

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

IN RE: APPLE IPHONE 3G AND 3GS MMS
MARKETING AND SALES PRACTICES
LITIGATION

THIS DOCUMENT RELATES TO ALL
ACTIONS

MDL NO. 2116

2:09-md-2116

SECTION: J

JUDGE BARBIER

**DECLARATION OF HARRY BENNETT
IN SUPPORT OF DEFENDANT AT&T
MOBILITY LLC'S MOTIONS TO
COMPEL ARBITRATION**

I, Harry Bennett, 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 AT&T Services, Inc., an affiliate of AT&T Mobility LLC ("ATTM"), as Assistant Vice President for eCommerce Operations. My job responsibilities include, among other things, overseeing the business group that manages ATTM's e-commerce activities and that maintains ATTM's web site.

3. ATTM's home page may be accessed at <http://www.wireless.att.com> or by going to <http://www.att.com> and clicking on the link marked "Wireless" toward the top of the web page.

4. ATTM's current arbitration provision is available on ATTM's web site at <http://www.att.com/disputeresolution>. A true and correct printout of that web page is attached as Exhibit 1.

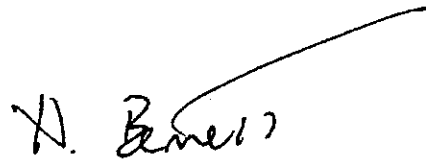
5. Additional information about ATTM's arbitration procedures may be found on ATTM's web site at <http://www.att.com/arbitration-information>. A true and correct printout of that web page is attached as Exhibit 2.

6. ATTM gives customers access to forms for initiating the arbitration process by providing both a Notice of Dispute form and an Arbitration Initiation form on its web site (at <http://www.att.com/arbitration-forms>). True and correct copies of these forms are attached as Exhibits 3 and 4.

7. Some customers subscribe to wireless service using ATTM's web site. As that process worked on February 22, 2009, in order to complete the transaction, a customer had to check a box stating "I have read and agree to the service agreement." The "service agreement"—including the terms of service—is displayed in a scrollable text box that appears above the acknowledgement check box. If the customer did not check the acknowledgement box, he or she would have been unable to complete the transaction. A true and correct printout of the screen containing the acknowledgment box and service agreement, similar to the way it would have appeared on February 22, 2009, is attached as Exhibit 5.

8. ATTM maintains archived copies of different versions of the agreement as that agreement appeared on ATTM's web site. Attached as Exhibit 6 is a true and correct printout of the archived text of the agreement that would have appeared in the scrollable text box on ATTM's web site on February 22, 2009.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 5th, 2010, at Plano, Texas.



Harry Bennett