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**LOS ANGELES
SUPERIOR COURT**

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4 Attorneys for Defendants Cellco Partnership doing
5 business as Verizon Wireless and Verizon Wireless
Message Services

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10
11 GRANT R. OPPERMAN, et al., as
12 individuals, and on behalf of all others
similarly situated and the general public,

13 Plaintiffs,

14 vs.

15 CELLCO PARTNERSHIP d/b/a
16 VERIZON WIRELESS, a Delaware
Partnership, VERIZON WIRELESS
17 MESSAGING SERVICES, a Delaware
Corporation, and DOES 1 through 20,
18 inclusive,

19 Defendants.

CASE NO. BC 326764

CLASS ACTION – Assigned to Honorable
Robert Hess, Dept. 24 for All Proceedings

**[REVISED PROPOSED] ORDER RE:
PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT**

20
21 WHEREAS, the Plaintiffs and Class Representatives Grant R. Opperman, Timothy
22 A. Davis, Amy Blumenfield, Alan C. Ivar, Michael Nunberg, Howard Zhao, Joshua A. Kaner,
23 John Christian Vinci, and Sunil Kamath, and Defendants Cellco Partners doing business as
24 Verizon Wireless, and Verizon Wireless Messaging Services (collectively “Verizon Wireless”)
25 have reached a proposed settlement and compromise of the disputes between them in the above-
26 captioned action, which is embodied in a Settlement Agreement filed with the Court;

27 WHEREAS, the Parties have applied to the Court for preliminary approval of the
28 proposed Settlement of the Action, the terms and conditions of which are set forth in the

1 Settlement Agreement;

2 AND NOW, the Court having read and considered the Settlement Agreement and
3 accompanying documents, and the parties to the Settlement Agreement having consented to the
4 entry of this Order, IT IS HEREBY ORDERED AS FOLLOWS:

5 1. The capitalized terms used in this Preliminary Approval Order shall have
6 the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

7 2. Subject to further consideration by the Court at the time of the Final
8 Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and
9 adequate to the Settlement Class Members, as falling within the range of possible final approval,
10 and as meriting submission to the Settlement Class Members for their consideration.

11 3. For purposes of the Settlement only, the Settlement Class shall include any
12 present and/or former customer of Verizon Wireless who activated Verizon Wireless Cellular
13 Service for a Motorola V710 cellular telephone on or before January 31, 2005.

14 4. The Court appoints Poorman-Douglas Corporation as the Settlement
15 Administrator. The Settlement Administrator shall be responsible for administering the
16 Settlement according to the terms set forth in the Settlement Agreement.

17 5. A Final Approval Hearing shall be held before this Court at 8:30 a.m. on
18 January 17, 2006, in Dept. 24 of the Los Angeles County Superior Court, to address: (a) whether
19 the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether
20 a final Order and Judgment should be entered; (c) whether Class Counsel's attorneys fees and
21 expense application should be approved; (d) whether the payment of incentive awards, as set forth
22 in the Settlement Agreement, should be approved; and (e) any other matters that the Court deems
23 appropriate.

24 With the exception of such proceedings as are necessary to implement, effectuate
25 and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in
26 this Action and all Settlement Class Members are enjoined from commencing or continuing any
27 action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement
28 Agreement unless the Settlement Class Member files a valid and timely Request for Exclusion.

1 6. The Court approves, as to form and content, the Notice and the Claim Form
2 (and instructions), in the forms attached as Exhibits 1 and 2 to this Preliminary Approval Order.
3 On or before October 10, 2004, Verizon Wireless is directed to send the Notice and the Claim
4 Form to all Settlement Class Members by first class United States mail, postage prepaid to their
5 last known addresses.

6 7. In order to determine the "last known addresses" to which Verizon
7 Wireless will send the Notice and Claim Form pursuant to paragraph 6 of this Order, Verizon
8 Wireless shall identify each Settlement Class Member to the extent practicable from its records.
9 The Settlement Administrator will use the United States Postal Service address update to update
10 the address of the Settlement Class Members.

11 8. Verizon Wireless shall file a declaration of compliance with the
12 requirements of paragraph 6 of this Order on or before December 16, 2005.

13 9. The Court finds that the Parties' plan for providing notice to the settlement
14 Class Members (the "Notice Plan") described in Article IV of the Settlement Agreement
15 constitutes the best notice practicable under the circumstances and shall constitute due and
16 sufficient notice to the Settlement Class Members of the pendency of the Action, preliminary
17 certification of the Settlement Class, the terms of the Settlement Agreement, and the Final
18 Approval Hearing, and complies fully with the requirements of the California Rules of Court, the
19 California Code of Civil Procedure, the Constitution of the State of California, the United States
20 Constitution, and any other applicable law.

21 10. The Court further finds that the Notice Plan described in Article IV of the
22 Settlement Agreement will adequately inform the Settlement Class Members of their right to
23 exclude themselves from the Settlement Class so as not to be bound by the terms of the
24 Settlement Agreement. Any Settlement Class Member who desires to be excluded from the
25 Settlement Class, and therefore not bound by the terms of the Settlement Agreement, must mail to
26 the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and
27 valid written Request for Exclusion bearing a United States postmark of no later than sixty (60)
28 days after the Notice has been sent to the Settlement Class Members. On or before January 9,

1 2006, the Settlement Administrator shall prepare and send to the Court with copies to Class
2 Counsel and Verizon's Counsel a Report on Requests for Exclusions and a Report on Settlement
3 Class Members Ineligible to Receive Settlement Class Relief as set forth in Article V(b) and V(c)
4 of the Settlement Agreement.

5 11. In order to be valid, a Request for Exclusion must: (1) be signed personally
6 by the Settlement Class Member or his or her authorized representative; (2) be timely mailed to
7 the Settlement Administrator; (3) clearly request exclusion from the Settlement Class; and (4)
8 contain the Settlement Class Member's name, address, and telephone number. Any Settlement
9 Class Member who elects to be excluded shall not be entitled to receive any of the benefits of the
10 Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement,
11 and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing. The
12 names and addresses of all Persons timely submitting valid Requests for Exclusion shall be
13 provided to the Court under seal.

14 12. Upon the Effective Date, all Settlement Class Members who have not
15 submitted a valid and timely Request for Exclusion in the manner set forth in paragraph 11 of this
16 Order shall be Settlement Class Members and shall be bound by the terms of the Settlement
17 Agreement and the Order and Judgment, regardless of whether or not they file a valid and timely
18 Claim Form, and any such Settlement Class Members shall be conclusively deemed to have fully
19 and finally released the Released Parties from any and all of the Released Claims.

20 13. Any Settlement Class Member who does not timely submit a valid Request
21 for Exclusion may object to the Settlement Agreement, to Class Counsel's application for
22 attorneys' fees and expenses, to the payment of incentive awards, or to the proposed Order and
23 Judgment. Any such Settlement Class Member shall have the right to appear and be heard at the
24 Final Approval Hearing, either personally or through an attorney retained at the Settlement Class
25 Member's own expense. Any such Settlement Class Member must file with the Court and serve
26 on Class Counsel and Verizon's Counsel, postmarked no later than December 16, 2005, a written
27 notice of intention to appear together with supporting papers including a detailed statement of the
28 specific objections made.

1 14. Service of all papers on counsel for the Parties shall be made as follows:
2 for Class Counsel, to Michael Kelly, Kirtland & Packard, LLP, 2361 Rosecrans Avenue, Fourth
3 Floor, El Segundo California 90045, Behram V. Parekh, Yourman, Alexander & Parekh LLP,
4 3601 Aviation Blvd., Suite 3000, Manhattan Beach, California, 90266, John R. Climaco,
5 Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co. L.P.A., 1220 Huron Road, Suite 1000,
6 Cleveland, Ohio 44115, David P. Meyer, David P. Meyer & Associates Co. LPA, The Arena
7 District, 401 North Front Street, Suite 350, Columbus, Ohio 43215, and Robert I. Harwood and
8 William Weinstein, Wechsler Harwood LLP, 488 Madison Avenue, 8th Floor, New York, New
9 York 10022; for Defendants' Counsel, to Richard Drooyan, Munger, Tolles & Olson LLP, 355 S.
10 Grand Ave., Los Angeles, California 90071-1560. Only Settlement Class Members who have
11 filed and served valid and timely notices of intention to appear, together with supporting papers,
12 shall be entitled to be heard at the Final Approval Hearing, along with their own counsel.

13 15. Any Settlement Class Member who does not make an objection in the time
14 and manner provided in the Notice shall be deemed to have waived such objection and forever
15 shall be foreclosed from making any objection to the fairness or adequacy of the proposed
16 settlement as incorporated in the Settlement Agreement, the payment of attorneys' fees and
17 expenses, the payment of incentive awards, or the Order and Judgment.

18 16. Any Settlement Class Member who is entitled to and wishes to receive a
19 refund or credit as provided for in the Settlement Agreement must sign and timely return a valid
20 Claim Form in accordance with the Settlement Agreement. Any Settlement Class Member who
21 does not request exclusion in the manner set forth in paragraph 11 of this Preliminary Approval
22 Order, and who, despite being entitled to submit a Claim Form, does not timely submit a valid
23 Claim Form, shall not be entitled to receive any relief under the Settlement Agreement, but, in
24 any case, shall be: (a) barred and enjoined from asserting any of the Released Claims against the
25 Released Parties; (b) conclusively deemed to have released any and all of the Released Claims as
26 against the Released Parties; and (c) subject to and bound by the terms of the Settlement
27 Agreement and the provisions of this Order and Judgment.

28 17. In the event that the proposed Settlement does not become Final, or in the

1 event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary
2 Approval Order and all orders entered in connection therewith shall become null and void, shall
3 be of no further force and effect, and shall not be used or referred to for any purposes whatsoever
4 in this civil action or in any other case or controversy; in such event, the Settlement Agreement
5 and all negotiations and proceedings directly related thereto shall be deemed to be without
6 prejudice to the rights of any and all of the Parties, who shall be restored to their respective
7 positions as of the date of the Settlement Agreement.

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

12 **IT IS SO ORDERED**

13 Dated: September 7, 2005



14 _____
15 Honorable Robert Hess
16 Judge of the Los Angeles County Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT AND APPROVAL HEARING

Grant R Opperman, Timothy A. Davis, Amy Blumenfield, Alan C. Ivar, Michael Nunberg, Howard Zhao, Joshua Kaner, John Christian Vinci, and Sunil Kamath, as individuals, and on behalf of all others similarly situated and the general public,

Plaintiffs,

v.

Cellco Partnership, doing business as Verizon Wireless and Verizon Wireless Messaging Services,

Defendants.

To: All present and former customers of Verizon Wireless who activated Verizon Wireless cellular service for a Motorola V710 cellular telephone on or before January 31, 2005.

This notice explains the settlement of a class action lawsuit that concerns the Bluetooth® feature of the Motorola V710 cellular telephone that was sold for use with Verizon Wireless cellular service. The settlement agreement has been preliminarily approved by the Court and provides for a refund or credit to present or former Verizon Wireless customers who purchased the Motorola V710 telephone for one of the Bluetooth® features that was not available on the Motorola V710 telephone sold for use with Verizon Wireless cellular service, and who owned or intended to purchase another Bluetooth® device that supports one of these features.

PLEASE TAKE NOTICE THAT on January 17, 2006, in Department 24 of the Los Angeles Superior Court, 111 N Hill Street, Los Angeles, California, at 8:30 AM, a hearing shall be conducted to determine whether to grant final approval to the settlement agreement, consider any timely objections to the settlement, and rule on the fee and expense application submitted by attorneys for the plaintiffs in this class action lawsuit.

No benefit payments or credits will be made available until after the settlement has become final and non-appealable.

Read this notice carefully. You may be entitled to share in the settlement proceeds of this class action lawsuit. Your rights to a monetary award may be affected.

This is not a lawsuit against you. You are not being sued. This is a notice of proposed class action settlement. In the following notice, you are being told about the features of the proposed settlement, and asked to decide whether you would like to participate in this settlement, oppose it, or exclude yourself from it.

SI USTED DESEA OBTENER UNA COPIA DE ESTE DOCUMENTO LEGAL EN ESPANOL FAVOR DE ACTUAR INMEDIATAMENTE Y ESCRIBIR A:

Verizon Wireless Motorola V710 Settlement Administrator
PO Box 3775
Portland, OR 97208-3775

1. Why did you receive this notice?

This notice has been sent to you because you may be a member of a group of individuals (a class) for whom a settlement with Cellco Partnership, doing business as Verizon Wireless ("Verizon Wireless"), has been reached. Verizon Wireless's records indicate that you activated Verizon Wireless cellular service for a Motorola V710 cellular telephone on or before January 31, 2005, and may be eligible for a refund or credit from the settlement.

2. Who are the parties in this class action?

Grant Opperman, Timothy A. Davis, Amy Blumenfield, Alan C. Ivar, Michael Nunberg, Howard Zhao, Joshua Kaner, John Christian Vinci, and Sunil Kamath, are the named plaintiffs. They contend that Verizon Wireless did not accurately disclose that certain Bluetooth® features were not available on the Motorola V710 cellular telephone that was sold for use with Verizon Wireless cellular service. Plaintiffs filed this lawsuit as a class action to assert their own individual claims and to represent a class of persons who have similar claims. The defendants are Cellco Partnership, doing business as Verizon Wireless, and Verizon Wireless Messaging Services. The lawsuit is pending in the Los Angeles County Superior Court before Judge Robert Hess.

3. Are you a member of the class?

The class to whom this notice is being sent consists of all present and former customers of Verizon Wireless who activated Verizon Wireless cellular service for a Motorola V710 cellular telephone on or before January 31, 2005.

4. What is this lawsuit about?

Plaintiffs claim that Verizon Wireless did not accurately disclose that certain Bluetooth® features were not supported by the Motorola V710 available with Verizon Wireless cellular service. Plaintiffs allege that defendants violated sections of the Business and Professions Code that address unfair competition and false or misleading statements, and sections of the Civil Code that address fraud and negligent misrepresentation.

Verizon Wireless contends that its marketing materials were not deceptive and they accurately informed customers of the Bluetooth® features for the Motorola V710 cellular telephone available with Verizon Wireless cellular service.

Based on the information available to both sides, and the risks involved in a trial, attorneys for the class have concluded that the proposed settlement is fair, reasonable, and adequate, and that it serves the best interests of class members.

5. What do you have to do to receive compensation or benefits from the settlement?

You must timely submit a complete claim form affirming under penalty of perjury each of the following: (1) you activated Verizon Wireless Cellular Service for a Motorola V710 cellular telephone on or before January 31, 2005; (2) purchased the Motorola V710 cellular telephone because you believed it would support Bluetooth® object exchange or file transfer features; and (3) own another Bluetooth® enabled device that supports either the object exchange or file transfer features or intended to purchase such a device. The claim form must also indicate the type of relief you are seeking. You will also be required to return your Motorola V710 telephone and certain accessories to Verizon Wireless at no cost to you at a later date if you choose to obtain a refund.

6. **What compensation or benefits will the settlement provide?**

The settlement, if it is finally approved by the Court, provides the following options to those class members who submit a claim form, including the certification under penalty of perjury set out in paragraph 5:

- a. Current Verizon Wireless customers who want to keep their Motorola V710 phone(s) will receive a \$25 credit on their bill for Verizon Wireless cellular services.
- b. Current Verizon Wireless customers who do not want to keep their Motorola V710 phone(s) can cancel their service contract without paying an early termination fee and return their phone(s) and the accessories identified below for a refund up to the purchase price.
- c. Current Verizon Wireless customers who do not want to keep their Motorola V710 phone(s), but want to keep their Verizon Wireless service can return their phone(s) and the accessories identified below for a credit toward the purchase of a new phone and accessories on the same terms and conditions available to new Verizon Wireless customers. (Please note that to be eligible for certain promotional prices, customers may be required to enter into new one year or two year contracts.)
- d. Former Verizon Wireless customers who cancelled their service will receive a refund of any amounts they paid to cancel their service and can return their phone(s) and the accessories identified below for a refund up to the purchase price.

Any credits that customers have already received will be offset from any amounts to which they may be entitled under the terms of the settlement. Customers cannot make any changes once they have selected the relief they want to receive as a result of the settlement. Customers who choose a refund option and submit proof of the amount they paid for their Motorola V710 phone and accessories will be entitled to receive a full refund of the amount they paid for the phone and accessories. Customers who do not have or do not submit proof of the amount they paid for the phone and accessories will be entitled to receive a refund of \$200.

The following accessories that are compatible solely with the Motorola V710 phone can be returned to Verizon Wireless for a refund pursuant to the settlement:

Extra standard battery – Model 66510

Extended battery – Model 66509

Leather case – Model MOT710CAS

Extra holster – Model 66516

HF Kit hang cup – Model SYN999B or 66512

Bluetooth installed car kit – Model S9642 or 66554

Mobile phone tool – Model 98653H

Replacement antenna – Model RLN5712A

NOTE: Once you submit a claim form selecting relief, you cannot later select a different relief option. No benefits will be made available until after approval of the settlement by the Court becomes final. Once the settlement becomes final, if you have chosen to return your phone and any accessories for a refund, you will at that point receive a separate mailing with instructions on how to return your Motorola V710 phone and any accessories for a refund. If you have chosen to receive a bill credit, you will receive a credit on your Verizon Wireless bill.

DO NOT RETURN YOUR PHONE OR ANY ACCESSORIES WITH YOUR CLAIM FORM AT THIS TIME.

If you are a member of the class receiving this notice, and you do not file a claim, you will not be entitled to receive any credits or cash payments for the claims that are the subject of this lawsuit.

7. **How much money will the attorneys be paid and who will pay it?**

The attorneys for the plaintiffs and the class will submit to the Court for approval a request for attorneys' fees and expenses, to be paid by defendants. Defendants have reserved the right to contest the request, in whole or in part. Plaintiffs' counsel will request up to the following amount:

Attorneys' Fees and Expenses To Be Requested: \$6,300,000, plus expenses not to exceed \$60,000.

The Court will determine the amount of any fees and expenses awarded to plaintiffs' counsel, which will not be deducted from the credits or refund payments made to the class. The amount of money that any individual class member may receive will not depend upon the amount of fees or expenses awarded to counsel or the number of claim forms submitted.

8. **Will the individuals who pursued this lawsuit on behalf of the class receive anything in addition to the benefits provided to other members of the class?**

Yes. Each of them will receive \$500, as an incentive award for their effort and time expended in this litigation.

9. **What are your options?**

If you are a member of the class and have received this notice, you will have the following options:

- File a claim if you meet the criteria set out in paragraph 5 above.
- Do nothing, thereby foregoing the possibility of receiving any class relief.
- Stay in the class and file an objection if you disagree with any part of the settlement or the request for attorneys' fees or expenses.
- Exclude yourself from the class, which means you will not participate in any of the financial benefits from the proposed settlement, will not be bound by the releases made or judgment entered in connection with the settlement, and will not be permitted to object to any part of the settlement.

The following sections explain the consequences of pursuing each option.

a. **What happens if you file a claim?**

If you are a class member and you complete and mail the enclosed claim form, and if the mailed claim form is approved by the settlement administrator, you will receive the refund or credit described above once the settlement has become final.

Unless you submit a request for exclusion (see section 9d below), you will be prohibited from bringing a lawsuit against the defendants based on or related to any of the claims asserted by the plaintiffs.

The enclosed claim form provides direction as to how the claim form should be filled out, and the deadline for submission.

In the claim form, you will be required, among other things, to state under penalty of perjury, that you are the person to whom the Notice of class action settlement was addressed; and that you (1) activated Verizon Wireless cellular service for a Motorola V710 cellular telephone on or before January 31, 2005; (2) purchased a Motorola V710 cellular telephone because you believed it would support the Bluetooth® object exchange or file transfer features; and (3) own another Bluetooth® enabled device that supports either the object exchange or file transfer features or intended to purchase such a device.

If you file a claim form, attorneys for the class will act as your representatives while your claim is processed, at no cost to you.

b. What happens if you do not file a claim?

Under the terms of the settlement, if you do not file a claim form, you will not receive any refund or credit. Assuming the Court approves the settlement, and if you do not file a claim, but do not submit a request for exclusion, you nevertheless will be prohibited from bringing or joining any lawsuit against the defendants based on or related to any of the claims asserted by the plaintiffs.

c. How do I file an objection?

You must state your objection in writing and file it with the Court postmarked no later than December 16, 2005. The objection should be addressed to the Honorable Robert Hess, Superior Court Judge, Department 24, Los Angeles Superior Court, 111 N Hill Street, Los Angeles, California, 90012, and marked to indicate "objections to proposed settlement in *Opperman, et al., v. Verizon Wireless*, Case No. BC 32764."

You must simultaneously mail your objection to plaintiffs' attorneys:

Michael L. Kelly, Esq.
Kirtland & Packard LLP
2361 Rosecrans Avenue, 4th Floor
El Segundo, CA 90245

Bhram V. Parekh Esq.
Yourman, Alexander & Parekh LLP
3601 Aviation Blvd., Ste 3000
Manhattan Beach, CA 90266

John R. Climaco, Esq.
Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co, LPA
1220 Huron Road, Ste 1000
Cleveland, OH 94115

David P. Meyer
David P. Meyer & Associates Co. LPA
The Arena District, 401 North Front St, Ste 350
Columbus, OH 43215

Robert I. Harwood, Esq. & William Weinstein, Esq.
Wechsler Harwood LLP
488 Madison Avenue, 8th Floor
New York, NY 10022

And to defendants' attorneys:

Richard E. Drooyan, Esq.
Munger, Tolles & Olson LLP
355 S. Grand Ave.
Los Angeles, CA 90071.

Included in any such objection must be a statement of the basis for your objection and a declaration under penalty of perjury stating that you are a member of the class as described in section 3 above. If you do not properly file and serve an objection by the required date, any objections you may have to the settlement will be waived.

d. How do I exclude myself from the class?

You can exclude yourself from the class, which means you will not participate in any aspect of the settlement and you may pursue your own claims, if any, at your own expense against the defendants. To exclude yourself, you must state your request to be excluded in writing and deliver or postmark your request no later than _____, 2005 to:

Verizon Wireless Motorola V710 Settlement Administrator
P.O.Box 3775
Portland, OR 97208-3775

You must simultaneously mail your exclusion request to plaintiffs' attorneys:

Michael L. Kelly, Esq.
Kirtland & Packard LLP
2361 Rosecrans Avenue, 4th Floor
El Segundo, CA 90245

Bhram V. Parekh Esq.
Yourman, Alexander & Parekh LLP
3601 Aviation Blvd., Ste 3000
Manhattan Beach, CA 90266

John R. Climaco, Esq.
Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co, LPA
1220 Huron Road, Ste 1000
Cleveland, OH 94115

David P. Meyer
David P. Meyer & Associates Co. LPA
The Arena District, 401 North Front St, Ste 350
Columbus, OH 43215

Robert I. Harwood, Esq. & William Weinstein, Esq.
Wechsler Harwood LLP
488 Madison Avenue, 8th Floor
New York, NY 10022

and to defendants' attorneys:

Richard E. Drooyan, Esq.
Munger, Tolles & Olson LLP
355 S. Grand Ave.
Los Angeles, CA 90071.

10. **When will the Court conduct the Approval Hearing?**

The Court will conduct a public hearing to determine whether to approve the proposed settlement, and determine the amount of fees and expenses to be awarded to the attorneys for the plaintiffs and the class and payment of the incentive fees, on January 17, 2006. Although the hearing will be open to the public, you will not be permitted to speak in opposition to the issues above at the hearing unless you have filed a timely objection to the settlement, the attorneys' fees and expenses, or the incentive fees in the manner described above. If you have filed an objection, you may appear with your own counsel and be heard at the hearing.

11. **Where can you get additional information?**

This notice provides only a summary of matters regarding the lawsuit. The documents, settlement agreement, and orders in the lawsuit provide greater detail and may clarify matters that are described only in general or summary terms in this notice. Copies of the settlement agreement, other documents, court orders, and other information related to the lawsuit may be examined at www.verizonwireless.com/V710Settlement.

You may also examine the settlement agreement, the Court orders and the other papers filed in the lawsuit at the Office of the Clerk of the Los Angeles County Superior Court at 111 N Hill Street, Los Angeles, CA, 90012, during regular business hours. If you wish, you may seek the advice and guidance of your own attorney, at your own expense.

If you wish to communicate with or obtain information from attorneys for the class, you may do so by letter or telephone at the addresses and numbers listed below. You should direct any such inquiries concerning a claim or other matters described in this notice to plaintiffs' attorneys:

Michael L. Kelly, Esq.
Kirtland & Packard LLP
2361 Rosecrans Avenue, 4th Floor
El Segundo, CA 90245
Telephone: (310) 536-1000

Behram V. Parekh Esq.
Yourman, Alexander & Parekh LLP
3601 Aviation Blvd., Ste 3000
Manhattan Beach, CA 90266
Telephone: (310) 725-6400

John R. Climaco, Esq.
Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co, LPA
1220 Huron Road, Ste 1000
Cleveland, OH 94115
Telephone: (216) 621-8484

David P. Meyer
David P. Meyer & Associates Co. LPA
The Arena District, 401 North Front St, Ste 350
Columbus, OH 43215
Telephone: (614) 224-6000

Robert I. Harwood, Esq. & William Weinstein, Esq.
Wechsler Harwood LLP
488 Madison Avenue, 8th Floor
New York, NY 10022
Telephone: (212) 935-7400

Please do not contact the Court, Counsel for Verizon Wireless, or any Verizon Wireless representative for information.

By order of the Los Angeles County Superior Court

Dated: _____

Hon. Robert Hess

EXHIBIT 2

Verizon Wireless Motorola V710 Settlement
CLAIM FORM

Verizon Wireless Motorola V710 Settlement Administrator
PO Box 3775
Portland, OR 97208-3775

Jane Claimant
4253 First St
Sample, CA 95504

CLAIMANT INFORMATION		
Make corrections to the information on the left in the spaces provided.		
Customer Name (First, Middle, Last)		
Mailing Address		
City	State	Zip
Verizon Wireless Cellular Telephone Number, including Area Code		

If you want to participate in the Settlement, you must complete this form and submit it to the address below, postmarked by _____, 2005, after first reading the attached NOTICE and CLAIM FILING INSTRUCTIONS.

SECTION A: CERTIFICATION UNDER PENALTY OF PERJURY

I certify, under penalty of perjury, that:

1. I am the person to whom the *Notice of Class Action Settlement* was addressed; and
2. I activated Verizon Wireless Cellular Service for a Motorola V710 cellular telephone on or before January 31, 2005; and
3. I purchased a Motorola V710 cellular telephone because I believed it would support object exchange or file transfer features; and
4. I own another Bluetooth® enabled device that supports either object exchange or file transfer features or I had intended to purchase such a device.

Customer Signature

Date

you do not sign the Certification Under Penalty of Perjury, you will not be able to receive any relief pursuant to the Settlement and should not submit this Claim Form. If you have signed the Certification, please continue below.

SECTION B: CREDITS ALREADY RECEIVED

Please indicate the amount and date of credits or refunds you recall receiving, if any, in response to any complaints that you made to Verizon Wireless regarding its cellular services for the Motorola V710 cellular telephone.

Amount of credits received: _____

Date(s) credits received: _____

SECTION C: SELECTION OF CLASS RELIEF

If you are currently a Verizon Wireless customer, please indicate the settlement class relief you would like to receive if the Settlement Administrator approves your claim by checking one of the following three options:

- OPTION 1:** I want to receive a \$25 credit on my bill for Verizon Wireless cellular services; OR
- OPTION 2:** I want to cancel my Verizon Wireless service contract without an early termination fee and return my Motorola V710 cellular telephone, with or without accessories, for a refund up to the purchase price; OR
- OPTION 3:** I want to return my Motorola V710 cellular telephone, with or without accessories, for a refund up to the purchase price of a new cellular phone, but keep my Verizon Wireless service.

If you are not currently a Verizon Wireless customer, please indicate whether you paid an early termination fee to cancel your Verizon Wireless cellular service.

- YES,** I paid an early termination fee to cancel my Verizon Wireless cellular service.
- NO,** I did not pay an early termination fee to cancel my Verizon Wireless cellular service.

IMPORTANT INFORMATION: Please note that Verizon Wireless may submit any documents in its possession challenging any representation made by you in this Claim Form and that your claim will be reviewed by the Settlement Administrator and may be proved or denied. The Settlement Administrator may provide you with written notice if your claim is denied. Please also note that if you are notified by the Settlement Administrator that your claim has been denied or reduced, the determination of the Settlement Administrator may be appealed to the Superior Court of Los Angeles County.

Mail to: Verizon Wireless Motorola V710 Settlement Administrator, PO Box 3775, Portland, OR 97208-3775

**VERIZON WIRELESS MOTOROLA V710 SETTLEMENT
CLAIM FILING INSTRUCTIONS**

Please read carefully the attached Notice describing a settlement that has been preliminarily approved by the court in a class action lawsuit entitled *Grant R. Opperman, et al., v. Celco Partnership doing business as Verizon Wireless, et al.*, Los Angeles Superior Court Case No. BC 326764, which concerns the Bluetooth® features on the Motorola V710 cellular telephone available for use with cellular telephone service provided by Verizon Wireless.

You are receiving this Claim Form because Verizon Wireless' records indicate that you may have activated Verizon Wireless cellular telephone service for a Motorola V710 telephone, and therefore may be entitled to a refund or credit pursuant to the Settlement, as described more fully in the Notice. Please note, though, that to be eligible to receive benefits under the settlement, customers must sign a Certification Under Penalty of Perjury that they purchased a Motorola V710 cellular telephone because they believed that it would support Bluetooth® object exchange or file transfer features and either own another Bluetooth® enable device that supports either the object transfer or file transfer features or intended to purchase such a device.

It is important to read and follow these instructions carefully. Failure to follow the instructions could result in the rejection of your claim for benefits.

In order to receive any payment or credit to which you may be entitled under the Settlement in this case, you must complete and return the claim form that accompanies these instructions.

1. Step One – Complete the Claim Form and Sign Under Penalty Of Perjury

In order to be eligible for any refund or credit, you must sign the Certification Under Penalty of Perjury, select the relief you want, and provide information on any credits you have already received. This information will assist the Settlement Administrator in determining if you are entitled to a refund or credit pursuant to the settlement. Individuals who do not sign the Certification Under Penalty of Perjury will not be eligible to receive any relief pursuant to the Settlement.

2. Step Two – Mail the Claim Form to the Settlement Administrator

You must return the Claim Form to the Settlement Administrator on or before the deadline of _____, 2005.

The completed claim form must be mailed so that it is postmarked on or before _____, 2005 by folding the claim form, inserting it into an envelope, affixing first-class postage, and mailing it to the following address:

**Verizon Wireless Motorola V710 Settlement Administrator
P.O.Box 3775
Portland, OR 97208-3775**

IF YOU FAIL TO SUBMIT YOUR CLAIM FORM ON OR BEFORE _____, YOUR CLAIM WILL BE REJECTED AND YOU WILL BE PRECLUDED FROM RECEIVING ANY PAYMENT OR CREDIT FROM THE SETTLEMENT OF THIS LITIGATION.

No claim form will be accepted without an original signature. A claim form will be deemed submitted when postmarked or, if submitted other than by first-class mail, on the date actually received by the Settlement Administrator.

FAILURE TO FILL OUT THE CLAIM FORM COMPLETELY MAY RESULT IN THE REJECTION OF YOUR CLAIM.

NOTE: DO NOT RETURN YOUR PHONE OR ANY ACCESSORIES, OR ANY DOCUMENTATION REGARDING YOUR PURCHASE OF THE MOTOROLA V710 WITH YOUR CLAIM FORM AT THIS TIME. No benefits will be made available until after approval of the settlement by the Court becomes final, including exhaustion of any appeals from the approval of the settlement. Once the settlement becomes final, if you have chosen to return your phone and any accessories for a refund, you will at that point receive a separate mailing with instructions on how to return your Motorola V710 phone and any accessories at no cost to you for a refund. If you have chosen to terminate your service, you will remain obligated to pay for the service until it is terminated within three (3) days of the Settlement Administrator's receipt of your Motorola V710 and any Accessories. If you have chosen to receive a bill credit, you will receive a credit on your Verizon Wireless bill.

If you are filing on behalf of a company, you must provide proof that you are the authorized representative and have authority to act on the company's behalf and sign the claim form. Additionally, you must file a separate claim for each phone for which you wish the company to receive benefits.

1 **PROOF OF SERVICE BY MAIL**

2 I am employed in the County of Los Angeles, State of California. I am over the
3 age of 18 and not a party to the within action. My business address is Munger, Tolles & Olson
4 LLP, 355 South Grand Avenue, Thirty-Fifth Floor, Los Angeles, California 90071-1560.

5 On August 31, 2005, I served the foregoing document described as [REVISED
6 PROPOSED] ORDER RE: PRELIMINARY APPROVAL OF PROPOSED CLASS
7 ACTION SETTLEMENT on the interested parties in this action by placing true copies thereof
8 enclosed in sealed envelopes addressed as follows:

9

10 Michael L. Kelly KIRTLAND & PACKARD, LLP 2361 Rosecrans Avenue, Fourth Fl. El Segundo, CA 90245 Email: mlk@kirtlandpackard.com	Kevin Yourman Behram V. Parekh YOURMAN, ALEXANDER & PAREKH 3601 Aviation Blvd., Ste. 3000 Manhattan Beach, CA 90266
13 John R. Climaco CLIMACO LEFKOWITZ PECA WILCOX & GAROFOLI CO., L.P.A. 1288 Euclid Avenue, Ste. 900 Cleveland, OH 44115	David P. Meyer DAVID P. MEYER & ASSOCIATES CO. LPA The Arena District 401 North Front Street, Ste. 350 Columbus, OH 43215
16 William R. Weinstein WECHSLER HARWOOD LLP 488 Madison Avenue, 8 th Fl. New York, NY 10022	

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19 I am "readily familiar" with the firm's practice of collection and processing
20 correspondence for mailing. Under that practice it would be deposited with the U.S. postal
21 service on that same day with postage thereon fully prepaid at Los Angeles, California in the
22 ordinary course of business. I am aware that on motion of the party served, service is presumed
23 invalid if postal cancellation date or postage meter date is more than one day after date of deposit
24 for mailing affidavit.

25 I declare under the penalty of perjury that the foregoing is true and correct.
26 Executed on August 31, 2005, at Los Angeles, California.

27
28 _____
Sharon Nial