Foley Bezek Behle & Curtis, Breskin Johnson & Townsend, the Houck Law Firm, and Sundeen, Salinas & Pyle. Class Counsel will request the Court to award attorneys' fees and expenses, which *will not* be paid by Class Members or from class benefits.

What are my Options?

To receive benefits, Class Members *must* submit a Claim Form (available at www.awssettlement.com or 1-866-249-8109) by [insert].

You may exclude yourself from the lawsuits and keep your individual right to sue AWS, by sending a written request for exclusion to the Claims Administrator by [insert]. If you do not exclude yourself, you will be bound by the Settlements' terms and give up your rights to sue regarding the Settled Claims.

If you do not exclude yourself, you or your lawyer may appear before the Court and object to the proposed Settlements. If you choose to appear through an attorney, you are responsible for paying that attorney. Objections must be filed and served by [insert]. You will be bound by the Settlements' terms even if your objection is rejected.

The Court will determine whether to approve the Settlements at a Fairness Hearing on [insert] at [insert] at the United States District Court for the Central District of California at 312 N. Spring Street, Los Angeles, California 90012, Courtroom 5.

This notice is only a summary. For further information visit: www.awssettlement.com, call: 1-866-249-8109, or write: AT&T Wireless Settlement, Claims Administrator, c/o The Garden City Group, Inc., P.O. Box 9482, Dublin, OH 43017-4582.

LEGAL NOTICE

**IF YOU WERE AN AT&T WIRELESS CUSTOMER AFTER MARCH 1, 1999,
YOU COULD RECEIVE BENEFITS FROM CLASS ACTION SETTLEMENTS.**

Para ver este aviso en español, visite www.awssettlement.com o llame 1-866-249-8109

Subject to Court approval, settlements were reached of class action lawsuits against AT&T Wireless Services, Inc. ("AWS") regarding challenges to: (1) charges for mMode Data Service ("mMode") and ENH Discount International Dial ("EDID"), if they were unauthorized or not understood; (2) charges for cellular telephone calls during a billing period other than the one in which the calls were made ("Out-of-Cycle Billing"), if not understood; and (3) imposition of Universal Connectivity Charges ("UCC"), if not understood (collectively, "Settled Claims"). The Settlements concern practices of AWS, which was merged out of existence in 2004, not Cingular Wireless or AT&T Mobility. AWS denies any wrongdoing, but settled to avoid further litigation.

You may be a class member if you:

- o live in the U.S. or its territories, were an AWS subscriber after December 20, 2001, and were billed and paid, but not refunded in full, for mMode or EDID;
- o live in California, initiated AWS service under a "One Rate-type" plan after March 1, 1999, and were charged for calls during a billing period other than the one in which the calls were made; or
- o live in the U.S. or its territories, were an AWS subscriber after March 1, 1999, and paid, but were not refunded or credited, for UCC charges.

You may be a member of multiple classes.

If the Settlements are approved, Class Members may receive:

- o mMode: \$8 check
- o EDID: \$10 check
- o Out of Cycle Billing: \$8 check or 250 minute calling card
- o UCC: \$7 check.

Who represents you?

Class Members are represented by Arias Ozzello & Gignac, Foley Bezek Behle & Curtis, Breskin Johnson & Townsend, the Houck Law Firm, and Sundeen, Salinas & Pyle. Class Counsel will request the Court to award attorneys' fees and expenses, which *will not* be paid by Class Members or from class benefits.

What are my Options?

To receive benefits, Class Members *must* submit a Claim Form (available at www.awssettlement.com or 1-866-249-8109) by [insert].

You may exclude yourself from the lawsuits and keep your individual right to sue AWS, by sending a written request for exclusion to the Claims Administrator by [insert]. If you do not exclude yourself, you will be bound by the Settlements' terms and give up your rights to sue regarding the Settled Claims.

If you do not exclude yourself, you or your lawyer may appear before the Court and object to the proposed Settlements. If you choose to appear through an attorney, you are responsible for paying that attorney. Objections must be filed and served by [insert]. You will be bound by the Settlements' terms even if your objection is rejected.

The Court will determine whether to approve the Settlements at a Fairness Hearing on [insert] at [insert] at the United States District Court for the Central District of California at 312 N. Spring Street, Los Angeles, California 90012, Courtroom 5.

This notice is only a summary. For further information visit: www.awssettlement.com, call: 1-866-249-8109, or write: AT&T Wireless Settlement, Claims Administrator, c/o The Garden City Group, Inc., P.O. Box 9482, Dublin, OH 43017-4582.

www.awssettlement.com

1-866-249-8109

File Name: Att_Parade.indd
Publication: Parade
Size: 3/10 page on 3 col. (5.125 x 4.75)
Create Date/Time: 4/26/10 @ 10:00 AM PT
Operator: KS
Last Edit Time: 5/10/10 @ 7:00 PM PT
Operator: TOC

EXHIBIT B

LEGAL NOTICE:
IF YOU WERE AN AT&T WIRELESS CUSTOMER AFTER MARCH 1, 1999,
YOU COULD RECEIVE BENEFITS FROM CLASS ACTION SETTLEMENTS.

A federal court authorized this communication. This is not a solicitation from a lawyer.

Please do not contact AT&T Wireless or the Court for information.

Proposed settlements have been reached in several class actions that challenge the following alleged former billing practices of AT&T Wireless Services, Inc., a company that was merged out of existence in 2004, and certain related entities, including Santa Barbara Cellular Systems, Ltd. (“AWS”):

(1) charges for mMode Data Service (“mMode”), if the subscriber did not authorize the charges or understand the disclosures about the charges;

(2) charges for ENH Discount International Dial (“EDID”), if the subscriber did not authorize the charges or understand the disclosures about the charges;

(3) charges for cellular telephone calls during a billing period other than the billing period in which the calls were made (“Out-of-Cycle Billing”), if the subscriber did not understand the disclosures about the charges; and

(4) imposition of the Universal Connectivity Charge (“UCC”), if the subscriber was not aware at the time of subscribing that the UCC would be charged (collectively, the “Settled Claims”).

The representative plaintiffs claim that these practices violate the Federal Communications Act and consumer protection laws of California, Washington, and other states and territories of the United States. AWS strongly denies the representative plaintiffs’ claims of any wrongdoing, but has agreed to settle to avoid the burden and cost of further litigation. The Settlements do not concern the practices of Cingular Wireless or AT&T Mobility. You may be a Class Member if you were an AWS subscriber after March 1, 1999. Defined terms used in this Notice, other than those defined in this Notice, shall have the same meaning as set forth in the Settlement Agreements.

Your Legal Rights Are Affected Even If You Do Not Act. Read This Notice Carefully.

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May:	Summary:	Due Date:
Submit a Claim	This is the only way to receive a payment. You may be eligible for money or compensation if approved. You will be bound by the terms of the Settlements and give up your right to sue on your own regarding any claims that are part of the Settlements.	[Insert].
Ask to Be Excluded	You can opt out of the Settlements and will not be eligible for money or compensation from the Settlements. But you keep your right to sue on your own regarding any claims that are part of the Settlements.	[Insert].
Submit an Objection	You write to the Court and explain why you do not like the Settlements. You may appear and speak at the Fairness Hearing on your own or through your own lawyer to object to or comment on the Settlements. You will be bound by the terms of the Settlements, and you give up your right to sue on your own regarding any claims that are part of the Settlements.	[Insert].
Do Nothing	You receive no money or compensation. You give up your right to sue on your own regarding any claims that are part of the Settlements.	N/A

THESE RIGHTS AND OPTIONS

- AND THE DEADLINES TO EXERCISE THEM -

ARE EXPLAINED IN THIS NOTICE.

Questions? Visit www.awssettlement.com or Call 1.866.249.8109
 Para ver este aviso en español, visite www.awssettlement.com o llame 1.866.249.8109

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
1. Why is there a Notice?	3
2. What is a class action and who is involved?	3
3. What lawsuits are involved in these Settlements?	3
4. What are the Class Actions about?	3
5. Why do these lawsuits qualify as class actions?	4
6. Why are there Settlement Agreements?	4
WHO IS IN THE SETTLEMENTS?	4
7. Am I a Class Member?	4
THE TERMS OF THE PROPOSED SETTLEMENTS	6
8. What benefits do the Settlement Agreements provide?	6
9. Is there any money available now?	7
YOUR RIGHTS AND OPTIONS	8
10. What happens if I do nothing?	8
11. If I remain in the Settlement Classes, what claims am I giving up?	8
12. Why would I ask to be excluded?	8
13. How do I exclude myself from the Settlement Classes?	8
14. Can I object to the Settlements?	8
15. When is the Fairness Hearing?	9
16. Do I have to attend the Fairness Hearing?	9
17. May I speak at the Fairness Hearing?	9
THE LAWYERS REPRESENTING YOU	10
18. Do the Settlement Classes have a lawyer?	10
19. Should I get my own lawyer?	10
20. How will Class Counsel be paid?	10
21. Will the Class Representatives request any payments in addition to the Settlement Benefits?	10
GETTING MORE INFORMATION	11
22. Where can I get more information?	11
23. May I contact AWS directly?	11

BASIC INFORMATION

1. Why is there a Notice?

The parties are sending this Notice to inform potential Class Members about proposed Settlements of certain class action lawsuits, before the Court decides whether to approve the Settlements. This Notice explains:

- What the lawsuits and the Settlements are about.
- Who the Settlements affect.
- Who represents the Class Members in the lawsuits.
- What your legal rights and choices are.
- How and by when you need to act.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people, called “Class Representatives,” sue on behalf of people who have similar claims. The people together are called the “Class” or “Class Members.” The people who initiated the lawsuits (“Plaintiffs”) and the company being sued, AWS, have reached proposed Settlements of several lawsuits. The Court that is considering whether to approve the Settlements has allowed, or “certified,” certain of these class actions for purposes of settlement, and all decisions that the Court makes concerning the Settlements will affect everyone in the Class.

3. What lawsuits are involved in these Settlements?

The class action cases involved in these Settlements are as follows (collectively, the “Class Actions”):

- *Lozano v. AT&T Wireless Services, Inc., et al.*, Case No. CV 02-00090 CAS (AJWx) (Central District of California);
- *Randolph, et al. v. AT&T Wireless Services, Inc., et al.*, Case No. RG05193855 (Alameda Superior Court, California);
- *Schnall, et al. v. AT&T Wireless Services, Inc., et al.*, Case No. 02-2-05776-4 (King County Superior Court, Washington);
- *Stern v. AT&T Mobility Corp., et al.*, Case No. CV 05-8842 CAS (CTx) (Central District of California) (“*Stern I*”); and
- *Stern v. New Cingular Wireless Services, Inc., et al.*, Case No. SACV 09-1112 CAS (AGRx) (Central District of California) (“*Stern II*”).

Although five cases are involved in the Settlement Agreements, one judge, Judge Christina A. Snyder of the United States District Court for the Central District of California (the “Court”), will consider whether to approve all of the Settlements.

4. What are the Class Actions about?

The Class Actions allege that AWS violated state and federal laws by imposing:

- (1) charges for mMode, if subscribers did not authorize the charges or did not understand the disclosures about the charges;
- (2) charges for EDID, if subscribers did not authorize the charges or did not understand the disclosures about the charges;
- (3) the Universal Connectivity Charge (“UCC”), if subscribers were not aware at the time of subscribing that the UCC would be charged; and

- (4) charges for cellular telephone calls during a billing period other than the billing period in which the calls were made (Out-of-Cycle Billing), if subscribers did not understand the disclosures about the charges.

AWS strongly denies any wrongdoing, but has agreed to settle to avoid the burden and cost of further litigation.

AT&T Wireless Services, Inc., was merged out of existence in 2004, when it combined with Cingular Wireless. Subsequently, Cingular Wireless merged with AT&T Mobility. These lawsuits do not concern the conduct or billing practices of Cingular Wireless or AT&T Mobility.

5. Why do these lawsuits qualify as class actions?

These lawsuits qualify as class actions for purposes of settlement because they meet the requirements of Rule 23 of the Federal Rules of Civil Procedure. In order to be considered a class action, Rule 23 requires the following:

- o That there are too many Class Members to be joined in a single action;
- o That there are common and predominant questions of law or fact;
- o That the claims of the class representative are typical of other Class Members, and their counsel can protect the interests of the whole class; and
- o That a class action is the best way to resolve the claims and disputes in the action.

6. Why are there Settlements?

The Court did not decide in favor of plaintiffs or defendants. The Class Representatives and Class Counsel (listed below) believe that the claims asserted in the Class Actions have merit, but that the Settlements are in the best interests of the Settlement Classes. Class Counsel have evaluated information made available in the course of the Class Actions and settlement negotiations and have taken into account the risks and uncertainties of proceeding with the Class Actions. Those risks include the uncertainty of prevailing on the merits, proving substantial damages at trial, and prevailing on post-trial motions and likely appeals. Based upon their consideration of these factors, and on the substantial time and expense that will be incurred, Class Counsel believe it is in the best interests of the Settlement Classes to settle the Class Actions on the terms described below.

AWS denies any wrongdoing and does not believe that it has any liability to the Class Representatives or the Settlement Classes. However, AWS believes that it is in its best interest to settle the Class Actions, under the terms of the Settlement Agreements and obtain closure on these matters to avoid the uncertainty, expense, and diversion of business resources resulting from further litigation.

The parties engaged in extensive settlement negotiations, conducted substantial discovery and exchanged significant amounts of information about the Class Actions. After participating in multiple days of mediation before a retired Justice of the California Court of Appeal, the parties reached three agreements that settle the Class Actions: (1) the *Stern I* Settlement, (2) the *Lozano* Settlement, and (3) the UCC Settlement (settling *Randolph* and *Schnall* in their entirety and the UCC claims brought in *Stern II*) (collectively, the "Settlement Agreements"). To obtain a copy of the Settlement Agreements, please go to www.awssettlement.com.

This notice does not imply that any court has found or would have found that AWS violated the law or that the Classes would have recovered any amount of damages if the Class Actions were not settled.

WHO IS IN THE SETTLEMENTS?

To find out if you are entitled to benefits from these Settlements, you first have to determine if you are a Class Member.

7. Am I a Class Member?

The Settlement Agreements involve the following classes (the "Settlement Classes").

- You are a member of the *Stern I* Settlement Class if:
 - You are a resident of the United States or its territories who subscribed with AWS for wireless telephone service, whether as a new customer or as a preexisting customer, at any time from December 20, 2001 through the Effective Date¹ of the *Stern I* Settlement Agreement (the “*Stern I* Class Period”), and who at any time during the Class Period was billed and paid, but was not refunded in full, for mMode and/or EDID.
 - You are not a:
 - current or former employee, officer, director, agent, or legal representative of AWS or AT&T Mobility (“ATTM”) and their affiliated entities;
 - government agency;
 - subscriber to any pre-paid rate plan;
 - person with a Corporate B2B account; or
 - person who has an outstanding balance due on your AWS account that was terminated during the *Stern I* Class Period, of eight dollars (\$8.00) or more (determined as of the first date that Notice is provided to the Settlement Class).
- You are a member of the *Lozano* Settlement Class if:
 - You are a resident of the State of California, who initiated cellular telephone service with AWS under a “One Rate-type” plan on or after March 1, 1999, and who, at any time between March 1, 1999 and the Effective Date of the *Lozano* Settlement Agreement (the “*Lozano* Class Period”), was charged by AWS for cellular telephone calls during a billing period other than the billing period in which the calls were made (Out-of-Cycle Billing).
 - “One Rate-type” plans include, but are not limited to, all Digital One Rate Plans, AT&T Personal Network \$29.99, AT&T Advantage Business plans, AT&T Advantage \$49.99 Digital, AT&T Digital PCS \$24.99 Plan, AT&T Digital PCS \$39.99 Plan, AT&T Digital Pcs \$69.99 Plan, AT&T Digital Pcs \$99.99 Plan, AT&T Advantage Bus 500 Digital, AT&T Business Pool Digital, AT&T Advantage Simple Rate, AT&T Adv \$24.99 Digital, AT&T Adv \$34.99 Digital, AT&T Adv \$39.99 Digital, AT&T Adv \$49.99 Digital, AT&T Adv \$69.99 Digital, AT&T Adv \$99.99 Digital, AT&T Digital Pcs \$19.99 Plan, AT&T Advantage Small Bus 2 Digital Pcs, AT&T Advantage Region Corp 10, AT&T Advantage Region Corp 1, AT&T Advantage Region Corp 3, AT&T Advantage Region Corp 4, AT&T Advantage Region Corp 5, AT&T Advantage Region Corp 6, AT&T Advantage Region Corp 8, AT&T Advantage Companion Dig, AT&T Advantage Region Corp 11, AT&T Advantage Plus \$19.95, AT&T Advantage Plus \$24.99, AT&T Advantage Plus \$39.99, AT&T Advantage Plus \$49.99, AT&T Advantage National I Digital, National Plan - D, AT&T Advantage Nat'l Account, AT&T Advantage Flex 50, and AT&T Advantage State Digital.
 - You are not a:
 - current or former employee, officer, director, agent, or legal representative of AWS or ATTM and their affiliated entities;
 - government agency;

¹ The precise date of the Effective Date is not yet known, but it will occur sometime after [insert], the current hearing date for the Fairness Hearing. The “Effective Date” is defined in each of the Settlement Agreements as the first 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. All of the Settlement Agreements are available at www.awssettlement.com.

- subscriber to any pre-paid rate plan;
 - person with a Corporate B2B account; or
 - person who has an outstanding balance due on your AWS account that was terminated during the *Lozano* Class Period, of eight dollars (\$8.00) or more (determined as of the date Notice is provided to the Settlement Class).
- You are a member of the UCC Settlement Class if:
 - You are a resident of the United States or its territories and an AWS customer who paid, and was not previously refunded or credited, Universal Connectivity Charges between March 1, 1999 and the Effective Date of the UCC Settlement Agreement.
 - You are not a:
 - current or former employee, officer, director, agent, or legal representative of AWS or ATTM and their affiliated entities;
 - government agency;
 - subscriber to any pre-paid rate plan;
 - person with a Corporate B2B account; or
 - 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.

You may be a member of more than one of these classes.

THE TERMS OF THE PROPOSED SETTLEMENTS

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreements. **The entire contents of all three Settlement Agreements are posted on the website, www.awssettlement.com.** To take effect, the Settlement Agreements must be approved by the Court.

8. What benefits do the Settlement Agreements provide?

Class Members who submit a Claim Form that is approved will be eligible for the following payments:

- *Stern I Settlement Class Members:*
 - If you did not understand what mMode meant when it appeared on your bill or did not authorize AWS to bill you for mMode, and if you submit an Approved Claim Form, then you will receive a benefit in the form of a check in the amount of \$8.00.
 - If you did not understand what EDID meant when it appeared on your bill or did not authorize AWS to bill you for EDID, and if you submit an Approved Claim Form, then you will receive a benefit in the form of a check in the amount of \$10.00.
 - You may receive one benefit per line charged for mMode and one benefit per line charged for EDID.

- You may submit a Claim Form, and receive benefits, for both mMode and EDID if both claims are Approved Claims.
- Lozano Settlement Class Members:
 - If you did not understand when you signed up for a One Rate-type plan with AWS that calls made during one billing cycle may be charged as if made in another billing cycle (Out-of-Cycle Billing) and if you submit an Approved Claim Form, then you will receive a benefit in the form of either:
 - i. a check in the amount of \$8.00; or
 - ii. a calling card for 250 minutes of domestic state-to–state calls, subject to the terms and conditions provided at www.awssettlement.com/[insert specific page].
 - You will be required to select one benefit or the other. If you do not select a benefit, then, by default, you will be provided with the calling card benefit.
 - You may only receive one benefit per line.
- UCC Settlement Class Members:
 - You will receive a benefit in the form of a check in the amount of \$7.00 if:
 - i. You submit an Approved Claim Form;
 - ii. You were not aware at the time you subscribed that the UCC would be charged;
 - iii. It would have made a difference to you had you known about the UCC at the time you subscribed; and
 - iv. If you are a former AWS customer who is not a current customer of AT&T Mobility, your AWS account was paid in full prior to submitting a Claim Form.
 - You may receive one benefit per line charged.
- Additional Benefits:
 - ATTM will 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 each of the Settlement Agreements, and instruct them to respond to customer inquiries accordingly.
 - Within thirty days of the Effective Date of the *Lozano* Settlement Agreement, ATTM will provide a modified disclosure of the practice of out-of-cycle billing to all of its One Rate-type plan customers.

9. Is there any money available now?

No. No money or benefits are available now because the Court has not yet decided whether to approve the Settlement Agreements and because they have not yet become Final. There is no guarantee that money or benefits ever will be distributed; however, if you want to participate in the Settlements, you must submit a Claim Form. Claim Forms are available at www.awssettlement.com. The deadline to submit Claim Forms is [insert].

YOUR RIGHTS AND OPTIONS

You need to decide whether or not to participate in the Settlements.

10. What happens if I do nothing?

If you do nothing, you will automatically be considered part of the Settlement Classes that include you, and all of the Court's orders will apply to you and legally bind you. **Therefore, in order to receive any benefit from the Settlements, you must submit a valid Claim Form by [insert].** Claim Forms are available at www.awssettlement.com or by calling 1.866.249.8109.

11. If I remain in the Settlement Classes, what claims am I giving up?

If you remain in the Settlement Classes, you give up your right to sue in court or arbitration or be part of any other lawsuit or arbitration against AWS regarding any issues relating to the Settled Claims, including the *Stern I*, *Stern II*, *Lozano*, *Randolph*, and *Schnall* cases. Additionally, all of the Court's orders will apply to you and legally bind you.

12. Why would I ask to be excluded?

You may want to exclude yourself from one or more of the Settlement Classes if you already have filed (or intend to file) a lawsuit or arbitration against AWS for the Settled Claims and want to continue that lawsuit or arbitration individually, on your own behalf. If you do not exclude yourself, you will be legally bound by all orders of the Court in the above cases regarding the Settlement Classes, the Settlement Agreements, and the Settled Claims. If the Court approves the Settlement Agreements, all of the Settled Claims by all Class Members who do not ask to be excluded will be released. All Class Members who do not ask to be excluded will be forever barred from asserting against AWS any and all actions, claims, causes of action, proceedings, or rights of any nature and description whatsoever regarding the Settled Claims, as more fully described in the Settlement Agreements.

13. How do I exclude myself from the Settlement Classes?

You may exclude yourself ("opt-out") from the Settlement Classes by sending a written request to the Claims Administrator postmarked no later than [insert]. Your request must: (a) list your AWS mobile telephone number(s), (b) identify each of the Settlement Classes from which you wish to exclude yourself, (c) be personally signed by you, and (d) be sent to:

AT&T Wireless Settlement
Claims Administrator
c/o The Garden City Group, Inc.
P.O. Box 9482
Dublin, OH 43017-4582

You will **not** receive any money or other benefits from any Settlement from which you exclude yourself. If you exclude yourself from all of the Settlements, you will not receive any money or other benefits from any of the Settlements. However, if you exclude yourself, you will keep your right to sue or continue to sue or arbitrate against AWS in a separate case on an individual basis on your own behalf on any issues that are part of the Settled Claims in the Settlements from which you have excluded yourself.

14. Can I object to the Settlements?

Yes, **but only if you do not exclude yourself** from the Settlement Classes. Objecting is simply telling the Court that you do not like something about the Settlements. You will still be bound by all Court orders, even if your objection is rejected. All objections that are filed by the deadline of [insert] will be considered at the Fairness Hearing on [insert]. Your objection must specifically identify each of the Settlements described in this Notice to which you object. If you do not file an objection, you waive your right to appeal any Court order or judgment related to the Settlements.

To object to any of the Settlements, you must file an objection in *Stern v. AT&T Mobility Corp., et al.*, Case No. CV 05-8842 CAS (CTx). Your objection must include:

- Your name and address.
- Your contact telephone number.
- Your AWS mobile telephone number.
- Your or your representative’s signature.
- An identification of the specific Settlement(s) described in this Notice to which you object.
- The reasons for your objection.
- If you would like to appear at the Fairness Hearing, a statement indicating your intent to appear.

The deadline to file your objection and request to appear with the Court is [insert]. The address for the Court is:

Clerk of the Court
 U.S. District Court for the Central District of California
 312 N. Spring Street
 Los Angeles, CA 90012

You must also serve your objection on counsel for both parties, as follows:

For Objections to the <i>Lozano</i> Settlement	For Objections to the <i>Stern I</i> Settlement	For Objections to the UCC Settlement
Robert A. Curtis Foley Bezek Behle & Curtis LLP 15 West Carrillo Street Santa Barbara, CA 93101	J. Paul Gignac Arias Ozzello & Gignac LLP 115 S. La Cumbre Lane, Suite 300 Santa Barbara, CA 93105	William W. Houck Houck Law Firm P.S. 4045 262nd Ave. SE Issaquah, WA 98029
Steven P. Rice Crowell & Moring LLP 3 Park Plaza, 20th Floor Irvine, CA 92614	Steven P. Rice Crowell & Moring LLP 3 Park Plaza, 20th Floor Irvine, CA 92614	Steven P. Rice Crowell & Moring LLP 3 Park Plaza, 20th Floor Irvine, CA 92614

15. When is the Fairness Hearing?

The Court will hold a Fairness Hearing on [insert], at [insert] in Courtroom 5 of the United States District Court for the Central District of California, located at 312 N. Spring Street, Los Angeles, CA 90012. The Court will consider if:

- The Settlements are fair, reasonable, and adequate;
- The Settlements should be approved; and
- There are any objections to the Settlements.

16. Do I have to attend the Fairness Hearing?

No. Your attendance at the Fairness Hearing is not required even if you submit a written objection or comment. However, you or your attorney may attend the hearing at your own expense.

17. May I speak at the Fairness Hearing?

Yes. You may speak at the Fairness Hearing to object to the Proposed Settlements, but only if you filed a written objection as described above. Your objection must include a statement that you intend to appear and be heard at the Fairness Hearing. You may also enter an appearance through an attorney hired at your own expense. Until the Court makes a decision on whether the Settlements should be approved, neither you nor your representatives can pursue or file a lawsuit or arbitration against AWS that relates to the Settled Claims.

18. Do the Settlement Classes have a lawyer?

Yes. The Court appointed the law firms of Arias Ozzello & Gignac LLP, Foley Bezek Behle & Curtis LLP, Breskin Johnson & Townsend PLLC, the Houck Law Firm P.S., and Sundeen, Salinas & Pyle to represent you and the other Class Members. They are called “Class Counsel.” More information about these law firms, their practices, and their lawyers is available at www.aogllp.com, www.foleybezek.com, www.bjtlegal.com, www.houcklaw.com and/or www.ssrplaw.com.

19. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire an attorney at your own expense to represent you and speak on your behalf.

20. How will Class Counsel be paid?

Class Counsel will move the Court for an award of reasonable attorneys’ fees and reimbursement of expenses incurred as a result of each of the Class Actions. The motion(s) by Class Counsel for attorneys’ fees, for reimbursement of expenses and for incentive awards for the Class Representatives will be filed with the Court on or before [insert] and will be posted on the website at www.awssettlement.com. If you wish to review them, you may do so by visiting the website after [insert].

Class Counsel have agreed to limit their requests as follows:

- Class Counsel in *Stern I* will apply for an award of reasonable attorneys’ fees in an amount not to exceed \$2,725,000 and expenses in an amount not to exceed \$45,000.
- Class Counsel in *Lozano* will apply for an award of reasonable attorneys’ fees in an amount not to exceed \$4,625,000 and verifiable expenses in an amount not to exceed \$105,000.
- Class Counsel in *Randolph* and *Schnall* will apply for an award of reasonable attorneys’ fees in an amount not to exceed \$5,300,000 and verifiable expenses in an amount not to exceed \$450,000.
- Counsel for Heather Stern in *Stern II* will apply for an award of reasonable attorneys’ fees in an amount not to exceed \$350,000 and verifiable expenses in an amount not to exceed \$10,000.

ATTM has agreed to pay any attorneys’ fees and expenses that the Court awards up to these amounts. The money for these attorneys’ fees and expenses **will not** be paid by the Class Members or from the benefits provided to Class Members.

21. Will the Class Representatives request any payments in addition to the Settlement Benefits?

Yes. Class Counsel will apply to the Court for an incentive award of up to \$7,500 per Representative Plaintiff for each of the following Representative Plaintiffs: (a) Heather Stern (for *Stern I*); (b) Paul Lozano; (c) Martin Schnall; (d) Nathan Riensche; (e) Kelly Lemons; (f) John Girard; and (g) Brooke Randolph. Class Counsel also will apply to the Court for an additional incentive award of up to \$3,500 for Heather Stern, who is the Representative Plaintiff in *Stern II* in addition to being the Representative Plaintiff in *Stern I*.

ATTM has agreed to pay to each Representative Plaintiff any incentive award that the Court awards up to these amounts. The money for these incentive awards **will not** be paid by the Class Members or from the benefits provided to Class Members.

GETTING MORE INFORMATION

22. Where can I get more information?

This notice is only a summary of relevant court documents. Complete copies of case-related documents are available at www.awssettlement.com. If you have further questions, you may:

- Call the toll free number: 1-866-249-8109
- Visit the Settlement website at: www.awssettlement.com
- Write to the Claims Administrator:

AT&T Wireless Settlement
 Claims Administrator
 c/o The Garden City Group, Inc.
 P.O. Box 9482
 Dublin, OH 43017-4582

- If you wish to contact Plaintiffs' counsel regarding the Settlements, you may contact them directly as follows:

For the <i>Lozano</i> Settlement	For the <i>Stern I</i> Settlement	For the UCC Settlement
Robert A. Curtis Foley Bezek Behle & Curtis LLP 15 West Carrillo Street Santa Barbara, CA 93101 (805) 962-9495 rcurtis@foleybezek.com	J. Paul Gignac Arias Ozzello & Gignac LLP 115 S. La Cumbre Lane, Suite 300 Santa Barbara, CA 93105 (805) 683-7400 j.paul@aogllp.com	William W. Houck Houck Law Firm P.S. 4045 262nd Ave. SE Issaquah, WA 98029 (425) 392-7118 houcklaw@gmail.com

23. May I contact AWS directly?

No. Please do not contact the Court or AWS's attorneys. They are not in a position to give you any advice.

EXHIBIT C

Home Page

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website



AT&T Wireless Services, Inc. Settlement Website www.AWSSettlement.com

[| Sitio Web en Español |](#)

[Home](#)

[Important Dates](#)

[Claim Form](#)

[Notices](#)

[FAQs](#)

[Court Documents](#)

[Glossary of Terms](#)

[Additional Information](#)

 **Toll-Free Number**
1 (866) 249-8109

Overview

Proposed settlements have been reached in several class actions that challenge the following alleged former billing practices of AT&T Wireless Services, Inc., a company that was merged out of existence in 2004, and certain related entities, including Santa Barbara Cellular Systems, Ltd. ("AWS"):

1. charges for mNode Data Service ("mNode"), if the subscriber did not authorize the charges or understand the disclosures about the charges;
2. charges for ENH Discount International Dial ("EDID"), if the subscriber did not authorize the charges or understand the disclosures about the charges;
3. charges for cellular telephone calls during a billing period other than the billing period in which the calls were made ("Out-of-Cycle Billing"), if the subscriber did not understand the disclosures about the charges; and
4. imposition of the Universal Connectivity Charge ("UCC") if the subscriber was not aware at the time of subscribing that the UCC would be charged (collectively, the "Settled Claims").

The representative plaintiffs claim that these practices violate the Federal Communications Act and consumer protection laws of California, Washington, and other states and territories of the United States. AWS strongly denies the representative plaintiffs' claims of any wrongdoing, but has agreed to settle to avoid the burden and cost of further litigation. The Settlements do not concern the practices of Cingular Wireless or AT&T Mobility. You may be a Class Member if you were an AWS subscriber after March 1, 1999.

For a more detailed explanation of the Settlements, view the [Long Form Class Notice](#).

Legal Rights and Choices:


Submit a Claim

This is the only way to receive a payment. You may be eligible for money or compensation if approved. You will be bound by the terms of the Settlements and give up your right to sue on your own regarding any claims that are part of the Settlements.

Ask to be Excluded

You can opt out of the Settlements and will not be eligible for money or compensation from the Settlements. But you keep your right to sue on your own regarding any claims that are part of the Settlements. For further details on how to opt-out, please see Question 13 of the [Notice](#) or the [Frequently Asked Questions](#) on this website.

Submit an Objection

 Error on page.

Home Page (page 2)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

website.

Submit an Objection

You write to the Court and explain why you do not like the Settlements. You may appear and speak at the Fairness Hearing on your own or through your own lawyer to object to or comment on the Settlements. You will be bound by the terms of the Settlements, and you give up your right to sue on your own regarding any claims that are part of the Settlements. For further details on filing an objection, please see Question 14 of the [Notice](#) or the [Frequently Asked Questions](#) on this website.

Do Nothing

You receive no money or compensation. You give up your right to sue on your own regarding any claims that are part of the Settlements.

Final Approval Hearing

The Court will hold a Fairness Hearing on _____, at _____ in Courtroom 5 of the United States District Court for the Central District of California, located at 312 N. Spring Street, Los Angeles, CA 90012. The Court will consider if:

- The Settlements are fair, reasonable, and adequate;
- The Settlements should be approved; and
- There are any objections to the Settlements.

Your attendance at the Fairness Hearing is not required even if you submit a written objection or comment. However, you or your attorney may attend the hearing at your own expense.

Please Note The Following Important Dates:

Date	Event
[45 days after the Notice Date]	Exclusion Deadline (postmarked)
[45 days after the Notice Date]	Objection Deadline (received)
[90 days after the Final Approval Hearing]	Claim Form Deadline (postmarked or submitted online)
_____ at _____ x.m.	Final Approval Hearing

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved

Error on page.

Important Dates



website.

Submit an Objection

You write to the Court and explain why you do not like the Settlements. You may appear and speak at the Fairness Hearing on your own or through your own lawyer to object to or comment on the Settlements. You will be bound by the terms of the Settlements, and you give up your right to sue on your own regarding any claims that are part of the Settlements. For further details on filing an objection, please see Question 14 of the [Notice](#) or the [Frequently Asked Questions](#) on this website.

Do Nothing

You receive no money or compensation. You give up your right to sue on your own regarding any claims that are part of the Settlements.

Final Approval Hearing

The Court will hold a Fairness Hearing on _____ at _____ in Courtroom 5 of the United States District Court for the Central District of California, located at 312 N. Spring Street, Los Angeles, CA 90012. The Court will consider if:

- The Settlements are fair, reasonable, and adequate;
- The Settlements should be approved; and
- There are any objections to the Settlements.

Your attendance at the Fairness Hearing is not required even if you submit a written objection or comment. However, you or your attorney may attend the hearing at your own expense.

Please Note The Following Important Dates:

Date	Event
[45 days after the Notice Date]	Exclusion Deadline (postmarked)
[45 days after the Notice Date]	Objection Deadline (received)
[90 days after the Final Approval Hearing]	Claim Form Deadline (postmarked or submitted online)
_____ at _____ x.m.	Final Approval Hearing

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved

Claim Form

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring


File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website



AT&T Wireless Services, Inc. Settlement Website www.AWSSettlement.com

- Home
- Important Dates
- Claim Form**
- Notices
- FAQs
- Court Documents
- Glossary of Terms
- Additional Information
-  Toll-Free Number:
1 (866) 249-8109

Claim Form

The following documents are in PDF format. Acrobat Reader is required to view the PDFs. You may already have the Adobe Acrobat Reader on your computer or on disks that came with your computer. If you do, you won't need to download Adobe Acrobat. If you do not have Acrobat, [you may download the Free Adobe Acrobat Reader.](#)

- [Complete and Submit an Online Claim Form](#)
- [Download a Personalized Claim Form](#)

Before submitting personal information online, please review the [GCG Privacy Policy](#).

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved

Done

Notices

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website



AT&T Wireless Services, Inc. Settlement Website www.AWSSettlement.com

Notices

The following documents are in PDF format. Acrobat Reader is required to view the PDFs. You may already have the Adobe Acrobat Reader on your computer or on disks that came with your computer. If you do, you won't need to download Adobe Acrobat. If you do not have Acrobat, [you may download the Free Adobe Acrobat Reader.](#)

- [Long Form Class Notice](#)
- [Short Form Class Notice](#)
- [Calling Card Terms and Conditions \(Lozano\)](#)

[Home](#)

[Important Dates](#)

[Claim Form](#)

Notices

[FAQs](#)

[Court Documents](#)

[Glossary of Terms](#)

[Additional Information](#)

 **Toll-Free Number:**
1 (866) 249-8109

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved


Done, but with errors on page.

Frequently Asked Questions (page 1)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help

AT&T Wireless Services, Inc. Settlement Website



**AT&T Wireless Services, Inc.
Settlement Website**
www.AWSSettlement.com

Frequently Asked Questions

- [1. What is the Notice about?](#)
- [2. What lawsuits are involved in these Settlements?](#)
- [3. What are the Class Actions about?](#)
- [4. Am I a Class Member?](#)
- [5. What benefits do the Settlement Agreements provide?](#)
- [6. Is there any money available now?](#)
- [7. How do I exclude myself from the Settlement Classes?](#)
- [8. Can I object to the Settlements?](#)
- [9. Do the Settlement Classes have a lawyer?](#)

1. What is the Notice about?

The parties are sending the [Notice](#) to inform potential Class Members about proposed Settlements of certain class action lawsuits, before the Court decides whether to approve the Settlements. The Notice explains:

- What the lawsuits and the Settlements are about.
- Who the Settlements affect.
- Who represents the Class Members in the lawsuits.
- What your legal rights and choices are.
- How and by when you need to act.

[\(back to top\)](#)

Done

Frequently Asked Questions (page 2)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

2. What lawsuits are involved in these Settlements?

The class action cases involved in these Settlements are as follows (collectively, the "Class Actions"):

- *Lozano v. AT&T Wireless Services, Inc., et al.*, Case No. CV 02-00090 CAS (AJWx) (Central District of California);
- *Randolph, et al. v. AT&T Wireless Services, Inc., et al.*, Case No. RG05193855 (Alameda Superior Court, California);
- *Schnall, et al. v. AT&T Wireless Services, Inc., et al.*, Case No. 02-2-05776-4 (King County Superior Court, Washington);
- *Stern v. AT&T Mobility Corp., et al.*, Case No. CV 05-08842 CAS (CTx) (Central District of California) ("Stern I"); and
- *Stern v. New Cingular Wireless Services, Inc., et al.*, Case No. SACV 09-01112 CAS (AGRx) (Central District of California) ("Stern II").

Although five cases are involved in the Settlement Agreements, one judge, Judge Christina A. Snyder of the United States District Court for the Central District of California (the "Court"), will consider whether to approve all of the Settlements.

[\(back to top\)](#)

3. What are the Class Actions about?

The Class Actions allege that AWS violated state and federal laws by imposing

1. charges for mMode, if subscribers did not authorize the charges or did not understand the disclosures about the charges;
2. charges for EDID, if subscribers did not authorize the charges or did not understand the disclosures about the charges;
3. charges for cellular telephone calls during a billing period other than the billing period in which the calls were made, if subscribers did not understand the disclosures about the charges; and
4. the Universal Connectivity Charge ("UCC"), if subscribers were not aware at the time of subscribing that the UCC would be charged.

AWS strongly denies any wrongdoing, but has agreed to settle to avoid the burden and cost of further litigation.

AT&T Wireless Services, Inc., was merged out of existence in 2004, when it combined with Cingular Wireless. Subsequently, Cingular Wireless merged with AT&T Mobility. These lawsuits do not concern the conduct or billing practices of Cingular Wireless or AT&T Mobility.

[\(back to top\)](#)

4. Am I a Class Member?

The Settlement Agreements involve the following classes (the "Settlement Classes"):

- o You are a member of the *Stern I* Settlement Class if:
 - o You are a resident of the United States or its territories who subscribed with AWS for wireless

Done

Frequently Asked Questions (page 3)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer, provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

4. Am I a Class Member?

The Settlement Agreements involve the following classes (the "Settlement Classes").

- You are a member of the *Stern / Settlement Class* if:
 - You are a resident of the United States or its territories who subscribed with AWS for wireless telephone service, whether as a new customer or as a preexisting customer, at any time from December 20, 2001 through the Effective Date of the *Stern / Settlement Agreement* (the "*Stern / Class Period*"), and who at any time during the *Class Period* was billed and paid, but was not refunded in full for mMode and/or EDID.
 - You are not a:
 - current or former employee, officer, director, agent, or legal representative of AWS or AT&T Mobility ("ATTM") and their affiliated entities;
 - government agency;
 - subscriber to any pre-paid rate plan;
 - person with a Corporate B2B account; or
 - person who has an outstanding balance due on your AT&T Wireless account that was terminated during the *Stern / Class Period* of eight dollars (\$8.00) or more (determined as of the first date that Notice is provided to the Settlement Class).
- You are a member of the *Lozano Settlement Class* if:
 - You are a resident of the State of California, who initiated cellular telephone service with AWS under a "One Rate-type" plan on or after March 1, 1999, and who, at any time between March 1, 1999 and the Effective Date of the *Lozano Settlement Agreement* (the "*Lozano Class Period*"), was charged by AWS for cellular telephone calls during a billing period other than the billing period in which the calls were made ("Out-of-Cycle Billing").
 - "One Rate-type" plans include, but are not limited to, all Digital One Rate Plans, AT&T Personal Network \$29.99, AT&T Advantage Business plans, AT&T Advantage \$49.99 Digital, AT&T Digital PCS \$24.99 Plan, AT&T Digital PCS \$39.99 Plan, AT&T Digital Pcs \$69.99 Plan, AT&T Digital Pcs \$99.99 Plan, AT&T Advantage Bus 500 Digital, AT&T Business Pool Digital, AT&T Advantage Simple Rate, AT&T Adv \$24.99 Digital, AT&T Adv \$34.99 Digital, AT&T Adv \$39.99 Digital, AT&T Adv \$49.99 Digital, AT&T Adv \$69.99 Digital, AT&T Adv \$99.99 Digital, AT&T Digital Pcs \$19.99 Plan, AT&T Advantage Small Bus 2 Digital Pcs, AT&T Advantage Region Corp 10, AT&T Advantage Region Corp 1, AT&T Advantage Region Corp 3, AT&T Advantage Region Corp 4, AT&T Advantage Region Corp 5, AT&T Advantage Region Corp 6, AT&T Advantage Region Corp 8, AT&T Advantage Companion Dig, AT&T Advantage Region Corp 11, AT&T Advantage Plus \$19.95, AT&T Advantage Plus \$24.99, AT&T Advantage Plus \$39.99, AT&T Advantage Plus \$49.99, AT&T Advantage National I Digital, National Plan - D, AT&T Advantage Nat'l Account, AT&T Advantage Flex 50, and AT&T Advantage State Digital.
 - You are not a:
 - current or former employee, officer, director, agent, or legal representative of AWS or ATTM and their affiliated entities;
 - government agency;
 - subscriber to any pre-paid rate plan;
 - person with a Corporate B2B account; or

Done

Frequently Asked Questions (page 4)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help

AT&T Wireless Services, Inc. Settlement Website

ATTM and their affiliated entities:

- government agency;
- subscriber to any pre-paid rate plan;
- person with a Corporate B2B account; or
- person who has an outstanding balance due on your AT&T Wireless account that was terminated during the *Lozano Class Period* of eight dollars (\$8.00) or more (determined as of the date Notice is provided to the Settlement Class).

○ You are a member of the UCC Settlement Class if:

- You are a resident of the United States or its territories and an AWS customer who paid, and was not previously refunded or credited, Universal Connectivity Charges between March 1, 1999 and the Effective Date of the UCC Settlement Agreement.
- You are not a:
 - current or former employee, officer, director, agent, or legal representative of AWS or ATTM and their affiliated entities;
 - government agency;
 - subscriber to any pre-paid rate plan;
 - person with a Corporate B2B account; or
 - 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.

You may be a member of more than one of these Classes.

[\(back to top\)](#)

5. What benefits do the Settlement Agreements provide?

Class Members who submit a [Claim Form](#) that is approved will be eligible for the following payments:

- **Stern / Settlement Class Members:**
 - If you did not understand what mMode meant when it appeared on your bill or did not authorize AWS to bill you for mMode and if you submit an Approved Claim Form, then you will receive a benefit in the form of a check in the amount of \$8.00.
 - If you did not understand what EDID meant when it appeared on your bill or did not authorize AWS to bill you for it and if you submit an Approved Claim Form, then you will receive a benefit in the form of a check in the amount of \$10.00.
 - You may receive one benefit per line charged for mMode and one benefit per line charged for EDID.
 - You may submit a Claim Form, and receive benefits, for both mMode and EDID if both claims are Approved Claims.
- **Lozano Settlement Class Members:**

Done

Frequently Asked Questions (page 5)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

o Lozano Settlement Class Members:

- o If you did not understand when you signed up for a One Rate-type plan with AWS that calls made during one billing cycle may be charged as if made in another billing cycle ("Out-of-Cycle Billing") and if you submit an Approved Claim Form, then you will receive a benefit in the form of either:
 - i. a check in the amount of \$8.00; or
 - ii. a calling card for 250 minutes of domestic state-to-state calls, subject to the terms and conditions provided on this website.
- o You will be required to select one benefit or the other. If you do not select a benefit, then, by default, you will be provided with the calling card benefit.
- o You may only receive one benefit per line.

o UCC Settlement Class Members:

- o You may receive a benefit in the form of a check in the amount of \$7.00 if:
 - i. You submit an Approved Claim Form;
 - ii. You were not aware at the time you subscribed that the UCC would be charged;
 - iii. It would have made a difference to you had you known about the UCC at the time you subscribed; and
 - iv. If you are a former AWS customer, who is not a current customer of AT&T Mobility, your AWS account was paid in full prior to submitting a Claim Form.
- o You may receive one benefit per line charged.

o Additional Benefits:

- o ATTM will 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 each of the Settlement Agreements, and instruct them to respond to customer inquiries accordingly.
- o Within thirty days of the Effective Date of the Lozano Settlement Agreement, ATTM will provide a modified disclosure of the practice of out-of-cycle billing to all of its One Rate-type plan customers.

[\(back to top\)](#)

6. Is there any money available now?

No. No money or benefits are available now because the Court has not yet decided whether to approve the Settlement Agreements and because they have not yet become Final. There is no guarantee that money or benefits ever will be distributed; however, if you want to participate in the Settlements, you must submit a Claim Form. The deadline to submit Claim Forms is [90 days after the Final Approval Hearing].

[\(back to top\)](#)

Done

Frequently Asked Questions (page 6)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

7. How do I exclude myself from the Settlement Classes?

You may exclude yourself ("opt-out") from the Settlement Classes by sending a written request to the Claims Administrator postmarked no later than [45 days after the Notice date]. Your request must: (a) list your AWS mobile telephone number(s); (b) identify each of the Settlement Classes from which you wish to exclude yourself; (c) be personally signed by you; and (d) be sent to:

AT&T Wireless Settlement
Claims Administrator
c/o The Garden City Group, Inc.
P. O. Box 9482
Dublin, OH 43017-4582

You will not receive any money or other benefits from any Settlement from which you exclude yourself. If you exclude yourself from all of the Settlements, you will not get any money or other benefits from any of the Settlements. However, if you exclude yourself, you keep your right to sue or continue to sue or arbitrate against AWS in a separate case on an individual basis on your own behalf on any issues that are part of the Settled Claims in the Settlements from which you have excluded yourself.

[\(back to top\)](#)

8. Can I object to the Settlements?

Yes, but only if you do not exclude yourself from the Settlement Classes. Objecting is simply telling the Court that you do not like something about the Settlements. You will still be bound by all Court orders, even if your objection is rejected. All objections that are filed by the deadline of [45 days after the Notice date] will be considered at the Fairness Hearing on [insert]. Your objection must specifically identify each of the Settlements described in the Notice to which you object. If you do not file an objection, you waive your right to appeal any Court order or judgment related to the Settlements.

To object to any of the Settlements, you must file an objection in *Stern v. AT&T Mobility Corp., et al.*, Case No. CV 05-06642 CAS (CTX). Your objection must include:

- o Your name and address
- o Your contact telephone number
- o Your AWS mobile telephone number.
- o Your or your representative's signature.
- o An identification of the specific Settlement(s) described in the Notice to which you object.
- o The reasons for your objection.
- o If you would like to appear at the Fairness Hearing, a statement indicating your intent to appear.

The deadline to file your objection and request to appear with the Court is [45 days after the Notice date]. The address for the Court is:

Clerk of the Court
U.S. District Court for the Central District of California
312 N. Spring Street
Los Angeles, CA 90012

You must also serve your objection on counsel for both parties, as follows:

For Objections to the

For Objections to the

For Objections to the

Done

Frequently Asked Questions (page 7)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

- o Your name and address.
- o Your contact telephone number
- o Your AWS mobile telephone number.
- o Your or your representative's signature.
- o An identification of the specific Settlement(s) described in the Notice to which you object.
- o The reasons for your objection.
- o If you would like to appear at the Fairness Hearing, a statement indicating your intent to appear.

The deadline to file your objection and request to appear with the Court is [45 days after the Notice date]. The address for the Court is:

Clerk of the Court
U.S. District Court for the Central District of California
312 N. Spring Street
Los Angeles, CA 90012

You must also serve your objection on counsel for both parties, as follows:

**For Objections to the
Lozano Settlement**
Robert A. Curtis
Foley Bezek Behle & Curtis LLP
15 West Carrillo Street
Santa Barbara, CA 93101

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

**For Objections to the
Stern / Settlement**
J. Paul Gignac
Arias Ozzello & Gignac LLP
115 S. La Cumbre Lane, Ste. 300
Santa Barbara, CA 93105

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

**For Objections to the
UCC Settlement**
William W. Houck
Houck Law Firm P.S.
4045 262nd Ave. SE
Issaquah, WA 98029

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

[\(back to top\)](#)

9. Do the Settlement Classes have a lawyer?

Yes. The Court appointed the law firms of Arias Ozzello & Gignac LLP, Foley Bezek Behle & Curtis LLP, Breskin Johnson & Townsend PLLC, the Houck Law Firm P.S., and Sundaen, Salinas & Pyle to represent you and the other Class Members. They are called "Class Counsel." More information about these law firms, their practices, and their lawyers is available at www.aogllp.com, www.foleybezek.com, www.bjlegal.com, www.houcklaw.com and/or www.ssrplaw.com.

[\(back to top\)](#)

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved

Done

Court Documents

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website



AT&T Wireless Services, Inc.
Settlement Website
www.AWSSettlement.com

Court Documents

The following documents are in PDF format. Acrobat Reader is required to view the PDFs. You may already have the Adobe Acrobat Reader on your computer or on disks that came with your computer. If you do, you won't need to download Adobe Acrobat. If you do not have Acrobat, you may download the Free Adobe Acrobat Reader.

- [Stern I Settlement Agreement](#)
- [UCC Settlement Agreement](#)
- [Lozano Settlement Agreement](#)
- [Preliminary Approval Order](#)

[Home](#)

[Important Dates](#)

[Claim Form](#)

[Notices](#)

[FAQs](#)

[Court Documents](#)

[Glossary of Terms](#)

[Additional Information](#)

 Toll-Free Number
1 (866) 249-3189

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved

Done

Glossary of Terms (page 1)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website



AT&T Wireless Services, Inc. Settlement Website www.AWSSettlement.com

Home

Important Dates

Claim Form

Notices

FAQs

Court Documents

Glossary of Terms

Additional Information

Toll-Free Number:
1 (866) 249-8109

Glossary of Terms

1. "Approved Claim" means a claim made by a Class Member, which complies in all respects with the terms and conditions of the Settlement Agreements, which satisfies all requirements described in the Settlement Agreements, and which has been approved as being valid by the Claims Administrator.

2. "ATTM" means AT&T Mobility.

3. "AWS" means AT&T Wireless Services, Inc., a company that was merged out of existence in 2004, and certain related entities, including Santa Barbara Cellular Systems, Ltd.

4. "Claims Administrator" means the entity selected by Plaintiffs and Defendants and approved by the Court to oversee the claims process. The Claims Administrator is The Garden City Group, Inc., P.O. Box 9482, Dublin, OH 43017-4582.

5. "Class" or "Class Members" means the people who have similar claims as the Class Representatives.

6. "Class Actions" means the class action cases involved in these Settlements:

- *Lozano v. AT&T Wireless Services, Inc., et al.*, Case No. CV 02-00090 CAS (AJWx) (Central District of California);
- *Randolph, et al. v. AT&T Wireless Services, Inc., et al.*, Case No. RG05193855 (Alameda Superior Court, California);
- *Schnall, et al. v. AT&T Wireless Services, Inc., et al.*, Case No. 02-2-05776-4 (King County Superior Court, Washington);
- *Stern v. AT&T Mobility Corp., et al.*, Case No. CV 05-06842 CAS (CTx) (Central District of California) ("Stern I"); and
- *Stern v. New Cingular Wireless Services, Inc., et al.*, Case No. SACV 09-01112 CAS (AGRx) (Central District of California) ("Stern II").

7. "Class Counsel" means the law firms of Arias Ozzello & Gignac LLP, Foley Bezek Behle & Curtis LLP, Breskin Johnson & Townsend PLLC, the Houck Law Firm P.S., and Sundeen, Salinas & Pyle.

8. The "Court" means Judge Christina A. Snyder of the United States District Court for the Central District of California.

9. "EDID" means ENH Discount International Dial.

10. "Effective Date" is defined in each of the Settlement Agreements as the first 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 precise date of the Effective Date is not yet known, but it will occur sometime after the current hearing date for the Fairness Hearing.

Glossary of Terms (page 2)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

10. "Effective Date" is defined in each of the Settlement Agreements as the first 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 precise date of the Effective Date is not yet known, but it will occur sometime after the current hearing date for the Fairness Hearing.

11. "Lozano Class Period" means the period from March 1, 1999 through the Effective Date of the Lozano Settlement Agreement.

12. "Lozano Settlement Class" is described in Frequently Asked Questions number 4, [Am I a Class Member?](#)

13. "mMode" means mMode Data Service.

14. "One Rate-type" plans include, but are not limited to, all Digital One Rate Plans, AT&T Personal Network \$29.99, AT&T Advantage Business plans, AT&T Advantage \$49.99 Digital, AT&T Digital PCS \$24.99 Plan, AT&T Digital PCS \$39.99 Plan, AT&T Digital Pcs \$69.99 Plan, AT&T Digital Pcs \$99.99 Plan, AT&T Advantage Bus 500 Digital, AT&T Business Pool Digital, AT&T Advantage Simple Rate, AT&T Adv \$24.99 Digital, AT&T Adv \$34.99 Digital, AT&T Adv \$39.99 Digital, AT&T Adv \$49.99 Digital, AT&T Adv \$69.99 Digital, AT&T Adv \$99.99 Digital, AT&T Digital Pcs \$19.99 Plan, AT&T Advantage Small Bus 2 Digital Pcs, AT&T Advantage Region Corp 10, AT&T Advantage Region Corp 1, AT&T Advantage Region Corp 3, AT&T Advantage Region Corp 4, AT&T Advantage Region Corp 5, AT&T Advantage Region Corp 6, AT&T Advantage Region Corp 8, AT&T Advantage Companion Dig, AT&T Advantage Region Corp 11, AT&T Advantage Plus \$19.95, AT&T Advantage Plus \$24.99, AT&T Advantage Plus \$39.99, AT&T Advantage Plus \$49.99, AT&T Advantage National I Digital, National Plan - D, AT&T Advantage Natl Account, AT&T Advantage Flex 50 and AT&T Advantage State Digital.

15. "Settlement Agreements" means the three agreements that settle the Class Actions: (1) the *Stern I* Settlement, (2) the Lozano Settlement, and (3) the UCC Settlement (settling the UCC claims brought in *Stern II*, *Randolph* and *Schna#*).

16. "Settled Claims" means, collectively:

1. charges for mMode Data Service ("mMode"), if the subscriber did not authorize the charges or understand the disclosures about the charges;
2. charges for ENH Discount International Dial ("EDID"), if the subscriber did not authorize the charges or understand the disclosures about the charges;
3. charges for cellular telephone calls during a billing period other than the billing period in which the calls were made ("Out-of-Cycle Billing"), if the subscriber did not understand the disclosures about the charges;
4. imposition of the Universal Connectivity Charge ("UCC"), if the subscriber was not aware at the time of subscribing that the UCC would be charged.

17. "Settlement Classes" means the *Stern I* Settlement Class, the Lozano Settlement Class, and the UCC Settlement Class.

18. "*Stern I* Class Period" means the period from December 20, 2001 through the Effective Date of the *Stern I* Settlement Agreement.

19. "*Stern I* Settlement Class" is described in Frequently Asked Questions number 4, [Am I a Class Member?](#)

20. "UCC" means Universal Connectivity Charge.

21. "UCC Class Period" means the period from March 1, 1999 through the Effective Date of the UCC Agreement.

22. "UCC Settlement Class" is described in Frequently Asked Questions number 4, [Am I a Class Member?](#)

Glossary of Terms (page 3)

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website

11. "**Lozano Class Period**" means the period from March 1, 1999 through the Effective Date of the Lozano Settlement Agreement.

12. "**Lozano Settlement Class**" is described in Frequently Asked Questions number 4, [Am I a Class Member?](#)"

13. "**mMode**" means mMode Data Service.

14. "**One Rate-type**" plans include, but are not limited to, all Digital One Rate Plans, AT&T Personal Network \$29.99, AT&T Advantage Business plans, AT&T Advantage \$49.99 Digital, AT&T Digital PCS \$24.99 Plan, AT&T Digital PCS \$39.99 Plan, AT&T Digital Pcs \$69.99 Plan, AT&T Digital Pcs \$99.99 Plan, AT&T Advantage Bus 500 Digital, AT&T Business Pool Digital, AT&T Advantage Simple Rate, AT&T Adv \$24.99 Digital, AT&T Adv \$34.99 Digital, AT&T Adv \$39.99 Digital, AT&T Adv \$49.99 Digital, AT&T Adv \$69.99 Digital, AT&T Adv \$99.99 Digital, AT&T Digital Pcs \$19.99 Plan, AT&T Advantage Small Bus 2 Digital Pcs, AT&T Advantage Region Corp 10, AT&T Advantage Region Corp 1, AT&T Advantage Region Corp 3, AT&T Advantage Region Corp 4, AT&T Advantage Region Corp 5, AT&T Advantage Region Corp 6, AT&T Advantage Region Corp 8, AT&T Advantage Companion Dig, AT&T Advantage Region Corp 11, AT&T Advantage Plus \$19.95, AT&T Advantage Plus \$24.99, AT&T Advantage Plus \$39.99, AT&T Advantage Plus \$49.99, AT&T Advantage National I Digital, National Plan - D, AT&T Advantage Nat'l Account, AT&T Advantage Flex 50, and AT&T Advantage State Digital.

15. "**Settlement Agreements**" means the three agreements that settle the Class Actions: (1) the *Stern / Settlement*, (2) the *Lozano Settlement*, and (3) the *UCC Settlement* (settling the UCC claims brought in *Stern // Randolph and Schnall*).

16. "**Settled Claims**" means, collectively:

1. charges for mMode Data Service ("mMode"), if the subscriber did not authorize the charges or understand the disclosures about the charges;
2. charges for ENH Discount International Dial ("EDID"), if the subscriber did not authorize the charges or understand the disclosures about the charges;
3. charges for cellular telephone calls during a billing period other than the billing period in which the calls were made ("Out-of-Cycle Billing"), if the subscriber did not understand the disclosures about the charges;
4. imposition of the Universal Connectivity Charge ("UCC"), if the subscriber was not aware at the time of subscribing that the UCC would be charged.

17. "**Settlement Classes**" means the *Stern / Settlement Class*, the *Lozano Settlement Class*, and the *UCC Settlement Class*.

18. "**Stern / Class Period**" means the period from December 20, 2001 through the Effective Date of the *Stern / Settlement Agreement*.

19. "**Stern / Settlement Class**" is described in Frequently Asked Questions number 4, [Am I a Class Member?](#)"

20. "**UCC**" means Universal Connectivity Charge.

21. "**UCC Class Period**" means the period from March 1, 1999 through the Effective Date of the *UCC Agreement*.

22. "**UCC Settlement Class**" is described in Frequently Asked Questions number 4, [Am I a Class Member?](#)"

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved

Additional Information

AT&T Wireless Services, Inc. Settlement Website - Microsoft Internet Explorer provided by Crowell & Moring

File Edit View Favorites Tools Help



AT&T Wireless Services, Inc. Settlement Website



AT&T Wireless Services, Inc. Settlement Website www.ATSSettlement.com

[Home](#)

[Important Dates](#)

[Claim Form](#)

[Notices](#)

[FAQs](#)

[Court Documents](#)

[Glossary of Terms](#)

Additional Information

Toll-Free Number
1 (866) 249-8109

Additional Information

The Notice is only a summary of relevant court documents. If you have further questions, you may:

- Call the toll-free number: 1 (866) 249-8109
- Write to the Settlement Claims Administrator at:

AT&T Wireless Settlement
Claims Administrator
c/o The Garden City Group, Inc.
P.O. Box 9482
Dublin, OH 43017-4582

- If you wish to speak to Plaintiffs' counsel regarding the Settlements, you may call or email them directly.

For the Lozano Settlement
Robert A. Curtis
Foley Bezek Behle & Curtis LLP
15 West Carrillo Street
Santa Barbara, CA 93101
(805) 962-9495
rcurtis@foleybezek.com

For the Stern / Settlement
J. Paul Gignac
Arias Ozzello & Gignac LLP
115 S La Cumbre Lane, Ste. 300
Santa Barbara, CA 93105
(805) 683-7400
j.paul@aogllp.com

For the UCC Settlement
William W. Houck
Houck Law Firm P.S.
4045 262nd Ave. SE
Issaquah, WA 98029
(425) 392-7118
houcklaw@gmail.com

Prepared by The Garden City Group, Inc.

© 2010 The Garden City Group, Inc. - All Rights Reserved

Done