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6 Message Services

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

**STIPULATION OF SETTLEMENT**

1 It is hereby stipulated by and among the undersigned Parties, subject to the  
2 approval of the Court pursuant to Rule 1859 of the *California Rules of Court*, that the settlement  
3 of this Action shall be effectuated pursuant to the terms and conditions set forth in this Settlement  
4 Agreement.

5 ARTICLE I.

6 PREAMBLE

7 (a) WHEREAS, Defendant Cellco Partnership, doing business as Verizon Wireless  
8 ("Verizon Wireless"), is a partnership organized under the laws of the State of Delaware with its  
9 principal place of business in New Jersey, Defendant Verizon Wireless Messaging Services is a  
10 corporation organized under the laws of Texas, and Defendant Verizon Wireless Services, LLC,  
11 is a limited liability company organized under the laws of Delaware.

12 (b) WHEREAS, beginning in or about August 2004, Verizon Wireless offered for sale  
13 the Motorola V710 wireless cellular telephone handset manufactured by Motorola Corporation  
14 (the "Motorola V710 telephone") throughout the United States.

15 (c) WHEREAS, Verizon Wireless' marketing materials represented that the Motorola  
16 V710 telephone offered Bluetooth® technology that could be used with Verizon Wireless' cellular  
17 telephone services.

18 (d) WHEREAS, certain of the Plaintiffs are the named plaintiffs in the Amended  
19 Complaint filed on January 20, 2005, in the above-captioned action entitled *Grant R. Opperman,*  
20 *et al. v. Cellco Partnership, et al.*, Los Angeles Superior Court Case No. 237806 (the "Action"),  
21 in which they seek to represent an alleged class of all persons who activated Verizon Wireless  
22 cellular services for a Motorola V710 telephone in California.

23 (e) WHEREAS, certain of the Plaintiffs are the named plaintiffs in the action filed on  
24 January 7, 2005, entitled *Howard M. Zhao v. Verizon Wireless, Inc.*, No. 05 551545, pending in  
25 the Court of Common Pleas, Cuyahoga County, Ohio (the "Zhao Action") and others are the  
26 named plaintiffs in the arbitration filed on January 20, 2005, in the matter entitled in *Joshua A.*  
27 *Kaner, et al., v. Cellco Partnership doing business as Verizon Wireless*, No. 11 494 00161 05,  
28 pending before the American Arbitration Association in New York, New York (the "Kaner

1 Arbitration”), in which they seek to represent an alleged class of all persons who activated  
2 Verizon Wireless cellular services for a Motorola V710 telephone in the United States.

3 (f) WHEREAS, Plaintiffs assert various claims concerning Verizon Wireless’s  
4 disclosures regarding what Bluetooth® technology features were available for customers who  
5 activated Verizon Wireless cellular services for the Motorola V710 phone.

6 (g) WHEREAS, Verizon Wireless denies all the allegations of the Amended  
7 Complaint, the Zhao Action, and the Kaner Arbitration, and all allegations of wrongdoing and  
8 liability.

9 (h) WHEREAS, Plaintiffs and their counsel have concluded, in light of the costs,  
10 risks, and delay of litigation, particularly in this complex putative class action, that this Settlement  
11 is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class.

12 (i) WHEREAS, Verizon Wireless has concluded, in light of the costs and delay of  
13 litigation, that settlement of this Action is appropriate on the terms and conditions set forth herein.

14 NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of  
15 the agreements, promises, and covenants set forth in this Stipulation Of Settlement, and subject to  
16 approval of the Court, this Action shall be fully and finally settled and dismissed with prejudice  
17 and without costs under the following terms and conditions:

18 ARTICLE II.

19 DEFINITIONS

20 As used in this Agreement and the related documents attached hereto as exhibits,  
21 the following terms shall have the meanings set forth below:

22 (a) “Accessories” means cellular telephone accessories marketed and sold by Verizon  
23 Wireless that (i) are compatible only with the Motorola V710 telephone; (ii) listed on Exhibit X  
24 to this Agreement, and (iii) are returned to the Settlement Administrator along with a Motorola  
25 V710 telephone in accordance with Article V(e)(6) and (7).

26 (b) “Action” means the civil action entitled *Grant R. Opperman, et al. v. Celco*  
27 *Partnership doing business as Verizon Wireless, et al.*, Los Angeles Superior Court Case No. BC  
28 326764.

1 (c) "Approved Claim" means a Claim Form determined by the Settlement  
2 Administrator to be valid in accordance with Article II(d) or as resolved in favor of a claimant  
3 pursuant to Article V.

4 (d) "Claim Form" means the claim form substantially in the form of Exhibit D to this  
5 Settlement Agreement. To be valid, a Claim Form must: (1) be fully completed; (2) be certified  
6 under penalty of perjury by the Settlement Class Member; and (3) be timely mailed to the  
7 Settlement Administrator. The Certification Under Penalty of Perjury shall be signed by the  
8 Settlement Class Member and certify that he or she is the person to whom the Notice was  
9 addressed; and that he or she (1) activated Verizon Wireless Service for a Motorola V710  
10 telephone on or before January 31, 2005; (2) purchased a Motorola V710 telephone because he or  
11 she believed it would support the object exchange or file transfer features; and (3) owns another  
12 Bluetooth® enabled device that supports either the object exchange or file transfer features or had  
13 intended to purchase such a device.

14 (e) "Class Counsel" means the law firms Kirtland & Packard LLP; Yourman,  
15 Alexander & Parekh LLP, Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co., L.P.A.; David P.  
16 Meyer & Associates Co., LPA and Wechsler Harwood LLP..

17 (f) "Class Representatives" or "Plaintiffs" means Grant R. Opperman, Timothy A.  
18 Davis, Amy Blumenfield, Alan C. Ivar, Michael Nunberg, Howard M. Zhao, Joshua A. Kaner,  
19 John Christian Vinci, and Sunil Kamath.

20 (g) "Court" means the Superior Court of the State of California for the County of Los  
21 Angeles.

22 (h) "Credit" means a bill credit towards any cellular telephone service or product  
23 offered by Verizon Wireless.

24 (i) "Claiming Current Customer(s)" means a Settlement Class Member who (i) is a  
25 Customer (as defined in Article II(k) of this Agreement) and (ii) has not cancelled his or her  
26 Verizon Wireless Cellular Service prior to the date upon which he or she submits a Claim Form to  
27 the Settlement Administrator.

1 (j) "Claiming Former Customer(s)" means a Settlement Class Member who (i) is a  
2 Customer (as defined in Article II(k) of this Agreement and (ii) cancels or has cancelled his or  
3 her Verizon Wireless Cellular Service prior to the date upon which he or she submits a Claim  
4 Form to the Settlement Administrator.

5 (k) "Customer" means a person who, as indicated by Verizon Wireless' records, or by  
6 customer records to the satisfaction of the Settlement Administrator, activated Verizon Wireless  
7 Cellular Service for a Motorola V710 telephone on or before January 31, 2005.

8 (l) "Defendants" means Cellco Partnership, doing business as Verizon Wireless,  
9 Verizon Wireless Messaging Services, and Verizon Wireless Services LLC.

10 (m) "Defendants' Counsel" means Munger, Tolles & Olson LLP.

11 (n) "Effective Date" means the first day by which all of the following events shall  
12 have occurred: (1) the Court has entered the Preliminary Approval Order as set forth in Article  
13 VIII(b) of this Agreement; (2) the Court has entered the Order and Judgment as set forth in  
14 Article VIII(d) of this Agreement; (3) the Order and Judgment has become Final as defined in  
15 Article II(p) of this Agreement; and (4) Dismissals of the Related Litigation have become Final as  
16 defined in Article II(p) of this Agreement.

17 (o) "Fee and Expense Application" means that written motion or application by which  
18 Class Counsel requests that the Court award them fees and/or expenses.

19 (p) "Final" with respect to the Order and Judgment (as defined in Article II(s) of this  
20 Agreement) means the Order and Judgment as entered on the docket by the Court in this Action,  
21 which has not been reversed, stayed, modified, or amended, and as to which (1) the time to appeal  
22 under the *California Rules of Court* has expired and no appeal or further appeal has been timely  
23 filed, or (2) any appeal has been resolved by the highest court to which it was appealed upholding  
24 or affirming the Order and Judgment.. An appeal pertaining solely to an application for or award  
25 of attorneys' fees, costs, and expenses shall not in any way delay or preclude the Order and  
26 Judgment from being Final. "Final" with respect to the Related Litigation means that the time to  
27 appeal dismissal of the Zhao Action has expired or the dismissal has been upheld or affirmed by  
28

1 the highest appellate court in Ohio to which the dismissal was appealed and the American  
2 Arbitration Association ~~has~~ confirmed that it has closed the Kaner Action.

3 (q) "Final Approval Hearing" means the hearing at which the Court shall:  
4 (1) determine whether to ~~grant~~ final approval to this Settlement Agreement; (2) consider any  
5 timely objections to this Settlement and all responses to objections by the Parties; and (3) rule on  
6 the Fee and Expense Application.

7 (r) "Notice" means the notice of class action settlement attached hereto as Exhibit C.  
8 (s) "Order and Judgment" means the order, substantially in the form attached hereto  
9 as Exhibit B, in which the Court grants final approval of this Settlement Agreement and  
10 authorizes the entry of a Final judgment and dismissal of the Action.

11 (t) "Parties" means Verizon Wireless and Plaintiffs in their capacities as Class  
12 Representatives.

13 (u) "Person" or "Persons" means any natural person, firm, corporation, unincorporated  
14 association, partnership or other form of legal entity or government body, including its agents and  
15 representatives.

16 (v) "Preliminary Approval Order" means the order, substantially in the form of  
17 Exhibit A hereto, in which the Court grants its preliminary approval to this Settlement  
18 Agreement, approves Plaintiffs as Class Representatives, preliminarily approves certification of  
19 the Settlement Class for settlement purposes only, authorizes dissemination of Notice to the  
20 Settlement Class, and enjoins and members of the Settlement Class from filing any other actions  
21 based upon any of the Released Claims as defined in Article II(z).

22 (w) "Refund" means (i) the actual amount paid by a Customer for a Motorola V710  
23 telephone and/or Accessories on presentation of proof of the amount paid for the telephone and/or  
24 Accessories or (ii) \$200 if the Customer does not have proof of the amounts paid for the  
25 telephone and/or Accessories.

26 (x) "Refund Credit" means a Credit that may be used towards the purchase of a  
27 Verizon Wireless telephone and accessories on the same terms and conditions available to new  
28

1 Verizon Wireless customers in the amount of (i) the actual amount paid by a Customer for a  
2 Motorola V710 telephone and Accessories on presentation of proof of the amount paid for the  
3 telephone and/or Accessories or (ii) \$200 if the Customer does not have proof of the amounts  
4 paid for the telephone and/or Accessories.

5 (y) "Related Litigation" means the action entitled *Howard M. Zhao v. Verizon*  
6 *Wireless, Inc.*, pending in Cuyahoga County, Ohio (the "Zhao Action") and the arbitration  
7 entitled in *Joshua A. Kaner, et al., v. Cellco Partnership doing business as Verizon Wireless*  
8 pending before the American Arbitration Association in New York, New York (the "Kaner  
9 Arbitration").

10 (z) "Released Claims" means any and all actions, causes of action, claims, demands,  
11 liabilities, obligations, fees, costs, sanctions, proceedings and/or rights of any nature and  
12 description whatsoever, including violations of any state or federal statutes, rules or regulations,  
13 or principles of common law, whether liquidated or unliquidated, known or unknown, in law or in  
14 equity, whether or not concealed or hidden, that have been asserted in this Action or the Related  
15 Litigation or that might have been asserted in this Action or the Related Litigation by Plaintiffs on  
16 behalf of themselves or the Settlement Class concerning, regarding, arising out of, or in any way  
17 relating to the Bluetooth® features or Bluetooth® functionality of the Motorola V710 telephone.

18 (aa) "Released Parties" means (1) Verizon Wireless, Verizon Wireless Messaging  
19 Services, and Verizon Wireless Services LLC; (2) their present and former subsidiaries, parents,  
20 partners, affiliates, successors, and predecessors, (3) all Persons on whose behalf any of the  
21 foregoing entities acted or purported to act, (4) any agent, retailer, or business authorized by  
22 Verizon Wireless to provide or activate Verizon Wireless Cellular Service, and (5) for each of the  
23 foregoing Persons and entities, each of their present, former, or future officers, directors,  
24 shareholders, employees, representatives, agents, principals, consultants, contractors, insurers,  
25 accountants, attorneys, partners, members, administrators, legatees, executors, heirs, estates,  
26 successors in interest or assigns or any other Person with whom any of them is affiliated or  
27 otherwise for whom any of them is responsible at law or in equity.

28 (bb) "Releasing Parties" means Plaintiffs and each Settlement Class Member.

1 (cc) "Request for Exclusion" means a request for exclusion from the Settlement Class  
2 submitted by a Customer, pursuant to the instructions set forth in the Notice, to the Settlement  
3 Administrator no later than sixty (60) days after the date of the Notice. To be valid, a Request for  
4 Exclusion must: (1) be signed by the Customer or his or her authorized representative; (2) be  
5 timely mailed to the Settlement Administrator; (3) clearly request exclusion from the Settlement  
6 Class; and (4) contain the Customer's name, address, and telephone number.

7 (dd) "Settlement Administrator" means Poorman-Douglas Corporation. The Parties  
8 shall request that the Court approve the selection of Poorman-Douglas Corporation in the  
9 Preliminary Approval Order to perform the functions assigned to the Settlement Administrator by  
10 this Settlement Agreement.

11 (ee) "Settlement Agreement," "Settlement," or "Agreement" means this Stipulation Of  
12 Settlement, including the attached Exhibits.

13 (ff) "Settlement Class" means the class certified for settlement purposes only,  
14 consisting of Customers who activated Verizon Wireless Cellular Service for a Motorola V710  
15 telephone on or before January 31, 2005.

16 (gg) "Settlement Class Member" means any Customer who does not submit a timely  
17 and valid Request for Exclusion.

18 (hh) "Verizon Wireless" means Celco Partnership doing business as Verizon Wireless,  
19 and its authorized agents.

20 (ii) "Verizon Wireless Cellular Service" means cellular telephone service offered by  
21 Verizon Wireless for the Motorola V710 cellular telephone.

### 22 ARTICLE III.

#### 23 SETTLEMENT CLASS RELIEF

24 In consideration of a full, complete, and final settlement of this Action, and in  
25 consideration of dismissal of the Action with prejudice, the Dismissals and Release in Article  
26 VIII below, and subject to the Court's approval, the Parties agree to the following:

- 27 (a) Subject to Article III(c) below, Claiming Current Customers who submit an  
28 Approved Claim will be entitled at their election to



- 1 (1) Continue their Verizon Wireless Cellular Service and receive a Credit in  
2 the amount of twenty-five dollars (\$25); or  
3 (2) continue their Verizon Wireless Cellular Service, purchase a new Verizon  
4 Wireless telephone, and return their Motorola V710 telephone and any  
5 Accessories to the Settlement Administrator for a Refund Credit; or  
6 (3) cancel their Verizon Wireless Cellular Service without a cancellation fee  
7 and return their Motorola V710 telephone and any Accessories to the  
8 Settlement Administrator by prepaid mailer for a Refund.

9 (b) Subject to Article III(c) below, Claiming Former Customers who submit an  
10 Approved Claim will be entitled to

- 11 (1) An amount equal to any cancellation fees they paid to cancel their Verizon  
12 Wireless Cellular Service and  
13 (2) Return their Motorola V710 telephone and any Accessories to the  
14 Settlement Administrator by prepaid mailer for a Refund.

15 (c) Any Credit or Refund Credit for, or Refund payable to, a Claiming Current  
16 Customer, and any Refund payable to a Claiming Former Customer pursuant to  
17 this Settlement Agreement shall be subject to offsets for any Credit or monies  
18 received from Verizon Wireless in connection with Verizon Wireless Cellular  
19 Service, which, in the event of a dispute, shall be determined by the Settlement  
20 Administrator from Verizon Wireless' records and any additional materials  
21 submitted by the Customer.

22 (d) To the extent that it has not already done so, no later than the date of the Final  
23 Approval Hearing, Verizon Wireless will revise its advertising and marketing  
24 disclosures to reflect the Bluetooth® technology available on the Motorola V710  
25 telephone marketed or sold by Verizon Wireless.

26 (e) Plaintiffs recognize Verizon Wireless' absolute right to determine which functions  
27 and content will be included, or not included, in the Motorola V710 telephone  
28 offered for sale or marketed by Verizon Wireless at any time now or in the future.

1 ARTICLE IV.

2 NOTICE OF CLASS ACTION SETTLEMENT

3 Notice of the Settlement shall be provided by first-class United States mail or  
4 electronically to Customers as follows:

5 (a) Customer List. Prior to sending the Notice, Verizon Wireless shall identify each  
6 Customer to the extent practicable from Verizon Wireless' records and provide a list of the  
7 Customers to the Settlement Administrator and to Class Counsel.

8 (b) Notice. As soon as practicable after the entry of the Preliminary Approval Order,  
9 and in accordance with the timetable established under the Preliminary Approval Order, Verizon  
10 Wireless shall send the Notice together with a Claim Form in an envelope with a return address of  
11 "Verizon Wireless Motorola Bluetooth® Settlement Administrator" (i) to the billing address of  
12 every Customer who is currently a Customer of Verizon Wireless by first class United States  
13 mail, postage prepaid and (ii) to the last know address of every Customer who was formerly a  
14 Customer of Verizon Wireless by first class United States mail, postage prepaid. The Claim  
15 Form shall be returnable to the Settlement Administrator.

16 (c) Website. Promptly after entry of the Preliminary Approval Order, and in  
17 accordance with the timetable established under the Preliminary Approval Order, the Settlement  
18 Administrator shall establish a web site from which Customers may obtain information about this  
19 Settlement Agreement and copies of the Notice and Claim Form. The Parties will cooperate and  
20 agree on the content and address of the web site. The Court shall resolve any disputes between  
21 the Parties over the content and address of the web site.

22 (d) Declarations of Compliance. No later than twenty-one (21) days before the date  
23 fixed by this Court for the Final Approval Hearing, Verizon Wireless shall provide Class  
24 Counsel, and file with the Court, a declaration attesting to compliance with the notice  
25 requirements set forth above.

26 (e) Best Notice Practicable. Compliance with the procedures described in this Article  
27 is the best notice practicable under the circumstances and shall constitute due and sufficient  
28 notice to Class Members of the pendency of the Action, certification of the Settlement Class, the

1 terms of the Settlement Agreement, and the Final Approval Hearing, and shall satisfy the  
2 requirements of the California Rules of Court, the California Code of Civil Procedure, the  
3 Constitution of the State of California, the United States Constitution, and any other applicable  
4 law.

5 ARTICLE V.

6 DISTRIBUTION OF SETTLEMENT CLASS RELIEF AND DUTIES OF SETTLEMENT  
7 ADMINISTRATOR

8 (a) Settlement Administrator. The Parties, Class Counsel, and Defendants' Counsel  
9 will cooperate to ensure that the Settlement Administrator shall perform all duties required of it  
10 pursuant to this Settlement Agreement, including, but not limited to, approving or rejecting Claim  
11 Forms; determining which Customers have filed a valid and timely Request for Exclusion;  
12 calculating amounts to be paid for Approved Claims based on data and payment information  
13 provided by Verizon Wireless and Customers, and mailing checks, all as described below.  
14 Additionally, the Settlement Administrator will be obligated to bring to the Court's attention for  
15 resolution any disputes which arise in the course of the settlement administration process and  
16 cannot be resolved by agreement between the Settlement Administrator, Class Counsel and  
17 Defendants' Counsel.

18 (b) Report on Requests for Exclusion. Within twenty (20) days of the last postmark  
19 date on which a Customer shall be permitted to submit a Request for Exclusion, the Settlement  
20 Administrator shall prepare and file under seal with the Court, and serve on Class Counsel and  
21 Defendants' Counsel, a report identifying each Customer who has submitted a timely and valid  
22 Request for Exclusion from the Settlement Class. Such Customers will not be entitled to receive  
23 any Settlement Class Relief, and neither Verizon Wireless nor the Administrator shall distribute  
24 any Settlement Class Relief to any such Customer.

25 (c) Report on Settlement Class Members Ineligible To Receive Settlement Class  
26 Relief. Within thirty (30) days of the last postmark date on which a Settlement Class Member  
27 shall be permitted to submit a Claim Form or to resubmit a Claim Form as described herein, the  
28 Settlement Administrator shall prepare and deliver to Class Counsel and Defendants' Counsel a

1 report identifying those Settlement Class Members who are deemed by the Settlement  
2 Administrator ineligible to receive Settlement Class Relief on account of any deficiency in their  
3 Claim Form.

4 (d) Other Inquiries By Counsel. Nothing in this Agreement shall preclude Class  
5 Counsel or Defendants' Counsel from making reasonable inquiries of the Settlement  
6 Administrator, from time to time, regarding the progress of the administration of this Settlement,  
7 and the Settlement Administrator shall respond to such reasonable inquiries as it sees fit in  
8 accordance with its business discretion and its custom and practice. The Settlement  
9 Administrator shall provide weekly reports to Defendants' Counsel and Class Counsel with the  
10 pertinent claim statistics.

11 (e) Settlement Class Relief to Claiming Current Customers and Claiming Former  
12 Customers.

13 (1) Claim Form. In order to receive a Credit, Refund Credit or Refund  
14 pursuant to Article III of this Agreement, each Claiming Current Customer  
15 and Claiming Former Customer will be required to complete and return a  
16 Claim Form to the Settlement Administrator. The postmark deadline for  
17 submitting the Claim Form will be sixty (60) days from the date of the  
18 mailing of the Claim Form.

19 (2) Approval and Rejection of Claim Forms. The Settlement Administrator  
20 shall determine whether a Claim Form is valid as set forth in Article II(d)  
21 based upon the responses provided to the questions set forth on the Claim  
22 Form and the postmarked date that the Claim Form is submitted. If the  
23 Settlement Administrator rejects a Claim Form or reduces the amount  
24 claimed for any reason, the Settlement Administrator shall as soon as  
25 practicable notify the Person submitting the Claim Form or reduction of the  
26 rejection and the reasons for rejection or reduction in writing, as well as the  
27 procedure for challenging the rejection or reduction.  
28

1 (3) Procedures for Challenging Approval or Rejection of Claim Forms. The  
2 Parties through their counsel shall have the right to challenge the  
3 Settlement Administrator's approval or disapproval of any Claim Form or  
4 the amount of any Approved Claim. If any of the Parties through their  
5 counsel makes such a challenge, the Settlement Administrator shall have  
6 the obligation to meet and confer with Class Counsel and Defendants'  
7 Counsel in an attempt consensually to resolve the challenge. Failing such  
8 consensual resolution, a Party through counsel may present its challenge to  
9 the Court. A person who was notified by the Settlement Administrator that  
10 his or her Claim Form was rejected or reduced pursuant to the preceding  
11 paragraph shall have an independent right to challenge the rejection or  
12 reduction. Such person shall be permitted a period of thirty (30) days from  
13 the date of the mailing of the notice of rejection in which either to (a)  
14 resubmit the Claim Form to the Settlement Administrator with any missing  
15 information necessary for the Claim Form or amount to be approved, or (b)  
16 notify the Settlement Administrator of his or her challenge to the rejection  
17 or reduction. Upon such notification, the Settlement Administrator  
18 promptly shall notify Class Counsel and Defendants' Counsel, who then  
19 shall have the obligation to meet and confer with one another and with the  
20 Settlement Administrator in an attempt consensually to resolve the  
21 challenge. Failing consensual resolution, the Settlement Administrator  
22 shall notify the challenging person that he or she may, within ten (10) days  
23 of mailing of such notice, present the challenge to the Court.

24 (4) Notification of Approved Claims. Within thirty (30) days of the resolution  
25 of all challenges to approved or rejected Claim Forms, the Settlement  
26 Administrator shall notify Verizon Wireless, Defendants' Counsel and  
27 Class Counsel of (i) each Claiming Current Customer who has submitted  
28 an Approved Claim and the nature of Settlement Class Relief sought (e.g.,

Credit, Refund Credit, and Refund) and (ii) each Claiming Former Customer who has submitted an Approved Claim

(5) Payment and Processing of Approved Claims. Within thirty (30) days of the later of (i) the date upon which the Order and Judgment becomes Final or (ii) Verizon Wireless' receipt of the notification provided in Article V(e)(4), and subject to the offset provided in Article III(c), Verizon will (i) provide each Claiming Current Customer who elects to continue his or her Verizon Wireless Cellular Service pursuant to Article III(a)(1) with a \$25 Credit; and (ii) send to each Claiming Former Customer a check in the amount of the cancellation fee paid by the Claiming Former Customer.

(6) Exchange of Telephones. Within thirty (30) days of the later of (i) the date upon which the Order and Judgment becomes Final or (ii) Verizon Wireless' receipt of the notification provided in Article V(e)(4), Verizon Wireless will send pre-paid mailers to Claiming Current Customers who elect to exchange their Motorola V710 telephones and Accessories pursuant to Article III(a)(2) with instructions to purchase any telephone offered by Verizon Wireless other than a Motorola V710 telephone from a Verizon Wireless website to be established and then return their Motorola V710 telephones and Accessories to the Settlement Administrator within sixty (60) days along with their proof, if any, of the amounts they paid for the Motorola V710 telephone and Accessories for a Refund Credit .

(7) Return of Telephones. Within thirty (30) days of the later of (i) the date upon which the Order and Judgment becomes Final or (ii) Verizon Wireless' receipt of the notification provided in Article V(e)(4), Verizon Wireless will (a) send pre-paid mailers to Claiming Current Customer who elect to return to their Motorola V710 telephones and Accessories pursuant to Article III(a)(3) with instructions to return their Motorola V710 telephones and Accessories to the Settlement Administrator within sixty

1 (60) days along with their proof, if any, of the amounts they paid for the  
2 telephone and Accessories for a Refund, and notifying them that their  
3 service will be cancelled without requiring payment of a cancellation fee  
4 within three (3) days of the Settlement Administrator's receipt of the  
5 Claiming Current Customer's Motorola V710 telephone; and (b) send pre-  
6 paid mailers to Claiming Former Customers with instructions to return  
7 their Motorola V710 telephones and Accessories to the Settlement  
8 Administrator within sixty (60) days along with their proof, if any, of the  
9 amounts they paid for the telephones and Accessories for a Refund.

10 (8) Processing and Payment of Refunds and Refund Credits. Within forty-five  
11 (45) days of the last postmark date upon which a Claiming Current  
12 Customer or Claiming Former Customer may return his or her Motorola  
13 V710 telephone and Accessories, the Settlement Administrator shall notify  
14 Verizon Wireless of the amount of the Refund or Refund Credit owed to  
15 each Claiming Current Customer and Claiming Former Customer who  
16 timely returned his or her Motorola V710 telephone and Accessories. The  
17 Settlement Administrator's determination of the amount of the Refund or  
18 Refund Credit shall be final and not subject to challenge by Verizon  
19 Wireless or any Claiming Current Customer or Claiming Former  
20 Customer, unless the Claiming Current Customer or Claiming Former  
21 Customer has complied with the procedures for challenging the Settlement  
22 Administrator's determination in Article V(e)(3). Within thirty (30) days of  
23 the later of (i) the date upon which the Order and Judgment becomes Final  
24 or (ii) Verizon Wireless' receipt of the notification provided in this Article  
25 V(f)(6), Verizon Wireless shall as directed by the Settlement Administrator  
26 either send a check for a Refund to each Claiming Current Customer or  
27 Claiming Former Customer who timely returned his or her Motorola V710  
28 telephone and Accessories or provide a Refund Credit to each Claiming

1 Current Customer who timely exchanged his or her Motorola V710. The  
2 Refund Credit shall be applied to each such Claiming Current Customer's  
3 next bill and each succeeding bill until the Refund Credit has been used up.  
4

5 ARTICLE VI.

6 PAYMENT OF ATTORNEYS' FEES AND EXPENSES AND SETTLEMENT COSTS

7 Attorneys' fees and expenses and settlement costs shall be paid as follows:

8 (a) Costs of Notice. Verizon Wireless shall bear all reasonable costs of providing  
9 notice of the proposed settlement to the Settlement Class as provided herein, including costs of  
10 identifying members of the Settlement Class, costs of printing the Notice, and costs of mailing the  
11 Notice, and shall be responsible for printing the Notice, Claim Forms, and other necessary  
12 documents;. If, for any reason, the Effective Date does not occur, then the costs of providing  
13 notice to the Settlement Class that are incurred by Verizon Wireless shall nevertheless be borne  
14 by Verizon Wireless.

15 (b) Costs of Administering Settlement. Verizon Wireless shall bear all reasonable  
16 costs of administering the Settlement and the cost of printing and mailing any checks to be issued  
17 as part of the Settlement. If, for any reason, the Effective Date does not occur, then the costs of  
18 administering the Settlement which are incurred by Verizon Wireless shall nevertheless be borne  
19 by Verizon Wireless.

20 (c) Fees of Settlement Administrator. The reasonable fees of the Settlement  
21 Administrator which are incurred in connection with the Settlement Notice and the administration  
22 of the Settlement shall be borne by Verizon Wireless. If, for any reason, the Effective Date does  
23 not occur, then the costs of administering the Settlement which are incurred by Verizon Wireless  
24 shall nevertheless be borne by Verizon Wireless.

25 (d) Attorneys' Fees, Expenses, and Incentive Awards. The Parties have participated  
26 in a non-binding mediation in an attempt to agree upon a Fee and Expense Application for  
27 Plaintiffs' attorneys fees and expenses that Verizon Wireless will not oppose. In the event that  
28 the Parties are unable to agree upon a mediator, they agree that the Court may appoint the



1 mediator. Following the mediation, Plaintiffs will make a Fee and Expense Application to be  
2 heard in connection with the Final Approval Hearing. Unless the Parties agree on a Fee and  
3 Expense Application as a result of the mediation or some other process, Defendants shall have the  
4 right to oppose the Fee and Expense Application in whole or in part, and the Parties shall have the  
5 right to appeal any award of attorneys' fees and expenses granted by the Court. Any attorneys'  
6 fees or expenses granted by the Court shall be paid by Verizon Wireless within thirty (30) days of  
7 the later of the date on which the Order and Judgment and dismissal of the Related Actions are all  
8 Final or the resolution of any appeal of any grant of attorney fees and expenses by the Court.  
9 Subject to the approval of the Court, Verizon Wireless shall pay each of the Class Representatives  
10 an incentive award of \$500 by separate checks within thirty (30) days of the Effective Date of this  
11 Agreement.

12 (e) Severability of Attorneys Fees and Expenses. The Parties agree that the rulings of  
13 the Court regarding the amount of attorneys' fees and expenses, and any claim or dispute relating  
14 thereto, will be considered by the Court separately from the remaining matters to be considered at  
15 the Final Approval Hearing as provided for in this Settlement Agreement. Any order or  
16 proceedings relating to the amount of attorneys' fees or expenses, or incentive awards, and any  
17 appeal from any order related thereto, shall not operate to terminate or cancel the Settlement  
18 Agreement, affect the Releases provided for in the Settlement Agreement, or affect whether the  
19 Final Approval Order and Judgment are Final, as defined in Article II of this Agreement.

## 20 ARTICLE VII.

### 21 RELEASES AND DISMISSALS

22 In order to effectuate the Parties' desire to fully, finally and forever settle,  
23 compromise, and discharge all disputes arising from or related to the Action by way of  
24 compromise rather than by way of further litigation, the Releasing Parties and the Released  
25 Parties agree as follows:

26 (a) Dismissals. Within ten (10) days after execution of this Agreement by all Parties,  
27 Defendants' Counsel, and Class Counsel, Class Counsel shall seek dismissals without prejudice  
28 of Defendants Verizon Messaging Services and Verizon Services LLC and the Related Litigation

1 by filing the appropriate motions to dismiss in this Action and in the *Zhao* Action and requesting  
2 the American Arbitration Association to dismiss the *Kaner* Arbitration. Plaintiffs may not  
3 reinstitute the *Zhao* Action and/or the *Kaner* Arbitration unless the Court rejects the Settlement  
4 Agreement and declines to enter the Preliminary Approval Order, in which case Verizon Wireless  
5 agrees to toll any and all applicable statutes of limitations from the dates the *Zhao* Action and  
6 *Kaner* Arbitration are dismissed until 30 days after the Court declines to enter the Preliminary  
7 Approval Order. The Parties agree that Verizon Wireless is not waiving its right to seek to  
8 compel arbitration in the *Zhao* Action and to object to class-wide arbitration in both the *Zhao*  
9 Action and the *Kaner* Arbitration, and that, in the event the *Kaner* Arbitration is reinstituted, the  
10 arbitration shall be pursuant to the terms and conditions of the Parties' customer agreements in  
11 force as of January 20, 2005.

12 (b) Preclusive Effect. On the Effective Date, Plaintiffs and each and every Settlement  
13 Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively  
14 to the benefits, rights and remedies provided hereunder. No other action, demand, suit or other  
15 claim may be pursued against the Released Parties with respect to the Released Claims by the  
16 Releasing Parties.

17 (c) Releases. On the Effective Date, the Releasing Parties shall be deemed to have,  
18 and by operation of this Agreement shall have, fully, finally and forever released, relinquished  
19 and discharged the Released Parties from any and all of the Released Claims.

20 (d) Scope of Releases. On the Effective Date, the Releasing Parties shall be deemed  
21 to have, and by operation of this Agreement shall have, with respect to the subject matter of the  
22 Released Claims, expressly waived the benefits of any statutory provisions or common law rule  
23 that provides, in sum or substance, that a general release does not extend to claims which the  
24 party does not know or suspect to exist in its favor at the time of executing the release, which if  
25 known by it, would have materially affected its settlement with any other party. In particular, but  
26 without limitation, the Releasing Parties waive the provisions of California Civil Code, § 1542 (or  
27 any like or similar statute or common law doctrine), and do so understanding the significance of  
28 that waiver. Section 1542 provides:

1           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
2           **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
3           **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**  
              **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**  
              **HER SETTLEMENT WITH THE DEBTOR.**

4           (e)     Mistake. In entering into this Settlement Agreement, the Releasing Parties and the  
5 Released Parties each assume the risk of any mistake of fact or law. If they, or any of them,  
6 should later discover that any fact which they relied upon in entering this Agreement is not true,  
7 or that their understanding of the facts or law was incorrect, they shall not be entitled to set aside  
8 this Settlement Agreement by reason thereof.

9           (f)     Covenant Not to Sue. As of the Effective Dates, this Settlement Agreement may  
10 be pled as a full and complete defense to any Released Claims that may be instituted, prosecuted  
11 or attempted in breach of this Settlement Agreement. The Releasing Parties covenant that they  
12 will not institute or prosecute, against the Released Parties, or any of them, any action, suit or  
13 other proceeding based in whole or in part upon any of the Released Claims.

14          (g)     Injunctive Relief. The Parties, and each of them, covenant that this Settlement  
15 Agreement may be used as a basis for a temporary restraining order, preliminary injunction and  
16 permanent injunction against any breach of this Agreement. The Parties judicially admit hereby  
17 for all purposes that time is of the essence as to all terms and conditions of the Settlement  
18 Agreement and that damages for a breach of this Settlement Agreement would be inadequate.

19                               ARTICLE VIII.

20                               COURT APPROVAL OF THE SETTLEMENT

21                       The Parties shall use their respective best efforts to obtain Court approval of this  
22 Settlement Agreement. The process for obtaining Court approval of this Settlement Agreement  
23 shall be as follows:

24           (a)     Second Amended Complaint. Within ten (10) days of execution of this Settlement  
25 Agreement, Plaintiffs will file a Second Amended Complaint on behalf of all persons who  
26 activated Verizon Wireless Cellular Service in the United States before January 31, 2005.

1           (b)   Preliminary Approval. As soon as practicable after the execution of this  
2 Settlement Agreement by the Parties and Class Counsel and Defendants' Counsel, but no later  
3 than July 11, 2005, Class Counsel and Defendants' Counsel shall jointly apply for entry of the  
4 Preliminary Approval Order substantially in the form of Exhibit A hereto. The Preliminary  
5 Approval Order shall include provisions: (1) preliminarily certifying the Settlement Class for  
6 Settlement purposes only; (2) preliminarily approving Plaintiffs as Class Representatives, (3)  
7 preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable  
8 and adequate to allow Notice to be disseminated to the Settlement Class; (4) approving the form  
9 of the Notice; (4) setting a schedule for final approval of the Settlement; (5) providing that,  
10 pending entry of the Order and Judgment neither Plaintiffs nor any Class Member (either directly,  
11 in a representative capacity, or in any other capacity) shall commence or continue any action  
12 against Verizon Wireless asserting any of the Released Claims and that all proceedings in the  
13 Action are stayed, other than such proceedings as are related to the Settlement.

14           (c)   Objections to Settlement. Any Settlement Class Member wishing to object to the  
15 approval of this Settlement, and/or to oppose the Fee and Expense Application shall inform the  
16 Court and the Parties in writing of his or her intent to so object or oppose by following the  
17 procedure set forth in the Notice at least thirty (30) days, or such number of days as the Court  
18 shall specify, before the date of the Final Approval Hearing. Any Class Member who fails to file  
19 such a written statement of his or her intention to object or oppose shall be foreclosed from  
20 making any objection to this Settlement Agreement and/or filing any opposition to the Fee and  
21 Expense Application, except as permitted by the Court.

22           (d)   Final Approval Hearing. On the date set forth in the Preliminary Approval Order,  
23 which shall be approximately ninety (90) days after mailing of the Notice, the Court shall conduct  
24 a Final Approval Hearing in order to: (1) determine whether to grant final approval to this  
25 Settlement Agreement; (2) consider any timely objections to this Settlement and all responses to  
26 objections by the Parties; and (3) rule on the Fee and Expense Application. At the Final Approval  
27 Hearing, the Parties shall ask the Court to give final approval to this Settlement Agreement. If the  
28 Court grants final approval to this Settlement Agreement, then the Court shall enter an Order and

1 Judgment, substantially in the form of Exhibit B hereto, which approves the Settlement,  
2 authorizes entry of a final judgment, and dismisses the Action with prejudice.

3 ARTICLE IX.

4 LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

5 The Parties' use of the settlement agreement shall be limited as follows:

6 (a) No Admission. Neither the acceptance by Verizon Wireless of the terms of this  
7 Settlement Agreement nor any of the related negotiations or proceedings is or shall be construed  
8 as or deemed to be legal evidence of an admission by Verizon Wireless or the Released Parties  
9 with respect to the merits of the claims alleged in the Action, the validity of any claims that could  
10 have been asserted by any of the Settlement Class Members in the Action, or the liability of  
11 Verizon Wireless or any of the Released Parties in the Action. Verizon Wireless specifically  
12 denies any liability or wrongdoing of any kind associated with the claims alleged in the Action.

13 (b) No Evidentiary Use. This Agreement shall not be used, offered or received into  
14 evidence in the Action for any purpose other than to enforce, construe or finalize the terms of the  
15 Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the  
16 terms of the Settlement Agreement. Neither this Agreement nor any of its terms shall be offered  
17 or received into evidence in any other action or proceeding.

18 ARTICLE X.

19 MISCELLANEOUS PROVISIONS

20 (a) Assignment. Each Party represents, covenants and warrants that he, she or it has  
21 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or  
22 encumber to any person or entity any portion of any liability, claim, demand, cause of action or  
23 rights that he or she herein releases.

24 (b) Binding on Assigns. This Agreement shall be binding upon and inure to the  
25 benefit of the Parties and their respective heirs, trustees, executors, successors and assigns.

26 (c) Captions and Interpretations. Paragraph titles or captions contained herein are  
27 inserted as a matter of convenience and for reference, and in no way define, limit, extend or  
28

1 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is  
2 contractual and not merely a recital.

3 (d) Class Member Signatures. It is agreed that, because the Settlement Class  
4 Members are so numerous, it is impossible or impractical to have each Settlement Class Member  
5 execute this Agreement. The Notice will advise all Class Members of the binding nature of the  
6 Releases and, in the absence of a valid and timely Request for Exclusion, the Preliminary  
7 Approval Order and the Order and Judgment shall have the same force and effect as if each  
8 Settlement Class Member executed this Agreement.

9 (e) Confidentiality. The Parties agree that this Agreement shall remain confidential  
10 and not be disclosed except as required by law or to the extent necessary to effectuate this  
11 Agreement, including all necessary disclosures to the Court, the Settlement Administrator, or  
12 Notice to the Settlement Class or to allow Class Counsel to respond to inquiries from Customers  
13 by referring them to the Settlement Administrator's information web site.

14 (f) Construction. The Parties agree that the terms and conditions of this Settlement  
15 Agreement are the result of arms'-length negotiations between the Parties and that this Agreement  
16 shall not be construed in favor or against any Party by reason of the extent to which any Party, or  
17 his, her or its counsel, participated in the drafting of this Agreement.

18 (g) Counterparts. This Agreement, and any amendments hereto, may be executed in  
19 any number of counterparts, and any Party may execute any such counterpart, each of which  
20 when executed and delivered shall be deemed to be an original and all of which counterparts  
21 taken together shall constitute but one and the same instrument.

22 (h) Governing Law. Construction and interpretation of the Agreement shall be  
23 determined in accordance with the laws of the State of California, irrespective of the State of  
24 California's choice of law principles.

25 (i) Integration Clause. This Agreement, including the Exhibits referred to herein,  
26 which form an integral part hereof, contains the entire understanding of the Parties in respect of  
27 the subject matter contained herein. There are no promises, representations, warranties, covenants  
28 or undertakings governing the subject matter of this Agreement other than those expressly set

1 forth in this Agreement. This Agreement supersedes all prior agreements and understandings  
2 among the Parties with respect to the settlement of the Action. This Agreement may not be  
3 changed, altered or modified, except in a writing signed by the Parties and approved by the Court.  
4 This Agreement may not be discharged except by performance in accordance with its terms or by  
5 a writing signed by the Parties.

6 (j) Invalidation. The voiding, by Court order or otherwise, of any material portion of  
7 this Agreement shall invalidate the Agreement in its entirety unless the Parties agree in writing  
8 that the remaining provisions shall remain in full force and effect.

9 (k) Jurisdiction. The Court shall retain jurisdiction, after entry of the Final Approval  
10 Order, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement  
11 Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement  
12 of the Settlement and any dispute with respect thereto.

13 (l) Modification. If the Court orders any modification to the Settlement Agreement  
14 that has not been previously agreed to by the Parties, as a condition of preliminary approval or  
15 final approval of the Settlement Agreement, then the Parties, and each of them, shall have the  
16 option to rescind the Settlement Agreement and resume the Action if they are not willing to  
17 accept any such modification.

18 (m) No Collateral Attack. This Agreement shall not be subject to collateral attack by  
19 any Class Member at any time on or after the later of the Effective Date or the date of Verizon's  
20 receipt of the notification described in Article 5(e)(4). Such prohibited collateral attacks shall  
21 include claims that a Class Member's claim was improperly denied, that the payment to a Class  
22 Member was improperly calculated, and/or that a Class Member failed to receive timely notice of  
23 the Settlement Agreement.

24 (n) Nullification. If, for any reason, the Court fails to grant preliminary approval or  
25 final approval as provided herein, the Court fails to grant final approval to this Settlement  
26 Agreement or the approval of the Order and Judgment is reversed or rendered void as a result of  
27 an appeal, then: (1) this Settlement Agreement shall be considered null and void; (2) neither this  
28 Settlement Agreement nor any of the related negotiations shall be of any force or effect; (3) the

1 certification of the class for settlement purposes shall be vacated and any findings regarding the  
2 certification shall not be used or admissible for any purpose in the Action, the Related Litigation,  
3 or any other proceedings involving the subject matter of the action; and (4) all Parties to this  
4 Settlement Agreement shall stand in the same position, without prejudice, as if the Settlement  
5 Agreement had neither been entered into nor filed with the Court.

6 (o) Parties' Authority. The signatories hereto hereby represent that they are fully  
7 authorized to enter into this Agreement and bind the Parties to the terms and conditions hereof.

8 (p) Return of Confidential Documents. Within thirty (30) days of the Effective Date  
9 of this Settlement, Class Counsel agrees to return or destroy any documents produced in this  
10 Action by Defendants and all copies thereof, and Class Counsel will certify in writing that such  
11 documents have been returned or destroyed.

12 (q) Receipt of Advice of Counsel. The Parties acknowledge, agree, and specifically  
13 warrant to each other that they have read this Settlement Agreement, have received legal advice  
14 with respect to the advisability of entering into this Settlement, and fully understanding its legal  
15 effect.

16 (r) Termination for Unexpected Incidence of Exclusion. Verizon Wireless may elect  
17 to terminate this Settlement if more than two percent (2%) of the Settlement Class file valid,  
18 timely Requests for Exclusion. Verizon Wireless' election to terminate pursuant to this paragraph  
19 must be made in writing and be delivered to Class Counsel within ten (10) business days after the  
20 Settlement Administrator files and serves the report on Requests for Exclusion as described in  
21 Article V of this Agreement. Upon the exercise by Verizon Wireless of the option to terminate,  
22 this Agreement is nullified as set forth above in Article X(n).

23 (s) Waiver of Compliance. Any failure of any Party to comply with any obligation,  
24 covenant, agreement or condition herein may be expressly waived in writing, to the extent  
25 permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation,  
26 covenant, agreement or condition. A waiver or failure to insist upon strict compliance with any  
27 representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or  
28 estoppel with respect to, any subsequent or other failure.



1 IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT  
2 AGREEMENT ON THE DATES SET FORTH BELOW:

3  
4 Class Representatives:

5 Dated: July \_\_, 2005

6 \_\_\_\_\_  
Grant R. Opperman

7  
8 Dated: July \_\_, 2005

9 \_\_\_\_\_  
Timothy A. Davis

10 Dated: July \_\_, 2005

11 \_\_\_\_\_  
Amy Blumenfield

12 Dated: July \_\_, 2005

13 \_\_\_\_\_  
Alan C. Ivar

14 Dated: July \_\_, 2005

15 \_\_\_\_\_  
Michael Nunberg

16  
17 Dated: July \_\_, 2005

18 \_\_\_\_\_  
Howard Zhao

19 Dated: July \_\_, 2005

20 \_\_\_\_\_  
Joshua A. Kaner

21 Dated: July \_\_, 2005

22 \_\_\_\_\_  
John Christian Vinci

23  
24 Dated: July \_\_, 2005

25 \_\_\_\_\_  
Sunil Kamath

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Verizon Wireless:

Dated: July \_\_, 2005

By \_\_\_\_\_

Its \_\_\_\_\_

1 APPROVED AS TO FORM AND CONTENT

2  
3 Dated: July \_\_, 2005

KIRTLAND & PACKARD LLP

4  
5 By \_\_\_\_\_  
6 Michael L. Kelly

7 Dated: July \_\_, 2005

YOURMAN, ALEXANDER & PAREKH LLP

8  
9 By \_\_\_\_\_  
10 Behram V. Parekh

11 Dated: July \_\_, 2005

CLIMACO, LEFKOWITZ

12  
13 By \_\_\_\_\_  
14 John R. Climaco

15 Dated: July \_\_, 2005

DAVID P. MEYER & ASSOCIATES CO. LPA

16  
17 By \_\_\_\_\_  
18 David P. Meyer

19 Dated: July \_\_, 2005

WECHSLER HARWOOD

20  
21 By \_\_\_\_\_  
22 Robert I. Harwood

23 *Attorneys for Plaintiffs and Class Counsel*  
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Dated: July \_\_, 2005

MUNGER, TOLLES & OLSON, LLP

By \_\_\_\_\_  
Richard E. Drooyan.

*Attorneys for Verizon Wireless*