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11 Attorneys for Defendant  
 AT&T Mobility LLC

12 **UNITED STATES DISTRICT COURT**  
 13 **NORTHERN DISTRICT OF CALIFORNIA**  
 14 **SAN FRANCISCO DIVISION**  
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16  
 17 PATRICK HENDRICKS, on behalf of himself  
 and all others similarly situated,

18 Plaintiff,

19 vs.

20 AT&T MOBILITY, LLC,

21 Defendant.  
 22  
 23

Case No. CV 11-00409-CRB

**DECLARATION OF ROMI  
 MANCHANDA IN SUPPORT OF  
 DEFENDANT AT&T MOBILITY LLC'S  
 MOTION TO COMPEL ARBITRATION  
 AND TO STAY CASE**

Date: September 23, 2011  
 Time: 10:00 a.m.  
 Courtroom 8

Honorable Charles R. Breyer

Att Bob

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I, Romi Manchanda, hereby declare as follows:

1. The following facts are of my own personal knowledge, and if called as a witness I could and would testify competently as to their truth.

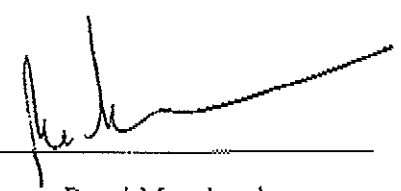
2. I am employed by Parrot Cellular as store manager of the Parrot Cellular location at 2114 Shattuck Avenue, Berkeley, California, 94704. I have held that position since approximately 2001. Parrot Cellular is authorized to sell AT&T's wireless service. I am familiar with the process by which customers purchase cellular phones from my store for use with AT&T's service and the routine business policies and procedures concerning how those customers are presented with and accept the terms and conditions of AT&T's service in my store. I am also familiar with the manner in which Customer Service Summary documents are stored at my store in the regular and ordinary course of business and may be retrieved.

3. A customer who entered into a wireless service agreement for AT&T's service at my Parrot Cellular store in 2010 would have been provided with, among other things, his or her Customer Service Summary and a copy of the Terms of Service booklet.

4. Attached as Exhibit 1 is a true and correct copy of the Terms of Service booklet that would have been given to a customer who purchased a phone for use with AT&T's service at my store on July 9, 2010.

5. Attached as Exhibit 2 is a true and correct copy of the signed Customer Service Summary for Patrick Hendricks's Apple iPhone purchase at my store on July 9, 2010.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 25, 2011, at Berkeley, California.

  
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Romi Manchanda

# **Exhibit 1**

# Terms of Service



1	Terms of Service
1	Service Commitment / Early Termination Fee
2	Cancellation Period / Termination
3	Charges and Disputes
3-4	Purchases and Authority to Use
4	Location-Based Services
5	AT&T 411 Info
5	Unauthorized Charges to Your Phone (California Customers Only)
6	Unlimited Voice Services
6	Off-Net Usage
6-8	Billing and Payment
8	If Your Phone is Lost or Stolen
9	Dishonored Checks and Other Instruments
9	Changes to Terms and Rates
10	Contingent Benefits
10	Device
11	Advance Payments and/or Deposits
11	Late Payment Charges
11-13	Service Limitations and Limitation of Liability
13	Account Access
14	Voicemail Service
14	Dispute Resolution by Binding Arbitration
15-18	Arbitration Agreement
19	Miscellaneous

“AT&T” or “we,” “us” or “our” refers to AT&T Mobility LLC, acting on behalf of its FCC-licensed affiliates doing business as AT&T. “You” or “your” refers to the person or entity that is the customer of record. **PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.**

#### **SERVICE COMMITMENT / EARLY TERMINATION FEE**

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 in the amount specified below (“Early Termination Fee”). If your Service Commitment includes the purchase of certain specified Equipment on or after June 1, 2010, the Early Termination Fee will be \$325 minus \$10 for each full month of your Service Commitment that you complete. (For a complete list of the specified Equipment, check [att.com/equipmentETF](http://att.com/equipmentETF).) Otherwise, your Early Termination Fee will be \$150 minus \$4 for each full month of your Service Commitment 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.

AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION BELOW.

## **CANCELLATION PERIOD / TERMINATION**

You may terminate this Agreement within **thirty (30) days** after activating service without paying an Early Termination Fee. You will pay for service fees and charges incurred through the termination date, but AT&T will refund your activation fee, if any, if you terminate within three (3) days of activating the service. You may have to return any handsets and accessories purchased with this Agreement, and AT&T may charge you a restocking fee. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service. Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives, or if we discover that you are underage, or if you fail to make all required payments when due, or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

## **CHARGES AND DISPUTES**

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY US IN WRITING AT AT&T, BILL DISPUTE, 1025 LENOX PARK., ATLANTA, GA 30319 ("AT&T'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. Charges include, without limitation, airtime, roaming, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; restoral and reactivation charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon AT&T. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Subscriber must live and have a mailing address within AT&T's owned network coverage area.

## **PURCHASES AND AUTHORITY TO USE**

Your AT&T phone can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from AT&T or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any phone assigned to your account or on-line. Charges for Goods, Content, and Services will appear on your bill. Data transport charges are also incurred in the purchase of mobile content and such charges appear separately on your bill. Unless you have a data plan, in which case you will be billed according to your data plan, charges will be calculated at your default pay per use rate for the mobile content transport when delivered, generally per kilobyte or per

megabyte. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all phones and other Devices containing a SIM assigned to your account (“Devices”). Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from those Devices, including subscription services, and to incur charges for those Goods, Content, and Services that will appear on your bill; 2) to give consent required for those Goods, Content, and Services, including the consent to use that user’s location information to deliver customized information to that user’s Device, or to make any representation required for those Goods, Content and Service including a representation of the user’s age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

#### **LOCATION-BASED SERVICES**

Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services at your request or the request of a user on your account, offered by AT&T or third parties that make use of a user’s location (“Location-Based Services”), using location technology such as Global Positioning Satellite (“GPS”), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

#### **AT&T 411 INFO**

In some cases our directory assistance service (411) will use the location of a Device to deliver relevant customized 411 information based upon the user’s request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user’s location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at [att.com/privacy](http://att.com/privacy) for additional details about our use and protection of your personal information.

#### **UNAUTHORIZED CHARGES TO YOUR PHONE (CALIFORNIA CUSTOMERS ONLY)**

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. You may submit documents, statements and other information to show any charges were not authorized. Unauthorized charges may include calls made to or from your phone or other Device after it was lost or stolen. (See section “IF YOUR PHONE IS LOST OR STOLEN.”) If you notify us of any charges on your bill you claim are unauthorized, we will investigate. We will advise you of the result of our investigation within 30 days. If you do not agree with the outcome, you may file a complaint with the California Public Utilities Commission and you may have other legal rights. While an investigation is underway, you do not have to pay any charges you dispute or associated late charges, and we will not send the disputed amount to collection or file an adverse credit report about it.

**UNLIMITED VOICE SERVICES**

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals. If AT&T finds that you are using an unlimited voice service offering for other than live dialog between two individuals, AT&T may, at its option terminate your service or change your plan to one with no unlimited usage components. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**OFF-NET USAGE**

If your minutes of use (including unlimited services) on other carrier networks ("off-net usage") during any two consecutive months exceed your off-net usage allowance, AT&T may, at its option, terminate your service, deny your continued use of other carriers' coverage or change your plan to one imposing usage charges for off-net usage. Your off-net usage allowance is equal to the lesser of 750 minutes or 40% of the Anytime Minutes included with your plan. AT&T will provide notice that it intends to take any of the above actions, and you may terminate the agreement.

**BILLING AND PAYMENT**

Usage and monthly fees will be billed as specified in your rate plan brochure, customer service summary, or rate plan information online. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select AT&T rate plans, provided, however, that in either case, if you elect to receive your bills for your AT&T services combined with your landline phone bill (where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Device. AIRTIME AND OTHER MEASURED

USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. AT&T CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. AT&T CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of services. Charges for usage of services on networks maintained by other carriers or on networks acquired by AT&T after August 31, 2004, may appear on your bill after the billing cycle in which the usage occurred. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time.



Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. AT&T will take into account the information provided by the customer to evaluate on an individual basis whether grounds exist for further relief. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment. We may require payment by money order, cashier's check, or a similarly secure form of payment at our discretion.

#### **IF YOUR PHONE IS LOST OR STOLEN**

You are not liable for charges you did not authorize, but the fact that a call was placed from your phone is evidence that the call was authorized. (California Customers see section "Unauthorized Charges to Your Phone.") Once you report to us that the Device is lost or stolen you will not be responsible for subsequent charges incurred by that Device. You can report your Device as lost or stolen and suspend service without a charge by contacting us at the phone number listed on your bill or at **wireless.att.com**. If there are charges on your bill for calls made after the Device was lost or stolen, but before you reported it to us, notify us of the disputed charges and we will investigate. You may be asked to provide information and you may submit information to support your claim. We will advise you of the result of our investigation within 30 days. While your phone is suspended you will remain responsible for complying with all other obligations under this Agreement, including, but not limited to, your monthly fee. We and you have a duty to act in good faith in a reasonable and responsible manner including in connection with the loss or theft of your Device.

#### **DISHONORED CHECKS AND OTHER INSTRUMENTS**

We will charge you \$30 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

#### **CHANGES TO TERMS AND RATES**

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roaming rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, BEYOND THE LIMITS SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR DEVICE, OR OTHERWISE), AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

## **CONTINGENT BENEFITS**

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits (“Benefits”) through a business or government customer’s agreement with us (“Business Agreement”). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement, and such Benefits may be modified or terminated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or that rate plan. You may receive Benefits because of your agreement to have the charges for your service, billed (“Joint Billing”) by a landline company affiliated with AT&T (“Affiliate”) or because you subscribe to certain services provided by an Affiliate. If you cancel Joint Billing or the Affiliate service your rates will be adjusted without notice to a rate plan for which you qualify.

## **DEVICE**

Your Device must be compatible with, and not interfere with, our service and must comply with all applicable laws, rules, and regulations. We may periodically program your Device remotely with system settings for roaming service, to direct your device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on AT&T’s system are designed for use exclusively on AT&T’s system (“Equipment”). You agree that you will not make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. AT&T may, at its sole and absolute discretion, modify the programming to enable the operation of the Device on other systems. You can get details on AT&T policies for modifying Equipment by calling 1-866-246-4852.

## **ADVANCE PAYMENTS AND/OR DEPOSITS**

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

## **LATE PAYMENT CHARGES**

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see [nationalnanpa.com/area\\_code\\_maps](http://nationalnanpa.com/area_code_maps)). You agree that for amounts not paid by the due date, AT&T may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, OH, OK, PA, RI, VA, VT, WI, WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

## **SERVICE LIMITATIONS and LIMITATION OF LIABILITY**

Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with

the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g., 976, 900, and international destinations) at our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on service tenure, payment history and/or credit and AT&T, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming internationally, dial 1-916-843-4685. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. For more information and for a list of currently available countries and carriers go to [att.com/global](http://att.com/global). Many devices including iPhone transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. AT&T may send "alerts" via SMS or email to notify you of data usage. These are courtesy alerts. There is no guarantee you will receive them. They are not a guarantee of a particular bill limit. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle;

(d) claims against you by third parties; (e) damage or injury caused by a suspension or termination of service by AT&T; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, AT&T shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through AT&T, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold AT&T and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by AT&T or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF AT&T, or any violation by you of this Agreement. This obligation shall survive termination of your service with AT&T. AT&T is not liable to you for changes in operation, equipment, or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### **ACCOUNT ACCESS**

You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

## VOICEMAIL SERVICE

We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

## DISPUTE RESOLUTION BY BINDING ARBITRATION

**Please read this carefully. It affects your rights.**

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-800-331-0500. **In the unlikely event that AT&T's customer service department is unable to resolve a complaint you may have to your satisfaction (or if AT&T has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, AT&T will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from AT&T to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), AT&T will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what AT&T has offered you to settle the dispute.

## ARBITRATION AGREEMENT

(1) AT&T and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "AT&T," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and AT&T are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to AT&T should be addressed to: General Counsel, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand").

If AT&T and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or AT&T may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by AT&T or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or AT&T is entitled. You may download or copy a form Notice and a form to initiate arbitration at [att.com/arbitration-forms](http://att.com/arbitration-forms).

(3) After AT&T receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, AT&T will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at [att.com/arbitration-information](http://att.com/arbitration-information).) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless AT&T and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings

and conclusions on which the award is based. Except as otherwise provided for herein, AT&T will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse AT&T for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of AT&T's last written settlement offer made before an arbitrator was selected, then AT&T will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If AT&T did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws AT&T may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, AT&T agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND AT&T AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both you and AT&T agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if AT&T makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

## MISCELLANEOUS

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described herein that are posted on applicable AT&T websites, and any documents expressly referred to herein or therein, make up the complete agreement between you and AT&T and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. AT&T may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. In the event of a dispute between us, the law of the state of your billing address at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the Device or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service-related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

### **Connecticut Customers/Questions About Your Service**

If you have any questions or concerns about your AT&T Mobility service, please call Customer Care at 1-800-331-0500, dial 611 from your wireless phone, or visit **att.com/wireless**. If you have questions about the Unlimited Local or Unlimited Long Distance service, please call 1-800-288-2020 or visit **att.com**. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC). Online: **state.ct.us/dpuc**; Phone: 1-866-381-2355; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

### **Puerto Rico Customers**

If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 1-787-756-0804 or 1-866-578-5500; Online: **rtpr.gobierno.pr**

### **Lifeline Services**

As part of a federal government program, AT&T offers discounted wireless service to qualified low-income residents in selected states. For questions or to apply for Lifeline service, call 1-800-377-9450. Puerto Rico customers should contact 1-787-405-5463.

For tips on how to protect against fraud, please visit the CPUC's website at, **CalPhoneInfo.com**.





# **Exhibit 2**



UpG

2046

### Customer Service Summary

PATRICK L. HENDRICKS

My Service	
Wireless Number:	Redacted
Rate Plan:	/NATP450RUMMSKNW
Rate Plan Charge*:	\$39.99
Term of Service:	24 months
Anytime/Daytime Minutes:	450
Night/Weekend Minutes:	5000
Mobile to Mobile Minutes:	Unlimited in US
Upgrade Fee:	\$18.00

\*Additional charges apply. See page 2 for details.

Using My Phone	
Phone Model:	Apple iPhone
To learn more about using your iPhone, go to: <a href="http://www.apple.com/support/iphone">www.apple.com/support/iphone</a> .	

Using My Visual Voicemail	
Set Up Mailbox/Check Messages	
Tap  on home screen. Tap <b>Voicemail</b> and follow the prompts.	
Check Messages From Another Phone	
1. Dial your 10-digit wireless phone number.	
2. When the greeting begins, PRESS *	
3. Enter your password and follow the prompts.	
Forgot Your Password?	
Dial 611 and follow the prompts to reset.	
To learn more about Visual Voicemail features and security, go to: <a href="http://att.com/WirelessHelp">att.com/WirelessHelp</a> . Customers with an existing voicemail account should review current messages before setting up Visual Voicemail. Existing messages will be deleted once your Visual Voicemail account has been established.	

My Plan Details	
DATAPLUS 200MB FOR iPhone WITH VISUAL VOICEMAIL	\$15.00
<ul style="list-style-type: none"> <li>• Eligible voice &amp; data plan for iPhone required.</li> <li>• 200MB of data (US Only). \$15/200MB of add'l data.</li> <li>• Unlimited AT&amp;T Wi-Fi Basic Hotspot usage.</li> <li>• Visual Voicemail</li> </ul>	
ROLLOVER MINUTES	Included
<ul style="list-style-type: none"> <li>• Unused, accumulated Anytime Minutes that carry over from month to month.</li> <li>• Start accumulating after your first full billing period; expire after 12 rolling bill periods.</li> <li>• Oldest Rollover Minutes are used first. Not transferable or redeemable for cash or credit.</li> <li>• If you change rate plans, any accumulated Rollover Minutes in excess of the new plan's number of monthly anytime minutes will expire upon such change.</li> </ul>	
MOBILE TO MOBILE MINUTES	Included
<ul style="list-style-type: none"> <li>• Calls made to and from other AT&amp;T customers in your mobile to mobile calling area do not count against Anytime Minutes. Minutes do not rollover (exceptions may apply)</li> <li>• Mobile to Mobile minutes only apply in the US</li> </ul>	
OTHER FEATURES	\$20.00
<ul style="list-style-type: none"> <li>• To review additional features on your plan please visit <a href="http://att.com/wireless">att.com/wireless</a> for details</li> </ul>	

* Services	
Check usage via a FREE text message.	
DIAL: *MIN# Send (*646#)	
Check data usage via a FREE text message.	
DIAL: *DATA# Send (*3282#)	
Check phone upgrade discount availability.	
DIAL: *NEW# Send (*639#)	
FREE instant access to our automated bill pay system.	
DIAL: *PAY Send (*729)	
See <a href="http://att.com/StarServices">att.com/StarServices</a> for limits regarding *MIN#/*DATA#.	

Contact Us	
Web:	<a href="http://att.com/wireless">att.com/wireless</a>
Wireless Phone:	611
Landline:	1-800-331-0500
Access our automated phone systems to pay your bill, check your minutes and more!	

Generated on: 07/09/2010

Manage your account online! View your minutes, add features and access this document by registering for online account management at: [att.com/Mywireless](http://att.com/Mywireless).

## Combined Billing

If you are currently receiving a combined bill from AT&T, your billing date will remain the same. If you have recently combined your wireless and AT&T local service bill, you will begin receiving a single bill from AT&T in approximately 30-60 days. Please continue to pay your wireless bill by mail until receipt of your first combined bill. If eligible for a combined bill discount, it will appear on your first combined bill.

The sample bill is not part of your contract.

Start Of Billing Cycle: To Be Determined

Wireless Summary For: PATRICK L. HENDRICKS		Redacted	
Monthly Service Charges	Prorated Charge	Monthly Charge	Total Charge
<b>Rate Plan</b>			
Previous Rate Plan			
Current Rate Plan /NATP450RUMM5KNW			
		39.99	39.99
<b>Other Services</b>			
MESSAGING UNLIMITED		20.00	20.00
DATAPLUS 200MB FOR iPhone WITH VISUAL VOICEMAIL		15.00	15.00
<b>Total Monthly Service Charge</b>			974.99
Usage, Additional Minutes, Roaming, Directory Assistance (411) and Long Distance Charges		<b>BASED ON ACTUAL USAGE</b>	
<b>Credits, Adjustments &amp; Other Charges*</b>			
Upgrade Fee		18.00	18.00
Activation Fee			
Regulatory Cost Recovery Charge	.60		.60
Federal Universal Service Fund	3.61		3.61
State Universal Service Fund			
Other AT&T Surcharges	.17		.17
<b>Total Credits, Adjustments &amp; Other Charges</b>			\$22.38
<b>Government Fees &amp; Taxes</b>			
State and Local Tax	12.60		12.60
911 Fee	3.31		3.31
<b>Total Government Fees &amp; Taxes</b>			\$15.91
<b>Total Charges (ESTIMATED)</b>			\$113.28

## Standard Charges

Additional Minutes:	45¢/min.
411:	\$1.99/call + Airtime
Text/IM:	20¢ (25¢/50¢ Intl.)/message*
Picture/Video:	30¢/message*
iPhone Data Plan:**	\$15.00 per month

\*Charged for messages sent and received. Rates differ if text plan selected.  
\*\*Domestic US; International plans available.

**Airtime Minutes** apply to Visual Voicemail retrieved from mobile.

**Roaming Charges**  
International roaming charges apply for any usage outside the continental U.S., Puerto Rico and U.S.V.I.

## Our Policies

- 30-Day Equipment Return Policy**
- Returns/exchanges must be like new and include all original packaging, accessories, manuals, and proof of purchase.
  - No exchanges on Closeout items.
  - iPhone returns subject to a 10% restocking fee except where prohibited.
  - Authorized Retailer and Other Locations: See the specific location's return policy.
- 30-Day Service Cancellation Policy**
- Payment required for services used.
  - Activation fee will be refunded if termination occurs within 3 days of activation.
  - See our complete policy at: [att.com/ReturnPolicy](http://att.com/ReturnPolicy).

**Wireless Phone Insurance**  
Asurion offers MobileProtect™, Insurance for your iPhone®. See [mymobileprotect.com](http://mymobileprotect.com) for details.

**iPhone Warranty and Repair**  
All iPhone warranty and repair is handled by Apple at [www.apple.com/support](http://www.apple.com/support) or 1-800-MY-IPHONE or Apple Retail stores with an appointment. New iPhones have a one year hardware manufacturer's warranty. Refurbished iPhones may differ. Warranty replacement iPhones may be refurbished devices.

\*AT&T imposes a Regulatory Cost Recovery Charge of up to a \$1.25 to help defray costs incurred in complying with State and Federal telecom regulation; State and Federal Universal Service charges and surcharges for government assessments on AT&T. These are not taxes or government required charges. \*\* The estimates above are based on the highest tax/fee/surcharge rates assessed in your state; actual charges may vary. For actual state percentages, visit [att.com/AdditionalCharges](http://att.com/AdditionalCharges). To prevent unauthorized charges, notify AT&T immediately if your phone is lost or stolen. Your rate plan brochure/contract controls if inconsistent with this document. ©2010 AT&T Intellectual Property. All rights reserved. AT&T, AT&T logo and all other marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies.

**Wireless Service Agreement**

Wireless Number: **Redacted**  
 Account Number: **Redacted**

The Wireless Service Agreement consists of:  
 1. The Terms of Service and its arbitration clause.  
 2. The rate plan terms including the Data Service Terms and Conditions and applicable feature terms.  
 3. Rates and other details about the rate plan (in Customer Service Summary, brochure or at [att.com/wireless](http://att.com/wireless)).

**Early Termination Fee (ETF)**  
 If I terminate this Agreement before the end of my Commitment, I will pay an ETF of up to \$325 if purchasing certain specified Equipment (e.g., Smartphones) OR up to \$150 for other Equipment for each tel. no. associated with my service as indicated in the Terms of Service.

**Guaranty**  
 If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

**Contract Provisions**  
 This Agreement incorporates and includes by reference AT&T's current Terms of Service #FMSTCT08100152E and its arbitration clause. This Agreement also incorporates and includes by reference the versions of the following AT&T brochures that are effective as of the date of this Agreement: i. AT&T's Rate Plan Brochure describing the services listed above under "Monthly Plan;" and, ii. AT&T's Features Brochure(s) describing the service feature(s) listed above under "Other Services." I acknowledge that the Terms of Service Booklet, the Rate Plan Brochure and the Features Brochure(s) were separately provided to me before the time I signed this Agreement.

**Service/Coverage Limitations**  
 Service is not available at all times in all places. There are gaps in coverage within the service areas shown on maps.

**iPhone and Certain Other Devices**  
 Eligible voice and data plans are required for iPhone and certain other devices. The data plans do not cover international data charges. I agree that AT&T may add required plans to my account and bill me the appropriate monthly fee if I use an iPhone or other device that has plan requirements.

**Optional Roadside Assistance is Available from AT&T**  
 Enroll for \$2.99/month and get the first 30 days free. After the free period the charge is \$2.99/month per line. You may cancel at any time by contacting AT&T.

**30-Day Cancellation Policy**

I may terminate this Agreement within 30 days after activating service without paying an Early Termination Fee. I will pay all fees and charges incurred through the termination date, but AT&T will refund any activation fee if I terminate within three days of activation. Also, I may have to return any handsets and accessories purchased with this Agreement and pay any applicable restocking fees. If I terminate after the 30th day but before the Agreement's Service Commitment has expired, I will pay AT&T an Early Termination Fee for each wireless telephone number associated with the service.

**Mobile Content**  
 I understand that wireless devices can be used to purchase goods, content, and services (including subscription plans) like ring tones, graphics, games, and news alerts from AT&T or other companies. I understand that I am responsible for all authorized charges associated with such purchases from any device assigned to my account, that these charges will appear on my bill (including charges on behalf of other companies), and that such purchases can be restricted by using parental controls available from an AT&T salesperson, at [att.com/wireless](http://att.com/wireless), or by calling AT&T.

**Optional Wireless Phone Insurance is Available**  
 If not already enrolled, ask about optional Wireless Phone Insurance. If eligible, you have 30 days from the date of activation or upgrade to add it. Provided by Asurion Protection Services, underwritten by CNA. See brochure for complete terms and conditions. Key terms include:  
 • Premium: \$4.99/month  
 • Non-refundable Deductible: from \$50-\$125/per claim.  
 • Limits: Two claims per 12 months; maximum replacement value of \$1500/per claim.  
 • Replacements may be refurbished or different model.  
 • Cancel at any time for a prorated refund of the monthly charge.  
 • iPhone is not eligible for insurance through AT&T but is available through Asurion at [mymobileprotect.com](http://mymobileprotect.com).

**I HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS SEPARATE TERMS OF SERVICE, RATE PLAN AND FEATURES BROCHURES (including but not limited to, their Changes to Terms and Rates, Limitations of Liability, and Arbitration clauses). If buying an iPhone, I agree that using it acts as an acceptance of the Apple and third party terms and conditions included with the iPhone.**

**My Service Details**

Agreement Start Date: 07/09/10  
 Deposit Amount: \$0  
 Dealer/Sales Code: FA144  
 IMEI: **Redacted**  
 SIM: **Redacted**

**Signing My Agreement**

You will sign this agreement electronically.  
 1. If you do not sign using a signature capture device, dial \*862 from your phone or 1-866-895-1092.  
 2. Listen and follow the prompts.  
 3. Upon completion, your phone will be activated.  
 If electronic signature is not available, please sign below:  
 Signature: *[Handwritten Signature]*