APPENDIX A

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), to be presented to the California Public Utilities Commission ("CPUC" or "Commission") for approval and adoption, by and among Pacific Bell Wireless dba Cingular Wireless nka AT&T Mobility ("Cingular"), Intervenor Utility Consumers' Action Network ("UCAN"), and the Consumer Protection and Safety Division ("CPSD") of the CPUC (collectively, the "Parties"), resolves certain unresolved issues in the enforcement and execution of D.04-09-062 (the "Decision"), the Commission's final decision in the investigation and enforcement proceeding in CPUC Docket No. I.02-06-003. As more fully set forth below, the primary purpose of this Agreement shall be to implement and effectuate a plan, to be fully funded by Cingular, for payment and distribution of refunds and other remedies referenced in the Decision.

RECITALS

A. On June 6, 2002, the Commission opened I.02-06-003, styled as an "Order Instituting Investigation on the Commission's own motion into the operations, practices, and conduct of Pacific Bell Wireless LLC dba Cingular Wireless, U-3060, U4135 and U4314, and related entities (collectively "Cingular") to determine whether Cingular has violated the laws, rules and regulations of this State in its sale of cellular telephone equipment and service and its collection of an Early Termination Fee and other penalties from consumers"; and

B. The Decision concluded that Cingular had violated Sections 451 and 2896 of the California Public Utilities Code, as more fully described in the Decision; and

C. The Commission imposed a penalty (the "Penalty") for such violations, and also ordered Cingular to file a plan for accomplishing certain customer reparations ordered in the Decision (the "Reparations Plan"); and

D. Cingular sought judicial review of the Decision Ordering Reparations (D.04-09-062) and the Commission's order denying rehearing (D.04-12-058) in the California courts, and the California Supreme Court denied Cingular's Petition for Review of the Court of Appeal's affirmance of the Decision by order dated October 11, 2006; and

E. On March 9, 2007, Cingular filed a Petition for a Writ of Certiorari seeking further review of the Decision in the United States Supreme Court; and

F. Pursuant to Ordering Paragraph 1 of the Decision, in November 2004, Cingular paid $12.14 million into an interest bearing escrow account ("Special Deposit Fund"), by agreement, pending resolution of Cingular's petition for rehearing and all judicial appeals; and

G. The Special Deposit Fund has accrued and continues to accrue interest; and

H. Ordering Paragraph 2 of the Decision vests the Director of the CPUC's Telecommunications Division with authority to review and monitor development and implementation of the Reparations Plan; and

I. In accordance with Ordering Paragraph 2 of the Decision, Cingular filed its Reparations Plan with the Commission and subsequently provided the Director of the Telecommunications Division with certain updates and modifications to the Reparations Plan; and

J. The Reparations Plan, as updated, identifies 115,623 former customers who under the Decision may be entitled to reimbursement of a full or partial early termination fee ("ETF") or separate equipment penalty paid to Cingular or a Cingular agent or dealer (the "Actual Identified Claimants"), which reimbursement amounts to a total of $18,467,220.38 in potential reparations, including interest; and

K. Cingular has identified an additional 91,772 former customers who initially activated service with a Cingular agent or dealer and later cancelled within one hundred eighty (180) days of activation who may have paid an ETF or separate equipment penalty to a Cingular agent or dealer (the "Potential Agent Claimants") during the period January 1, 2000 through April 30, 2002; and

L. Cingular does not have records of payments made by Potential Agent Claimants to former Cingular agents, many of whom are no longer in business; and

M. All Parties wish to effectuate the Reparations Plan contemplated by D.04-09-062 to the fullest extent possible as soon as practicable and without further delay; and

N. All Parties wish to avoid the risk, expense, and inconvenience associated with further appeals and/or judicial review; and

O. Cingular represents that it has made significant changes in its business practices, including voluntary institution of a 30-day return policy and enhanced point of sale disclosures.

NOW THEREFORE, in consideration of the foregoing and based upon the mutual promises made by the parties to each other, as well as their representations to the Director of the Telecommunications Division of the CPUC, the Parties hereby agree as follows:

DEFINITION

In addition to the other terms defined throughout this Agreement, "Final Approval" refers to the date on which the Commission approves this Settlement.

REPARATIONS PLAN

1. **Reparations to Former Customers.** Cingular will fully fund a plan for accomplishing customer reparations ordered by the Commission in the Decision pursuant to the provisions set forth in this Agreement. Specifically, Cingular will return sums received for early cancellation of contracts entered into between January 1, 2000 and April 30, 2002, plus interest calculated in accordance with Ordering Paragraph 3(c) of the Decision, to Actual Identified Claimants who can be located pursuant to the provisions of Paragraph 4 of this Agreement and who fall within any of the following four categories:

(a) The 69,415 former customers who entered into a contract with Cingular between January 1, 2000 and April 30, 2002 and who paid an ETF to Cingular during that period;

(b) The 43,023 former customers who entered into a contract with Cingular between January 1, 2000 and April 30, 2002 and were assessed and paid an ETF after their account was sent to collections;

(c) The 3,173 former customers who entered into a separate equipment contract with a Cingular agent and paid a supplemental equipment charge or ETF to a Cingular agent between January 1, 2000 and April 30, 2002; and

(d) The 12 former customers who entered into a contract with Cingular on or after May 1, 2002 and paid an ETF to Cingular or a supplemental equipment charge or ETF to a Cingular agent during Day 1 to Day 15 of the contract period.

Cingular will also send a separate notice and refund claim form pursuant to the provisions of Paragraph 5 of this Agreement to the 91,772 Potential Agent Claimants identified by Cingular. Subject to the provisions of Paragraph 5, Cingular will pay all valid and timely claims submitted by Potential Agent Claimants who are identified as entitled to a refund under the Decision and this Agreement.

2. **Reparations Fund.**

(a) Within thirty (30) days of Final Approval (the "Effective Date"), Cingular shall establish an interest bearing escrow account ("Reparations Fund A") for the purpose of paying reparations to Actual Identified Claimants and the costs of administering this settlement.
(b) Upon the establishment of Reparations Fund A, Cingular shall immediately deposit $600,000 as the initial estimate for notice, administration and monitoring costs that will be required to fully effectuate and monitor this settlement.
(c) Within ten (10) days of the establishment of Reparations Fund A, Cingular will deposit $18,467,220.38 into Reparations Fund A in

order to pay restitution to the Actual Identified Claimants. $18,467,220.38 is the total amount of reimbursement, including interest, payable to Actual Identified Claimants under the Decision.

(d) On the Effective Date, Cingular agrees that $12.14 million of the monies in the Special Deposit Fund will be paid to the State General Fund, representing payment of the penalty ordered in Ordering Paragraph 1 of the Decision.

(e) On the Effective Date, Cingular will establish an additional interest bearing escrow fund ("Reparations Fund B") for the purpose of paying Potential Agent Claimants. Any funds remaining in the Special Deposit Fund after the $12.14 million payment to the General Fund pursuant to subparagraph (d) hereof will be transferred on the Effective Date to Reparations Fund B and used to pay the claims of Potential Agent Claimants, in accordance with the process described in Paragraph 5 below.

(f) Upon completion of the notification process for Actual Identified Claimants as set forth in Paragraph 4, Cingular shall pay into Reparations Fund A any additional amounts as the Claims Administrator determines are necessary to pay all reparations claims from all Actual Identified Claimants who have been identified. Cingular shall transfer such additional amounts within ten (10) days of receiving notice from the Claims Administrator of the additional amounts that need to be contributed by Cingular.

(g) Cingular shall pay into Reparations Fund B all amounts as the Claims Administrator determines are necessary to pay all reparations claims from all Potential Agent Claimants who have submitted timely and valid claim forms. Cingular shall transfer funds into Reparations Fund B in accordance with Paragraphs 5(e) and 5(f) below.

3. **Claims Administrator.** Rust Consulting will serve as the claims administrator ("Claims Administrator") in connection with the implementation of this Agreement. The Parties will work together, in conjunction with the Claims Administrator, to administer, implement and monitor enforcement and effectuation of this Agreement. All costs of notice and administration of the settlement and monitoring Cingular's compliance with the terms of the Agreement as set forth herein will be paid by Cingular out of Reparations Fund A by submitting an invoice to Cingular for the amount to be paid. To the extent that actual costs of notice and administration of the settlement exceed the initial estimated costs of notice and administration, as set forth in Paragraph 2(b), Cingular shall transfer such additional amounts within ten (10) days of receiving notice from the Claims Administrator of the additional amounts that need to be contributed by Cingular. In the event that the actual costs of notice and administration are less than the $600,000 initial estimate set forth in Paragraph 2(b), the difference between the initial $600,000 estimate and the actual costs of notice and administration

will be returned to Cingular after payment of the final invoice submitted by the Claims Administrator following completion of the processes described in Paragraphs 4 and 5 below. All claims administration expenses shall be paid within 30 days of the invoice date, unless Cingular objects to such payment. The Parties shall attempt to informally resolve any dispute over the payment of such invoices. If such an objection cannot be informally resolved, the disputed invoice shall be submitted to an assigned Commission Administrative Law Judge for a final and binding resolution of the dispute. Any such invoices shall be paid within 15 days from the date of such ruling.

4. **Payments to Actual Identified Claimants.**

(a) Within ten (10) days of the Effective Date, Cingular will provide the Claims Administrator with a spreadsheet containing the names and addresses of all Actual Identified Claimants, along with the amount of the potential refund and interest payable to each such person as calculated by Cingular pursuant to the formula set forth in Paragraph 1 above. The Claims Administrator will use the National Change of Address database to obtain the most recent addresses for all persons identified on the spreadsheet.

(b) Within thirty (30) days of the Effective Date, the Claims Administrator will mail a notice in the form attached hereto as Exhibit "A" ("Notice"), to all Actual Identified Claimants for the purpose confirming their continued residence so that refund checks may thereafter be mailed directly to their attention ("First Mailing"). Any returned undelivered mail will be run though an additional locator database in an attempt to determine the most up-to-date addresses for such persons. The Notice will then be re-mailed to such persons at the updated address ("Second Mailing").

(c) Within thirty (30) days of the completion of the initial identification process, the Claims Administrator will mail checks to all Actual Identified Claimants for whom addresses have been verified and no returned undelivered mail has been received. The Claims Administrator will advise the Parties of any additional amounts to be paid by Cingular under this section. Cingular shall transfer the required funds, if any, within ten (10) days of receiving notification from the Claims Administrator of the amount needed to fund such payments.

(d) Within thirty (30) days of the completion of the second part of the identification process, the Claims Administrator will mail checks to all Actual Identified Claimants for whom addresses have been verified and no returned undelivered mail has been received a second time. The Claims Administrator will advise the Parties of the amounts to be paid by Cingular under this section. Cingular shall transfer the required funds, if any, within ten (10) days of receiving notification from the Claims Administrator of the amount needed to fund such payments.

5. **Payments to Potential Agent Claimants.**

(a) Within ten (10) days of the Effective Date, Cingular will provide the Claims Administrator with a spreadsheet containing the names and addresses of all Potential Agent Claimants. The Claims Administrator will use the National Change of Address database to obtain the most recent addresses for all persons identified on the spreadsheet.

(b) Within thirty (30) days of the Effective Date, the Claims Administrator will mail a notice and claim form, in the form attached hereto as Exhibit "B" ("Claim Form"), to all Potential Agent Claimants. Any returned undelivered mail will be run though an additional locator database to determine the most up-to-date addresses for such persons. The Claim Form will be re-mailed to such persons at the updated address no later than 45 days after the initial mailing, unless the Claims Administrator recommends and the Parties agree that additional time is necessary to complete the re-mailing process.

(c) A Potential Agent Claimant shall be entitled to receive a payment under this Paragraph by completing the Claim Form and timely returning the Claim Form to the Claims Administrator before the deadline set forth on the Claim Form, subject to the procedures set forth below. The deadline for submitting claims shall be approximately 30 days after the last date to complete the re-mailing process, with the specific date to be subsequently agreed to by the Parties based on the Effective Date.

(d) Cingular shall have the ability to contest any Claim Forms submitted and, if it believes in good faith a submitted claim is not valid, to demand additional information to support such claims before agreeing to pay such claim. The process for contesting any submitted Claim Forms shall be as follows:

(i) Within 15 days after passage of the deadline for submitting Claim Forms, the Claims Administrator shall provide Cingular, a representative of the Telecommunications Division of the CPUC, and UCAN with a list of all Potential Agent Claimants who submitted a Claim Form and the amount requested be paid by each Potential Agent Claimant.

(ii) Within 30 days of receiving that list, Cingular shall state in writing to both the Telecommunications Division and UCAN whether it will pay all submitted claims, or which claims it will contest and the bases therefor. The Parties may agree to extend this deadline if Cingular is able to establish to the satisfaction of UCAN and CPSD that Cingular cannot timely complete the review process.

(iii) If Cingular elects to contest a Claim Form, within 15 days after receiving notification from Cingular of its intent to do so, the Claims Administrator will send the Potential Agent Claimant a letter stating why the Claim Form is deficient and why it is being challenged by Cingular,

and providing the Potential Agent Claimant a time frame to submit such information as the Parties agree is necessary to substantiate the claim.

(iv) The Potential Agent Claimant, the CPSD and UCAN shall each have the right to object to any such challenge to a Claim Form by informing Cingular and the Claims Administrator in writing of its objection and the bases therefor. The Parties shall meet and confer over such objections; Cingular may at its option in response to such objections either withdraw its objection or offer the Potential Agent Claimant a lower amount than requested to resolve any disputed claim. Any unresolved objections shall be submitted to an assigned Commission Administrative Law Judge for a final and binding resolution of the objection.

(v) In the event the Potential Agent Claimant fails to provide the additional requested information to verify their claim, the Claim Form shall be rejected if all Parties agree. If all Parties do not agree as to the rejection of a particular claim for failure to provide additional information and cannot informally resolve their dispute, the disputed claim shall be submitted to an assigned Commission administrative law judge for a final and binding resolution of the objection.

(e) Payments to all Potential Agent Claimants whose claims are not challenged shall be made from Reparations Fund B within 60 days after the deadline for submitting Claim Forms. The Claims Administrator will advise the Parties of the amounts to be paid by Cingular to the unchallenged group of Potential Agent Claimants. Within ten (10) days of receiving notification from the Claims Administrator of the amount needed to fund such payments, Cingular shall transfer any additional funds required to pay all such claims into Reparations Fund B.

(f) Payments to Potential Agent Claimants whose claims are challenged but ultimately upheld shall be made from Reparations Fund B within 15 days of the final resolution of the particular claim. The Claims Administrator will advise the Parties of the amounts to be paid by Cingular to the challenged but ultimately upheld group of Potential Agent Claimants. Within ten (10) days of receiving notification from the Claims Administrator of the amount needed to fund such payments, Cingular shall transfer any additional funds required into Reparations Fund B. Any funds remaining in Reparations Fund B after the payment of all Potential Agent Claimants entitled to payment hereunder shall be distributed in accordance with paragraph 6(a) of this Settlement Agreement.

6. **Distribution of Remaining Funds.**

(a) In consideration of a request for dismissal pursuant to Cal. R. of Court 3.770 of the related civil action captioned *UCAN et al. v. Cingular Wireless LLC etc.*, Case No. GIC793634, J.C.C.P. No. 4348 (Cal. Super. Ct. San Diego Cty.), within thirty (30) days

after completion of the process set forth in paragraphs 4 and 5, the parties shall submit a report to the Commission detailing how much money in refund checks have been cashed, how much money remains outstanding in issued checks and how much money remains in Reparations Funds A and/or B. The parties anticipate that this report would be submitted to the Commission approximately six months from the Effective Date. If any funds remain in Reparations Funds A and/or B, the Commission shall subsequently determine in a separate decision how any remaining funds are to be distributed or otherwise utilized, but no funds remaining in Reparations Funds A and/or B shall be returned to Cingular. Consistent with prior Commission decisions, including *TURN v. Pacific Bell*, 54 Cal. PUC 2d 122 (1994), *In Re GTE California*, 1998 Cal. PUC LEXIS 910 (1998), and *In Re CTS International*, 2000 Cal. PUC LEXIS 202 (2000), where the Commission has ordered distribution for other equitable purposes in addition to escheatment pursuant to C.C.P. Section 1519.5, some or all of such amounts may be distributed to the Telecommunications Consumer Protection Fund administered by the California Consumer Protection Foundation.

(b) This paragraph is intended to apply only to monies where no checks have been sent. Any checks mailed to Actual Identified Claimants or Potential Agent Claimants but uncashed will escheat to the State General Fund in accordance with applicable law. The amount set forth in (a) shall be determined by subtracting the total amount of checks cashed and the total amount of checks outstanding but uncashed from the amount in Reparations Funds A and/or B, thus leaving the amount of monies that never was converted into checks because of a lack of current addresses.

7. **Commission Approval.** After signing this Agreement, the Parties shall actively support prompt approval of the Agreement, including briefing, comments on any proposed decision, written and oral testimony if necessary, appearances, and other means as may be needed to obtain the necessary approval of the Commission. The Parties agree that if the Commission does not approve the Agreement unconditionally and without modification, any Party may, in its sole discretion, elect to terminate the Agreement.

8. **Withdrawal of "Appeals."** Following Commission approval of this Settlement, Cingular will withdraw its pending Petition for Modification of D.04-09-062 (filed Feb. 2, 2005). In addition, following Commission approval of this Agreement, Cingular will immediately discontinue any ongoing attempts to obtain judicial review of the Decision in the United States Supreme Court, including the withdrawal of its Petition for a Writ of Certiorari from the U.S. Supreme Court, filed March 9, 2007.

9. **Compromise.** The Parties agree that this Agreement represents a compromise, not agreement or endorsement of disputed facts and law, and the Agreement does not constitute precedent regarding any issue or principle resolved in this proceeding and/or pursuant to this Agreement.

10. **Continuing Jurisdiction to Enforce Settlement.** The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this

Agreement in an expeditious manner. The CPUC shall retain continuing jurisdiction over this matter, including jurisdiction to enforce the terms of this Agreement.

11. **Entire Agreement.** This Agreement embodies the entire understanding of the Parties with respect to the matters described herein and supersedes any and all prior oral or written agreements, principles, negotiations, statements, or understandings among the Parties, including the prior settlement offer and agreement entered into on or about January 4, 2007, which is expressly withdrawn and/or terminated. The Agreement may be amended only by a written agreement signed by all the Parties. The Parties have bargained in good faith to achieve this Agreement. The Parties intend the Agreement to be interpreted as a unified, interrelated agreement. Each of the Parties has contributed to the preparation of this Agreement. Accordingly, the Parties agree that no provision of the Agreement shall be construed against any party because that party or its counsel drafted the provision. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of California.

13. **Successors and Assigns.** The rights conferred and obligations imposed on any Party by this Agreement shall inure to the benefit of or be binding on that Party's successors in interest or assignees as if such successor or assignee were itself a party hereto.

14. **Counterparts.** This Agreement may be executed in counterparts.

15. **Treatment of Agreement.** This Agreement and all discussions relating thereto are subject to the provisions of Rule 12.6 of the Commission's Rules of Practice and Procedure and Section 1152 of the California Evidence Code.

Dated: March ___, 2007

AT&T MOBILITY LLC fka
CINGULAR WIRELESS

By: _____
Joaquin R. Carbonell III
Senior Vice President and
General Counsel, AT&T Mobility

Dated: March___, 2007

UTILITY CONSUMERS' ACTION
NETWORK (UCAN)

By: _____
Michael Shames
Director, UCAN

Dated: March 14, 2007

CONSUMER PROTECTION AND
SAFETY DIVISION (CPSD), CPUC

By: _____
Richard W. Clark
Director, CPSD

Subject to Commission Rule 12.6 and Cal. Evid. Code § 1152

Dated: March 14, 2007

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CINGULAR WIRELESS

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Joaquin R. Carbonell III
Senior Vice President and
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Senior Vice President and
General Counsel, AT&T Mobility

Dated: March 14, 2007

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NETWORK (UCAN)

By: _____
Michael Shames
Director, UCAN

Dated: March ___, 2007

CONSUMER PROTECTION AND
SAFETY DIVISION (CPSD), CPUC

By: _____
Richard W. Clark
Director, CPSD

Subject to Commission Rule 12.6 and Cal. Evid. Code § 1152

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF CALIFORNIA

Investigation on the Commission's own motion into the operations, practices, and conduct of Pacific Bell Wireless LLC dba Cingular Wireless, U-3060, U-4135 and U-4314, and related entities (collectively "Cingular") to determine whether Cingular has violated the laws, rules and regulations of this State in its sale of cellular telephone equipment and service and its collection of an Early Termination Fee and other penalties from consumers.	I.02-06-003 (filed June 6, 2002)

ORDER

IT IS ORDERED THAT:

1. The Settlement Agreement attached hereto as Exhibit 1 is approved as reasonable in light of the whole record, consistent with law, and in the public interest.

2. The Ordering Paragraphs of D.04-09-062 are hereby MODIFIED as necessary to permit implementation of the Settlement Agreement by its terms.

This Order is effective today.

EXHIBIT A

Carefully tear off claim form post card at perforation.

OFFICIAL NOTICE FROM THE CALIFORNIA PUBLIC UTILITIES COMMISSION

YOU MAY BE ENTITLED TO A SIGNIFICANT REFUND FROM CINGULAR WIRELESS.

The California Public Utilities Commission has ruled that from January 1, 2000 through April 30, 2002, Cingular Wireless improperly imposed an Early Termination Fee ("ETF") without a grace period for early service cancellation on many customers who signed up for wireless service The agency has ordered Cingular to refund all ETFs paid to Cingular or a Cingular retailer (such as those operating in mall kiosks) between January 1, 2000 and April 30, 2002, and to refund ETFs collected on or after May 1, 2002 for contract cancellations during the first 15 days of the contract.

IF CINGULAR HAS ALREADY DETERMINED THAT YOU QUALIFY FOR A REFUND, YOU WILL AUTOMATICALLY RECEIVE A REFUND CHECK.

This check will be sent to you automatically. **You do not need to submit a claim form**, although you can use this form to update your address.

For Questions call 1-888-XXX-XXXX or visit www.CingularRestitutionPlan.com

EXHIBIT A

Postcard Pre-Paid NO Stamp Here

_____

_____

_____

Cingular Restitution Plan Claims Administrator
c/o Rust Consulting, Inc.
P.O. Box _____
Minneapolis, MN 55402

Cingular Restitution Plan Claims Administrator
c/o [address]

PUC Official Notice of Cash Settlement

YOU may have **MONEY** coming from a **CPUC SETTLEMENT** if this postcard is addressed to you.

|||||||||||||||||||||||| GEP-100000-0
First1 Last1
First2 Last2
Addr1
Addr2
City, St Zip

Si desea obtener una copia en español llame al 1-___-____-____

EXHIBIT A

|||||||||||||||||||||||||||| Claim #: GEP-100000-0

First1 Last1
First2 Last2
Addr1
Addr2
City, ST Zip

Address Changes (if any):

_____
_____
_____
_____

Mail this postcard back with any address changes on or before
[insert date]

EXHIBIT B

OFFICIAL NOTICE FROM THE CALIFORNIA PUBLIC UTILITIES COMMISSION

YOU MAY BE ENTITLED TO A SIGNIFICANT REFUND FROM CINGULAR WIRELESS.

The Public Utilities Commission has ruled that from January 1, 2000 through April 30, 2002, Cingular Wireless improperly imposed an Early Termination Fee ("ETF") without a grace period for early service cancellation on many customers who signed up for wireless service. The agency has ordered Cingular to refund all ETFs paid to Cingular or a Cingular retailer (such as those operating in mall kiosks) between January 1, 2000 and April 30, 2002, and to refund ETFs collected on or after May 1, 2002 for contract cancellations during the first 15 days of the contract.

IF CINGULAR HAS ALREADY DETERMINED THAT YOU QUALIFY FOR A REFUND FROM CINGULAR, YOU WILL AUTOMATICALLY RECEIVE A REFUND CHECK. In addition, you may QUALIFY for an additional refund if you:

1. activated service through a Cingular retailer between January 1, 2000 and April 30, 2002 and then subsequently terminated service and paid an ETF or other cancellation fee to a Cingular retailer when you terminated service between January 1, 2000 and April 30, 2002, OR
2. terminated service, after May 1, 2002, within 15 days of activating service and paid an ETF to a Cingular retailer.

IF YOU WERE CHARGED AN ETF BY A CINGULAR AGENT OR INDEPENDENT WIRELESS RETAILER, you need to submit a claim for a refund of any amounts paid to a Cingular retailer. Please complete the enclosed claim form and RETURN the SIGNED, COMPLETED claim form to the claims administrator on or before **[month/day/year, 2007]**

Any Questions? Please call 1-888-XXX-XXXX or visit CingularRestitutionPlan.com

EXHIBIT B

CINGULAR REFUND CLAIM FORM

If you qualify, fill in all of the information requested below and mail the **signed, completed** Claim Form to Cingular Restitution Plan Claims Administrator, c/o Rust Consulting, Inc [insert P.O. Box Address].

To be valid, the Claim Form must be postmarked no later than **[month/day/year, 2007]**. Please provide all of the requested information and remember to sign your proof of claim. Cingular has the right to challenge any claim that may be invalid; you may need to submit additional documentation to support your claim. At the conclusion of the claims process, all valid claims will be paid by check mailed to your current address as set forth below.

Please provide the following information if the information on the outside envelope needs to be updated:

Name _____

Current Address _____

City _____ State _____ Zip Code _____

Telephone Number (optional) _____

Former address where you received wireless telephone service from Cingular between January 1, 2000 and April 30, 2002 (if different from above):

Address _____

City _____ State _____ Zip Code _____

By signing below I certify under penalty of perjury under the laws of the state of California that

(1) I am the person to whom this NOTICE OF POTENTIAL REFUND was addressed and that between January 1, 2000 and April 30, 2002, I signed up for Cingular wireless service, and

(2) that I was subsequently charged fees for early cancellation by _____ [Name of Retailer] in the amount of $_____ [amount of retailer ETF] in approximately _____ [Month and Year Paid].

I understand that I may need to submit additional documentation to support this claim, if requested.

I signed this PROOF OF CLAIM on _____ at _____
[PRINT DATE] [PRINT CITY AND STATE]

_____
Signature of Claimant (only one signature required)

Cingular Wireless Phone Number (optional)* _____

* Providing the Cingular wireless phone number may speed the processing of your claim.