

If you bought a cellphone other than an iPhone from AT&T Wireless, Cingular or AT&T Mobility, class action lawsuits may affect your rights.

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

- In two lawsuits, cellphone customers in California have sued AT&T Wireless Services, Inc. and affiliated companies (“AT&T Wireless”), and Cingular Wireless LLC, now known as AT&T Mobility, and affiliated companies (“Cingular”), alleging that AT&T Wireless and Cingular violated California law by locking cellphone handsets to make it difficult for customers to switch cell phone service providers without buying a new handset, and also by failing to disclose that such handsets are locked.
- The Court has allowed the lawsuits to go forward as class actions on behalf of (1) all persons who have or had an AT&T Wireless account with a California area code and a California billing address and who purchased a locked handset from AT&T Wireless from March 12, 1999 through and including October 26, 2004 (the “AT&T Wireless Class”), and (2) all persons who have or had a Cingular account with a California area code and a California billing address and who purchased a locked handset (other than an iPhone) from Cingular from March 12, 1999 through and including December 31, 2009, and all persons who have or had an AT&T Wireless account with a California area code and a California billing address and who purchased a locked handset from AT&T Wireless from October 27, 2004 through and including December 31, 2009 (the “Cingular Class”).
- Both the AT&T Wireless Class and the Cingular Class have two subclasses within them. The AT&T Consumer Subclass consists of all persons who have or had an AT&T Wireless personal account with a California area code and a California billing address who purchased a locked handset from AT&T Wireless from March 12, 1999 through and including October 26, 2004. The AT&T Wireless Arbitration Subclass consists of all members of the AT&T Wireless Consumer Subclass who are or were parties to AT&T Wireless Service Agreements dated January 1, 2001 through and including October 26, 2004. The Cingular Consumer Subclass consists of all persons who have or had a Cingular personal account with a California area code and a California billing address and who purchased a locked handset (other than an iPhone) from Cingular from March 12, 1999 through and including December 31, 2009, and all persons who have or had an AT&T Wireless personal account with a California area code and a California billing address and who purchased a locked handset from AT&T Wireless from October 27, 2004 through and including December 31, 2009. The Cingular Wireless Arbitration Subclass consists of all members of the Cingular Consumer Subclass who are or were parties to Cingular Service Agreements dated January 1, 2001 through

December 31, 2009, or to an AT&T Wireless Service Agreement dated after October 26, 2004. Excluded from the Classes and all Subclasses are any judicial officer presiding over these actions, the members of his/her immediate family, and any juror assigned to these actions.

- The Court has not decided whether the Classes' claims have any merit. There is no money available now, and no guarantee there will be. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN EACH OF THESE LAWSUITS	
DO NOTHING	<p>Stay in the lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But, you give up any rights to sue AT&T Wireless or Cingular separately about the same legal claims in the lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get out of the lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you keep any rights to sue AT&T Wireless or Cingular separately about the same legal claims in this lawsuit.</p>

- Your options are explained in this notice. To ask to be excluded, you must act before March 15, 2010.
- Lawyers for the Class will try to prove the claims against AT&T Wireless and Cingular in this litigation, including at a trial, if necessary. If money or benefits are obtained from AT&T Wireless or Cingular, you will be notified about how to ask for a share.
- **Any questions? Read on, or visit www.attlockinglawsuits.com, or contact class counsel at classcounsel@attlockinglawsuits.com**

BASIC INFORMATION

1. Why did I get this notice?

You may have purchased a cellphone handset from either AT&T Wireless or Cingular, or both, with a California area code and a California billing address between March 12, 1999 and December 31, 2009. This notice explains that the Court has allowed, or "certified," two class action lawsuits that may affect you. You

have legal rights and options that you may exercise before the Court holds trials in these two cases. The trials are to decide whether the claims being made against AT&T and Cingular, on your behalf, are correct. Judge Winifred Y. Smith of the Superior Court of California, County of Alameda, is overseeing these two class actions. The lawsuits are known as *Meoli, et al. v. AT&T Wireless PCS, LLC, et al.*, Case No. RG 03086113, and *Mendoza, et al. v. Cingular Wireless LLC, et al.*, Case No. RG 03114152.

2. What are these lawsuits about?

These lawsuits allege, respectively, that AT&T Wireless and Cingular violated California law by locking cellphone handsets to make it difficult for customers to switch cell phone service providers without buying a new handset, and also by failing to disclose a number of material facts, including that such handsets are locked.

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

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The AT&T Wireless and Cingular customers who sued – and all the Class Members like them – are called the Plaintiffs. The companies they sued (in these two cases, AT&T Wireless and Cingular) are called the Defendants. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Who are the Class Representatives?

The Class Representatives for the case against AT&T Wireless are Porsha Meoli, Sridhar Krishnan, Leslie Armstrong Bernardi, Riley Clark, Steve Kozack, Jennifer Preuss, Betty Jennings, and Joseph Panganiban for the class’s claims of unfair business practices under the California Unfair Competition Law, California Business & Professions Code Sections 17200 *et seq.* (the “UCL”) and Riley Clark, Steve Kozack and Joseph Panganiban for the class’s claims of fraudulent business practices under the UCL and the Subclass’s claims under the California Consumer Legal Remedies Act (“CLRA”) (the “Deception-Based Claims”).

The Class Representatives for the case against Cingular are Astrid Mendoza, Ron Ng, Kistler & Kistler, Richard Yates, Mike Freeland and Jill Bonnington with respect to the class’s claims of unfair business practices under the UCL and Ron Ng, Kistler & Kistler, Richard Yates, Mike Freeland and Jill Bonnington with respect to the class’s Deception-Based Claims.

5. Why are these lawsuits class actions?

The Court decided that these lawsuits can be class actions and move towards a trial because they meet the requirements of California Code of Civil Procedure § 382,

and California Civil Code § 1781, which govern class actions in California state courts.

More information about why the Court is allowing these lawsuits to be class actions is in the Court's [Order Granting Motions for Class Certification in Cingular and AT&T Wireless Handset Cases](#), which is available at www.attlockinglawsuits.com.

THE CLAIMS IN THE LAWSUITS

6. What are the plaintiffs' claims in these lawsuits?

In these lawsuits, the Plaintiffs contend that AT&T Wireless and Cingular secretly locked customers' handsets with software programming locks, sometimes called "SIM locks," to make it impossible or impracticable for customers to modify the programming of their handsets and/or switch cell phone service providers without purchasing a new handset. Plaintiffs allege that by locking handsets in this manner, AT&T Wireless and Cingular violated the UCL and the CLRA, and failed to disclose material information about the locks. You can read the Plaintiffs' Class Action Complaints at www.attlockinglawsuits.com.

7. How do AT&T Wireless and Cingular answer?

Both AT&T Wireless and Cingular deny any wrongdoing and deny the Plaintiffs' allegations. They contend that their customers are not harmed by their handset locks because AT&T Wireless and Cingular told customers when they purchased the phones that they would not work with other service providers. AT&T Wireless and Cingular also assert that some other wireless service providers use different network technologies than they do, so AT&T Wireless and Cingular phones wouldn't work on those networks even if they had not been locked. You can read the AT&T Wireless Defendants' Answer and Affirmative Defenses to Fourth Amended Consolidated Complaint [Handset Locking] and the Cingular Wireless Defendants' Answer and Affirmative Defenses to Fourth Amended Consolidated Complaint [Handset Locking] at www.attlockinglockinglawsuits.com.

8. Has the Court decided who is right?

The Court has not decided whether the Classes' claims are correct. By establishing the Classes and issuing this Notice, the Court is not suggesting that the Classes will win or lose these cases. The Classes must prove their claims in each of these cases, including at trials, if necessary. Before it certified the Classes, the Court ruled that five of the eight Class Representatives for the case against AT&T Wireless did not have an individual Deception-Based Claim, and it ruled that one of the six Class Representatives for the case against Cingular did not have an individual Deception-Based Claim. The Court otherwise found that the claims of the Class Representatives could proceed.

9. What are the Plaintiffs asking for?

The Plaintiffs are asking for, among other things, money damages measured by (a) the difference in value between locked and unlocked phones, based on their allegation that unlocked phones are worth more than locked phones, or (b) the cost to unlock the phone, based on the price charged by independent providers of unlocking services. The Plaintiffs are also asking for an order directing AT&T Wireless and Cingular to provide the unlock code to each Class member so that they can unlock their phones on their own, for an order forbidding AT&T Wireless and Cingular from continuing to secretly lock phones, and/or for other injunctive relief.

10. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether AT&T Wireless or Cingular did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits ever will be obtained. If they are, you will be notified about how to ask for a share.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

11. Am I a Class Member?

Judge Smith decided that all persons who have or had an AT&T Wireless account with a California area code and a California billing address and who purchased a locked handset from AT&T Wireless from March 12, 1999 through and including October 26, 2004 are members of the AT&T Wireless Class, and that all persons who have or had a Cingular account with a California area code and a California billing address and who purchased a locked handset (other than an iPhone) from Cingular from March 12, 1999 through and including December 31, 2009, and all persons who have or had an AT&T Wireless account with a California area code and a California billing address and who purchased a locked handset from AT&T Wireless from October 27, 2004 through and including December 31, 2009 are members of the Cingular Class.

Excluded from the Classes and all Subclasses are any judicial officer presiding over these actions, the members of his/her immediate family, and any juror assigned to these actions.

Judge Smith also specified that all persons who have or had an AT&T Wireless personal account with a California area code and a California billing address who purchased a locked handset from AT&T Wireless from March 12, 1999 through and including October 26, 2004 are members of the AT&T Wireless Consumer Subclass, and that all persons who have or had a Cingular personal account with a California

area code and a California billing address and who purchased a locked handset (other than an iPhone) from Cingular from March 12, 1999 through and including December 31, 2009, and all persons who have or had an AT&T Wireless personal account with a California area code and a California billing address and who purchased a locked handset from AT&T Wireless from October 27, 2004 through and including December 31, 2009 are members of the Cingular Consumer Subclass.

Judge Smith also ordered that all members of the AT&T Wireless Consumer Subclass who are or were parties to AT&T Wireless Service Agreements dated January 1, 2001 through and including October 26, 2004 are members of the AT&T Wireless Arbitration Subclass, and that all members of the Cingular Consumer Subclass who are or were parties to Cingular Service Agreements dated January 1, 2001 through December 31, 2009, or to an AT&T Wireless Service Agreement dated after October 26, 2004 are members of the Cingular Arbitration Subclass.

Excluded from the Classes and all Subclasses are any judicial officer presiding over these actions, the members of his/her immediate family, and any juror assigned to these actions.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

12. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from these lawsuits. By doing nothing you are staying in the Class of which you are a member. If you stay in and the Plaintiffs obtain money or benefits for your Class, as a result of either the trial or a settlement, you will be notified about whether you will need to apply for a share, and if so, how to do so. Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose the trials, you will not be able to sue, or continue to sue, AT&T Wireless or Cingular, respectively – as part of any other lawsuit – about the same legal claims that are the subject of these lawsuits. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes.

13. Why would I ask to be excluded?

If you are a member of the AT&T Wireless Class and you already have your own lawsuit against AT&T Wireless for locking your handset and want to continue with it, or you are a member of the Cingular Class and you already have your own lawsuit against Cingular for locking your handset and want to continue with it, you need to ask to be excluded from the Class of which you are a member. If you exclude yourself from the Class – which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class – you won't get any money or benefits

from that lawsuit even if the Plaintiffs obtain them as a result of the trial or from any settlement (that may or may not be reached) between AT&T Wireless or Cingular and the Plaintiffs. However, you may then be able to sue or continue to sue AT&T Wireless or Cingular for locking a handset that you purchased at any time. If you exclude yourself, you will not be legally bound by the Court's judgments in the class action from which you have opted out.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded from the AT&T Wireless Class, you must send a letter, postmarked by March 15, 2010, to AT&T Wireless Handset Locking Exclusions, P.O. Box 8060, San Rafael, CA 94912-8060, stating that you want to be excluded from the Class in *Meoli, et al. v. AT&T Wireless et al.* To ask to be excluded from the Cingular Class, you must send a letter, postmarked by March 15, 2010, to Cingular Handset Locking Exclusions, P.O. Box 8060, San Rafael, CA 94912-8060, stating that you want to be excluded from the Class in *Mendoza, et al. v. Cingular Wireless et al.* Be sure to include your name, address and telephone number, and sign the letter. This letter must be actually received by the addressee by March 15, 2010.

THE LAWYERS REPRESENTING YOU

15. Do the Class Members have a lawyer in these cases?

The Court appointed the law firms of Bramson, Plutzik, Mahler & Birkhaeuser, LLP, of Walnut Creek, CA, and Law Offices of Scott A. Bursor, of New York, NY, to represent the plaintiffs and all Class Members in both the *Meoli* and *Mendoza* actions. Together the law firms are called "Class Counsel." More information about these law firms, their practices, and their lawyers' experience is available at www.bramsonplutzik.com and www.bursor.com.

16. Should I get my own lawyer?

If you choose to remain in the Class, you do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will be responsible for paying that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class in either *Meoli* or *Mendoza*, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses now. If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class in that case or paid separately by either AT&T Wireless or Cingular, as the case may be.

THE TRIAL

The Court has scheduled trials to decide who is right in both of these cases.

18. How and when will the Court decide who is right?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims in these cases, including at trials if necessary. There is no guarantee that the Plaintiffs will win, or that they will get any money for either the AT&T Wireless Class or the Cingular Class.

19. Do I have to come to the trial?

The Court has not yet decided how any trials are to be conducted. You do not need to attend the trials. Class Counsel will present the case for the Plaintiffs, and AT&T Wireless and Cingular, respectively, will present their defenses. You or your own lawyer are welcome to attend either trial at your own expense. If you are needed, you will be contacted at the appropriate time.

20. Will I get money after the trials?

If the Plaintiffs obtain money or benefits as a result of a trial or a settlement of claims for a class of which you are a member, you will be notified about how to participate. You also may be notified in the event the plaintiffs are unsuccessful. We do not know how long this will take.

GETTING MORE INFORMATION

21. Are more details available?

Visit the website, www.attlockinglawsuits.com, where you will find the Court's 11/25/09 Order Granting Motions for Class Certification in the two cases, the Court's 12/17/09 Order on Definition of Class in Cingular and AWS Handset Cases, the Court's further order regarding class definition dated January 6, 2010, the Plaintiffs' Complaints, the Defendants' Answers and Affirmative Defenses to the Complaints, and contact information for Class Counsel. You may also contact Class Counsel by writing to: *AT&T Wireless/Cingular Locking Class Actions*, P.O. Box 8060, San Rafael, CA 94912-8060. Please do not contact the Court, AT&T Wireless, Cingular or AT&T Mobility regarding this Notice or the lawsuit itself.

DATE: January 6, 2010