



AT&T MOBILITY ETF
 SETTLEMENT CLAIMS ADMINISTRATOR
 C/O RUST CONSULTING, INC.
 P.O. BOX 2266
 FARIBAULT, MN 55021-2386



**AT&T MOBILITY EARLY TERMINATION FEE
 SETTLEMENT CLAIM FORM**

This relates to your AT&T Mobility Account.

IF YOU BELIEVE YOU ARE A CLASS MEMBER AND BELIEVE THAT YOU ARE ENTITLED TO CLAIM A BENEFIT,
 PLEASE COMPLETELY AND ACCURATELY FILL IN ALL OF THE INFORMATION REQUESTED BELOW.

Name: _____

Current Address: _____

City: _____ State: _____ Zip Code: _____

Current Telephone Number: (_____) _____ - _____

If you are unsure whether you are a Class Member, please review the class definition in the Settlement Agreement. If you are a Class Member and unsure whether you can claim a benefit, please review the benefit eligibility in the Plan of Allocation. Both are available on the settlement website: www.ATTMETFSettlement.com. The defined terms used in this Claim Form, other than those defined in this Claim Form, shall have the same meaning as set forth in the Settlement Agreement.

**THIS CLAIM FORM MUST BE POSTMARKED NO LATER THAN JUNE 14, 2010,
 BUT THE DATE MAY BE EXTENDED ("CLAIM PERIOD").**

Name on the AT&T Mobility Account: _____

AT&T Mobility Account Number(s): _____

AT&T Mobility Wireless Phone Number(s): _____

Dates or Approximate Dates of Wireless Service Contract(s): _____

Date flat-rate ETF charged (if any), and/or Date flat-rate ETF paid (if any): _____

Amount of flat-rate ETF charged (if any): _____

Amount of flat-rate ETF paid (if any): _____

Current EMAIL Address: _____

Subject to the terms of the Settlement Agreement, and pending final approval of the Settlement, to obtain any benefits in this Settlement, you must complete and timely submit a Claim Form. This Claim Form is the means by which you can submit your claim. **IT IS IMPORTANT THAT YOUR CLAIM FORM IS COMPLETE AND YOU HAVE SUPPLIED ANY REQUIRED DOCUMENTATION.** You may also complete a claim online at www.ATTMETFSettlement.com/claimform. All claims must be filed electronically, or postmarked on or before June 14, 2010. If you provide incomplete, incorrect, or inaccurate information, your claim may be denied. By submitting a Claim Form, you are agreeing to participate in the Settlement, if it becomes final, and you are forever waiving any right to seek any recourse or otherwise make any claim that is subject to the release agreement. For the complete settlement terms, see the Settlement Agreement at www.ATTMETFSettlement.com/settlementagreement.



GENERAL INSTRUCTIONS

1. This Settlement will provide the benefits discussed below to qualifying former customers of AT&T Mobility or its predecessors who were charged a flat-rate ETF between and including January 1, 1998 and November 4, 2009, and qualifying current customers of AT&T Mobility who had a flat-rate ETF provision in their subscriber agreement(s) as of November 4, 2009. YOU MAY BE ELIGIBLE FOR BENEFITS WHETHER OR NOT YOU PAID A FLAT-RATE ETF. Three categories of benefits are available. Submit your claim under the category that describes your situation. Even if you have multiple claims, you may choose only ONE of the categories and ONE of the benefits under that category. The benefit amounts shown are the highest possible amounts. In the event that the claims for cash exceed the available settlement funds, the cash benefit amounts will be reduced pro rata in order to allow the maximum number of claims. In the event that the value of claims for non-cash benefits (other than the prorated ETF benefit) exceeds \$2,000,000, the non-cash benefit amounts (other than the prorated ETF benefit) will be reduced pro rata in order to allow the maximum number of claims.

To obtain the proration benefit identified below, at the time that the benefits are made available you will need to be a current AT&T Mobility subscriber with a flat-rate ETF provision. If you are not a current AT&T Mobility subscriber with a flat-rate ETF provision at that time, you will receive one of the other categories of benefits depending on your particular circumstances. To learn more about what would happen in this situation, see the Plan of Allocation at www.ATTMETFSettlement.com/planofallocation.

The prorated ETF provision to which you will be bound if you select that benefit currently reads as follows: "Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions or rates as set forth below, you agree to pay us with respect to each device identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee of \$175. For service activated on or after May 25, 2008, the Early Termination Fee will be reduced by \$5.00 for each full month toward your minimum term that you complete. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based."

2. When documentation is required, produce COPIES, and keep all originals in your possession. Be sure that all copies are legible.
3. All claims must be postmarked or electronically filed on or before June 14, 2010, but the date may be extended.
4. All claim materials and representations in support of your claim materials must be true and correct, are subject to verification by AT&T Mobility records, Class Counsel and the Settlement Administrator, and are submitted by you under penalty of perjury of the laws of the United States.
5. To obtain the latest information about the status of the Settlement, please visit www.ATTMETFSettlement.com. Please refer to the Settlement Agreement which can be found at www.ATTMETFSettlement.com/settlementagreement if you require more detailed instructions, or contact the Settlement Administrator by phone at 1-888-228-0885 or email at info@ATTMETFSettlement.com or mail at AT&T Mobility ETF Settlement Claims Administrator, c/o Rust Consulting, Inc., P.O. Box 2266, Faribault, MN 55021-2386. You may also contact Class Counsel by mail at Brian R. Strange, Esq., Strange & Carpenter, 12100 Wilshire Blvd., Suite 1900, Los Angeles, CA 90025 or James E. Cecchi, Esq., Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein, 5 Becker Farm Road, Roseland, NJ 07068.



BENEFIT ELECTION

Choose the one category that best describes your situation. You may choose only one benefit within that category.

Category I — I paid in full a flat-rate ETF between and including January 1, 1998 and November 4, 2009:

Select the situation that best describes your claim, along with the corresponding benefit:

By checking here, I choose to receive a check not to exceed \$140. I certify under penalty of perjury that I paid in full a flat-rate ETF to AT&T Mobility, a collection agency, or other third party to whom AT&T Mobility assigned the rights to the ETF between and including January 1, 1998 and November 4, 2009, and that my contract was terminated as follows:

- With 1-2 months remaining of a 12 month contract or 1-3 months remaining of a 24 month contract (maximum recovery of \$140); **OR**
- With 3 months remaining of a 12 month contract or 4-6 months remaining of a 24 month contract (maximum recovery of \$110); **OR**
- With 4-9 months remaining of a 12 month contract or 7-18 months remaining of a 24 month contract (maximum recovery of \$80); **OR**
- With 10-12 months remaining of a 12 month contract or 19-24 months remaining of a 24 month contract (maximum recovery of \$25).

I further certify that (a) I can provide documentation to prove it; **OR** (b) I received a postcard informing me of my potential right to an award.

I have attached the following documents as required to support my claim: _____

The postcard number from the front of the notification mailer I received is: _____

OR

- By checking here, I choose to receive a check not to exceed \$25. I certify under penalty of perjury that I was charged, and I paid in full, a flat-rate ETF to AT&T Mobility, a collection agency, or other third party to whom AT&T Mobility assigned the rights to the ETF between and including January 1, 1998 and November 4, 2009, and (a) I cannot provide documentation to prove it; and (b) I did not receive a postcard informing me of my potential right to an award.

Category II — I was charged a flat-rate ETF, but did not pay it in full between and including January 1, 1998 and November 4, 2009:

- By checking here, I choose to receive a check not to exceed \$25. I certify under penalty of perjury that I was charged a flat-rate ETF, but did not pay it in full between and including January 1, 1998 and November 4, 2009, and that the charging of the fee and/or the partial payment caused me harm. I understand that if records provided by AT&T Mobility to the Settlement Administrator do not establish that I was charged a flat-rate ETF between and including January 1, 1998 and November 4, 2009, I will not receive a check unless I provide documentation proving that I was charged a flat-rate ETF between and including January 1, 1998 and November 4, 2009.

I have attached the following documents as required to support my claim: _____

Category III — I was subject to a flat-rate ETF provision in my AT&T Mobility contract on November 4, 2009, and I certify under penalty of perjury that I have been harmed by it and/or that I should not be subject to it, and I had not paid or been billed a flat-rate ETF between and including January 1, 1998 and November 4, 2009:

I may elect one of the following:

- By checking here, I choose to receive an AT&T Prepaid Long Distance Card with up to 200 minutes; **OR**
- By checking here, I choose to be subject to a prorated ETF provision instead of the flat-rate ETF provision that is currently in my contract. I understand that I will be provided with other benefits subject to the terms of the Plan of Allocation if, at the time that benefit becomes effective, I am no longer an AT&T Mobility subscriber with a flat-rate ETF provision.

I understand that I may not receive an AT&T Prepaid Long Distance Card if I do not provide my email address at the beginning of this form.



DECLARATION UNDER PENALTY OF PERJURY

By submitting this Claim Form, I represent under penalty of perjury that I believe that I am a member of the Settlement Class and that all of the information and any documents I have provided are true and correct. I further represent that I am over the age of eighteen (18) and am of sound mind.

Claimant Signature: _____

Date: ____ / ____ / ____

NOTE: Do not call or write to AT&T Mobility, AT&T Mobility's Customer Care, AT&T Mobility's lawyers, or the Court regarding the Settlement, benefits or Claim Form. You may contact the Settlement Administrator by phone at 1-888-228-0885 or email at info@ATTMETFSettlement.com or mail at AT&T Mobility ETF Settlement Claims Administrator, c/o Rust Consulting, Inc., P.O. Box 2266, Faribault, MN 55021-2386 or one of your lawyers by visiting www.strangeandcarpenter.com or www.carellabryne.com or by writing to Class Counsel at Brian R. Strange, Esq., Strange & Carpenter, 12100 Wilshire Blvd., Suite 1900, Los Angeles, CA 90025 or James E. Cecchi, Esq., Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein, 5 Becker Farm Road, Roseland, NJ, 07068.

