

## **CLAIM FORM**

### **Verizon Wireless Recycled Number Claim Form**

**(Including Instructions, Claim Form, Release and Declaration)**

## **INSTRUCTIONS**

**READ THESE INSTRUCTIONS CAREFULLY. IF YOU FAIL TO FOLLOW THESE INSTRUCTIONS, YOU MAY LOSE CERTAIN BENEFITS TO WHICH YOU MIGHT OTHERWISE BE ENTITLED.**

### **1. Summary of Key Provisions**

The settlement provides for a refund in the form of a credit or cash payment of up to \$15 if you are a past or present Verizon Wireless Subscriber (“Subscriber”) who was assigned a mobile telephone number previously assigned to another owner or user, and who paid charges for third party mobile content that was authorized by the prior owner and/or users of that mobile telephone number and not authorized by you, and for which you have not received a full credit or refund (“Disputed Charges”).

Unless you request exclusion from the class as explained in the Class Notice, you will be bound by the Stipulation of Settlement and the Final Judgment even if you do not return the Claim Form.

If you have any questions while completing the Claim Form, please call (877) 283-6564 or go to [www.simsclasssettlement.com](http://www.simsclasssettlement.com), or to [www.verizonwireless.com/b2c/globalText?contentType=Legal%20Notice&textID=302](http://www.verizonwireless.com/b2c/globalText?contentType=Legal%20Notice&textID=302).

### **2. Who Is Eligible to Make a Claim Under the Settlement**

To qualify, you must be a past or present Subscriber who was assigned a mobile telephone number previously assigned to another owner or user, and who paid charges for third party mobile content that was authorized by the prior owner and/or users of that mobile telephone number and not authorized by you, and for which you have not received a full credit or refund. You were sent this Notice and Claim Form because it appears you may be a person entitled to make a claim.

### **3. How To Make A Claim**

To make a claim, you must either: (a) fill out, sign and send this Claim Form by mail to Sims Settlement Administrator, P.O. Box 4109, Portland OR 97208-4109, or (b) go to the settlement website, [www.simsclasssettlement.com](http://www.simsclasssettlement.com) and submit the Claim Form online. Please keep copies for your records.



**B. CERTIFICATION**

**Please read, date, and sign the statement below.**

By signing and dating this form below, I affirm that I paid Disputed Charges that I did not authorize and for which I did not receive a full refund or credit. Furthermore, I acknowledge that I have read the Release attached to this Claim Form, and understand that the Stipulation of Settlement and Release and the Final Judgment entered in this action will be binding on me, my agents and heirs, and any other person or entity with authority to act on my behalf.

**Certification [For Mail Only]**

I state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief.

Date         Signature

**Remember: You must send the claim form so that it is received or postmarked on or before June 12, 2009, or submit it online on or before that date. If you fail to return your claim form by the required date, your claim will be rejected.**

## RELEASE

If the Court approves the proposed settlement, it will enter a Judgment that will dismiss the Action on the merits and with prejudice as to all Settlement Class Members. All Class Members who do not validly and timely request to be excluded from the proposed settlement will be forever barred from prosecuting their own lawsuits and shall be deemed, on behalf of themselves and their heirs, assigns, and successors, to have fully released and forever discharged the “Released Parties” (as defined below) from all “Released Claims” (as defined below).

“Released Parties” means Verizon Wireless and any and all of its present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and Persons, firms, trusts, corporations, officers, directors, other individuals or entities in which Verizon Wireless has a controlling interest or which is related to or affiliated with it, or any other representatives of any of these Persons and entities. This definition is not intended to include any billing intermediary (also known as “aggregators”), such as Verisign, Inc., m-Qube, Inc., m-Blox, Inc., or third-party mobile content provider.

“Released Claims” means all claims (including Unknown Claims), demands, rights, liabilities or causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, belonging to Plaintiffs and their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities (including, without limitation, any claims, whether direct, derivative, representative or in any other capacity, arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States), against the Released Parties, or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, misrepresentations, omissions or failures to act that were or could have been alleged or asserted in the Action, or that relate in any way to any violation of law, any misstatement or omission, any breach of duty, any negligence or fraud or any other alleged wrongdoing or misconduct relating to Disputed Charges, as defined in Section 1 of the Instructions above.

By operation of the Final Judgment, all Settlement Class Members shall be deemed to have waived any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code or any comparable statutory or common law provision of any other jurisdiction with respect to the Released Claims. Section 1542 reads as follows:

Certain Claims Not Affected By General Release: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

Although the releases granted under the Agreement are not general releases, the Settlement Class Members nonetheless acknowledge that they are waiving the protections of § 1542 and of any comparable statutory or common law provision of any other jurisdiction.