

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

<p>JOSE TRUJILLO, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>APPLE COMPUTER, INC., a California Corporation, and AT&amp;T MOBILITY LLC, a Georgia Corporation,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No. 1:07-cv-04946</p> <p>SUPPLEMENTAL DECLARATION OF NEAL S. BERINHOUT IN SUPPORT OF AT&amp;T MOBILITY LLC'S MOTION TO COMPEL ARBITRATION AND DISMISS ACTION</p>
---	--

I, Neal S. Berinhout, hereby declare as follows:

1. I am employed by AT&T Mobility LLC ("ATTM") (formerly Cingular Wireless LLC ("Cingular")) as Associate General Counsel—Litigation. 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. In October 2007, I submitted a declaration in support of ATTM's motion to compel arbitration in this action. I submit this supplemental declaration to expand upon one of the statements made in the earlier declaration.

3. In my earlier declaration, I explained that ATTM's arbitration provision requires customers who seek to arbitrate their disputes to send ATTM's legal department a Notice of Dispute before they commence an arbitration through the American Arbitration Association ("AAA"). I also explained that ATTM uses the period between when it receives a Notice of Dispute and the commencement of arbitration to attempt to resolve the customer's complaint to the customer's and ATTM's satisfaction.

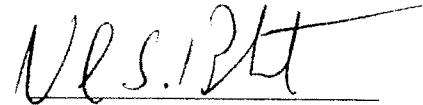
4. In the unlikely event that a customer is dissatisfied with ATTM's settlement offer, he or she may commence an arbitration through the AAA at ATTM's expense. ATTM's arbitration provision requires it to pay all of the costs of arbitration, and promptly to reimburse

Supplemental Declaration of Neal S. Berinhout in Support of AT&T  
Mobility LLC's Motion to Compel Arbitration and Dismiss Action

1 the customer for the filing fee, if the customer has complied with the notice requirement  
2 described above.

3 5. ATTM has never refused to pay the costs of arbitration on the ground that a  
4 customer failed to comply with the notice requirement.

5 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
6 January 11, 2008.

7  
8   
9 \_\_\_\_\_  
10 Neal S. Berinhout

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

I certify that on January 11, 2008, I caused the foregoing Supplemental Declaration of Neal S. Berinhout in Support of Defendant AT&T Mobility LLC's Motion to Compel Arbitration and Dismiss Action and the supporting declarations and memorandum of law to be electronically filed with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the counsel of record in this matter who are registered on the CM/ECF.

/s Sarah E. Reynolds

Sarah E. Reynolds  
MAYER BROWN LLP  
71 South Wacker Drive  
Chicago, IL 60606  
Tel: (312) 782-0600  
Fax: (312) 701-7711