

**Gignac Declaration**

## **EXHIBIT 1**

**Stipulation and Settlement Agreement**

## **STIPULATION AND SETTLEMENT AGREEMENT**

The undersigned Parties hereby stipulate and agree, subject to the approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), that this Action, as defined herein below, shall be settled pursuant to the terms and conditions set forth in this Settlement Agreement.

### **ARTICLE I - RECITALS**

1. WHEREAS, Cellco Partnership d/b/a Verizon Wireless is the defendant in this Action, and is engaged in the business of providing wireless telephone and data service;
2. WHEREAS, Ralph Demmick and Donald Barth are the named plaintiffs and Class Representatives in this Action;
3. WHEREAS, the Class Representatives allege that: (a) Verizon Wireless had an undisclosed billing policy and practice under which Verizon Wireless billed subscribers on its Family SharePlans for usage by the Plans' primary and secondary phone lines in a manner different from the manner in which Verizon Wireless was contractually required to bill, in violation of state and federal law; and (b) Verizon Wireless charged certain customers for In-Network talk time even though those customers' calling plans provided for free In-Network calling, in violation of state and federal law;
4. WHEREAS, the Class Representatives seek to recover on behalf of themselves and multiple classes of similarly situated persons;
5. WHEREAS, on September 8, 2010, the Court certified two nationwide classes, the Certified FSP Class and the Certified In-Network Class (as defined herein below), as well as several subclasses; and

6. WHEREAS, the Parties have engaged in discovery, have voluntarily exchanged information, and have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions;

7. NOW, THEREFORE, the Parties stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement; for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged; and subject to the approval of the Court, this Action shall be fully settled and dismissed with prejudice under the following terms and conditions:

## **ARTICLE II - DEFINITIONS**

As used in this Settlement Agreement and its exhibits, the terms set forth below shall have the following meanings. The singular includes the plural and vice versa.

1. “Action” means the action styled *Ralph Demmick and Donald Barth, on behalf of themselves and all others similarly situated, Plaintiffs, v. Cellco Partnership d/b/a Verizon Wireless, Defendant*, No. 06-2163 (JLL), pending in the U.S. District Court for the District of New Jersey.

2. “CAFA Notice” means the notice intended to comply with the requirements imposed by the Class Action Fairness Act, 28 U.S.C. § 1715(b), as described in Article VI.2.

3. “Certified FSP Class” means the class defined by the Court as follows: “All residents of the United States of America who used wireless telephone service provided by [Verizon Wireless] between May 11, 2002 and May 10, 2006 under a Family SharePlan covering two or more persons with different additional minute rates for minutes after the shared plan allowance, were billed under the VISION or I2K billing systems, and were assessed additional

minute charges at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis.”

4. “Certified In-Network Class” means the class defined by the Court as follows: “All residents of the United States of America who used wireless telephone service provided by [Verizon Wireless] between May 11, 2002 and May 10, 2006 under a Family SharePlan that offered unlimited, free ‘In-Network’ and/or ‘In-Family’ calling, were billed under the VISION or I2K billing system, were charged for ‘In-Network’ and/or ‘In-Family’ calls, and who were not reimbursed for such calls prior to May 11, 2006.”

5. “Class Counsel” means the law firms of Hellring Lindeman Goldstein & Siegal LLP; Foley Bezek Behle & Curtis, LLP; and Arias Ozzello & Gignac, LLP.

6. “Class List” means a list of all Settlement Class Members that Verizon Wireless is able to identify based on review of the records in Verizon Wireless’s VISION billing system.

7. “Class Members” means all of the individuals belonging to the Certified FSP Class and Certified In-Network Class.

8. “Class Representatives” means Ralph Demmick and Donald Barth.

9. “Common Fund” means the consideration set forth in Article III.1(a) and (b).

10. “Court” means the U.S. District Court for the District of New Jersey.

11. “Distributed Bill Credit Amount” means the aggregate amount of bill credits applied to Distribution Customers’ accounts, as described in Article IV.3.c.

12. “Distribution Customers” means all Settlement Class Members on the Class List who are customers of Verizon Wireless as of the date on which the application of bill credits to customer accounts, as described in Article IV.3.c, is performed, and are being billed through Verizon Wireless’s VISION billing system as of that date.

13. “Effective Date” means the date on which the Court’s Final Approval Order is Final.

14. “Email List” means a list of all Settlement Class Members who (a) are on the Class List; and (b) receive email notification of their bills from Verizon Wireless as of the date of entry of the Preliminary Approval Order.

15. “Estimated Bill Credit Amount” means the cash amount transferred by the Settlement Administrator to Verizon Wireless prior to the application of bill credit amounts to Distribution Customer accounts, as described in Article IV.3.b.

16. “Fee and Expense Application” means that written motion or application by which Class Counsel requests that the Court award attorneys’ fees and expenses.

17. “Final” means that the Final Approval Order has been entered on the docket in the Action, and (a) the time to appeal from such order has expired and no appeal has been timely filed; or, (b) if such an appeal has been filed, it has been resolved finally and has resulted in an affirmation of the Final Approval Order; or (c) the Court, following the resolution of the appeal, enters a further order or orders approving settlement on the terms set forth herein, and either the time to appeal from such further order or orders has expired and no further appeal has been taken from such order(s) or any such appeal results in affirmation of such order(s). Neither the pendency of the Fee and Expense Application or the Incentive Award Application, nor any appeal pertaining solely to a decision on the Fee and Expense Application or the Incentive Award Application, shall in any way delay or preclude the Final Approval Order from becoming Final.

18. “Final Approval Hearing” means the hearing scheduled to take place after the entry of the Preliminary Approval Order, at which the Court shall, *inter alia*: (a) determine



whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement Agreement and all responses thereto; (c) rule on the Fee and Expense Application; (d) rule on the Incentive Award Application; and (e) determine whether or not to adopt the Plan of Allocation and Distribution.

19. “Final Approval Order” means the order, substantially in the form of Exhibit B attached hereto, in which the Court, *inter alia*, grants final approval of this Settlement Agreement and authorizes the entry of a final judgment and dismissal of the Action with prejudice.

20. “FSP Released Claims” means any and all actions, causes of action, claims, demands, liabilities, obligations, fees, costs, sanctions, proceedings, and/or rights of any nature and description whatsoever that relate to after-allowance minutes that were billed to customers who subscribed to a Family SharePlan at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis, and that have been, or could have been, asserted in the Action. Clarification as to the meaning of “real time basis” calculation is provided in paragraph 21. FSP Released Claims include, without limitation, violations of any state or federal statutes, rules or regulations, including but not limited to 47 U.S.C. § 201, or principles of common law, whether liquidated or unliquidated, known or unknown, in law or in equity, whether or not concealed or hidden.

21. “FSP Settlement Class” or “FSP Settlement Class Members” means all residents of the United States of America as of the date of entry of the Preliminary Approval Order who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan covering two or more persons with different per minute rates for minutes used after the shared plan allowance was exhausted (“after-allowance minutes”), and who were billed

under the VISION or I2K billing system and were assessed charges for after-allowance minutes at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis. For the avoidance of doubt, “the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis” means the charge that can be derived by (i) allocating allowance minutes to each phone at the time such phone makes or receives calls, and (ii) after the point in time during the billing cycle that the shared plan allowance is exhausted, computing the charges for additional minutes by using the after-allowance rate for the primary phone for all calls made or received by the primary phone, and using the after-allowance rate for the secondary phone(s) for all calls made or received by the secondary phone(s).

22. “In-Network Released Claims” means any and all actions, causes of action, claims, demands, liabilities, obligations, fees, costs, sanctions, proceedings, and/or rights of any nature and description whatsoever that relate to “In-Network” and/or “In-Family” calls that were billed to customers who subscribed to a Family SharePlan that offered unlimited, free “In-Network” and/or “In-Family” calling, and that have been, or could have been, asserted in the Action. In-Network Released Claims include, without limitation, violations of any state or federal statutes, rules or regulations, including but not limited to 47 U.S.C. § 201, or principles of common law, whether liquidated or unliquidated, known or unknown, in law or in equity, whether or not concealed or hidden.

23. “In-Network Settlement Class” or “In-Network Settlement Class Members” means all residents of the United States of America as of the date of entry of the Preliminary Approval Order who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan that offered unlimited, free “In-Network” and/or

“In-Family” calling, and who were billed under the VISION or I2K billing system and were charged for “In-Network” and/or “In-Family” calling.

24. “Incentive Award Application” means that written motion or application by which Class Counsel requests that the Court approve incentive awards to the Class Representatives.

25. “Internet Notice” means notice of this Settlement by Internet banner notices as described in Article V.3.

26. “Mail Notice” means notice of this Settlement by email and postcard as described in Article V.1.

27. “Notice” means Mail Notice, Publication Notice, Internet Notice and CAFA Notice.

28. “Parties” means Demmick, Barth, and Verizon Wireless.

29. “Physical Address List” means a list of all Settlement Class Members who (a) are on the Class List; and (b) are not on the Email List.

30. “Preliminary Approval Order” means the order, substantially in the form of Exhibit A attached hereto, in which the Court, *inter alia*, grants its preliminary approval of this Settlement Agreement, authorizes dissemination of Notice to the Classes, and appoints the Settlement Administrator.

31. “Plan of Allocation and Distribution” means the plan proposed by Class Counsel for the allocation of the Common Fund between the Settlement Classes and the distribution of the Common Fund to the Settlement Class Members.

32. “Publication Notice” means notice of this Settlement by publication, including the long-form Publication Notice and the short-form Publication Notice, as described in Article V.2.



33. “Released Claims” means the FSP Released Claims and In-Network Released Claims.

34. “Released Parties” means (a) Verizon Wireless; (b) Verizon Wireless’s Counsel; (c) Verizon Wireless’s past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; (d) Verizon Wireless’s successors and predecessors and their past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; and (e) for each of the foregoing, each of their past, present, or future officers, directors, shareholders, owners, employees, representatives, agents, principals, partners, members, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns.

35. “Request for Exclusion” means a valid request for exclusion from this Settlement by a Settlement Class Member. To be valid, a Request for Exclusion must (a) be submitted by a Settlement Class Member; (b) be submitted to the Settlement Administrator and postmarked by a date not later than 30 days before the Final Approval Hearing, or, in the case of a Request for Exclusion submitted online, submitted by a date not later than 30 days before the Final Approval Hearing; (c) contain the Settlement Class Member’s name, address and telephone number and the mobile telephone number through which the Settlement Class Member receives or received service from Verizon Wireless; and (d) otherwise comply with the instructions set forth in the Notice.

36. “Settlement Administrator” means Kurtzman Carson Consultants LLC.

37. “Settlement Agreement,” “Settlement,” or “Agreement” means this Stipulation and Settlement Agreement, including any attached exhibits.

38. “Settlement Classes” means the FSP Settlement Class and In-Network Settlement Class.

39. “Settlement Class Members” means all members of the FSP Settlement Class and/or the In-Network Settlement Class. For the avoidance of doubt, some Settlement Class Members may be included in both the FSP Settlement Class and In-Network Settlement Class, and nothing in this Settlement Agreement shall be construed to limit the inclusion of any Settlement Class Member in both Settlement Classes.

40. “Verizon Wireless” means Celco Partnership d/b/a Verizon Wireless.

41. “Verizon Wireless’s Counsel” means the law firms of Munger, Tolles & Olson LLP; Greenberg Traurig LLP; McCarter & English; Wiley Rein LLP; Scheper Kim & Harris, LLP; Skadden, Arps, Slate, Meagher & Flom LLP; and O’Melveny & Myers LLP.

### **ARTICLE III – COMMON FUND**

In consideration of a full, complete, and final settlement of this Action, dismissal of the Action with prejudice, and the releases below, and subject to the Court’s approval, the Parties agree to the following relief:

1. Common Fund

a. Cash Component

The Common Fund shall include a cash component of 36.7 million dollars (\$36,700,000.00). Within 7 days following the date that the motion requesting entry of the Preliminary Approval Order is filed, Verizon Wireless shall transfer \$36.7 million in cash to the Settlement Administrator. The Settlement Administrator shall hold such funds for the benefit of the Settlement Classes, Class Counsel, and the Class Representatives, and shall disburse such amounts only in accordance with the orders of the Court, except that the Settlement Administrator may disburse amounts to effectuate the CAFA Notice prior to the entry of the Preliminary Approval Order, if necessary to comply with CAFA.

b. Calling Units Component

Within 100 days after the Effective Date, Verizon Wireless or its designee shall transfer to the Settlement Administrator a number of fully transferable personal identification numbers (“PINs”) containing a total of 275 million calling units. The aggregate value of the PINs shall be 27.5 million dollars (\$27,500,000.00), based on a conversion ratio of 10 cents per calling unit. The Plan of Allocation and Distribution shall specify the number of PINs to be transferred and the number of calling units that shall be loaded to each PIN, and the Settlement Administrator shall inform Verizon Wireless of the number of calling units to be loaded to each PIN no later than 75 days after the Effective Date. The minimum denomination of a PIN shall be 120 calling units. The Settlement Administrator shall hold the PINs and distribute them only in accordance with the orders of the Court.

Verizon Wireless shall acquire the PINs from an unaffiliated third party. The PINs will be subject to terms and conditions set by the PIN issuer, which are attached as Exhibit G. These terms provide, *inter alia*, that: the PINs can be used to make domestic or international telephone calls; one calling unit can be used for one minute of domestic calling; the number of calling units required per minute for international calling depends on the country called; and the calling units will be valid for a period of 24 months from the date on which the PINs are distributed to Settlement Class Members. The Settlement Administrator shall distribute the PINs in accordance with the Plan of Allocation and Distribution as approved by the Court.

2. Amount of Verizon Wireless’s Monetary Liability

In no event shall Verizon Wireless’s monetary liability under this Settlement Agreement exceed the amount of the Common Fund as described in Article III.1, above, except that Verizon Wireless will bear the costs of distributing the cash portion of the Common Fund to Distribution

Customers as described in Article IV.6.b and such distribution costs will not be deducted from the Common Fund. For the avoidance of doubt, the foregoing exception applies only to the costs Verizon Wireless incurs in making the distribution, and not to the amount of cash distributed, which will be paid from the Common Fund as described in Article IV.3.

#### **ARTICLE IV – DISTRIBUTION OF THE COMMON FUND**

##### **1. Plan of Allocation and Distribution**

Class Counsel shall propose a Plan of Allocation and Distribution setting forth (a) a proposed plan for allocating the Common Fund between the Settlement Classes; and (b) a proposed method of distributing the Common Fund to Settlement Class Members, the Class Representatives, and Class Counsel. The Plan of Allocation and Distribution shall be prepared by Class Counsel, subject to review and approval by Verizon Wireless and its counsel of record, such approval not to be unreasonably withheld.

##### **2. Effect on Settlement**

The Parties agree that the rulings of the Court regarding the Plan of Allocation and Distribution, and any claim or dispute relating thereto, will be considered by the Court separately from the approval of the Settlement Agreement, and that any determinations in that regard will be embodied in a separate order. Any order or proceedings relating to the Plan of Allocation and Distribution, including any appeals from or modifications or reversals of any order related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order becomes Final as defined herein.

##### **3. Distribution of Cash Component to Distribution Customers**

###### **a. Cash Distribution Determination**



Within 90 days following the Effective Date, the Settlement Administrator shall calculate the amount of cash that will be distributed to each Settlement Class Member under the approved Plan of Allocation and Distribution, and shall submit to Verizon Wireless a schedule showing the results of this calculation. The calculation shall include any interest earned on the cash component of the Common Fund.

b. Distribution Estimate

Within 15 days following the receipt of the schedule referenced in Article IV.3.a, Verizon Wireless shall notify the Settlement Administrator of the amount of cash that Verizon Wireless then estimates will be distributed to Distribution Customers in the form of bill credits. Within 15 days following the receipt of such notification from Verizon Wireless, the Settlement Administrator shall transfer to Verizon Wireless from the Common Fund a cash amount equal to Verizon Wireless's estimate (the "Estimated Bill Credit Amount").

c. Payment in the Form of Bill Credits

Within 30 days following the receipt of the Estimated Bill Credit Amount, Verizon Wireless shall apply to the account of each Distribution Customer a credit equivalent to the cash amount designated for distribution to such customer according to the schedule prepared by the Settlement Administrator under Article IV.3.a. In the event that Verizon Wireless's records show that the customer identification number for a Distribution Customer is associated with only one account qualifying such customer for placement on the Class List, the credit shall be applied to that account, or, if such account is inactive, to the oldest active account for such Distribution Customer. In the event that Verizon Wireless's records show that the customer identification number for a Distribution Customer is associated with multiple accounts qualifying such



customer for placement on the Class List, the credit shall be applied to the oldest active such account.

The credit thus applied to the account of each Distribution Customer will appear as a bill credit on the next bill issued to each such customer following the application of the credit. The aggregate amount of credits applied to Distribution Customers' accounts shall constitute the Distributed Bill Credit Amount.

d. True-Up of Estimated Bill Credit Amount

In the event that the Estimated Bill Credit Amount exceeds the Distributed Bill Credit Amount, then within 15 days after the application of the bill credits to the accounts of the Distribution Customers, Verizon Wireless shall transfer the excess amount back to the Settlement Administrator for distribution in accordance with the approved Plan of Allocation and Distribution. In the event that the Estimated Bill Credit Amount is less than the Distributed Bill Credit Amount, then within 15 days after the application of the bill credits to the accounts of the Distribution Customers, the Settlement Administrator shall make a second transfer to Verizon Wireless from the Common Fund in an amount sufficient to reimburse Verizon Wireless for the amount by which the Distributed Bill Credit Amount exceeded the Estimated Bill Credit Amount.

e. Declaration of Compliance

Within 30 days after the application of the bill credit to the accounts of the Distribution Customers, Verizon Wireless shall submit to the Court and to the Settlement Administrator a declaration listing the recipients of the bill credits and attesting to the amounts distributed to them.

4. Distribution of Remainder of Cash Component

Except to the extent distributed by Verizon Wireless to the Distribution Customers under Article IV.3.c, the cash component of the Common Fund, including any interest thereon, shall be distributed by the Settlement Administrator in accordance with the Plan of Allocation and Distribution as approved by the Court.

5. Distribution Before Effective Date

Before the Effective Date, the cash component of the Common Fund may be distributed to cover the costs of Notice and the costs of administering the Settlement, but may not be distributed to the Settlement Classes, the Class Representatives, or Class Counsel. After the Effective Date, the cash component of the Common Fund may be distributed to the Settlement Classes, the Class Representatives, and Class Counsel in accordance with the Plan of Allocation and Distribution as approved by the Court.

In the event that the Settlement does not receive final approval from the Court or does not become Final by reason of a higher court reversing final approval by the Court, Verizon Wireless shall not seek to recover from the Settlement Classes, the Class Representatives or Class Counsel the amounts distributed from the Common Fund prior to that date.

6. Costs Of Administering Settlement.

a. Except as provided in Article IV.6.b, all costs of administering this Settlement, including all fees of the Settlement Administrator, the costs of Notice, the costs of generating and mailing any checks to be issued as part of this Settlement, and the costs of distributing the PINs, shall be paid for out of the Common Fund.

b. Notwithstanding the foregoing, the cost of distributing a portion of the cash component of the Common Fund to Distribution Customers as described in Article IV.3.c,

above, shall be borne by Verizon Wireless, which shall distribute such amounts as bill credits in accordance with the Plan of Allocation and Distribution as approved by the Court.

7. Attorneys' Fees and Expenses.

In connection with the submission of a proposed Plan of Allocation and Distribution, Class Counsel may make a Fee and Expense Application to be heard at the Final Approval Hearing seeking an award of attorneys' fees and expenses to be paid from the Common Fund. Verizon Wireless will not oppose the Fee and Expense Application and will not solicit others to do so. Attorneys' fees and expenses that are approved by the Court for payment out of the Common Fund shall be paid by the Settlement Administrator to Class Counsel out of the Common Fund within 5 business days of the Effective Date.

8. Incentive Awards

In connection with the Plan of Allocation and Distribution, the Class Representatives, or Class Counsel on their behalf, may make an application to be heard at the Final Approval Hearing for incentive awards to be paid to the Class Representatives out of the Common Fund ("Incentive Award Application"). Verizon Wireless will not oppose the Incentive Award Application and will not solicit others to do so. Incentive awards to the Class Representatives that are approved by the Court for payment out of the Common Fund shall be paid by the Settlement Administrator to the Class Representatives out of the Common Fund within 5 business days of the Effective Date.

**ARTICLE V - NOTICE AND REQUESTS FOR EXCLUSION**

1. Mail Notice.

a. Lists for Mail Notice

Within 30 days of the Court's entry of the Preliminary Approval Order, Verizon Wireless shall create and shall transfer to the Settlement Administrator two lists, as follows:

i. Email List

Verizon Wireless shall create and shall transfer to the Settlement Administrator an Email List, which shall include all Settlement Class Members who (a) are on the Class List; and (b) receive email notification of their bills from Verizon Wireless as of the date of entry of the Preliminary Approval Order. The Email List shall include the email address of each such Settlement Class Member. In the event that Verizon Wireless's records include multiple email addresses associated with multiple accounts qualifying a Settlement Class Member for placement on the Class List, the Email List shall list the email address that is associated with the oldest active account qualifying such customer for placement on the Class List.

ii. Physical Address List

Verizon Wireless also shall create and shall transfer to the Settlement Administrator a Physical Address List, which shall list all Settlement Class Members who (a) are on the Class List; and (b) are not on the Email List. The Physical Address List shall include the last known physical address of each such Settlement Class Member.

b. Mail Notice Provided by Postcard and Email

Within 60 days of the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall provide Mail Notice as follows:

i. Mail Notice via Email

The Settlement Administrator shall send two email messages to each Settlement Class Member on the Email List. The cost of such notice shall be paid for from the Common Fund. The email messages will be substantially in the form attached hereto as Exhibit D.

ii. Mail Notice via Postcard

The Settlement Administrator shall send one postcard by mail to each Settlement Class Member on the Physical Address List. The cost of such notice shall be paid for from the Common Fund. The postcard will be substantially in the form attached hereto as Exhibit D.

iii. Postcards After Email Failures

In the event that the Settlement Administrator receives “send failure,” “bounce-back,” or similar email failure notices after sending Mail Notice to Settlement Class Members on the Email List as provided in Article V.1.b.i, the Settlement Administrator shall present to Verizon Wireless a list of such Settlement Class Members and shall request from Verizon Wireless the last known physical address of such Settlement Class Members. Verizon Wireless shall provide a list of the requested addresses within 15 days of receiving the request. After receiving the list, the Settlement Administrator shall send the relevant Settlement Class Members Mail Notice via postcard as provided in Article V.1.b.ii.

iv. Updating of Physical Addresses

Before providing Mail Notice to the Settlement Class Members on the Physical Address List, the Settlement Administrator shall use the National Change of Address Databank maintained by the United States Postal Service to update the addresses reflected on the Physical Address List. The Settlement Administrator also shall use the National Change of Address Databank to update the physical address of any Settlement Class Member on the Email List receiving Mail Notice via postcard under Article V.1.b.iii.

2. Publication Notice

a. Short-Form Publication Notice



Within 60 days of the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall cause a short-form Publication Notice to be published twice as a half-page in *People*. The short-form Publication Notice will be substantially in the form attached hereto as Exhibit E.

b. Long-Form Publication Notice

Within 30 days of the Court's entry of the Preliminary Approval Order, the Settlement Administrator will publish on a website created and maintained by the Settlement Administrator a long-form Publication Notice, which shall include FAQs and the full Settlement Agreement. The long-form Publication Notice will be substantially in the form attached hereto as Exhibit F.

c. Cost of Publication Notice

The cost of the Publication Notice, including the short-form Publication Notice, the long-form Publication Notice, and the website, shall be paid for out of the Common Fund.

3. Internet Notice.

Within 60 days of the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall purchase 91 million unique internet banner notices targeted to adults 18 years of age or older who own a cellular telephone. The banner notices will be purchased through Xaxis Premium Network and the social media site Facebook. Both the Xaxis Premium Network notices and Facebook notices (together, "Internet Notice") will include an embedded link to the website referenced in Article V.2.b, above. The Internet Notice will be substantially in the form attached hereto as Exhibit H. The cost of the Internet Notice shall be paid for out of the Common Fund.

4. Declaration Of Compliance.

The Settlement Administrator shall prepare a declaration attesting to compliance with the Notice requirements set forth in this Article. Such declaration shall be provided to Class Counsel and counsel of record for Verizon Wireless and shall be filed with the Court no later than 65 days following the date of entry of the Preliminary Approval Order.

5. Best Notice Practicable.

The Parties agree, and the Preliminary Approval Order shall state, that compliance with the procedures described in this Article is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Classes of the pendency of the Action, certification of the Classes, the terms of the Settlement Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

6. Requests for Exclusion

Settlement Class Members may exclude themselves from the Settlement Classes only by filing a valid Request for Exclusion. All Settlement Class Members who do not submit valid Requests for Exclusion will be included in the Settlement Classes and will be bound by this Settlement Agreement on the Effective Date as provided in Article VII.

7. Report On Requests For Exclusion.

Not later than 25 days before the Final Approval Hearing, the Settlement Administrator shall submit to Class Counsel and Verizon Wireless a list of Settlement Class Members that have submitted timely and valid Requests for Exclusion. Settlement Class Members submitting such requests will not be entitled to receive any relief under this Settlement Agreement.

8. Inquiries From Class Members.

It shall be the responsibility of Class Counsel to establish procedures for receiving and responding to all inquiries from Settlement Class Members with respect to this Settlement.

Verizon Wireless shall issue a directive to its customer service representatives using its One Source Template program that instructs such representatives to refer inquiries regarding the Settlement that Verizon Wireless receives on its telephonic customer service lines or at its retail stores to the website established by the Settlement Administrator under Article V.2.b, above. Verizon Wireless and its counsel of record are not otherwise required to respond to inquiries from Settlement Class Members with respect to this Settlement.

**ARTICLE VI - COURT APPROVAL OF SETTLEMENT**

1. Preliminary Approval.

As soon as practicable after the execution of this Settlement Agreement, Class Counsel, acting on behalf of the Class Representatives, shall apply for entry of the Preliminary Approval Order in the form of Exhibit A hereto. The Preliminary Approval Order shall include provisions: (a) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow Notice to be disseminated to the Settlement Classes; (b) approving the form, content, and manner of the Notice; (c) setting a schedule for proceedings with respect to final approval of this Settlement; (d) immediately staying the Action, other than such proceedings as are related to this Settlement; and (e) issuing an injunction against any actions by Settlement Class Members to pursue claims released under this Settlement Agreement, pending final approval of the Settlement Agreement.

2. CAFA Notice.

Within 10 days of the filing of this Settlement Agreement and the motion for preliminary approval of the Settlement, the Settlement Administrator shall provide CAFA Notice as required under 28 U.S.C. § 1715. CAFA Notice shall be provided to the Attorney General of the United States and the Attorneys General of each state in which Settlement Class Members reside.

CAFA Notice shall be mailed, can be in an electronic or disc format, and shall include to the extent then available and feasible: (1) the complaint, and all amended complaints, in the Action; (2) the motion for preliminary approval of the Settlement, which shall include the proposed Final Approval Hearing date and shall confirm that there are no additional agreements among the Parties not reflected in the Settlement; (3) the proposed Mail Notice, Publication Notice, and Internet Notice; (4) this Settlement Agreement; and (5) a reasonable estimate of the number of Settlement Class members residing in each State and the estimated proportionate share of the claims of such members to the entire Settlement. The Parties agree that this CAFA Notice shall be sufficient to satisfy the terms of 28 U.S.C. § 1715.

3. Objections To Settlement.

Any Settlement Class Member wishing to object to or to oppose the approval of (a) this Settlement Agreement, (b) the Plan of Allocation and Distribution, (c) the Fee and Expense Application, and/or (c) the Incentive Award Application shall file a written objection with the Court and serve it on the Parties at least 30 days before the date of the Final Approval Hearing.

The written objection must include (1) a statement of the reasons for the objection; (2) the objecting Settlement Class Member's name, address, and telephone number; and (3) the mobile telephone number through which the objecting Settlement Class Member received or receives Verizon Wireless service; and (4) any other requirements set forth in the Notice. Any



Settlement Class Member that fails to file a timely written objection that meets the requirements of this Article VI.3 shall have no right to file an appeal relating to the approval of this Settlement.

4. Motion for Final Approval and Response to Objections.

The Class Representatives, acting through Class Counsel, will file with the Court their motion for final settlement approval on a date that is no later than 65 days before the date of the Final Approval Hearing. The Class Representatives, acting through Class Counsel, will file with the Court a supplemental brief in support of final settlement approval that responds to any objections no later than 15 days before the date of the Final Approval Hearing.

5. Final Approval Hearing.

The Parties shall request that the Court, on the date set forth in the Preliminary Approval Order or on such other date that the Court may set, conduct a Final Approval Hearing to, *inter alia*: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on the Fee and Expense Application; (d) rule on the Incentive Award Application; and (e) determine whether or not to adopt the Plan of Allocation and Distribution. At the Final Approval Hearing, the Class Representatives, acting through Class Counsel, shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Settlement Agreement, then the Class Representatives, acting through Class Counsel, shall ask the Court to enter a Final Approval Order, substantially in the form of Exhibit B attached hereto, which, *inter alia*, approves this Settlement Agreement, authorizes entry of a final judgment, and dismisses the Action with prejudice. The Class Representatives, acting through Class Counsel, also shall ask



the Court to enter judgment separately from the Final Approval Order, substantially in the form of Exhibit C attached hereto.

6. Disapproval, Cancellation, Termination, Or Nullification Of Settlement.

a. Each Party shall have the right to terminate this Settlement Agreement if either (i) the Court denies preliminary approval or final approval to this Settlement Agreement; or (ii) the Final Approval Order does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving settlement on the terms set forth herein. If a Party elects to terminate this Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel within 30 days of the occurrence of the condition permitting termination.

b. Verizon Wireless shall have the right to terminate this Settlement Agreement if more than 5% of Settlement Class Members submit timely and valid Requests for Exclusion. If Verizon Wireless elects to terminate this Agreement under this paragraph, Verizon Wireless must provide written notice to Class Counsel no later than 10 days prior to the date of the hearing on the motion for final settlement approval.

c. If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties; (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement; and (iv) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed. Upon termination of this

Settlement Agreement, the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement including, but not limited to, any amounts paid out of the Common Fund for Notice and amounts paid or due to the Settlement Administrator for its settlement administration services.

#### **ARTICLE VII - RELEASES UPON EFFECTIVE DATE**

1. **Binding and Exclusive Nature of Settlement Agreement.**

On the Effective Date, the Parties and each and every FSP Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, or other claim may be pursued by the FSP Settlement Class Members against the Released Parties with respect to the FSP Released Claims.

Also on the Effective Date, the Parties and each and every In-Network Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, or other claim may be pursued by the In-Network Settlement Class Members against the Released Parties with respect to the In-Network Released Claims.

2. **Releases.**

On the Effective Date, the FSP Settlement Class Members shall be deemed to have, and by operation of this Agreement shall have, fully, finally and forever released, relinquished and discharged the Released Parties from any and all of the FSP Released Claims.

Also on the Effective Date, the In-Network Settlement Class Members shall be deemed to have, and by operation of this Agreement shall have, fully, finally and forever released,

relinquished and discharged the Released Parties from any and all of the In-Network Released Claims.

For the avoidance of doubt, any Settlement Class Member who is a member of both the FSP Settlement Class and the In-Network Settlement Class shall, on the Effective Date, be bound by the releases applicable to both the FSP Settlement Class and the In-Network Settlement Class, as provided in this Article VII.2.

3. Waiver of Unknown Claims.

On the Effective Date, the FSP Settlement Class Members and In-Network Settlement Class Members shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the FSP Released Claims and the In-Network Released Claims, respectively, expressly waived the benefits of any statutory provisions or common law rule that provides, in substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, the Settlement Class Members waive the provisions of California Civil Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

4. Assumption of Risk.

In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If either Party should later discover that any fact which the Party relied

upon in entering into this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

**ARTICLE VIII - LIMITATIONS ON USE OF SETTLEMENT AGREEMENT**

1. No Admission.

Neither the acceptance by Verizon Wireless of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission with respect to the merits of the claims alleged in this Action, the validity of any claims that could have been asserted by any of the Class Members in the Action, or the liability of Verizon Wireless in the Action. Verizon Wireless specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action.

2. Limitations on Use.

This Agreement shall not be used, offered, or received into evidence in the Action, or in any other action or proceeding, for any purpose other than to enforce, to construe, or to finalize the terms of the Settlement Agreement and/or to obtain the preliminary and final approval by the Court of the terms of the Settlement Agreement.

**ARTICLE IX – MISCELLANEOUS PROVISIONS**

1. Confidentiality Agreement.

The Settlement Administrator will execute a Confidentiality Agreement pertaining to information and documents provided to the Settlement Administrator by Verizon Wireless.

2. Cooperation.

The Parties and their counsel agree to support approval of this Settlement by the Court and to take all reasonable and lawful actions necessary to obtain such approval.



3. No Assignment.

Each Party represents, covenants, and warrants that he or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he or it herein releases.

4. Binding On Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

5. Captions.

Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

6. Class Member Signatures.

It is agreed that, because the Settlement Class Members are so numerous, it is impractical to have each Settlement Class Member execute this Agreement. The Notice will advise all Settlement Class Members of the binding nature of the Releases and of the remainder of this Agreement, and in the absence of a valid and timely Request for Exclusion, such Notice shall have the same force and effect as if each Settlement Class Member executed this Agreement.

7. Construction.

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or his or its counsel, participated in the drafting of this Agreement.



8. Counterparts.

This Agreement and any amendments hereto may be executed in one or more counterparts, and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and both of which counterparts taken together shall constitute but one and the same instrument. A facsimile or PDF signature shall be deemed an original for all purposes.

9. Governing Law.

Construction and interpretation of this Settlement Agreement shall be determined in accordance with the laws of the State of New Jersey, without regard to the choice-of-law principles thereof.

10. Integration Clause.

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Agreement may not be changed, altered or modified, except in a writing signed by the Parties; if any such change, alteration or modification of the Agreement is material, it must also be approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

11. Jurisdiction.

The Court shall retain jurisdiction, after entry of the Final Approval Order, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

12. No Collateral Attack.

This Agreement shall not be subject to collateral attack by any Class Member at any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Class Member's claim was improperly denied, that the payment to a Class Member was improperly calculated, and/or that a Class Member failed to receive timely notice of the Settlement Agreement.

13. Parties' Authority.

The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties to the terms and conditions hereof.

14. Receipt Of Advice Of Counsel.

The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

15. Waiver Of Compliance.

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon compliance with any representation, warranty,

covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16. Terms and Conditions Not Superseded.

Nothing in this Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Verizon Wireless and its customers, or to the services provided by Verizon Wireless and purchased by its customers, except as expressly provided herein with respect to the Released Claims.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates set forth below.

DATED:

DATED:

10/13/2014

\_\_\_\_\_  
RALPH DEMMICK

\_\_\_\_\_  
DONALD BARTH

DATED:

CELLCO PARTNERSHIP d/b/a VERIZON  
WIRELESS

By: \_\_\_\_\_

Its: \_\_\_\_\_

covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

16. Terms and Conditions Not Superseded.

Nothing in this Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Verizon Wireless and its customers, or to the services provided by Verizon Wireless and purchased by its customers, except as expressly provided herein with respect to the Released Claims.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the dates set forth below.

DATED: 10/11/2014

  
RALPH DEMMICK

DATED:

\_\_\_\_\_  
DONALD BARTH

DATED:

CELLCO PARTNERSHIP d/b/a VERIZON  
WIRELESS

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT LIST**

<b>Exhibit Number</b>	<b>Document Title</b>
A	Preliminary Approval Order
B	Final Approval Order
C	Judgment
D	Mail Notice
E	Publication Notice (short-form)
F	Publication Notice (long-form)
G	Terms and Conditions of Calling Unit PINs
H	Internet Notice



# EXHIBIT A

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

RALPH DEMMICK, on behalf of  
himself and all others similarly situated;  
DONALD BARTH, on behalf of  
himself and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP, a Delaware  
General Partnership doing business as  
Verizon Wireless; and DOES 1 through  
10,

Defendant.

Civ. Act. No. 06-2163 (JLL)

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**ORDER RE: PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT**

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WHEREAS, plaintiffs Ralph Demmick and Donald Barth, individually and in their representative capacities (“Plaintiffs” or “Class Representatives”), and Defendant Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless,” and, collectively with Plaintiffs, the “Parties”) have reached a proposed Settlement of the above-captioned Action, which is embodied in the Settlement Agreement filed with the Court; and

WHEREAS, the Parties have applied to the Court for preliminary approval of the proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement;

NOW, THEREFORE, the Court having read and considered the Settlement Agreement and accompanying exhibits and the Motion For Preliminary Settlement Approval, and the Parties to the Settlement Agreement having consented to the entry of this Order, it is hereby ORDERED, ADJUDGED and DECREED THAT:

1. The capitalized terms used in this Order re: Preliminary Approval of Proposed Settlement have the same meaning as defined in the Settlement Agreement.

2. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and adequate to the Settlement Classes, having determined that the

Settlement falls within the range of possible final approval and merits submission to the Settlement Class Members for their consideration.

3. For settlement purposes only, the Court certifies the Settlement Classes, which are defined as follows:

a. “FSP Settlement Class” means all residents of the United States of America as of the date of entry of this Preliminary Approval Order who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan covering two or more persons with different per minute rates for minutes used after the shared plan allowance was exhausted (“after-allowance minutes”), and who were billed under the VISION or I2K billing system and were assessed charges for after-allowance minutes at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis.

b. “In-Network Settlement Class” means all residents of the United States of America as of the date of entry of this Preliminary Approval Order who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan that offered unlimited, free “In-Network” and/or “In-Family” calling, and who were billed under the VISION or I2K billing system and were charged for “In-Network” and/or “In-Family” calling.

4. The Court preliminarily finds that: (a) the numerosity, typicality, commonality, and adequacy requirements of Rule 23(a) of the Federal Rules of Civil Procedure appear to be satisfied for the Class Representatives and the Settlement Classes; (b) in accordance with Federal Rule of Civil Procedure 23(b), common issues of fact and law appear to predominate; and (c) also in accordance with Rule 23(b), certification of the Settlement Classes is superior to any other available methods of adjudication.

5. The Court has previously appointed the law firms of Hellring Lindeman Goldstein & Siegal LLP; Foley Bezek Behle & Curtis, LLP; and Arias Ozzello & Gignac, LLP as Class Counsel. The Court preliminarily finds that the Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members in accordance with Federal Rule of Civil Procedure 23.

6. A Final Approval Hearing shall be held before this Court at \_\_\_ a.m. on \_\_\_\_\_, 2015, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable, and adequate such that the Final Approval Order and Judgment should be entered; (b) whether Class Counsel's Application for an Award of Attorneys' Fees and Expenses ("Fee and Expense Application") should be granted; (c) whether the Class Representatives' Application for Incentive Awards ("Incentive Award Application") should be granted; and (d) whether the



Plan of Allocation and Distribution submitted by Class Counsel should be approved. Consideration of the Fee and Expense Application, Incentive Award Application, and Plan of Allocation and Distribution shall be separate from consideration of whether the proposed Settlement should be approved, and the Court's rulings on each motion or application shall be embodied in separate orders.

7. The Class Representatives shall file their motion for final settlement approval on [date].

8. With the exception of such proceedings as are necessary to implement, effectuate, and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this Action and all Settlement Class Members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims released under the Settlement Agreement, unless the Settlement Class Member timely files a valid Request for Exclusion as defined as the Settlement Agreement.

9. The Court appoints Kurtzman Carson Consultants LLC as the Settlement Administrator in this Action. In accordance with the Parties' Settlement Agreement and the Orders of this Court, the Settlement Administrator shall effectuate the provision of Notice to the Settlement Classes and shall administer the Settlement claims and distribution process.

10. The Court approves, as to form and content, the Mail Notice, the long-form Publication Notice, the short-form Publication Notice, and the Internet Notice, substantially in the forms attached as Exhibits D, E, F, and H to the Settlement Agreement.

a. Within sixty (60) days of the Court's entry of this Preliminary Approval Order, the Settlement Administrator will provide Mail Notice via email to all Settlement Class Members on the Email List that will be prepared by Verizon Wireless and provided to the Settlement Administrator within thirty (30) days of the Court's entry of this Preliminary Approval Order. Two emails will be sent to each Settlement Class Member on the Email List within the sixty-day period following entry of the Preliminary Approval Order. Such notice shall be substantially in the form attached to the Settlement Agreement as Exhibit D.

b. Within sixty (60) days of the Court's entry of this Preliminary Approval Order, the Settlement Administrator will provide Mail Notice via a single postcard to all Settlement Class Members who are on the Physical Address List that will be prepared by Verizon Wireless and provided to the Settlement Administrator within thirty (30) days of the Court's entry of this Preliminary Approval Order. Such notice shall be substantially in the form attached to the Settlement Agreement as Exhibit D.

c. Within sixty (60) days of the Court's entry of this Preliminary Approval Order, the Settlement Administrator shall cause the short-form Publication Notice to be published twice as a half-page in *People*. The short-form Publication Notice shall be substantially in the form attached to the Settlement Agreement as Exhibit E.

d. Within thirty (30) days of the Court's entry of this Preliminary Approval Order, the Settlement Administrator shall cause the long-form Publication Notice to be published on a website created and maintained by the Settlement Administrator. The long-form Publication Notice shall be substantially in the form attached to the Settlement Agreement as Exhibit F.

e. Within sixty (60) days of the Court's entry of this Preliminary Approval Order, the Settlement Administrator shall purchase 91 million unique internet banner notices targeted to adults 18 years of age or older who own a cellular telephone. The banner notices will be purchased through Xaxis Premium Network and the social media site Facebook. Both the Xaxis Premium Network notices and Facebook notices (together, "Internet Notice") will include an embedded link to the case website. The Internet Notice shall be substantially in the form attached to the Settlement Agreement as Exhibit H.

f. Not later than sixty five (65) days following the entry of this Preliminary Approval Order, the Settlement Administrator shall file with the Court declarations attesting to compliance with this paragraph 10.

11. The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

12. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement. Any member of the Settlement Classes who desires to be excluded from the Settlement Classes, and therefore not bound by the terms of the Settlement Agreement, must submit to the Settlement Administrator,



pursuant to the instructions set forth in the Notice, a timely and valid written Request for Exclusion, submitted online or postmarked by [date]. To be valid, a Request for Exclusion must be timely and must include the Settlement Class Member's name, address, and telephone number and the mobile telephone number through which the Settlement Class Member receives or received service from Verizon Wireless. Not later than [date], the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file it with the Court, and Verizon Wireless's Counsel, a report stating the total number of persons that have submitted timely and valid Requests for Exclusion.

13. Any member of the Settlement Classes who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing.

14. Any Settlement Class Member who does not submit a valid and timely Request for Exclusion may object to the Settlement Agreement, Class Counsel's Fee and Expense Application, the Incentive Award Application, or the Plan of Allocation and Distribution. Any Settlement Class Member who wishes to object must file with the Court and serve on all counsel listed in paragraph 16 below, no later than [date], a detailed statement of the specific objections being made and the basis for those objections. In addition to the statement, the objecting



Settlement Class Member must include the objecting Settlement Class Member's name, address, and telephone number and the mobile telephone number through which the objecting Settlement Class Member received or receives Verizon Wireless service. Any objecting Settlement Class Member shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Settlement Class Member's own expense. Any such Settlement Class Member who intends to appear at the Final Approval Hearing either in person or through counsel must file with the Court and serve on all counsel listed in paragraph 16 below, no later than [date], a written notice of intention to appear. Failure to file a notice of intention to appear will result in the Court declining to hear the objecting Settlement Class Member or the Settlement Class Member's counsel at the Final Approval Hearing.

15. Class Counsel shall file a supplemental brief in support of final settlement approval that responds to any objections on [date].

16. Service of all papers on counsel for the Parties shall be made as follows: for Class Counsel, to: Robert A. Curtis, Esq. at Foley Bezek Behle & Curtis, LLP, 15 West Carrillo Street, Santa Barbara, California, 93101; for Verizon Wireless's Counsel, to Henry Weissmann, Esq. at Munger, Tolles & Olson LLP, 355 South Grand Ave., 35th Floor, Los Angeles, California, 90071.

17. Any Settlement Class Member who does not make an objection in the time and manner provided shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and expenses and incentive awards, the Plan of Allocation and Distribution, the Final Approval Order, and the Judgment.

18. In the event that the proposed Settlement is not approved by the Court, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Order and all Orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy. In such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement Agreement.

19. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class Members, be continued by order of the Court.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_  
Honorable Jose L. Linares  
United States District Judge

# **EXHIBIT B**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

RALPH DEMMICK, on behalf of  
himself and all others similarly situated;  
DONALD BARTH, on behalf of  
himself and all others similarly situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP, a Delaware  
General Partnership doing business as  
Verizon Wireless; and DOES 1 through  
10,

Defendant.

Civ. Act. No. 06-2163 (JLL)

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**ORDER RE: FINAL APPROVAL OF PROPOSED SETTLEMENT**

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WHEREAS, plaintiffs Ralph Demmick and Donald Barth, individually and in their representative capacities (“Plaintiffs” or “Class Representatives”), and Defendant Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless,” and, collectively with Plaintiffs, the “Parties”) have reached a proposed Settlement of the above-captioned Action;

WHEREAS, on [date], an Order Re: Preliminary Approval of Proposed Settlement (“Preliminary Approval Order”) was entered by this Court, preliminarily approving the proposed Settlement of this Action pursuant to the terms of the Settlement Agreement and directing that Notice be given to the members of the Settlement Classes;

WHEREAS, pursuant to the Settlement Agreement, the members of the Settlement Classes have been provided with Mail Notice and Publication Notice informing them of the terms of the proposed Settlement and of a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the release of the Released Claims against the Released Parties; and (2) whether Judgment should be entered dismissing the Second Amended Complaint with prejudice; and

WHEREAS, a Final Approval Hearing was held on [date]. Prior to the Final Approval Hearing, proof of completion of Notice was filed with the Court, along with declarations of compliance as prescribed in the Preliminary

Approval Order. Settlement Class Members were adequately notified of their right to appear at the hearing in support of or in opposition to the proposed Settlement, Class Counsel's Application for an Award of Attorneys' Fees and Expenses ("Fee and Expense Application"); the Class Representatives' Application for Incentive Awards ("Incentive Award Application"); and the Plan of Allocation and Distribution;

NOW, THEREFORE, the Court having heard the arguments of Class Counsel, Verizon Wireless's Counsel, and any objectors or their counsel appearing at the Final Approval Hearing, having reviewed all of the submissions presented with respect to the proposed Settlement, and having determined that the Settlement is fair, adequate, and reasonable and in the best interests of the Settlement Class Members, it is hereby ORDERED, ADJUDGED and DECREED THAT:

1. The capitalized terms used in this Final Approval Order have the same meaning as defined in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Classes.
3. For settlement purposes only, the Court finds that: (a) the numerosity, typicality, commonality, and adequacy requirements of Rule 23(a) of the Federal Rules of Civil Procedure are satisfied for the Settlement Classes; (b) in accordance

with Federal Rule of Civil Procedure 23(b), common issues of fact and law predominate; and (c) also in accordance with Rule 23(b), certification of the Settlement Classes is superior to any other available methods of adjudication.

4. The Settlement Classes, which will be bound by this Final Approval Order, include all Settlement Class Members who did not submit a valid Request for Exclusion. The members of the Settlement Classes who submitted valid Requests for Exclusion are listed on Exhibit A hereto.

5. For purposes of the Settlement and this Final Approval Order, the Settlement Classes shall consist of the FSP Settlement Class and In-Network Settlement Class, defined as follows:

a. The “FSP Settlement Class” includes all residents of the United States of America as of the date of entry of the Preliminary Approval Order who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan covering two or more persons with different per minute rates for minutes used after the shared plan allowance was exhausted (“after-allowance minutes”), and who were billed under the VISION or I2K billing system and were assessed charges for after-allowance minutes at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis.

b. The “In-Network Settlement Class” includes all residents of the United States of America as of the date of entry of the Preliminary Approval Order who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan that offered unlimited, free “In-Network” and/or “In-Family” calling, and who were billed under the VISION or I2K billing system and were charged for “In-Network” and/or “In-Family” calling.

6. The Court finds that the plan for Notice set forth in Article V of the Settlement Agreement, detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action and constitutes sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

7. The Settlement, as set forth in the Settlement Agreement, is fair, reasonable, and adequate and is in best interests of the Settlement Classes, and it is approved. The Parties must effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof are deemed incorporated in this Order and have the full force of an order of this Court.



8. Upon the Effective Date, all Settlement Class Members have, by operation of this Order, fully, finally and forever released, relinquished, and discharged all Released Parties from any and all of the Released Claims pursuant to Article VII of the Settlement Agreement.

9. FSP Settlement Class Members, and the successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any FSP Released Claim against any of the Released Parties.

10. In-Network Settlement Class Members, and the successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are permanently barred and enjoined from instituting, commencing or prosecuting, either directly or in any other capacity, any In-Network Released Claim against any of the Released Parties.

11. This Final Approval Order, the Settlement Agreement, the Settlement that it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and must not be construed as, or used as, an admission by or against Released Parties of any fault, wrongdoing, or liability on their part, or of the validity of any Released Claim or of the existence or amount of damages.

12. The court-appointed Settlement Administrator shall make all payments and issue all settlement benefits in the manner and at the times set forth



in the Settlement Agreement and in accordance with the Plan of Allocation and Distribution, except as otherwise provided in the orders separately entered by this Court on the Fee and Expense Application, Incentive Award Application, and Plan of Allocation and Distribution.

13. The above-captioned Action is dismissed in its entirety with prejudice. Except as otherwise provided in the orders separately entered by this Court on the Fee and Expense Application, Incentive Award Application, and Plan of Allocation and Distribution, the parties will bear their own expenses and attorneys' fees.

14. Without affecting the finality of this Order and the accompanying Judgment, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement, including any releases in connection therewith, and any other matters related or ancillary to the foregoing.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Jose L. Linares  
United States District Judge

# EXHIBIT C

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

RALPH DEMMICK, on behalf of  
himself and all others similarly  
situated; DONALD BARTH, on behalf  
of himself and all others similarly  
situated,

Plaintiffs,

v.

CELLCO PARTNERSHIP, a Delaware  
General Partnership doing business as  
Verizon Wireless; and DOES 1 through  
10,

Defendant.

Civ. Act. No. 06-2163 (JLL)

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**FINAL JUDGMENT**

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FINAL JUDGMENT

The Court having entered on [\_\_\_\_\_] , 2015 a Final Approval Order approving the Settlement between Plaintiffs Ralph Demmick and Donald Barth, individually and in their representative capacities, and Defendant Celco Partnership d/b/a Verizon Wireless (“Verizon Wireless,” and, collectively with Plaintiffs, the “Parties”), it is hereby ORDERED, ADJUDGED, and DECREED that:

1. Judgment is hereby entered in this case in accordance with the Court’s [\_\_\_\_\_] , 2015 Final Approval Order as to all claims against Verizon Wireless in this Action.

2. The above-captioned Action is DISMISSED in its entirety with prejudice.

3. The Parties shall take all actions required of them by the Final Approval Order and the Settlement Agreement.

4. Except as otherwise provided in this Order and in the orders awarding attorneys’ fees and expenses to Class Counsel, granting incentive awards to the Class Representatives and approving the Plan of Allocation and Distribution, the parties will bear their own attorneys’ fees, costs and expenses.

5. Without affecting the finality of the judgment hereby entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement, including any

releases in connection therewith, and any other matters related or ancillary to the foregoing.

6. This document constitutes a final judgment pursuant to Federal Rule of Civil Procedure 54 and a separate document for purposes of Federal Rule of Civil Procedure 58(a).

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Jose L. Linares  
United States District Judge



# EXHIBIT D

LEGAL NOTICE

**Verizon Wireless Family  
SharePlan subscribers  
(between May 11, 2002  
and May 10, 2006)  
could get benefits and may  
be affected by a class  
action settlement.**

*A federal court authorized this notice.  
This is not a solicitation from a lawyer.*

**1-800-\_\_\_\_\_  
www.XYZsettlement.com**

*Si usted desea obtener una copia de este  
documento en Español, visite el sitio  
www.[website].com*

**CDK**

*Demnick v. Celco Partnership  
d/b/a Verizon Wireless*

Settlement Administrator  
PO Box XXXXX  
Providence, RI 02940-XXXX

First-Class  
Mail  
US Postage  
Paid  
Permit #

**«Barcode»**

Postal Service: Please do not mark barcode

Claim #: CDK- «ClaimID» - «MailRec»  
«First1» «Last1»  
«co»  
«Addr1» «Addr2»  
«City», «St» «Zip»  
«Country»

A \$64.2 million settlement has been reached with Verizon Wireless in a class action lawsuit claiming it improperly: (1) billed Family SharePlan customers whose plans provided for different per-minute rates for "after-allowance" minutes used by different phone lines; and (2) charged Family SharePlan customers for "In-Network" or "In-Family" calling when these calls should have been free under the customers' plans. Verizon Wireless denies all of the claims in the lawsuit.

**Who's Included?** Verizon Wireless's records show that the addressee (called "you" in this notice) is included in the settlement. The settlement includes all U.S. residents (as of [date]) who, between May 11, 2002 and May 10, 2006, were Verizon Wireless Family SharePlan customers: (1) whose plans covered two or more persons with different per-minute rates for "after-allowance" minutes; and who were assessed charges for after-allowance minutes at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis ("FSP Settlement Class Members"); and (2) whose plans offered free "In-Network" and/or "In-Family" calling; and who were charged for "In-Network" and/or "In-Family" calling ("In-Network Settlement Class Members").

**What Can You Get?** Subject to the Court's approval, FSP Settlement Class Members will receive a bill credit or cash payment from the \$36.7 million cash settlement fund after the costs of administering the settlement, court-approved attorneys' fees and expenses, and payments to the Class Representatives have been deducted. In-Network Settlement Class Members will receive either a bill credit or a cash payment as well as a personal identification number ("PIN") that can be used to make domestic or international calls. Each PIN will contain at least 600 calling units (275 million calling units will be available overall—valued at \$27.5 million). More details about the terms and conditions of the PINs are provided at [www.xyzsettlement.com](http://www.xyzsettlement.com).

**Your Options.** If you do nothing, you will be bound by the settlement and you will release claims. If you don't want to be legally bound by the settlement, you must exclude yourself by **Month 00, 2015**. Unless you exclude yourself, if you won't be able to sue Verizon Wireless and related parties for any claim asserted in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object and ask for permission for you or your lawyer to appear and speak at the hearing. Objections and requests to appear are due by **Month 00, 2015**. More information is available at [www.xyzsettlement.com](http://www.xyzsettlement.com).

The Court will hold a hearing on Month 00, 2015 to consider whether to approve the settlement; attorneys' fees of up to 30% of the \$64.2 million settlement fund; litigation and settlement notice and administration expenses of up to \$2.5 million; \$15,000 payments to the Class Representatives (Ralph Demnick and Donald Barth); and the plan of allocation and distribution for the balance of the settlement fund to Settlement Class Members.

# EXHIBIT E

## Legal Notice

If you subscribed to a Verizon Wireless Family SharePlan between May 11, 2002 and May 10, 2006, you could get benefits and your rights may be affected by a class action settlement.

*Si usted desea obtener una copia de este documento en Español, visite el sitio [www.fwebsite.com](http://www.fwebsite.com).*

A \$64.2 million settlement has been reached with Verizon Wireless in a class action lawsuit alleging that Verizon Wireless: (1) mischarged Family SharePlan customers whose plans provided for different per-minute rates for “after-allowance” minutes used by different phone lines; and (2) mischarged Family SharePlan customers for “In-Network” or “In-Family” calling when these calls should have been free under the customers’ plans. Verizon Wireless denies all of the claims alleged in the lawsuit. The Court has not decided who is right. Instead, the parties have agreed to settle the case.

**Who is included?** The Settlement includes all U.S. residents (as of [date]) who, between May 11, 2002 and May 10, 2006, were Verizon Wireless Family SharePlan customers: (1) whose plans covered two or more persons with different per-minute rates for “after-allowance” minutes, and who were assessed charges for after-allowance minutes at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis (“FSP Settlement Class Members”); and (2) whose plans offered free “In-Network” and/or “In-Family” calling, and who were charged for “In-Network” and/or “In-Family” calling (“In-Network Settlement Class Members”).

**What does the settlement provide?** Subject to the Court’s approval, Verizon Wireless will pay \$36.7 million into a settlement fund for the benefit of all FSP and In-Network Settlement Class Members (together, the “Settlement Class Members”). After deducting the costs of notice and settlement administration, court-approved attorneys’ fees and litigation expenses, and payments to the Class Representatives, the balance of the cash in the settlement fund will be distributed to Settlement Class Members in the form of bill credits or cash payments. Verizon Wireless will also provide In-Network Class Members with personal identification numbers (“PINs”) that can be used to make domestic or international calls. Each PIN will contain at least 600 calling units valued at ten cents per unit (275 million calling units will be available—valued at \$27.5 million). More details about the terms and conditions of the PINs are provided at [www.xyzsettlement.com](http://www.xyzsettlement.com).

**How do you obtain benefits?** If you received a notice by mail or email, you will automatically receive the settlement benefits described in this notice. If you did not receive a notice in the mail or by email and if you believe you are a Settlement Class Member, you must complete and submit a Claim Form by [Month 00, 0000]. You can complete and submit your Claim Form online at [www.fwebsite.com](http://www.fwebsite.com) or obtain one by calling 1-XXX-XXX-XXXX.

**Your options.** If you did not receive a notice by mail or email and if you do nothing: (1) you will be bound by the Settlement; (2) you will release claims against Verizon Wireless and related parties; (3) your interests will be represented by Class Counsel who have been appointed by the Court; and, (4) you will not receive any settlement benefits. If you do not want to be legally bound by the Settlement, then you must exclude yourself by [Month 00, 0000]. Whether or not you received a notice by mail or email, unless you exclude yourself, you will not be able to sue Verizon Wireless and related parties for any claim asserted in the lawsuit or released by the Settlement. If you stay in the Settlement (i.e., you don’t exclude yourself), you may object and you or your lawyer may request to appear and speak at the settlement approval hearing. Objections and requests to appear are due by **Month 00, 2015**.

**The settlement approval hearing.** The U.S. District Court for the District of New Jersey will hold a hearing in this case (*Demmick v. Celco Partnership d/b/a Verizon Wireless*, Case No. 06-2163) on **Month 00, 2015** to consider whether to approve: the Settlement; attorneys’ fees of up to 30% of the \$64.2 million settlement fund; litigation and settlement notice and administration expenses of up to \$2.5 million; \$15,000 payments to the Class Representatives (Ralph Demmick and Donald Barth); and the plan of allocation and distribution for the balance of the settlement fund to Settlement Class Members.

**Want more information?** Go to the website, call 1-XXX-XXX-XXXX, write to the Settlement Administrator at PO Box XXXXX, Providence, RI 02940-XXXX or contact Class Counsel who are listed on the website.



# EXHIBIT F

U.S. DISTRICT COURT, DISTRICT OF NEW JERSEY

## If you subscribed to a Verizon Wireless Family SharePlan between May 11, 2002 and May 10, 2006, you could get benefits and your rights may be affected by a class action settlement

*Haga clic aquí para ver este aviso en español*

- Customers have sued Verizon Wireless claiming that it improperly charged them under certain Family SharePlans.
- You received this notice because Verizon Wireless's records indicate that you are included in this Settlement as a "Settlement Class Member". You are included in the Settlement if you are a member of the "FSP Settlement Class" and/or the "In-Network Settlement Class," defined as follows:
  - The **FSP Settlement Class** includes all residents of the United States of America as of [insert date of entry of Preliminary Approval Order] who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan covering two or more persons with different per minute rates for minutes used after the shared plan allowance was exhausted ("after-allowance minutes"), and who were assessed charges for after-allowance minutes at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis.
  - The **In-Network Settlement Class** includes all residents of the United States of America as of [insert date of entry of Preliminary Approval Order] who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan that offered unlimited, free "In-Network" and/or "In-Family" calling, and who were charged for "In-Network" and/or "In-Family" calling.
- If you are included in this Settlement, then you may qualify for a cash payment or bill credit from the \$36.7 million cash portion of the settlement fund, and/or free calling minutes that can be used for domestic or international calling from any phone.
- **Your legal rights are affected whether you act or don't act. Please read this notice carefully.**

<b>SUBMIT A CLAIM FORM</b> Deadline: Month 00, 2015	If you did not receive a notice in the mail or by email, then you must submit a claim form to qualify for a cash payment, bill credit, or calling minutes. For further information about how to submit a claim form, please refer to Question No. 9 below.
<b>EXCLUDE YOURSELF</b> Deadline: Month 00, 2015	Excluding yourself from the Settlement is the only option that allows you to ever be part of another lawsuit against Verizon Wireless and related parties about the legal claims resolved by this Settlement. If you exclude yourself from this Settlement, then you will not be able to obtain any of the benefits that it provides. For further information about how to exclude yourself, please refer to Question Nos. 13-15 below.
<b>OBJECT</b> Deadline: Month 00, 2015	You can object to the Settlement by writing to the Court about why you do not like the Settlement. For further information about how to object, please refer to Question No. 16 below.
<b>ATTEND THE HEARING</b>	You can ask to speak to the Court about the fairness of the Settlement. For

QUESTIONS? GO TO [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM) OR CALL 1-XXX-XXX-XXXX

U.S. DISTRICT COURT, DISTRICT OF NEW JERSEY

<b>Deadline: Month 00, 2015</b>	further information about how to do this, please refer to Question Nos. 20-22 below.
<b>DO NOTHING</b>	If you do nothing, you will give up your right to ever be part of another lawsuit against Verizon Wireless and related parties about the legal claims resolved by this Settlement. If you are a Settlement Class Member who did not receive a notice in the mail or by email and if you do not submit a claim form, then you will not receive any benefits from this Settlement. For further information, please refer to Question No. 23 below.

- These rights and options are explained further below.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **NOTE:** Until the Court makes a final decision about whether the Settlement should be approved, you cannot file a lawsuit against Verizon Wireless and related parties that relates to the Released Claims described in Question No. 12 below.



U.S. DISTRICT COURT, DISTRICT OF NEW JERSEY

**BASIC INFORMATION**

**1. Why was this notice issued?**

A federal court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options, before the court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

Judge Jose Linares of the United States District Court for the District of New Jersey is overseeing this class action and the Settlement. The case is known as *Demnick et al. v. Cellco Partnership d/b/a Verizon Wireless*, U.S. District Court for the District of New Jersey, Case No. 06-2163. The people who sued are called the Plaintiffs, and the company they sued, Cellco Partnership (doing business as Verizon Wireless), is called the Defendant or Verizon Wireless.

**2. What is this lawsuit about?**

The lawsuit claims that Verizon Wireless improperly billed Family SharePlan customers whose plans provided for different per-minute rates for "after-allowance" minutes used by different phone lines, in violation of customer contracts and state and federal laws. The lawsuit also claims that Verizon Wireless improperly charged Family SharePlan customers for "In-Network" or "In-Family" calling when these calls should have been free under the customers' plans.

**3. What is a class action and who is involved?**

In a class action lawsuit, one or more people called Plaintiffs or Class Representatives (in this case Ralph Demnick and Donald Barth) sue on behalf of other people who have similar claims. The people included in the settlement of this class action are called a "Settlement Class" or "Settlement Class Members". One court resolves the issues for all Settlement Class Members, except for those who choose to exclude themselves from the Settlement Classes.

**4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or Verizon Wireless. Instead, both sides agreed to a Settlement in order to resolve the lawsuit. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

**5. How do I know if I am included in the Settlement?**

If you received a notice in the mail or by email, Verizon Wireless has identified you as a Settlement Class Member. You may be a member of one or both of the Settlement Classes in this lawsuit. You are included in the Settlement if you meet one or both of the following definitions:

- The **FSP Settlement Class** includes all residents of the United States of America as of [insert date of entry of Preliminary Approval Order] who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan covering two or more persons with different per minute rates for minutes used after the shared plan allowance was exhausted ("after-allowance minutes"), and who were billed under the VISION or I2K billing system and were assessed charges for after-allowance minutes at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis. "The rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis" means the charge that can be derived by (i) allocating allowance minutes to each phone at the time such phone makes or receives calls, and (ii) after the point in time during the billing cycle that the shared plan allowance is exhausted, computing the charges for additional minutes by using the after-allowance rate for the primary phone for all calls made or received by the primary phone, and using the after-allowance rate for the secondary phone(s) for all calls made or received by the secondary phone(s).
- The **In-Network Settlement Class** includes all residents of the United States of America as of [insert date of entry of Preliminary Approval Order] who, between May 11, 2002 and May 10, 2006, were Verizon Wireless customers subscribing to a Family SharePlan that offered unlimited, free "In-Network" and/or "In-Family" calling, and who were billed under the VISION or I2K billing system and were charged for "In-Network" and/or "In-Family" calling.



**U.S. DISTRICT COURT, DISTRICT OF NEW JERSEY****THE SETTLEMENT BENEFITS—WHAT YOU CAN RECEIVE****6. What does the Settlement provide?**

Under the Settlement, Verizon Wireless will pay \$36.7 million into a settlement fund. After deducting the costs of notice and settlement administration, court-approved attorneys' fees and expenses, and payments to the Class Representatives, the balance of the cash in the settlement fund will be distributed to Settlement Class Members in the form of bill credits or cash payments. In addition, Verizon will provide In-Network Settlement Class Members with personal identification numbers ("PINs")—valued overall at \$27.5 million—that will contain a total of 275 million calling units. As described in more detail below, PINs can be used to make domestic or international calls. The total settlement fund, including \$36.7 million in cash plus \$27.5 million in PINs, is \$64.2 million.

**7. Tell me more about the \$36.7 million cash portion of the settlement fund.**

Members of the FSP Settlement Class and members of the In-Network Settlement Class are each entitled to receive an equal portion of the \$36.7 million cash portion of the settlement fund that remains after the costs of notice and settlement administration, court-approved attorneys' fees and expenses, and payments to the Class Representatives are deducted. Settlement Class Members who are Verizon Wireless customers at the time the cash is distributed will receive payment in the form of a bill credit. Settlement Class Members who are former Verizon Wireless customers at the time the cash is distributed will receive payment in the form of a check.

**8. Tell me more about the PINs and calling units.**

Members of the In-Network Settlement Class will also be entitled to receive personal identification numbers ("PINs") containing calling units that can be used to make free telephone calls. A total of 275 million calling units will be made available as part of the settlement fund. Based on a ratio of 10 cents per calling unit, the value of the PINs will be \$27.5 million. Each PIN will contain at least 600 calling units. The PINs can be used to make domestic or international telephone calls. One calling unit will be equal to one minute for a domestic call. The number of calling units needed per minute for an international call will depend on the country called. PINs will be available to use for 24 months from the date that they are distributed to Settlement Class Members. PINs are fully transferrable and can be used on any phone, wired or wireless.

**9. How do I get the benefits that the Settlement provides?**

If you received a notice by mail or email and if you do not exclude yourself from the Settlement (see Questions Nos. 13 through 15), then you will automatically receive the Settlement benefits described in this notice. If you did not receive a notice in the mail or by email and if you believe that you are a Settlement Class Member, then you must complete and submit a claim form to receive any benefits under the Settlement. Claim forms are available and may be submitted online at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). Claim forms are also available by calling 1-XXX-XXX-XXXX.

**10. When will I receive my Settlement benefits?**

The Court will hold a hearing on Month XX, 2015 to decide whether to approve the Settlement. Settlement benefits will be distributed if and when the Court grants approval to the Settlement and after any appeals are resolved.

**11. What rights am I giving up to receive Settlement benefits and stay in the Settlement Class(es)?**

Unless you exclude yourself, you will stay in the Settlement Class (or both Settlement Classes). If the Settlement is approved and becomes final, then all of the Court's orders will apply to you and legally bind you. That means you won't be able to sue, continue to sue, or be part of any other lawsuit against Verizon Wireless or related parties for the legal issues and claims resolved by this Settlement. The specific rights you are giving up are called Released Claims (see Question 12).

**12. What are the Released Claims?**

QUESTIONS? GO TO [www.\[WEBSITE\].com](http://www.[WEBSITE].com) OR CALL 1-XXX-XXX-XXXX



## U.S. DISTRICT COURT, DISTRICT OF NEW JERSEY

The "FSP Released Claims" mean that in exchange for the Settlement, all FSP Settlement Class Members will give up any and all actions, causes of action, claims, demands, liabilities, obligations, fees, costs, sanctions, proceedings, and/or rights of any nature and description whatsoever that relate to after-allowance minutes that were billed to customers who subscribed to a Family SharePlan at a rate higher than the rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis. "The rate associated with the phone used to make or receive the calls after the allowance minutes were exhausted, calculated on a real time basis" is explained in Question 5, above. All claims that have been, or could have been, asserted in the litigation will be released. FSP Released Claims include, without limitation, violations of any state or federal statutes, rules or regulations, including but not limited to 47 U.S.C. § 201, or principles of common law, whether liquidated or unliquidated, known or unknown, in law or in equity, whether or not concealed or hidden.

The "In-Network Released Claims" mean that in exchange for the Settlement, all In-Network Settlement Class Members will give up any and all actions, causes of action, claims, demands, liabilities, obligations, fees, costs, sanctions, proceedings, and/or rights of any nature and description whatsoever that relate to "In-Network" and/or "In-Family" calls that were billed to customers who subscribed to a Family SharePlan that offered unlimited, free "In-Network" and/or "In-Family" calling. All claims that have been, or could have been, asserted in the litigation will be released. In-Network Released Claims include, without limitation, violations of any state or federal statutes, rules or regulations, including but not limited to 47 U.S.C. § 201, or principles of common law, whether liquidated or unliquidated, known or unknown, in law or in equity, whether or not concealed or hidden.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Verizon Wireless or related parties about the legal claims in the lawsuit, and if you don't want to receive benefits from this Settlement, then you must take steps to exclude yourself. This is sometimes called opting out of the Settlement.

### 13. How do I exclude myself from the Settlement?

To ask to be excluded, you must send a letter to the Settlement Administrator, **[address to be inserted]**. Your letter must be postmarked by [date] and include your name, address, telephone number, your Verizon Wireless cell phone numbers for your account(s), and your signature. You may also use the "Request for Exclusion" form that is available online at [www.\[website\].com](http://www.[website].com) or that can be obtained by calling xxx-xxxx-xxx. Online submissions are due by [date].

### 14. If I exclude myself, will I still receive a payment, bill credit or calling minutes from the Settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be Settlement Class Member in this Settlement. You can receive a payment, bill credit or calling minutes only if you stay in the Settlement Class.

### 15. If don't exclude myself, can I sue Verizon Wireless in a different lawsuit for the same claims?

No. Unless you exclude yourself, you are giving up the right to sue Verizon Wireless or related parties for the claims that this Settlement resolves. You must exclude yourself from *this* Settlement to start or continue with your own lawsuit or be part of any other lawsuit. If you are a member of either the FSP Settlement Class or the In-Network Settlement Class (or both) and you already have your own lawsuit or arbitration against Verizon Wireless for the claims made in this lawsuit, and want to continue with it, you must exclude yourself from the Settlement.

## OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or any part of it.

### 16. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member, then you can tell the Court that you don't agree with the Settlement or some part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *Demnick v. Cellco Partnership d/b/a Verizon Wireless* U.S. District Court for the District of New Jersey, Case No. 06-2163. Be sure to include your name, address, telephone number, the Verizon Wireless cell phone numbers for your account(s), the reasons why you object to the Settlement, and your signature. Mail your objection to all three addresses below, postmarked no later than **[date]**:

QUESTIONS? GO TO [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM) OR CALL 1-XXX-XXX-XXXX



**U.S. DISTRICT COURT, DISTRICT OF NEW JERSEY**

<b>Court</b>	<b>Class Counsel</b>	<b>Defense Counsel</b>
U.S. District Court District of New Jersey 50 Walnut Street Newark, NJ 07101	Robert A. Curtis, Esq. Foley Bezek Behle & Curtis, LLP 15 West Carrillo Street Santa Barbara, CA 93101	Henry Weissmann, Esq. Munger, Tolles & Olson LLP 355 South Grand Avenue 35th Floor Los Angeles, CA 90071

If you do not file an objection to the settlement that meets these requirements, you may waive your right to appeal the settlement.

**17. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class(es) (do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement Class(es). If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE LAWYERS REPRESENTING YOU****18. Do I have a lawyer in this case?**

Yes. The Court appointed the law firms of Arias Ozzello & Gignac, LLP, Foley Bezek Behle & Curtis, LLP and Hellring Lindeman Goldstein & Siegal LLP to represent you and other Settlement Class Members as "Class Counsel." You will not be charged personally for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. For example, you can hire your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. Class Counsel cannot represent you if you exclude yourself from the Settlement or if you object to the Settlement.

**19. How will the lawyers be paid?**

If the Settlement is approved by the Court, then Class Counsel will ask the Court to award them attorneys' fees and litigation expenses to compensate them for their efforts in achieving the Settlement, as well as incentive awards for the Class Representatives to compensate them for pursuing this case on behalf of all of the Settlement Class Members. If the Court grants their request, then the attorneys' fees and litigation expenses and the incentive awards will be deducted from the cash portion of the settlement fund. Class Counsel has agreed not to seek more than 30% of the \$64.2 million settlement fund for their attorneys' fees and not to seek more than \$2.5 million for costs of notice and settlement administration and litigation expenses. Class Counsel have also agreed not to seek more than \$15,000 for each of the Class Representatives.

**THE COURT'S FAIRNESS HEARING****20. When and where will the Court decide whether to approve the Settlement?**

A hearing will be held on [date], at [time] at the U.S. District Court for the District of New Jersey, located at 50 Walnut St., Newark, NJ 07101. At the hearing, the Court will determine whether the Settlement should be approved as fair, reasonable, and adequate, and whether final judgment should be entered. The Court will also consider Class Counsel's request for attorneys' fees and reimbursement of expenses, and the Class Representatives' incentive awards. The Court will also be asked to approve a plan of allocation and distribution of the benefits available under the Settlement to the Settlement Class Members. All papers that will be filed with the Court in connection with the fairness hearing will be available for review online at [www.\[website\].com](http://www.[website].com).

**21. Do I have to come to the hearing?**

No. Unless you exclude yourself from the Settlement or object to the Settlement, Class Counsel will continue to represent you and will answer any questions the Court may have about the Settlement, although you are welcome to attend the hearing at your own expense. If you file an objection to the Settlement, you may attend the hearing and request to speak to the Court about your objection, but you are not required to do so. As long as you mailed your written objection to all three addresses on time, signed it and provided all of the required information (see Question No. 16), the Court will

**U.S. DISTRICT COURT, DISTRICT OF NEW JERSEY**

consider your objection. You may, if you wish, pay your own lawyer to attend the hearing, but you are not required to do so.

**22. May I speak at the hearing?**

Yes. You may ask the Court to speak at the fairness hearing. To do so, you must file a written request with the Court saying that it is your "Notice of Intent to Appear at the Fairness Hearing in *Demmick v. Cellco Partnership d/b/a Verizon Wireless*" U.S. District Court for the District of New Jersey, Case No. 06-2163. You must include your name, address, phone number, Verizon Wireless cell phone number for your account(s), and signature. If you plan to have your own attorney speak for you at the hearing, then you must also include the name, address and telephone number of the attorney who will appear. Your written request must be mailed to all three addresses provided in Question No. 16 above and must be postmarked by **[Month X, 2015]**.

**IF YOU DO NOTHING**

**23. What happens if I do nothing?**

If you do nothing, you will automatically remain in the lawsuit and remain eligible to receive settlement benefits. If you received a notice by mail or email and if you do not exclude yourself from the Settlement (see Question Nos. 13 through 15 above), then you will automatically receive the Settlement benefits described in this notice. If you did not receive a notice in the mail or by email and if you believe that you are a Settlement Class Member, then you must complete and submit a claim form to receive any benefits under the Settlement. Claim forms are available and may be submitted online at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). Claim forms are also available by calling 1-XXX-XXX-XXXX.

Keep in mind that if you do nothing, then you will not be able to sue, or continue to sue, Verizon Wireless or related parties—as part of any other lawsuit—under state or federal law about any issues within the scope of the releases in the settlement. The releases are described in detail in the response to Question No. 12 above.

**OBTAINING MORE INFORMATION**

**24. How do I obtain more information?**

This notice summarizes the Settlement. More details are in the Stipulation and Settlement Agreement, the Second Amended Complaint and the Court's Preliminary Approval Order – all of which are available at [www.\[WEBSITE\].com](http://www.[WEBSITE].com). You may also contact Class Counsel by sending an email to J. Paul Gignac, Esq., at [j.paul@aogllp.com](mailto:j.paul@aogllp.com), or by writing to: J. Paul Gignac, Esq., Arias Ozzello & Gignac, LLP, 115 S. La Cumbre Lane, Suite 300, Santa Barbara, California 93105.

Please do not contact the Court, Verizon Wireless or the lawyers for Verizon Wireless. They cannot answer your questions.

DATE: [insert]

# EXHIBIT G



**Terms of Service for PINs distributed in connection with the class action settlement of the case entitled *Demmick v. Cellco Partnership d/b/a Verizon Wireless* approved by the U.S. District Court for the District of New Jersey.**

These Terms of Service are for the PINs distributed in connection with the settlement of the case entitled *Demmick v. Cellco Partnership d/b/a Verizon Wireless* approved by the **U.S. District Court for the District of New Jersey**. You can visit the settlement website at [www.\[websitename\].com](http://www.[websitename].com) for more information about the class action and the settlement.

By using a PIN, you accept these Terms of Service as they may be updated from time to time. Any updates will posted on this site.

You may use a PIN to access both U.S. domestic and international long distance telecommunication services provided by IDT America Corp. ("IDT"). Each PIN enables you to enjoy [xxx] calling units to make U.S. domestic or international long distance phones calls. One unit equals one minute of U.S. domestic calling. The number of international minutes available varies by destination. Advertised minutes are based on a single call from the U.S. to a landline in the chosen destination. Advertised units/rates are based on calls from the U.S. to a landline in the chosen destination. International units/rates vary from U.S. domestic units/rates and vary by landline/cellular. Units/rates are subject to change without notice. All calls must be made from the U.S.

The PINs expire two years from the date of the mailing or emailing in which you received your PIN. PINs are not refundable, cannot be recharged and have no cash redemption value.

Completed calls are rounded to the next full minute.

Calls to 700, 900 or 976 numbers, pay phone calls, operator assisted calls, and calls without charges to the caller (such as certain toll-free numbers, third party billed, or collect calls) are not available.

IDT is not responsible for loss, theft or unauthorized use of a PIN. IDT may deny or limit use of a PIN for any lawful reason. IDT and its affiliates make no express or implied representations or warranties about the PINs or their services and disclaim any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose or use or non-infringement. IDT and its affiliates will not be liable for any act or omission of any other company furnishing a portion of the services. With respect to any allegation, claim, or dispute related to use of a PIN, the liability of IDT and its affiliates will be limited to replacing any defective PIN. In no event shall IDT and its affiliates be liable for any costs or damages arising either directly or indirectly from use of a PIN or the telecommunication services. IDT and its affiliates will not be liable for any failure in performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, preemption of existing services in compliance with any law, order, regulation or other action of any governing authority or agency thereof. IDT reserves all rights.

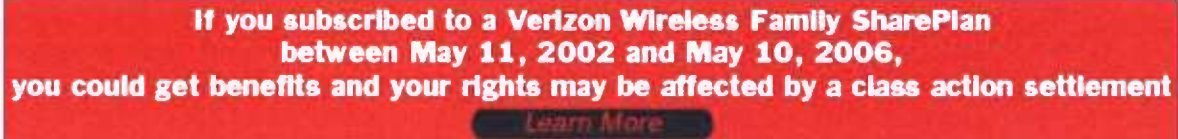


For Customer Service or rate inquiries, dial 1-888-618-0493 and press \*0. This number can be accessed from anywhere in the U.S.

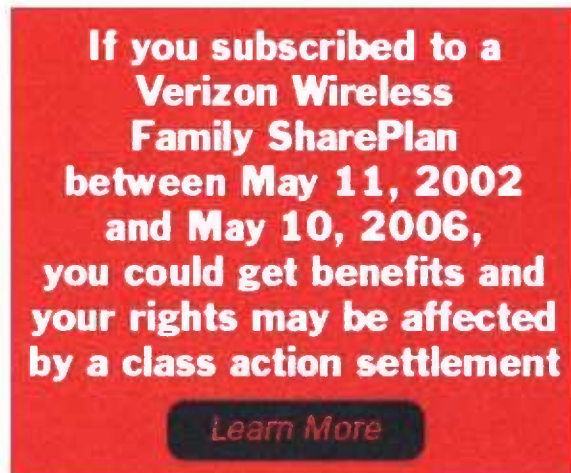
# EXHIBIT H

Internet Notice

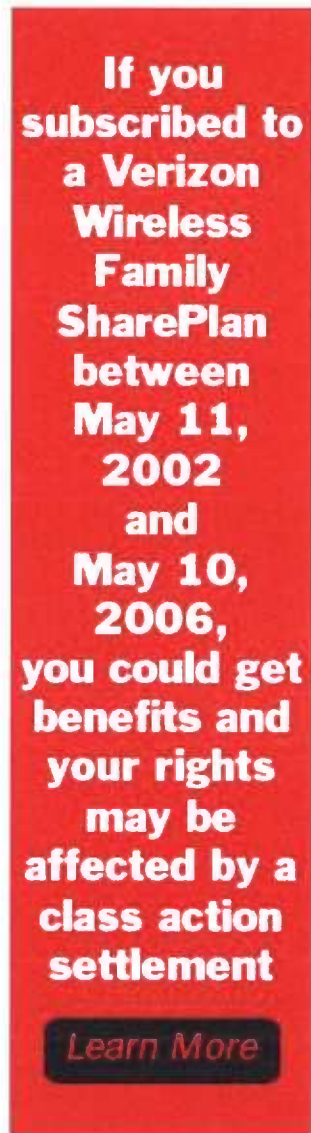
1. Leaderboard—728 x 90 pixel



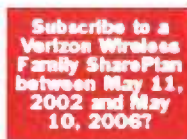
2. Medium Rectangle—300 x 250 pixel



3. Skyscraper—160 x 600 pixel



4. Facebook Text Ad



**Verizon Wireless Lawsuit**

Verizon Wireless Family SharePlan subscriber? This class action settlement may affect you.