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 11 Attorneys for Defendant  
 AT&T Mobility LLC

12  
 13 **UNITED STATES DISTRICT COURT**  
 14 **NORTHERN DISTRICT OF CALIFORNIA**  
 15 **SAN FRANCISCO DIVISION**

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 17 PATRICK HENDRICKS, on behalf of himself  
 and all others similarly situated,  
 18  
 Plaintiff,  
 19  
 vs.  
 20 AT&T MOBILITY, LLC,  
 21  
 Defendant.  
 22

Case No. CV 11-00409-CRB

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

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

Honorable Charles R. Breyer

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1 I, Jan Mendel, hereby declare as follows:

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

4 2. I am employed by AT&T Mobility LLC ("ATTM") as Lead Discovery Manager  
5 with the Legal Department. In that position, I am involved with the resolution of customer  
6 disputes under ATTM's arbitration provision.

7 3. ATTM (formerly known as Cingular Wireless LLC) adopted arbitration clauses  
8 that, beginning in mid-2003, provided for the company to pay its customers' share of arbitration  
9 costs except in certain specified circumstances. Since the adoption of those arbitration clauses,  
10 ATTM has never refused to pay the American Arbitration Association's arbitration fees or to  
11 reimburse customers for those fees, with the sole exception of the arbitration demands recently  
12 submitted by the law firm of Bursor & Fisher P.A. that seek to enjoin the merger between AT&T  
13 Inc. and Deutsche Telekom AG.

14 4. In fact, ATTM has paid arbitration costs even when customers breached the  
15 arbitration agreement by filing a lawsuit in a court of general jurisdiction before commencing  
16 arbitration.

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18 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
19 September 9, 2011, at Atlanta, Georgia

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Jan Mendel