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

DEBBIE MILLIRON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

T-MOBILE USA, INC.,

Defendant.

Civil Action No. 08-04149 (JLL) (ES)

**STIPULATION AND AGREEMENT OF
SETTLEMENT**

It is hereby stipulated and agreed by and between the undersigned Parties, subject to the approval of the Court, that the settlement of this Action shall be effectuated pursuant to the terms and conditions set forth in this Settlement Agreement.

ARTICLE I – PREAMBLE

1. WHEREAS Debbie Milliron is the named Plaintiff in the above-captioned action entitled *Debbie Milliron, on behalf of herself and all others similarly situated, Plaintiff, v. T-Mobile USA, Inc., Defendant*, United States District Court for the District of New Jersey, No. 08-04149 (JLL) (ES);
2. WHEREAS T-Mobile is the defendant in the Action and is engaged in the business of providing wireless telephone and data service;
3. WHEREAS Milliron alleges that: (a) T-Mobile assessed, and in some cases collected, a Flat-Rate ETF from its subscribers that Milliron alleges was in violation of various state and federal laws; and (b) certain T-Mobile subscriber contracts contain Flat-Rate ETF provisions that Milliron alleges are unlawful under various state and federal laws;
4. WHEREAS Milliron seeks to recover on behalf of herself and classes of similarly situated persons;
5. WHEREAS T-Mobile is a defendant in other lawsuits that assert claims relating to Flat-Rate ETFs, including *Gatton, et al. v. T-Mobile USA, Inc.*, No. RG03108118 (part of *In re Cellphone Termination Fee Cases*, JCCP 4332) (proposed California class; pending in Alameda County, California Superior Court); *Greene, et al. v. T-Mobile USA, Inc.*, No. C07-1563RSM (proposed nationwide class; pending in the United States District Court for the Western District of Washington); *Greener, et al. v. T-Mobile USA, Inc.*, No. CV-06-452-S-EJL (proposed nationwide class; pending in the United States District Court for the District of

Idaho); *Hellman v. T-Mobile USA, Inc.*, No. 502004CA005061MB (proposed Florida class; pending in the Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida); *Jones v. T-Mobile USA, Inc.*, No. 08CH44359 (individual action; pending in the Circuit Court of Cook County, Illinois, Chancery Division); and *Sweetnam v. T-Mobile USA, Inc.*, No. C06-1463RSM (proposed nationwide class; pending in the United States District Court for the Western District of Washington);

6. WHEREAS other wireless telephone carriers have litigated lawsuits relating to flat-rate early termination fees through full or partial trials resulting in verdicts and/or settlements;

7. WHEREAS no class challenging T-Mobile's Fate-Rate ETF has ever been certified;

8. WHEREAS T-Mobile has furnished to Milliron documents produced in discovery in related actions and has voluntarily provided other information;

9. WHEREAS based on the course of litigation relating to Flat-Rate ETFs generally, through the information provided in this case in particular, and through arms-length negotiations and a mediation conducted under the guidance of the Honorable Douglas K. Wolfson (ret.), the Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions;

10. WHEREAS T-Mobile denies the allegations of the Action and the Related Actions, denies all allegations of wrongdoing and of liability, and denies any causation of damages to the Settlement Classes;

11. WHEREAS T-Mobile nevertheless has concluded that, in light of the costs and disruption of litigation, this Settlement is appropriate on the terms and conditions set forth herein;

12. WHEREAS Milliron believes that the claims asserted in her action are meritorious, denies all allegations of wrongdoing and of liability, and denies any causation of damages to T-Mobile; and

13. WHEREAS Milliron nevertheless has concluded that, in light of the costs and delay of litigation of the matters in dispute, particularly in complex class action proceedings, and in the desire to provide relief to the class and to do so sooner rather than later, this Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes;

NOW THEREFORE, it is hereby stipulated and agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice under the following terms and conditions:

ARTICLE II – DEFINITIONS

As used in this Agreement and the related documents attached hereto as exhibits, the terms set forth below shall have the meanings set forth below. The singular includes the plural and vice versa.

1. “Action” means the civil action entitled *Debbie Milliron, on behalf of herself and all others similarly situated, Plaintiff, v. T-Mobile USA, Inc., Defendant*, United States District Court for the District of New Jersey, No. 08-04149 (JLL) (ES).

2. “Aggregate Fees, Costs, and Expenses” means the aggregate of an award of attorneys’ fees and costs, the costs of settlement notice, the administrative expenses for the settlement, and the incentive award.

3. “Class Counsel” means the law firms of Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein; Seeger & Weiss LLP; and Freed & Weiss LLC.

4. “Class-Related Released Parties” mean all Settlement Class Members and each of their past, present, or future officers, directors, shareholders, owners, employees, representatives, agents, principals, consultants, contractors, insurers, accountants, attorneys, partners, members, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns, and any other Person with which any of them is affiliated or for which any of them is responsible at law, in equity, or otherwise.

5. “Class-Related Releasing Parties” means all Settlement Class Members.

6. “Class Released Claims” means any and all actions, causes of action, claims, demands, liabilities, obligations, damage claims, restitution claims, injunction claims, declaratory relief claims, fees (including attorneys’ fees), costs, sanctions, proceedings and/or rights of any nature and description whatsoever, whether legal or equitable, including, without limitation, violations of any state or federal statutes and laws, rules or regulations, including but not limited to 47 U.S.C. § 201, Ala. Code § 8,19-1 *et seq.* (Alabama); Alaska Stat. § 45.50.471 *et seq.* (Alaska); Ariz. Rev. Stat. Ann. § 44-1521 *et seq.* (Arizona); Ark. Code Ann. § 4-88-101 *et seq.* (Arkansas); Cal. Civ. Code § 1671, Cal. Bus. & Prof. Code § 17200 *et seq.*, Cal. Bus. & Prof. Code § 17500 *et seq.*, Cal. Civ. Code § 1750 *et seq.* (California); Colo. Rev. Stat. § 6-1-105 *et seq.* (Colorado); Conn. Gen. Stat. § 42-110a (Connecticut); Del. Code Ann. Tit. 6, § 2511 *et seq.* (Delaware); D.C. Code Ann. § 28-3901 *et seq.* (District of Columbia); Fla. Stat. Ann. § 501.201 *et seq.* (Florida); Ga. Code Ann. § 10-1-390 *et seq.* (Georgia); Haw. Rev. Stat. § 481A-1 *et seq.* and Haw. Rev. Stat. § 480-1 *et seq.* (Hawaii); Idaho Code § 48-601 *et seq.* (Idaho); Kan. Stat. Ann § 50.623 *et seq.* (Kansas); Ky. Rev. Stat. § 367.11.0 *et seq.*

(Kentucky); La. Rev. Stat. Ann. § 51:1401 *et seq.* (Louisiana); Me. Rev. Stat. Ann. Tit. 5, § 205-A *et seq.* (Maine); Md. Com. Law Code Ann. § 13-101 *et seq.*, Md. Corn. Law Code Ann. § 13-301 *et seq.*, Md. Corn Law Code Ann, § 13-408 *et seq.* (Maryland); Mass Gen. L. ch. 93A (Massachusetts); Mich. Stat. Ann. § 445.901 *et seq.*, Mich. Stat. Ann, § 19.418(1) *et seq.* (Michigan); Minn. Stat. § 325F.68 *et seq.*, Minn. Stat. § 8.31 (Minnesota); Miss. Code Ann. § 75-24-3 *et seq.* (Mississippi); Mo. Rev. Stat. § 407.010 *et seq.* (Missouri); Mont. Code Ann. § 30-14-101 *et seq.* (Montana); Neb. Rev. Stat. § 59-1601 *et seq.* (Nebraska); Nev. Rev. Stat. § 41.600 and Nev. Rev. Stat. § 598.0903 *et seq.* (Nevada); N.H. Rev. Stat. Ann. § 358:1 *et seq.* (New Hampshire); N.J. Rev. Stat. § 56:8-1 *et seq.*, N.J. Rev. Stat. § 56:12-1 *et seq.* (New Jersey); N.M. Stat. Ann. § 57-1.2-1 *et seq.* (New Mexico); N.Y. Gen. Bus. Law. § 349 *et seq.* (New York); N.C. Gen. Stat. § 75-1 *et seq.* (North Carolina); N. D. Cent. Code § 51-15-01 *et seq.* (North Dakota); Ohio Rev. Code Ann. § 1345.01 *et seq.* (Ohio); Okla. Stat. Tit. 15, § 751 *et seq.* (Oklahoma); Ore. Rev. Stat. § 646.605 *et seq.* (Oregon); Penn. Stat. § 201-1 *et seq.* (Pennsylvania); Laws of P. R. Ann. Tit. 10, § 259 *et seq.* (Puerto Rico); R.I. Gen. Laws § 6-13.1:1 *et seq.* (Rhode Island); S.C. Code Ann. 39-5-10 *et seq.* (South Carolina); S.D. Codified Laws Ann. 37-24.1 *et seq.* (South Dakota); Tenn. Code Ann. § 47-18-101 *et seq.* (Tennessee); Tex. Bus. & Comm. Code Ann. § 17.41 *et seq.* (Texas); Vt. Stat. Ann. Tit. 9, § 2451 *et seq.* (Vermont); Va. Code Ann. § 59.1-196 *et seq.* (Virginia); Wash. Rev. Code § 19.86.010 *et seq.* (Washington); W.Va. Code § 46A-6-101 *et seq.* (West Virginia); and Wyo. Stat. § 40;12-101 *et seq.* (Wyoming), or principles of common law, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, claims, and/or theories raised in or that could have been raised in any action challenging the validity and/or

legality of the Flat-Rate ETF or the propriety of its assessment or collection, including in the Action or the Related Actions. Notwithstanding the foregoing, in the event that T-Mobile institutes a lawsuit or arbitral proceeding to recover unpaid Flat-Rate ETFs from any Class-Related Releasing Party, nothing in this Settlement Agreement or any Judgment entered pursuant hereto shall be construed to preclude any such Class-Related Releasing Party from asserting, on an individual basis only, any defenses, provided, however, that this sentence shall not affect or apply to actions taken to collect unpaid ETFs that do not involve the institution by T-Mobile of a lawsuit or arbitral proceeding. The term "Class Released Claims" includes the ETF-Related Claims. Nothing herein shall be construed to permit any Class Related Releasing Party from asserting any affirmative claim relating to the Flat-Rate ETF, including any Class Released Claim, against T-Mobile.

7. "Class Representative" means Milliron.

8. "Common Fund" means a fund in the amount of eleven million, five hundred thousand dollars (\$11,500,000) deposited by T-Mobile into an escrow account for the benefit of the Settlement Classes. The Aggregate Fees, Costs, and Expenses shall be paid from the Common Fund. The Common Fund represents the absolute, capped amount of T-Mobile's cash obligation for the entire settlement, except as expressly set forth in Article IV.1.b.

9. "Complaint" means the Class Action Complaint filed in the Action on or about August 20, 2008.

10. "Court" means the United States District Court for the District of New Jersey.

11. "Effective Date" means the first date by which all of the following events shall have occurred: (a) the Court has entered the Preliminary Approval Order; (b) the Court has

entered the Final Approval Order and Judgment; and (c) the Final Approval Order and Judgment has become Final.

12. "Escrow Account" means the escrow account established pursuant to the Escrow Agreement, with an escrow agent to be selected by the Parties.

13. "Escrow Agreement" means the escrow agreement to be entered into among the Parties, substantially in the form of Exhibit G attached hereto.

14. "ETF Assessed Class" means all persons in the United States who were parties to a contract for a wireless telephone personal account and were billed a Flat-Rate ETF by T-Mobile and/or its legacy companies from July 23, 1999 until the date that the court preliminarily approves the settlement. The ETF Assessed Class includes such persons whether or not they paid any portion of the ETF, whether to T-Mobile, any outside collection agency, or other third party to whom T-Mobile has assigned the rights to the ETF.

15. "ETF Payer Class Member List" means a list of T-Mobile account holders that T-Mobile's records indicate are members of the ETF Assessed Class who paid in full a Flat-Rate ETF on or after January 1, 2006. T-Mobile shall compile this list based upon T-Mobile's records and the list shall be provided to the Settlement Administrator. The Settlement Administrator shall take such reasonable measures to eliminate duplicative entries as may be possible at reasonable expense, with the objective of ensuring to the extent practicable that any Person who is included on the ETF Payer Class Member List receives not more than one Mail Notice even if such Person (or the account(s) for which such person was responsible) paid in full more than one ETF.

16. "ETF Counsel" means any counsel other than Class Counsel that is prosecuting ETF-Related Claims against T-Mobile in any jurisdiction.

17. "ETF-Related Claims" means any and all actions, causes of action, claims, demands, liabilities, obligations, damage claims, restitution claims, injunction claims, declaratory relief claims, fees (including attorneys' fees), costs, sanctions, proceedings and/or rights of any nature and description whatsoever, whether legal or equitable, that in any way challenge or relate to the validity, legality, or propriety of Flat-Rate Early Termination Fees including as they relate to fixed-term subscriber agreements or extension or renewal of fixed-term subscriber agreements for T-Mobile wireless services and/or relate to or arise out of T-Mobile's policies, procedures, use or implementation relating to the utilization of and propriety of Flat-Rate Early Termination Fees in fixed-term subscriber agreements and utilization of and propriety of fixed-term subscriber agreements of any duration entered into between July 1, 1999 and June 27, 2008, including claims that the incorporation, policy, practices, disclosure, use, nature, structure, charging of, and/or amount of Flat-Rate Early Termination Fees in T-Mobile's fixed-term subscriber agreements or the use incorporation, policy, practices, renewal practices, disclosures, nature, and structure of T-Mobile's fixed-term subscriber agreements (1) are unlawful, unfair, deceptive, materially inaccurate, misleading, fraudulent or unreasonable; (2) directly or indirectly caused subscribers to pay money not owed, including any fee or charge no matter how titled or characterized by T-Mobile; (3) directly or indirectly caused subscribers to pay more than they would have paid if T-Mobile did not utilize Flat-Rate Early Termination Fees and/or the subscribers were not subject to Flat-Rate Early Termination Fee provisions or fixed-term subscriber agreements; (4) directly or indirectly caused subscribers to take any action or refrain from any taking any action with respect to their fixed-term subscriber agreement, including extension of their fixed-term subscriber agreement, cancellation of their fixed-term subscriber agreement, continuation of their fixed-term

subscriber agreement, or the payment of any fee or charge pursuant to their fixed-term subscriber agreement (no matter how titled or characterized by T-Mobile), the full or partial amount of which they would not otherwise have paid; (5) arising from or relating to the adequacy of T-Mobile's disclosure of Flat-Rate Early Termination Fees and fixed-term subscriber agreements to customers either prior to execution of or entering into a fixed-term agreement or subsequently; or (6) arising from or relating to any decision by T-Mobile to impose, collect, waive, not waive, or partially waive a Flat-Rate Early Termination Fee, regardless of the basis for the customer's claim that the fee should or should not be imposed, collected, waived, not waived, or partially waived under their circumstances including but not limited to circumstances relating to service quality, coverage, error of any kind, porting of telephone number, address changes, telephone number changes, MSISDN swaps, complaint investigation, initial return period, charges by third-parties, independent dealers or affiliates, pro-rating or non-pro-rating of the Flat-Rate Early Termination Fee, material or adverse change in contract terms and conditions, pricing or services from T-Mobile, contract extensions, assent, rejection and acceptance, inclusion of other contract terms whether enforceable or unenforceable, or any other circumstance of any kind or nature that the customer now or in the future may claim affects, did affect, or should affect T-Mobile's decision to impose, collect, waive, not waive, or partially waive an Early Termination Fee.

18. "Fee and Cost Application" means that written motion or application by which Milliron and/or Class Counsel requests that the Court award reasonable attorneys' fees, costs or incentive awards relating to this Action or the Related Actions, or to any other action in which ETF-Related Claims have been raised.

19. “Final” means that the Final Approval Order and Judgment 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, (b) if such an appeal has been filed, it has finally been resolved and has resulted in an affirmation of the Final Approval Order and Judgment, 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 no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s). Neither the pendency of the Fee and Cost Application, nor any appeal pertaining solely to a decision on the Fee and Cost Application, shall in any way delay or preclude the Final Approval Order and Judgment from becoming Final.

20. “Final Approval Hearing” means the hearing scheduled to take place at least one hundred and twenty (120) days after the date of entry of the Preliminary Approval Order at which the Court shall: (a) determine whether to grant final approval to this Settlement Agreement and to certify the Settlement Classes; (b) consider any timely objections to this Settlement and all responses thereto; and (c) rule on the Fee and Cost Application.

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

22. “Flat-Rate ETF” or “Flat-Rate Early Termination Fee” means a T-Mobile early termination fee based on a contract provision that is structured such that the amount of the fee for early termination remains constant for the duration of the contract.

23. "Invoice Notice" means notice of the fact of the settlement, substantially in the form of Exhibit F attached hereto, that will be sent with monthly customer statements to certain T-Mobile subscribers or by direct mail from the Settlement Administrator.

24. "Mail Notice" means notice by postcard, substantially in the form of Exhibit C attached hereto, to be mailed to those Persons identified on the ETF Payer Class Member List.

25. "Milliron" means the named Plaintiff in the Action, Debbie Milliron.

26. "Non-Cash Compensation" means not more than two million dollars (\$2,000,000) (face, retail value) in non-cash compensation provided by T-Mobile for the benefit of the Subscriber Class in the form of bonus minutes, bonus text messages, and "T-Mobile HotSpot" access.

27. "Notice" means Mail Notice, Invoice Notice, and Publication Notice.

28. "Parties" means Milliron and T-Mobile.

29. "Person" means any natural person, firm, corporation, unincorporated association, partnership, or other form of legal entity or government body, including its agents and representatives.

30. "Plan of Allocation of Settlement Proceeds" means the plan proposed by Class Counsel for the distribution of the Common Fund and Non-Cash Compensation.

31. "Preliminary Approval Order" means the order, substantially in the form of Exhibit A attached hereto, in which the Court, among other things, grants its preliminary approval to this Settlement Agreement and preliminarily certifies the Settlement Classes, authorizes dissemination of Notice to the Settlement Classes, and appoints the Settlement Administrator.

32. "Proration Benefit" means the election by members of the Subscriber Class to convert from a Flat-Rate ETF to a Prorated ETF.

33. "Prorated ETF" means the early termination fee that T-Mobile instituted for new subscriber contracts beginning on June 28, 2008 and which provides: "EXCEPT FOR MONTH-TO-MONTH CUSTOMERS, AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE THE END OF YOUR TERM, OR IF WE TERMINATE IT EARLY. THE EARLY TERMINATION FEE IS: \$200 IF YOU TERMINATE WITH MORE THAN 180 DAYS REMAINING ON YOUR TERM; \$100 IF YOU TERMINATE WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; \$50 IF YOU TERMINATE WITH 31 TO 91 DAYS REMAINING ON YOUR TERM; AND THE LESSER OF \$50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF YOU TERMINATE IN THE LAST 30 DAYS OF YOUR TERM. The Early Termination Fee is part of our rates and is not a penalty. The Early Termination Fee applies only to the extent permitted by law. Unless you request otherwise, your termination will be effective at the end of your current billing cycle. You will remain responsible for all fees and charges for your Service and usage through termination. If you bought your wireless Device from an independent T-Mobile dealer or other third-party vendor, they may charge a separate termination fee."

34. "Publication Notice" means the long-form and short-form notices, substantially in the form of Exhibits D and E attached hereto. The long-form Publication Notice will be published on the settlement website and the short-form Publication Notice will be published in national newspapers, periodicals and/or other related print media as set forth in the Preliminary Approval Order.

35. "Related Actions" means the following lawsuits, actions, and/or formal or informal claims for relief: *Gatton, et al. v. T-Mobile USA, Inc.*, No. RG03108118 (part of *In re Cellphone Termination Fee Cases*, JCCP 4332) (proposed California class; pending in Alameda County, California Superior Court); *Greene, et al. v. T-Mobile USA, Inc.*, No. C07-1563RSM (proposed nationwide class; pending in the United States District Court for the Western District of Washington); *Greener, et al. v. T-Mobile USA, Inc.*, No. CV-06-452-S-EJL (proposed nationwide class; pending in the United States District Court for the District of Idaho); *Hellman v. T-Mobile USA, Inc.*, No. 502004CA005061MB (proposed Florida class; pending in the Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida); *Jones v. T-Mobile USA, Inc.*, No. 08CH44359 (individual action; pending in the Circuit Court of Cook County, Illinois, Chancery Division); and *Sweetnam v. T-Mobile USA, Inc.*, No. C06-1463RSM (proposed nationwide class; pending in the United States District Court for the Western District of Washington).

36. "Request for Exclusion" means a valid request for exclusion from a member of the Settlement Classes. To be valid, a request for exclusion must (a) be submitted by the member of the Settlement Classes; (b) be submitted to the Settlement Administrator and postmarked by a date not later than twenty-one (21) days before the Final Approval Hearing; (c) contain the submitter's name, address, T-Mobile wireless number, and current telephone number; and (d) otherwise comply with the instructions set forth in the Notice.

37. "Second Amended Complaint" means the Second Amended Complaint to be filed in this Action by Class Counsel within seven (7) days of the Court's entry of the Preliminary Approval Order.

38. "Settlement Administrator" means Rust Consulting, Inc.

39. "Settlement Agreement," "Settlement," or "Agreement" means this Stipulation and Agreement of Settlement, including the attached exhibits.

40. "Settlement Classes" means the ETF Assessed Class and the Subscriber Class, collectively.

41. "Settlement Class Member" means any Person within the Settlement Classes that does not submit a timely and valid Request for Exclusion.

42. "Subscriber Class" means all persons in the United States who were or are parties to a contract for a wireless telephone personal account with T-Mobile that included or includes a provision for a Flat-Rate ETF from July 23, 1999 until the date that the court preliminarily approves the settlement, and who have not paid or been billed a Flat-Rate ETF.

43. "Suncom Settlement Class" means all persons who are members of the settlement classes in *Edwards v. Suncom*, Case No. 02-CP-26-3539 (Horry County C.P., 15th Jud. Cir., S.C.) that released claims challenging Suncom's ETF provision.

44. "T-Mobile" means T-Mobile USA, Inc.

45. "T-Mobile-Related Released Parties" means (a) T-Mobile; (b) T-Mobile's counsel; (c) T-Mobile's past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; (d) T-Mobile's successors and predecessors and their past, present, and future direct and indirect owners, parents, subsidiaries, and other corporate affiliates; and (d) for each of the foregoing Persons, 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.

46. "T-Mobile's Counsel" means Lowenstein Sandler PC and Davis Polk & Wardwell.

ARTICLE III – SETTLEMENT CLASS RELIEF

In consideration of a full, complete, and final settlement of the Action, dismissal of the Action with prejudice and the Releases in Article X below, and subject to the Court's approval, the Parties agree to the following relief:

1. Common Fund

Within ten (10) days of the date of entry of the Preliminary Approval Order, T-Mobile shall deposit two million, five hundred thousand dollars (\$2,500,000) into the Escrow Account for the benefit of the Settlement Classes and Class Counsel, thereby establishing the Common Fund. Within ninety (90) days of entry of the Preliminary Approval Order, T-Mobile shall deposit an additional four million, five hundred thousand dollars (\$4,500,000) into the Escrow Account. Within ten (10) days of the date of entry of the Final Approval Order and Judgment, T-Mobile shall deposit an additional four million, five hundred thousand dollars (\$4,500,000) into the Escrow Account, thereby fully funding the Common Fund. Any interest generated from the Common Fund shall remain in the Common Fund to be distributed consistent with the terms of this Agreement. In no event shall T-Mobile's monetary liability under this Settlement Agreement exceed the amount of the Common Fund, except as expressly provided in Article IV.1.b.

2. Distribution of the Common Fund

The Aggregate Fees, Costs, and Expenses shall be paid from the Common Fund consistent with the provisions of Article VI of this Agreement. The remainder of the Common Fund shall be distributed pursuant to a Plan of Allocation to be adopted by the Court separately

from the approval of the Settlement. Any distribution to the Settlement Classes shall commence only after the Effective Date.

3. Non-Cash Compensation

T-Mobile shall provide no more than two million dollars (\$2,000,000) (face, retail value) in non-cash compensation for the benefit of qualified members of the Subscriber Class. Such compensation shall take the form of either (i) fifty (50) bonus minutes each month for three (3) months, (ii) one hundred (100) bonus text messages each month for three (3) months, or (iii) "T-Mobile HotSpot" access for seven (7) days. The actual amount of each benefit will be determined by the total claims received as described in the Proposed Plan of Allocation. Distribution to the Subscriber Class of the Non-Cash Compensation shall commence only after the Effective Date and shall also be made pursuant to the Proposed Plan of Allocation. In no event shall T-Mobile be liable to provide Non-Cash Compensation whose face, retail value exceeds two million dollars (\$2,000,000) under this Settlement Agreement.

4. Proration Benefit.

In lieu of claims they would otherwise have for Non-Cash Compensation, qualified Subscriber Class Members may elect to submit a claim to convert their Flat-Rate ETF to the Prorated ETF. Modification of the contracts of Settlement Class Members who select the Proration Benefit shall commence only after the Effective Date and shall be done pursuant to the Proposed Plan of Allocation.

5. Prospective Relief.

As part of the Settlement Agreement, T-Mobile agrees to refrain from entering into new customer service agreements with consumers that contain a Flat-Rate ETF provision. This agreement shall be effective on the date that it is signed, and shall expire not more than 2 years

later, or following the entry of any order rejecting the Settlement Agreement, at the election of T-Mobile.

As part of the Settlement Agreement, Milliron agrees to refrain from using any T-Mobile products or services in the future.

6. Disposition of Unclaimed Benefits.

Any amounts remaining in the Settlement Fund after distribution has been made to Authorized Claimants and all expenses have been paid shall be conveyed to City Year, Inc. and/or one or more other charitable organizations jointly proposed by plaintiff and T-Mobile and approved by the Court. If the face, retail value of the aggregate Total Allowed Claims of all Authorized Claimants for non-cash benefits is less than two million dollars (\$2,000,000), "T-Mobile Hotspot" access will be conveyed to the same charitable organization(s), such that the total face, retail value of the non-cash benefits distributed to Authorized Claimants and the charitable organization(s) is two million dollars (\$2,000,000).

ARTICLE IV – NOTICE AND REQUESTS FOR EXCLUSION

1. Mail Notice.

a. Within ninety (90) days of the Court's entry of the Preliminary Approval Order, the Settlement Administrator shall mail the Mail Notice to the last known address of those Persons identified on the ETF Payer Class Member List. The Mail Notice shall be substantially in the same form as Exhibit C.

b. In the event that the number of postcards to be sent to the ETF Payer Class Member List exceeds two million (2,000,000), the Parties shall meet and confer in good faith to discuss an appropriate adjustment to the Mail Notice. Absent agreement of the Parties and approval of the Court, the costs of Mail Notice in excess of costs associated with mailing two

million (2,000,000) postcards shall be borne by T-Mobile and shall not be deducted from the Common Fund.

2. Last Known Addresses.

Before mailing the Mail Notice as provided above, the Settlement Administrator will use the National Change of Address Databank maintained by the United States Postal Service to update the addresses reflected in T-Mobile's records of those Persons who appear on the ETF Payer Class Member List. There shall be no obligation on the part of the Parties or the Settlement Administrator to attempt to provide further notice to those Persons on the ETF Payer Class Member List.

3. Invoice Notice.

T-Mobile shall, in connection with mailing monthly customer statements, inform customers who are currently party to a contract with T-Mobile that permits the assessment of a Flat-Rate Early Termination Fee of the fact of the settlement, in a form substantially similar to Exhibit F attached hereto. In the event such customers have opted out of receiving paper customer statements, T-Mobile shall furnish a list of those customers to the Settlement Administrator, who shall mail the notice directly to the last known address of those customers.

4. Publication Notice.

The short form of the Publication Notice to the Settlement Classes shall be provided in the form approved by the Court in the Preliminary Approval Order, in those newspapers, periodicals, and/or other related print media as set forth in the Preliminary Approval Order. The short-form Publication Notice shall be substantially in the form of Exhibit E attached hereto. The short-form Publication Notice shall be published promptly after entry of the Preliminary Approval Order on dates to be agreed upon by the Parties so as to provide the best practicable

notice to the Settlement Classes. The Parties and the Settlement Administrator shall use best efforts to cause the short-form Publication Notice to commence within sixty (60) days, and to conclude within seventy-four (74) days, after the date of entry of the Preliminary Approval Order. The publication of the short-form Publication Notice shall be administered by the Settlement Administrator. The cost of publishing the short-form Publication Notice shall be paid for from the Common Fund.

5. Notice by Internet Posting.

The long form of the Publication Notice to the Settlement Classes shall be provided in the form approved by the Court in the Preliminary Approval Order, and shall be posted on the Internet at a website established by the Settlement Administrator with the following URL: www.etf-settlement.com. The long-form Publication Notice shall be substantially in the form of Exhibit D attached hereto. The long-form Publication Notice shall be posted on the website on the first date on which the short form of the Publication Notice is published under this Settlement Agreement. The costs of establishing and maintaining the website on which the long-form Publication Notice is posted shall be paid for from the Common Fund.

6. Declarations of Compliance.

The Settlement Administrator shall prepare a declaration attesting to compliance with the mailing, address updating, and publication requirements set forth above. Such declaration shall be provided to Class Counsel and T-Mobile's Counsel and filed with the Court no later than ten (10) days prior to the Final Approval Hearing. T-Mobile shall prepare a declaration attesting to compliance with the invoice notice requirements set forth above. Such declaration shall be provided to Class Counsel and filed with the Court no later than ten (10) days prior to the Final Approval Hearing.

7. 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 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 shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

8. Report On Requests For Exclusion.

Not later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file it with the Court, and T-Mobile's Counsel, a report stating the total number of Persons who have submitted timely and valid Requests for Exclusion from the Settlement Classes, and the names of such Persons. Such Persons will not be entitled to receive any relief under this Settlement Agreement or to object to the settlement.

9. Inquiries From Settlement 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. T-Mobile and T-Mobile's counsel may respond, but are not required to respond, to such inquiries.

ARTICLE V – COURT APPROVAL OF SETTLEMENT

1. Preliminary Approval.

As soon as practicable after the execution of this Settlement Agreement, Class Counsel and T-Mobile's Counsel shall jointly apply for entry of the Preliminary Approval Order, substantially in the form of Exhibit A attached hereto. The Preliminary Approval Order shall include provisions: (a) preliminarily certifying the Settlement Classes for settlement purposes

only; (b) preliminarily approving this Settlement and finding this Settlement sufficiently fair, reasonable and adequate to allow Notice to be disseminated to the Settlement Classes; (c) approving the form, content, and manner of the Notice; (d) setting a schedule for proceedings with respect to final approval of this Settlement; (e) providing that, pending entry of a Final Approval Order and Judgment, no Settlement Class Member (either directly, in a representative capacity, or in any other capacity) or their counsel shall commence or prosecute any action against T-Mobile or other T-Mobile-Related Released Parties asserting any of the Class Released Claims; and (f) staying the Action, other than such proceedings as are related to this Settlement.

2. Objections To Settlement.

Any Settlement Class Member wishing to object to or to oppose the approval of this Settlement and/or the Fee and Cost Application shall file a written objection (with a statement of reasons) with the Court and serve it on the Parties at least twenty-one (21) days before the date of the Final Approval Hearing. Any Settlement Class Member that fails to do so shall be foreclosed from making such objection or opposition. Milliron will file with the Court her brief in support of final settlement approval, in support of final certification of the Settlement Classes, and in response to any objections at least seven (7) days before the date of the Final Approval Hearing. Any Settlement Class Member that fails to file a timely written objection and to appear at the final approval hearing shall have no right to file an appeal relating to the approval of this Settlement.

3. 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: (a) determine whether to grant final approval to this Settlement Agreement and to certify the

Settlement Classes; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on the Fee and Cost Application; (d) rule on any applications for incentive awards; and (e) determine whether or not to adopt the Plan of Allocation. At the Final Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Settlement Agreement, then the Parties shall ask the Court to enter a Final Approval Order and Judgment, substantially to the form of Exhibit B attached hereto, which approves this Settlement, certifies the Settlement Classes, authorizes entry of a final judgment, and dismisses the Action with prejudice.

4. 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 grants approval through a form of order that is not substantially similar (except as to any provision relating to Aggregate Fees, Costs and Expenses) to the forms of Exhibits A and B attached hereto) or (ii) the Final Approval Order and Judgment does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declining 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 thirty (30) days of the occurrence of the condition permitting termination. Such written notice shall be provided by hand delivery or mail to the Parties' counsel.

b. T-Mobile shall have the right to terminate this Settlement Agreement if, prior to the date of the Final Approval Order and Judgment, the total number of Persons who have submitted timely and valid Requests for Exclusion from either of the Settlement Classes

constitutes greater than five percent (5%) of one or both of those Settlement Classes. If T-Mobile elects to terminate this Agreement under this paragraph, T-Mobile must provide written notice to the other Parties' counsel on or before the date of the Final Approval Order and Judgment. Such written notice shall be provided by hand delivery or mail to the Parties' counsel.

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; and (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, 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, except that the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement.

ARTICLE VI – ADMINISTRATIVE EXPENSES, ATTORNEYS' FEES, AND COSTS

1. Costs of Notice.

All costs of providing the Notice as provided herein, including the costs of identifying members of the Settlement Classes and the costs of printing, mailing and/or publishing the Notice, shall be paid for out of the Common Fund, subject to the terms hereof. Notwithstanding the foregoing, T-Mobile shall bear its own costs incurred in identifying and compiling the ETF Payer Class Member List and providing the Invoice Notice. In the event that this Settlement Agreement is terminated pursuant to its terms, T-Mobile shall bear any costs of providing notice already incurred.

2. Costs of Administering Settlement.

All costs of administering this Settlement, including all fees of the Settlement Administrator and the costs of generating and mailing any checks to be issued as part of this Settlement, shall be paid for out of the Common Fund. In the event that this Settlement Agreement is terminated pursuant to its terms, T-Mobile shall bear any costs of administering this Settlement already incurred.

3. Attorneys' Fees And Costs.

Class Counsel may make a Fee and Cost Application to be heard at the Final Approval Hearing seeking an award of reasonable attorneys' fees in an amount not to exceed four million, five hundred thousand dollars (\$4,500,000) and reimbursement of expenses. T-Mobile will not oppose or undermine an application at or below that amount or solicit others to do so. Attorneys' fees and costs consistent with this paragraph that are approved by the Court shall be paid by the Settlement Administrator out of the Common Fund to Class Counsel within fifteen (15) days after the date that the Court has entered the Final Approval Order and Judgment. Class Counsel shall be solely responsible for further distributing, to ETF Counsel and otherwise, any payments made under this provision. Not later than twenty-one (21) days prior to the Final Approval Hearing, ETF Counsel shall submit to Class Counsel a summary of the attorneys' fees they wish to seek as part of the Settlement. All other claims for attorneys' fees by ETF Counsel shall be deemed waived. In no event will any attorneys' fees be required to be paid other than from the Common Fund, and in no event will awarded attorneys' fees exceed four million, five hundred thousand dollars (\$4,500,000).

Notwithstanding the foregoing, if for any reason the Court fails to grant final approval to this Settlement Agreement; the Final Approval Order is reversed or rendered void as a result of

an appeal; or this Settlement Agreement is voided, rescinded, or terminated for any other reason, then Class Counsel shall return to T-Mobile all fees, costs and other payments received by Class Counsel under this Agreement plus interest accruing at a rate of one percent (1%) per annum. In such event, the following Persons shall be severally liable for such payments to the extent received by them plus interest: (a) Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein; (b) Seeger & Weiss LLP; (c) Freed & Weiss LLC; and (d) any attorneys of such firms in their individual capacity who receive a share of payments directly from the Common Fund made pursuant to this Agreement. To effectuate this provision, each individual attorney or firm who receives a share of payments under this provision shall execute a guarantee of repayment substantially in the form of Exhibit H attached hereto.

4. Incentive Award.

Milliron, or Class Counsel on her behalf, may make an application to be heard at the Final Approval Hearing for a reasonable incentive award to be paid out of the Common Fund in an amount not to exceed one thousand dollars (\$1,000). T-Mobile will not oppose or undermine an application at or below that amount or solicit others to do so. Not later than fifteen (15) days after the Effective Date, and only in the event that the Effective Date occurs, the Settlement Administrator shall pay out of the Common Fund the incentive award as approved by the Court. This payment shall be compensation and consideration for the efforts of Milliron as the class representative in the Action.

5. Effect On Settlement.

The Parties agree that the rulings of the Court regarding the amount of attorneys' fees or costs and any incentive award, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing

as provided for in this Settlement Agreement and any determinations in that regard will be embodied in a separate order. Any order or proceedings relating to the amount of attorneys' fees or expenses, 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 and Judgment becomes Final as defined herein. Similarly, the rulings of the Court regarding the Plan of Allocation, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement Agreement and any determinations in that regard will be embodied in a separate order. Any order or proceedings relating to the Plan of Allocation, 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 and Judgment becomes Final as defined herein.

ARTICLE VII – RELEASES UPON EFFECTIVE DATE

1. Binding and Exclusive Nature of Settlement Agreement.

On the Effective Date, the Parties and each and every 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 against the T-Mobile-Related Released Parties or the Class-Related Released Parties with respect to the Class Released Claims, including the ETF-Related Claims.

2. Releases.

On the Effective Date, the Class-Related Releasing Parties shall be deemed to have, and by operation of this Agreement shall have, fully, finally and forever released, relinquished and

discharged the T-Mobile-Related Released Parties from any and all of the Class Released Claims, including the ETF-Related Claims.

3. Stay And Dismissal of The Action.

The Parties agree to request that the Court, in connection with Preliminary Approval, issue an immediate stay of the Action.

4. Waiver of Unknown Claims.

On the Effective Date, the T-Mobile and the Class-Related Releasing Parties shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the Class Released Claims, including ETF-Related Claims, expressly waived the benefits of any statutory provisions or common law rules that provide, in sum or 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, T-Mobile and the Class-Related Releasing Parties 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.

Neither this paragraph nor any other provision of this Settlement Agreement shall be construed to effectuate a general release of claims. The releases provided for in this Settlement Agreement are limited to the Class Released Claims, including the ETF-Related Claims, as defined above.

5. 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 upon which the Party relied in entering 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 – EFFECT OF FCC RULINGS ON FEDERAL PREEMPTION

In the event that the Federal Communications Commission (the "FCC") issues a ruling or order preempting state regulation of ETFs or any of the Class Released Claims, in whole or in part, T-Mobile will not seek to vacate this Settlement Agreement on the basis of such a ruling or order. This Article in no way limits T-Mobile's rights to otherwise seek to vacate this Settlement Agreement consistent with its terms.

ARTICLE IX – LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

1. No Admission.

Neither the acceptance by T-Mobile 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 the Action or in the Related Actions; the validity of any claims that could have been asserted by any of the Settlement Class Members in the Action or in the Related Action, including but not limited to the ETF-Related Claims; the liability of T-Mobile in the Action or in the Related Action; or as to the validity, legality, or fairness of the Flat-Rate ETF or the Prorated ETF. T-Mobile specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and the Related Actions. Neither the acceptance by Milliron 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 the Action or in the Related Actions.

2. Limitations on Use.

This Agreement shall not be used, offered, or received into evidence in the Action 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. Neither this Agreement nor any of its terms shall be offered or received into evidence in any other action or proceeding, but this settlement shall be binding and shall have preclusive effect on any claims barred by the release provisions and waiver of unknown claim provisions set forth above.

ARTICLE X - MISCELLANEOUS PROVISIONS

1. Amendment of Complaint; Class Certification.

Within seven (7) days of the Court's entry of the Preliminary Approval Order, the named Plaintiff in this Action shall amend the Complaint to be consistent with the Agreement including, *inter alia*, by modifying the definition of the proposed classes to be certified to state:

"ETF Assessed Class: All persons in the United States who were parties to a contract for a wireless telephone personal account and were billed a Flat-Rate ETF by T-Mobile and/or its legacy companies from July 23, 1999 until the date that the court preliminarily approves the settlement. The ETF Assessed Class includes such persons whether or not they paid any portion of the ETF, whether to T-Mobile, any outside collection agency, or other third party to whom T-Mobile has assigned the rights to the ETF"

"Subscriber Class: All persons in the United States who were or are parties to a contract for a wireless telephone personal account with T-Mobile that included or includes a provision for

a Flat-Rate ETF from July 23, 1999 until the date that the court preliminarily approves the settlement, and who have not paid or been billed a Flat-Rate ETF.”

Defendant shall stipulate to these amendments, solely for purpose of this Settlement and without prejudice to its rights absent this Settlement, including, without limitation, rights to move to compel arbitration of any claims asserted in this Action and the Related Actions or any ETF-Related Claims raised in any proceeding and to contest class certification in either this Action or the Related Actions or any action raising ETF-Related Claims. The Complaint shall not be amended in any other respect, without prior consent of all parties to the Action. Should this Settlement not be finalized for any reason, the Parties shall stipulate to an order striking the Second Amended Complaint, and the Complaint shall be the operative pleading in this Action.

2. CAFA Public Official Notification.

Not later than ten (10) days after this agreement is filed with the Court, T-Mobile shall send or cause to be sent to the Attorney General of the United States and the attorneys general of each state notice of the Settlement pursuant to 28 U.S.C. § 1715(b).

3. Confidentiality Agreement.

The Parties agree that, prior to the provision of information to the Settlement Administrator, Class Counsel, T-Mobile’s Counsel, and the Settlement Administrator will execute the “Confidentiality Agreement Relating to Settlement Agreement,” substantially in the form of Exhibit I attached hereto, pertaining to information and documents provided to the Settlement Administrator by T-Mobile.

4. Publicity Prohibited.

Class Counsel agree that they will not make any press release or other form of public announcement, including but not limited to an announcement on their respective law firm

websites or any other websites controlled by them, regarding the settlement of the Action. Notwithstanding the foregoing, Class Counsel may, until sixty (60) days after the Court has entered the Final Approval Order and Judgment, include a notice on their respective law firm websites that a settlement regarding T-Mobile's Flat-Rate ETF provisions was reached along with (a) a hyperlink to the settlement website, and (b) contact information for Class Counsel so that class members can inquire about the settlement.

5. 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.

6. 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.

7. 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. Each term of this Agreement is contractual and not merely a recital.

8. 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 and/or their representatives 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.

9. 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, or any part thereof.

10. 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.

11. Governing Law.

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

12. 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 and 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.

13. Jurisdiction.

The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment, 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, including with respect to disputes about allocation of fees between Class Counsel and ETF Counsel.

14. Presiding Judicial Officer.

The Parties agree to jointly request that The Honorable Jose L. Linares preside, by designation if necessary, over the settlement approval process, including without limitation any application for an award of attorneys' fees, costs, and expenses or for approval of a Plan of Allocation. In the event that Judge Linares is unable to preside, the Parties agree to jointly request that the settlement approval process be presided over by a different judge of the United States District Court for the District of New Jersey.

15. No Collateral Attack.

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

16. 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.

17. 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.

18. 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.

19. 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 T-Mobile and its customers, or to the services provided by T-Mobile and purchased by its customers, except as expressly set forth herein.

20. Settlement Conditioned on Certain Matters.

This entire Settlement Agreement is contingent upon the Parties reaching agreement on the contents of the exhibits and ancillary agreements hereto.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT
AGREEMENT ON THE DATES SET FORTH BELOW:

DATED:

DEBBIE MILLIRON

DATED: February 4, 2009

T-MOBILE USA, INC.

By: 

David Miller

Its: SVP & GENERAL COUNSEL



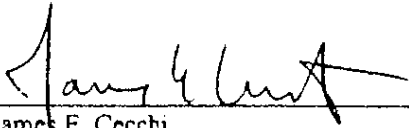
Brian Kirkpatrick

Its: CFO

APPROVED AS TO FORM AND CONTENT:

DATED: 2/5, 2009

CARELLA, BYRNE, BAIN, GILFILLAN,
CECCHI, STEWART & OLSTEIN

By: 
James E. Cecchi

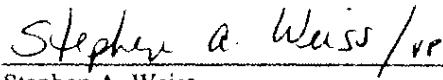
DATED: _____, 2009

FREED & WEISS LLC

By: _____
Paul M. Weiss

DATED: 2/5, 2009

SEEGER & WEISS LLP

By: 
Stephen A. Weiss

DATED: _____, 2009

LOWENSTEIN SANDLER PC

By: _____
Gavin Rooney

DATED: 2/5, 2009

DAVIS POLK & WARDWELL

By: 
Christopher B. Hockett

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2009 CARELLA, BYRNE, BAIN, GILFILLAN,
CECCHI, STEWART & OLSTEIN

By: _____
James E. Cecchi

DATED: 2-5, 2009 FREED & WEISS LLC

By: 
Paul M. Weiss

DATED: _____, 2009 SEEGER & WEISS LLP

By: _____
Stephen A. Weiss

DATED: _____, 2009 LOWENSTEIN SANDLER PC

By: _____
Gavin Rooney

DATED: _____, 2009 DAVIS POLK & WARDWELL

By: _____
Christopher B. Hockett

APPROVED AS TO FORM AND CONTENT:

DATED: _____, 2009

CARELLA, BYRNE, BAIN, GILFILLAN,
CECCHI, STEWART & OLSTEIN

By: _____
James E. Cecchi

DATED: _____, 2009

FREED & WEISS LLC

By: _____
Paul M. Weiss

DATED: _____, 2009

SEEGER & WEISS LLP

By: _____
Stephen A. Weiss

DATED: February 6, 2009

LOWENSTEIN SANDLER PC

By: 
Gavin Rooney

DATED: _____, 2009

DAVIS POLK & WARDWELL

By: _____
Christopher B. Hockett

EXHIBIT A

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

DEBBIE MILLIRON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

T-MOBILE USA, INC.,

Defendant.

Civil Action No. 08-04149 (JLL) (ES)

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

WHEREAS, Plaintiff in the above-captioned action, Debbie Milliron (“Milliron”), and Defendant T-Mobile USA, Inc. (“T-Mobile”) have reached a proposed settlement and compromise of the disputes between them and other similarly situated individuals in the Action and in Related Actions, which is embodied in the Settlement Agreement filed with the Court;

WHEREAS, the Milliron and T-Mobile (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;

AND NOW, the Court, having read and considered the Settlement Agreement and accompanying documents and the Motion For Preliminary Settlement Approval and Supporting Papers, and the Parties to the Settlement Agreement having consented to the entry of this order, and all capitalized terms used herein having the meaning defined in the Settlement Agreement, IT IS HEREBY ORDERED AS FOLLOWS:

1. 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, as falling within the range of possible final approval, and as meriting submission to the Settlement Classes for their consideration.

2. For purposes of the Settlement only, the Court certifies the Settlement Classes, which consist of

a. The “ETF Assessed Class,” defined as all persons in the United States who were parties to a contract for a wireless telephone personal account and were billed a Flat-Rate ETF by T-Mobile and/or its legacy companies from July 23, 1999 until February __, 2009 (the date that the Court preliminarily approved the settlement). The ETF Assessed Class includes such persons whether or not they paid any portion of the ETF, whether to T-Mobile, any

outside collection agency, or other third party to whom T-Mobile has assigned the rights to the ETF.

b. The "Subscriber Class," defined as all persons in the United States who were or are parties to a contract for a wireless telephone personal account with T-Mobile that included or includes a provision for a Flat-Rate ETF from July 23, 1999 until February __, 2009 (the date that the Court preliminarily approved the settlement), and who have not paid or been billed a Flat-Rate ETF.

3. The Court preliminarily finds, solely for purposes of considering this Settlement, that the requirements of Federal Rule of Civil Procedure 23 appear to be satisfied, including requirements that class members are too numerous to be joined in a single action, that common issues of law and fact exist and predominate, that the claims of the class representative are typical of the claims of other class members and the class representative and her counsel can adequately protect the interests of the class, and that a settlement class is superior to alternative means of resolving the claims and disputes at issue in this action.

4. The Court appoints the law firms of Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein; Seeger & Weiss LLP and Freed & Weiss LLC as Class Counsel for purposes of this settlement. The Court preliminarily finds that the Class Representative and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members.

5. A Final Approval Hearing shall be held before this Court at _ a.m. on _____ 2009 at the United States District Court for the District Court of New Jersey, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order and Judgment should be entered; (b) whether Class Counsel's application for attorneys' fees, costs, expenses and incentive awards

should be approved; and (c) whether the Proposed Plan of Allocation submitted by Plaintiff should be approved. Consideration of any application for an award of attorneys' fees, costs, expenses and incentive awards and of the Proposed Plan of Allocation shall be separate from consideration of whether or not the proposed Settlement should be approved, and from each other, and shall be embodied in separate orders.

6. Not later than twenty-one (21) days prior to the Final Approval Hearing, ETF Counsel shall submit to Class Counsel a summary of the attorneys' fees they wish to seek as part of the Settlement. All other claims for attorneys' fees by ETF Counsel shall be deemed waived.

7. 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 and/or their representatives, including ETF Counsel, are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement.

8. The Court approves, as to form and content, the Mail Notice, long and short-form Publication Notices, and the Invoice Notice substantially similar to the forms attached as Exhibits C, D, E, and F to the Settlement Agreement, respectively.

a. Mail Notice will be provided to those members of the ETF Assessed Class who T-Mobile's records indicate paid in full a Flat-Rate ETF (from January 1, 2006 to February ___, 2009 (the date the Court preliminarily approved the settlement)). The Parties and the Settlement Administrator shall cooperate to take reasonable measures to eliminate duplicative entries, with the objective of ensuring to the extent practicable that any Person or Account who is a member of the ETF Assessed Class receives not more than one Mail Notice even if such Person or Account paid in full more than one ETF.

b. Those members of the Subscriber Class who are currently party to a contract with T-Mobile that permits the assessment of a Flat-Rate Early Termination Fee will be informed of the settlement as part of monthly customer statement mailings or by direct mail from the Settlement Administrator.

c. The long-form Publication Notice will be published on the settlement website. The short-form Publication Notice will be published as follows:

USA Today – two (2) consecutive weeks;

Los Angeles Times – two (2) consecutive weeks;

San Francisco Chronicle – two (2) consecutive weeks;

New York Times – two (2) consecutive weeks;

Washington Post – two (2) consecutive weeks;

Chicago Tribune – two (2) consecutive weeks;

Dallas Morning News – two (2) consecutive weeks; and

Philadelphia Inquirer – two (2) consecutive weeks.

No later than ten (10) days prior to the Final Approval Hearing, the Settlement Administrator and T-Mobile shall file with the Court declarations attesting to compliance with this Order.

9. The Court finds that the Parties' plan for providing notice to the Settlement Classes (the "Notice Plan") described in Article IV of the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute 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 complies fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

10. The Court further finds that the Notice Plan described in Article IV of the Settlement Agreement will adequately inform members of the Settlement Class of their right to exclude themselves from the Settlement Classes so as not to be bound by the terms of 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 at least twenty-one (21) days prior to the date set for the Final Approval Hearing in paragraph 5 above. Not later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file it with the Court, and T-Mobile's Counsel, a report stating the total number of Persons who have submitted timely and valid Requests for Exclusion from the Settlement Classes, and the names of such Persons.

11. 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. The names of all Persons timely submitting valid Requests for Exclusion shall be provided to the Court.

12. Any Settlement Class Member who does not submit a valid and timely Request for Exclusion may object to the Settlement Agreement, to Class Counsel's application for attorneys' fees and costs, or to the proposed Plan of Allocation of Settlement Proceeds. Any such 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 must file with the Court and serve, no later than

twenty-one (21) days prior to the date of the Final Approval Hearing, a written notice of intention to appear together with supporting papers including a detailed statement of the specific objections made.

13. Service of all papers on counsel for the Parties shall be made as follows: for Class Counsel, to James E. Cecchi, Esq., Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein, 5 Becker Farm Rd., Roseland, New Jersey 07068; and for Defendants' Counsel, to Christopher B. Hockett, Esq., Davis Polk & Wardwell, 1600 El Camino Real, Menlo Park, California 94025. Only Settlement Class Members who have filed and served valid and timely notices of intention to appear, together with supporting papers, shall be entitled to be heard at the Final Approval Hearing.

14. All Settlement Class Members and/or their representatives are hereby preliminarily barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing litigation as class members or otherwise, receiving any benefits (including awards of attorneys' fees) from, any lawsuit, administrative, or regulatory proceeding or order in any jurisdiction, based on or relating to the claims or causes of actions or the facts, and circumstances relating thereto, in the Action. In addition, all persons are hereby preliminarily barred and enjoined from filing, commencing, or prosecuting a lawsuit as a class action, a separate class, other representative action, or group for purposes of pursuing a putative class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of any of the Settlement Class Members, arising out of, based on or relating to the claims, causes of action, facts and/or circumstances relating thereto, in the Action and/or the Class Released Claims, including the ETF-Related Claims. Finally, all Settlement

Class Members and all persons in active concert or participation with Settlement Class Members, including their representatives, are preliminarily barred and enjoined from organizing or soliciting the participation of any Settlement Class Members (who have not timely excluded themselves from the Settlement Classes) into a separate class or group for purposes of pursuing a putative class action, any claim or lawsuit, in any jurisdiction based on, arising out of, or relating to the claims, causes of action, facts, and/or circumstances alleged in the Action and/or the Class Released Claims, including the ETF-Related Claims. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over this Action.

15. The Court finds that the Escrow Account is a "qualified settlement fund" as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

a. The Escrow Account is established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

b. The Escrow Account is established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and

c. The assets of the Escrow Account are segregated from other assets of T-Mobile, the transferors of the payment to the Common Fund.

16. 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.

17. 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, be continued by order of the Court.

IT IS SO ORDERED.

Dated:

Honorable Jose L. Linares
Judge, United States District Court for the
District of New Jersey

EXHIBIT B

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

DEBBIE MILLIRON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

T-MOBILE USA, INC.,

Defendant.

Civil Action No. 08-04149 (JLL) (ES)

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

WHEREAS, on ____, 2009, an Order Re: Preliminary Approval of Proposed Settlement (“Preliminary Approval Order”) was entered by this Court, preliminarily approving the proposed settlement of the 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 Parties’ plan for providing notice to the Settlement Classes (the “Notice Plan”), the Settlement Classes were notified by publication 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.

WHEREAS, a Final Approval Hearing was held on ____, 2009. Prior to the Final Approval Hearing, proof of completion of the Notice Plan was filed with the Court, along with declarations of compliance as prescribed in the Preliminary Approval Order. Settlement Class Members were therefore notified of their right to appear at the hearing in support of or in opposition to the proposed Settlement, the award of attorneys’ fees and expenses to Class Counsel, and the payment of incentive awards.

NOW, THEREFORE, the Court, having heard the presentations of Class Counsel and Defendant’s Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application of Class Counsel for awards of attorneys’ fees and expense reimbursements, and having reviewed the materials in support thereof, it is hereby ORDERED, ADJUDGED and DECREED THAT:

1. The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

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. The Settlement Classes, which will be bound by this Final Approval Order and Judgment, shall include all members of the Settlement Classes who did not submit a timely and valid Request for Exclusion.

4. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby certifies the following Settlement Classes:

a. "ETF Assessed Class" is defined as all persons in the United States who were parties to a contract for a wireless telephone personal account and were billed a Flat-Rate ETF by T-Mobile and/or its legacy companies from July 23, 1999 until February __, 2009 (the date that the Court preliminarily approved the settlement). The ETF Assessed Class includes such persons whether or not they paid any portion of the ETF, whether to T-Mobile, any outside collection agency, or other third party to whom T-Mobile has assigned the rights to the ETF.

b. The "Subscriber Class" is defined as all persons in the United States who were or are parties to a contract for a wireless telephone personal account with T-Mobile that included or includes a provision for a Flat-Rate ETF from July 23, 1999 until February __, 2009 (the date that the Court preliminarily approved the settlement), and who have not paid or been billed a Flat-Rate ETF.

In so holding, the Court finds that the prerequisites of Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied for certification of the Settlement Classes for settlement purposes because: Settlement Class Members, numbering in the millions, are so numerous that joinder of

all members is impracticable; there are questions of law and fact common to the Settlement Class; the claims and defenses of the Class Representative are typical of the claims and defenses of the Settlement Class Members she represents; the Class Representative has fairly and adequately protected the interests of the Settlement Classes with regard to the claims of the Settlement Class she represents; the common questions of law and fact predominate over questions affecting only individual Settlement Class Members, rendering the Settlement Class sufficiently cohesive to warrant a nationwide class settlement; and the certification of the Settlement Class is superior to individual litigation and/or settlement as a method for the fair and efficient resolution of this matter. In making all of the foregoing findings, the Court has exercised its discretion in certifying the Settlement Class, based, *inter alia*, upon the Court's familiarity with the claims and parties in this case, the interests of the various constituent groups, and the arms-length negotiation process overseen by the Honorable Douglas K. Wolfson (ret.).

5. The Court finds that the Notice Plan set forth in Article IV of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes due and 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 satisfies the requirements of federal due process of law.

6. The Settlement, as set forth in the Settlement Agreement, is in all respects fair, reasonable, adequate and in the best interests of the Settlement Classes, and it is approved. The Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

7. Unless otherwise directed by the Court, within ten (10) days of the Effective Date, the funds in the Common Fund, except for other disbursements authorized by this Judgment, shall be distributed to the Settlement Classes pursuant to the Proposed Plan of Allocation of Settlement Proceeds.

8. Upon the Effective Date, the Class Representative and all Settlement Class Members and their counsel shall have, by operation of this Order and Final Judgment, fully, finally and forever released, relinquished, and discharged all T-Mobile Released Parties from all Class Released Claims pursuant to Article VII of the Settlement Agreement.

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

10. The terms of the Agreement and this Final Approval Order and Judgment shall have *res judicata*, collateral estoppel and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which are based on or in any way related to any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest, or expenses which were asserted in the Action or any other claims under state or federal law which arise from, are based on or in any way related to T-Mobile's Flat-Rate ETF.

11. This Final Approval Order and Judgment, the Settlement Agreement, the Settlement which it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against T-Mobile-Related Released Parties and Class-Related 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 payments ordered herein shall be made in the manner and at the times set forth in the Settlement Agreement. The Court further approves the establishment of the Common Fund as set forth in the Agreement and the Escrow Agreement submitted by the Parties and finds that the Escrow Account is a “qualified settlement fund” as defined in Section 1.468B-1(c) of the Treasury Regulations in that it satisfies each of the following requirements:

a. The Escrow Account is established pursuant to an Order of this Court and is subject to the continuing jurisdiction of this Court;

b. The Escrow Account is established to resolve or satisfy one or more claims that have resulted or may result from an event that has occurred and that has given rise to at least one claim asserting liabilities; and

c. The assets of the Escrow Account are segregated from other assets of T-Mobile, the transferors of the payment to the Common Fund.

13. The Court hereby grants Class Counsel’s request for an award of reasonable attorneys’ fees in the amount of \$_____. The Court further grants Class Counsel’s application for reimbursement of costs and expenses in the amount of \$_____, which shall include an Incentive Award for Milliron in the amount of \$_____.

14. The above-captioned Action is hereby dismissed in its entirety with prejudice. Except as otherwise provided in this Order, the parties shall bear their own costs and attorneys' fees. 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 or disputes, including disputes about attorneys' fees, in connection therewith, and any other matters related or ancillary to the foregoing.

IT IS SO ORDERED.

Dated:

Honorable Jose L. Linares
Judge, United States District Court for the
District of New Jersey

EXHIBIT C

**Important Notice from the United States District Court
for the District of New Jersey About a Class Action Settlement**
Para ver este aviso en español, visita www.etf-settlement.com/

If you paid or were charged a T-Mobile flat-rate early termination fee (“ETF”) from July 1999 to February __, 2009, or were subject to a T-Mobile flat-rate ETF on February __, 2009, you could get benefits from a settlement.

A proposed settlement has been reached in a class action alleging that the T-Mobile flat-rate ETF (generally \$200) is unlawful. **The sole purpose of this notice is to inform you of the settlement so that you may decide what to do about it.**

If the settlement is approved, class members who submit Claim Forms may receive monetary or other benefits. You may also choose to exclude yourself from, or object to, the settlement.

For a full description of the settlement, related Court documents, and deadlines and forms, please visit www.etf-settlement.com. Claim forms are due _____, 2009. Requests to exclude yourself from the settlement are due _____, 2009, and any objections to the settlement are due _____, 2009. You can get a Claim Form at www.etf-settlement.com/____, by calling [SETTLEMENT PHONE NUMBER] or by writing the Settlement Administrator, c/o [SETTLEMENT MAILING ADDRESS]. Questions may also be directed to Class Counsel, Freed & Weiss LLC, by calling (312) 220-0000 or by email at Info@FreedWeiss.com.

Please do not contact T-Mobile or the Court about this settlement.

EXHIBIT D

Notice of Pendency of Class Action
 United States District Court for the District of New Jersey

IF YOU ARE OR WERE A T-MOBILE CUSTOMER WHOSE CONTRACT INCLUDES OR INCLUDED A PROVISION FOR A FLAT-RATE EARLY TERMINATION FEE, A CLASS ACTION SETTLEMENT COULD AFFECT YOUR RIGHTS

[In Spanish: [Click here for a version of this Notice in Spanish](#)]

- A customer of T-Mobile has sued that company alleging that T-Mobile violated her rights under the laws of various states, as well as federal law.
- The Court has allowed the lawsuit to be a class action for the purposes of settlement on behalf of all subscribers to T-Mobile with personal accounts who paid or were charged a flat-rate early termination fee ("ETF") (generally \$ 200) from July 23, 1999 to ___, 2009 and/or have or had a contract for service with T-Mobile that included a flat-rate ETF from July 23, 1999 to February __, 2009.
- The Court has not decided whether the Plaintiff's claims have any merit. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM BY ___, 2009	<p>Stay in this lawsuit. Submit a claim form. Await the outcome. If the settlement is approved by the Court, you may be eligible for money or non-cash compensation under the settlement. Be bound by the result.</p> <p>By submitting a claim form you keep the possibility of getting money or benefits that may come from the settlement. But you give up any right to ever be part of any other lawsuit against T-Mobile about any issues relating to the flat-rate ETF.</p>
ASK TO BE EXCLUDED BY ___, 2009	<p>Get out of this lawsuit. Get no benefits from it. Keep rights.</p> <p>If you ask to be excluded and money or other benefits are later awarded, you will not share in those. But you keep your right to sue T-Mobile separately about the same legal claims in this lawsuit.</p>
SUBMIT AN OBJECTION BY ___, 2009	<p>Object to the Settlement.</p> <p>Stay in the lawsuit, but submit an objection. By objecting to the settlement you give up your right to be excluded from the settlement and your right to file your own action. If you object to the settlement, you may ask a lawyer to represent you at your own cost.</p>
DO NOTHING	<p>Get no money or non-cash compensation. Give up your right to ever be part of any other lawsuit against T-Mobile about any issues relating to the flat-rate ETF.</p>

Basic Information

1. What is this notice about?

This notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you and that there is a settlement pending in the case. You may have legal rights and options in this action. The lawsuit that is certified as a class action for the purposes of settlement is known as *Milliron v. T-Mobile USA, Inc.*, No. 08-04149 (JLL) (ES), pending in the United States District Court for the District of New Jersey, located in Newark, New Jersey. This settlement will also resolve other pending cases that challenge T-Mobile’s flat-rate ETF.

2. What is this lawsuit about?

Plaintiff in this lawsuit claims that T-Mobile violated state and federal laws by imposing flat-rate ETFs. The suit seeks to recover monetary damages and restitution, and declaratory and injunctive relief.

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

In a class action lawsuit, one or more people (in this case, Debbie Milliron) sue on behalf of other people (called “Class Members”) who have similar claims. One court resolves the issues for everyone, except for those people who choose to exclude themselves from the class. The company sued in this case, T-Mobile, is called the Defendant.

4. Why are these lawsuits class actions?

The parties agreed that the lawsuit should proceed as a class action for purposes of settlement, and the Court agreed because it meets the requirements of Rule 23 of the Federal Rules of Civil Procedure. More information about why the Court is allowing this settlement is in the Court’s Preliminary Approval Order dated ____, 2009.

The Claims In The Lawsuit

5. What are the Plaintiff’s claims in the lawsuit?

In the lawsuit, the Plaintiff claims that T-Mobile’s flat-rate ETF violates various laws. You can read the Plaintiff’s Second Amended Complaint filed in *Milliron v. T-Mobile USA, Inc.*, Case No. 08-04149 (JLL) (ES) dated ____, 2009, by clicking [\[here\]](#).

6. How does T-Mobile answer?

T-Mobile denies any wrongdoing and denies the Plaintiff’s allegations. T-Mobile contends that the ETF is legal and proper.

7. Has the Court decided who is right?

The Court has not decided whether Plaintiff or T-Mobile is correct. By issuing this Notice, the Court is not suggesting that the Plaintiff would have won or lost this case. This Notice is to inform you about the settlement and the need for you to make a decision about it.

The Terms of the Settlement

8. What are the terms of the settlement?

The settlement provides that T-Mobile will pay \$11.5 million into a fund that will include money for certain class members, after deducting payment of the costs of administering the settlement, including the costs of this notice, attorneys' fees, and costs of the litigation. In addition, T-Mobile will provide other, non-cash relief to certain class members. The settlement does not relieve class members of any existing or future obligations to pay ETFs that they owe to T-Mobile.

If approved by the Court, payments will be made to class members under a "Plan of Allocation" that allows—after payment of the fees and costs described above—payment to class members who paid an ETF, payment to class members who were charged but did not pay an ETF, and other relief to class members who had a contract for service with T-Mobile that included a flat-rate ETF on February __, 2009 and assert under penalty of perjury that they have suffered some harm as a result thereof and/or believe that they should not be subject to a flat-rate ETF. Class members who can prove that they paid in full a flat-rate ETF, or for whom T-Mobile's records indicate that they paid in full a flat-rate ETF, may submit a claim of up to \$125. Class members who cannot establish that they paid in full a flat-rate ETF (and for whom T-Mobile's records do not reflect such a payment) but who submit a claim in which they assert under penalty of perjury that they did so may submit a claim of up to \$25 if T-Mobile's records indicate that they were charged a flat-rate ETF. Class members who can prove that they were charged a flat-rate ETF (or for whom T-Mobile's records indicate that they were charged a flat-rate ETF) but did not pay it in full (and did not receive a full credit of the amount charged within 30 days) may submit a claim of up to \$25 if they assert under penalty of perjury that the charging of the fee and/or the partial payment caused them harm.

T-Mobile will provide up to \$2 million in non-cash relief. Class members who had a contract for service with T-Mobile that included a flat-rate ETF on February __, 2009 and who assert under penalty of perjury that they suffered some harm as a result and/or believe that they should not be subject to a flat-rate ETF may submit a claim for 50 bonus minutes a month for 3 months, 100 bonus text messages a month for 3 months, "T-Mobile HotSpot" access for 7 days, or the right to have their contract with T-Mobile contain a prorated ETF provision instead of a flat-rate ETF.

The amount paid to class members may be smaller than the amount of the claim, depending on how many claims for cash payments are submitted. The amount of the non-cash benefits (other than the proration benefit) may also vary depending on how many claims for those benefits are submitted.

T-Mobile will provide, as an alternative to the non-cash relief described above, the option for certain class members to modify their contracts to include a prorated ETF instead of the flat-rate ETF. The prorated ETF provision is the early termination fee that T-Mobile instituted for new subscriber contracts beginning on June 28, 2008 and which provides: "EXCEPT FOR MONTH-TO-MONTH CUSTOMERS, AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE THE END OF YOUR TERM, OR IF WE TERMINATE IT EARLY. THE EARLY TERMINATION FEE IS: \$200 IF YOU

TERMINATE WITH MORE THAN 180 DAYS REMAINING ON YOUR TERM; \$100 IF YOU TERMINATE WITH 91 TO 180 DAYS REMAINING ON YOUR TERM; \$50 IF YOU TERMINATE WITH 31 TO 91 DAYS REMAINING ON YOUR TERM; AND THE LESSER OF \$50 OR YOUR MONTHLY RECURRING CHARGES (including any applicable taxes and fees) IF YOU TERMINATE IN THE LAST 30 DAYS OF YOUR TERM. The Early Termination Fee is part of our rates and is not a penalty. The Early Termination Fee applies only to the extent permitted by law. Unless you request otherwise, your termination will be effective at the end of your current billing cycle. You will remain responsible for all fees and charges for your Service and usage through termination. If you bought your wireless Device from an independent T-Mobile dealer or other third-party vendor, they may charge a separate termination fee.” There will be no limit on the number of eligible claimants who receive, or pro rata reduction of, the proration benefit.

Class members who submit claims for non-cash benefits or the proration benefit will receive “T-Mobile HotSpot” access instead of the benefit they requested if, at the time that relief is distributed, they are no longer T-Mobile customers. Class members who submit claims for the proration benefit will receive “T-Mobile HotSpot” access instead of the benefit they requested if, at the time that relief is distributed, they are no longer subject to a flat-rate ETF. You can read more about the Plan of Allocation [\[here\]](#).

The settlement provides that T-Mobile will agree not to impose flat-rate ETFs in its contracts with new subscribers for a minimum of 24 months. The settlement does not require T-Mobile to modify its existing contracts except those of class members who request and are entitled to receive the proration benefit. T-Mobile has reserved its right to collect unpaid balances from its subscribers, including unpaid ETFs. The settlement will release claims that past and current subscribers may have against T-Mobile relating to flat-rate ETFs, unless the individual excludes him/herself from the settlement. Specifically, the settlement will release claims pled in all other cases challenging T-Mobile’s flat-rate ETF. Notwithstanding the above, in the event that T-Mobile institutes a lawsuit or arbitral proceeding to recover any unpaid flat-rate ETFs, you will not be precluded from asserting, on an individual basis only, any defenses to such an action.

9. Is there any money available now?

No money or benefits are available now because the Court has not yet decided whether to approve the settlement. There is no guarantee that money or benefits ever will be distributed; however, if you want to participate in the settlement you must submit the proof of claim form, available [\[here\]](#) by ____, 2009.

Who Is In The Class

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

10. Am I part of this Class?

You are a member of the class if:

You were a T-Mobile customer in the U.S. who had a contract with T-Mobile for personal wireless telephone service and were charged or paid a flat-rate ETF from July 23, 1999 to February __, 2009;

OR

You are or were a T-Mobile customer in the U.S. whose contract with T-Mobile for personal wireless telephone service included a provision for payment of a flat-rate ETF from July 23, 1999 to February __, 2009, and you have not paid or been charged a flat-rate ETF.

Your Rights and Options

You have to decide whether to participate in the settlement and you have to decide this now.

11. What happens if I do nothing at all?

You must submit a claim form (available [here]) if you want to keep the possibility of getting a benefit from this lawsuit. Keep in mind that if you do nothing or if you submit a claim form you will not be able to sue, or continue to sue, T-Mobile—as part of any other lawsuit—under state or federal law about any issues relating to the validity of the flat-rate ETF or the propriety of its assessment or collection.

12. Why would I ask to be excluded?

If you are a member of the class and you already have your own lawsuit or arbitration against T-Mobile for the claims described in paragraph 2 of this notice (or you wish to file one), and you want to continue with that other lawsuit, you need to ask to be excluded from the class. If you exclude yourself from the class—which means to remove yourself from the Class, and is sometimes called “opting-out” of the Class—you will not get any money or other benefits from the settlement. However, if you exclude yourself, this lawsuit will not interfere with any rights you have to sue or continue to sue or arbitrate against T-Mobile in a separate case. If you elect to exclude yourself because you want to pursue your own claims against T-Mobile, you should assert such claims promptly to protect against them being lost due to the passage of time. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

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

To ask to be excluded, you must send a letter, postmarked by __, 2009 to the Settlement Administrator, c/o [SETTLEMENT MAILING ADDRESS]. In your letter, be sure to reference your T-Mobile telephone number(s) if you know them and to sign the letter.

14. How do I object to the settlement?

If you are a class member, you can tell the Court that you do not agree with the settlement or some part of it. You can give reasons why you think that the Court should not approve it. The Court will consider your views. If you do not file an objection to the settlement, you waive your right to appeal the settlement.

To object, you must send a letter saying that you object to the settlement in *Milliron v. T-Mobile USA, Inc.* Be sure to include your name, address, contact telephone number, T-Mobile telephone number, your signature, and the reasons that you object to the settlement. Mail the objection to each of these three different places postmarked no later than ____, 2009:

Court	Class Counsel	Defense Counsel
Clerk of the Court U.S. District Court for the District of New Jersey 50 Walnut Street Newark, New Jersey 07101	James E. Cecchi, Esq. c/o Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein 5 Becker Farm Road Roseland, New Jersey 07068	Christopher B. Hockett, Esq. c/o Davis Polk & Wardwell 1600 El Camino Real Menlo Park, California 94025

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

You have the right to consult and/or retain an attorney of your choice at your own expense to advise you regarding the settlement and your rights in connection with the settlement and the Settlement Fairness Hearing as described below. You also have the right, either personally or through an attorney retained and paid by you, to seek to intervene in the Actions.

15. When is the Settlement Fairness Hearing?

On ____, 2009, at 2 p.m., a hearing will be held in The United States District Court for the District of New Jersey, located at 50 Walnut Street, Newark, New Jersey 07101, to determine whether the Settlement should be approved by the Court as fair, reasonable, and adequate, and whether judgment should be entered thereon ("Settlement Hearing").

The Court will also consider at the Settlement Hearing the request of Class Counsel for an award of attorneys' fees in an amount of up to \$4.5 million, plus reimbursement of reasonable expenses, and an incentive award to the class representative, which will be deducted from the Common Fund.

Your attendance at the Settlement Hearing is not required. However, you may be heard orally at the Settlement Hearing in opposition to the proposed Settlement or the applications for attorneys' fees and expenses, but only if you have timely filed written objections in the manner described above, including a statement that you intend to appear and be heard at the Settlement Hearing. You may also enter an appearance through an attorney, at your own expense. If you do not do so, you will be represented by Class Counsel.

Pending final determination of whether the Settlement should be approved, you and your representatives are barred from pursuing or filing any lawsuit asserting any claims against T-Mobile that relate to the settled claims as defined above.

The Lawyers Representing You

16. Do the Class Members have a lawyer in this case?

The Court appointed the law firms of Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein; Seeger & Weiss LLP; and Freed & Weiss LLC to represent the Plaintiff and Class Members. These law firms are called "Class Counsel." More information about these law firms, their practices, and their lawyers' experience is available at www.CarellaByrne.com, www.SeegerWeiss.com, and www.FreedWeiss.com.

17. 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.

18. How will the lawyers be paid?

If the settlement is approved Class Counsel will ask the Court for fees and expenses. You will not have to pay these fees and expenses now. If the Court grants the attorneys' requests, the fees and expenses would be deducted from the \$11.5 million common fund paid by T-Mobile. Class Counsel has agreed not to seek more than \$4.5 million (the total benefit excluding the proration benefit) as compensation.

Getting More Information

19. Are more details available?

You can view the Second Amended Complaint, the Court's Preliminary Approval Order, and other case-related documents [here]. You may also contact the settlement administrator by calling [SETTLEMENT PHONE NUMBER] or by writing the Settlement Administrator, c/o [SETTLEMENT MAILING ADDRESS], or one of Class Counsel by sending an email to Freed & Weiss LLC at Info@FreedWeiss.com, by visiting www.FreedWeiss.com, by calling (312) 220-0000, or by writing to: 111 West Washington Street, Suite 1331, Chicago IL 60602, attention T-Mobile Settlement.

Please do not contact T-Mobile or the Court.

DATE: ____, 2009

EXHIBIT E

**Notice from the United States District Court
for the District of New Jersey**

Para ver este aviso en español, visita www.etf-settlement.com/_____

**IF YOU ARE OR WERE A T-MOBILE CUSTOMER WHOSE CONTRACT INCLUDES
OR INCLUDED A PROVISION FOR A FLAT-RATE EARLY TERMINATION FEE, A
CLASS ACTION SETTLEMENT COULD AFFECT YOUR RIGHTS**

A proposed settlement has been reached in a class action lawsuit alleging that T-Mobile's flat-rate early termination fee ("ETF") (generally \$200) is unlawful. The settlement will provide \$11.5 million into a Common Fund and other non-cash relief for claims of subscribers who were charged and/or paid a flat-rate ETF, and/or had a contract for service with T-Mobile that included a flat-rate ETF on February __, 2009 and who believe that they have been harmed by it and/or believe that they should not be subject to it. If you qualify, you may send in a claim form to get benefits, or you can exclude yourself from the settlement, or you can object to it. The United States District Court for the District of New Jersey authorized this notice. The Court will have a hearing on _____, 2009 to decide whether to approve the settlement. Any request to be excluded from the settlement must be received by _____, 2009, and any objections to the settlement must be received by _____, 2009.

WHO IS INCLUDED?

If you are or were a T-Mobile customer in the U.S. whose contract with T-Mobile for personal wireless telephone service included a provision for payment of a flat-rate ETF from July 23, 1999 to February __, 2009, you may be a member of the classes whose rights are affected by this settlement. If you are not sure whether you are included, you can get more information, including a detailed notice, at www.etf-settlement.com.

WHAT IS THIS ABOUT?

The lawsuit claims that the T-Mobile flat-rate ETF is unlawful. T-Mobile denies that it did anything wrong. The Court has not decided which side was right, but both sides agreed to the settlement to resolve the case.

WHAT DOES THE SETTLEMENT PROVIDE?

T-Mobile has agreed to pay \$11.5 million into a Common Fund and to pay \$2.0 million in other relief to be allocated among class members. Attorneys' fees, costs of the litigation, settlement administration fees, and an incentive award to the class representative will be taken out of the Common Fund prior to distribution. The settlement does not relieve class members of any existing or future obligations to pay ETFs that they owe to T-Mobile.

T-Mobile also has agreed not to insert a flat-rate ETF provision into new customer service agreements for wireless service in the United States for a minimum of 24 months. T-Mobile customer agreements initiated after June 27, 2008 do not include flat-rate ETF provisions.

The settlement will release claims that subscribers may have against T-Mobile relating to its ETFs, unless the individual excludes him/her self from the settlement. Notwithstanding the above, in the event that T-Mobile institutes a lawsuit or arbitral proceeding to recover any unpaid flat-rate ETFs, you will not be precluded from asserting, on an individual basis only, any defenses to such an action.

WHAT ARE MY LEGAL RIGHTS AND OPTIONS?

Submit A Claim Form	A detailed notice and claim form package contains everything you need. Just visit www.etf-settlement.com/ ___ to get one. To qualify for relief, you must send in a claim form.
Exclude Yourself	Get no payment or benefits from the settlement. This is the only option that allows you to ever be part of any other lawsuit against T-Mobile about any issues relating to the flat-rate ETF. You may exclude yourself from the class by submitting a written exclusion request addressed to [SETTLEMENT MAILING ADDRESS] by ___, 2009. The detailed notice at the website provides more information about how to exclude yourself.
Object	Write to the Court about why you do not like the settlement. The Court will hold a hearing in this case (<i>Milliron v. T-Mobile USA, Inc.</i> , No. 08-04149(JLL) (ES)) on ___, 2009, to consider whether to approve the settlement and the request by the lawyers representing Settlement Class Members for attorneys' fees and costs. To object to the settlement and/or the application for attorneys' fees and expenses, you must file a written notice of objection, together with a statement of your reasons with the Court, at the above address with a copy to class counsel listed below, by no later than ___, 2009. If you have filed such an objection, you also may appear at the hearing to explain your objection further.
Do Nothing	Get no payment or benefits from the settlement. Give up your right to ever be part of any other lawsuit against T-Mobile about any issues relating to the flat-rate ETF.

You may obtain more information about the settlement, including the settlement agreement and the Court's orders, by visiting www.etf-settlement.com, calling [SETTLEMENT PHONE NUMBER] or by writing the Settlement Administrator, c/o [SETTLEMENT MAILING ADDRESS]. You may also contact counsel for the class Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein, 5 Becker Farm Rd., Roseland, New Jersey 07068 or Freed & Weiss LLC at (312) 220-0000, www.FreedWeiss.com or by email at Info@FreedWeiss.com.

Please do not contact the Court or T-Mobile.

EXHIBIT F

**Important Notice from the United States District Court
for the District of New Jersey About a Class Action Settlement**
Para ver este aviso en espanol, visita www.etf-settlement.com/

If you paid or were charged a T-Mobile flat-rate early termination fee (“ETF”) from July 1999 to February __, 2009, or were subject to a T-Mobile flat-rate ETF on February __, 2009, you could get benefits from a settlement.

A proposed settlement has been reached in a class action alleging that the T-Mobile flat-rate ETF (generally \$200) is unlawful. **The sole purpose of this notice is to inform you of the settlement so that you may decide what to do about it.**

If the settlement is approved, class members who submit Claim Forms may receive monetary or other benefits. You may also choose to exclude yourself from, or object to, the settlement.

For a full description of the settlement, related Court documents, and deadlines and forms, please visit www.etf-settlement.com. Claim forms are due _____, 2009. Requests to exclude yourself from the settlement are due _____, 2009, and any objections to the settlement are due _____, 2009. You can get a Claim Form at www.etf-settlement.com/____, by calling [SETTLEMENT PHONE NUMBER] or by writing the Settlement Administrator, c/o [SETTLEMENT MAILING ADDRESS]. Questions may also be directed to Class Counsel, Freed & Weiss LLC, by calling (312) 220-0000 or by email at Info@FreedWeiss.com.

Please do not contact T-Mobile or the Court about this settlement.

EXHIBIT G

ESCROW AGREEMENT

This escrow agreement (the "Escrow Agreement"), dated ____, 2009, by and among (a) defendant T-Mobile USA, Inc. ("T-Mobile"), (b) Class Counsel on behalf of the ETF Payer Class and the Subscriber Class, and (c) [BANK] as escrow agent (the "Escrow Agent") is entered into in connection with the Stipulation and Agreement of Settlement dated ____, 2009 ("Settlement Agreement"). All capitalized terms not otherwise defined herein shall have the same meaning as they have in the Settlement Agreement.

WHEREAS, the Parties, by and through their respective counsel, have entered into the Settlement Agreement wherein, subject to final approval of the United States District Court for the District of New Jersey (the "Court") and other terms and conditions set forth therein, they agreed, *inter alia*, to the dismissal of the Action with prejudice and to the Releases set forth in the Settlement Agreement in exchange for, *inter alia*, payment by T-Mobile of Eleven Million, Five Hundred Thousand Dollars (\$11,500,000) and the provision of Two Million Dollars (\$2,000,000) in non-cash compensation.

WHEREAS, the parties hereto are entering into this Escrow Agreement in order to effectuate certain of the terms of the Settlement Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and considerations therein, the parties agree as follows:

1. Deposit in Escrow

Pursuant to and in accordance with the terms and conditions of the Settlement Agreement, T-Mobile will place Two Million, Five Hundred Thousand Dollars (\$2,500,000) (the "Initial Escrow Amount") into the Escrow Account within ten (10) days of preliminary approval of the Settlement Agreement by the Court, T-Mobile will place an additional Four Million, Five Hundred Thousand Dollars (\$4,500,000) into the Escrow Account within ninety (90) days of

preliminary approval of the Settlement Agreement by the Court, and T-Mobile will place an additional Four Million, Five Hundred Thousand Dollars (\$4,500,000) into the Escrow Account within ten (10) days of final approval of the Settlement Agreement by the Court. Class Counsel on behalf of the ETF Assessed Class and the Subscriber Class hereby confirms that the aggregate amount, Eleven Million, Five Hundred Thousand Dollars (\$11,500,000), satisfies T-Mobile's entire monetary obligation under the Settlement Agreement.

2. Interest and Investments

2.1 The Escrow Agent shall cause all funds in the Escrow Account to be invested in short term instruments backed by the full faith and credit of the United States government or fully insured by the United States government or an agency thereof, or any mutual fund whose holdings consist solely of securities of the United States government, and shall reinvest the proceeds of the instruments as they mature in similar instruments at their then current market rates. The Escrow Agent shall not invest any portion of the Escrow Account in any debt obligation having a maturity in excess of ninety (90) days.

2.2 The Escrow Agent may cause to be sold or present for redemption any investment described in Section 2.1 above whenever it shall be necessary in order to provide funds to meet any payment required pursuant to this Escrow Agreement. The Escrow Agent shall not be liable or responsible for any loss resulting from such sale or redemption.

2.3 All interest and other earnings received on the Escrow Account shall accrue to the benefit of the Escrow Account. Any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from T-Mobile, which shall have no liability, obligation or responsibility of any kind in connection with the investment, disbursement, or other oversight of the Escrow Account.

3. Payment and Distribution

Except as otherwise ordered by the Court, the Escrow Agent is directed to hold and distribute the property of the Escrow Account in the following manner:

3.1 *Payment of Attorneys' Fees.* Within fifteen (15) business days of the Escrow Agent's receipt from Class Counsel of written notice, showing a copy having been previously served upon T-Mobile's Counsel, that (1) the Court has entered the Final Approval Order in conformity with the terms of the Settlement Agreement and (2) the Court has approved the Fee and Cost Application in conformity with the terms of the Settlement Agreement effectuating the foregoing, the Escrow Agent shall pay from the Escrow Account the amounts ordered by the Court for attorneys' fees and costs, to the extent, in the manner, and to the persons described in the Court's order.

3.2 *Payment of Notice and Administration Costs.* Pursuant to written instructions from Class Counsel, with copies sent to T-Mobile's Counsel, the Escrow Agent shall periodically remit payments to the Settlement Administrator for notice and administration expenses.

3.3 *Settlement Payments and Allocation.* After the Settlement Agreement becomes Final, the balance of funds remaining in the Escrow Account after the disbursement of the amounts referenced in Sections 3.1, 3.2 and 3.3 above shall be distributed in accordance with the Plan of Allocation of Settlement Proceeds as approved and/or modified by the Court and with any subsequent order of the Court concerning the distribution of the funds remaining in the Escrow Account.

4. Termination of the Escrow Agreement

4.1 If a Party elects to terminate the Settlement Agreement pursuant to the terms thereof, the Party shall serve a copy of the Termination Notice by facsimile and/or personal delivery upon the Escrow Agent and Settlement Administrator at the same time the Termination Notice is served on the Parties' counsel.

4.2 Upon receipt of the Termination Notice, the Escrow Agent shall immediately cease any disbursement or payment from the Escrow Account. Within ten (10) days of its receipt of the Termination Notice, the Escrow Agent shall provide an accounting of all disbursements or payments from the Escrow Account through the date of the Termination Notice, and of any unpaid expenses, costs, taxes or other liabilities of the Escrow Account that had accrued through the date of the Termination Notice.

4.3 Subject only to the expiration of any time deposit investment(s) not to exceed ninety (90) days, the Escrow Agent shall return to T-Mobile within thirty (30) days of the Termination Notice all funds remaining in the Escrow Account including all interest and earnings thereon, less any unpaid expenses, costs, taxes and other liabilities of the Escrow Account that had accrued through the date of the Termination Notice.

5. Taxes & Regulations

5.1 The parties to this Escrow Agreement agree to treat the Escrow Account as being at all times a "qualified settlement fund" ("QSF") within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-5, 26 C.F.R. §§ 1.468B-1 through 1.468B-5. The Escrow Agent shall be deemed the "administrator" for purposes of Treas. Reg. § 1.468B. The Escrow Agent shall timely take all steps necessary for qualifying the Escrow Account as a QSF within the meaning of the regulations. These obligations include, without limitation, the following:

- a. Preparing and filing a "Regulation Section 1.468B-3 Statement" on behalf of T-Mobile;
- b. Preparing and filing on behalf of the Escrow Account federal tax returns in accordance with Section 1.468B-2 of the regulations and other provisions of the Internal Revenue Code of 1986, as amended, and all necessary state, local and foreign tax returns;
- c. Preparing and attaching to the Escrow Account's income tax return a "Regulation Section 1.468B-1 Relation Back Election" pursuant to Treasury Regulation Section 1.468B-1(j) for execution by the Escrow Agent and T-Mobile.

5.2 Notwithstanding any effort or failure of the Escrow Agent and the parties hereto to treat the Escrow Account as a QSF effective as of the date hereof, any additional tax liability (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Escrow Account, including any taxes or tax detriments that may be imposed on T-Mobile, shall be reimbursed from the Escrow Account upon T-Mobile's written request to the Escrow Agent. The Escrow Agent is authorized to withdraw from the Escrow Account (i) monies to pay all applicable federal and state taxes which the Escrow Account owes or is estimated to owe; (ii) any reimbursements payable to T-Mobile as described in this Section 5.2, and (iii) all expenses and costs incurred in connection with the operation and implementation of Section 5.

6. Miscellaneous

6.1 The Escrow Agent shall provide to the Parties, within forty-five (45) days after the payment of the Initial Escrow Amount into the Escrow Account, and monthly thereafter, a statement of receipts and disbursements, and property on hand pertaining to the Escrow Account.

6.2 The Escrow Agent's acceptance and administration of the Initial Escrow Amount shall constitute submission to the jurisdiction of the Court for the purposes of carrying out this

Escrow Agreement and with respect to all disputes or claims relating to or arising out of the same and an agreement to comply with all directions of the Court.

6.3 This Escrow Agreement shall be governed by and interpreted according to substantive laws of New Jersey, without reference to choice-of-law principles.

6.4 Copies of all notices and correspondence sent pursuant to this Escrow Agreement shall be served by fax (or such other method as all counsel listed below mutually agree) upon the Escrow Agent and the following:

- a) for Class Counsel, to James E. Cecchi, Esq., Carella, Byrne, Bain, Gilfillan, Cecchi, Stewart & Olstein, 5 Becker Farm Rd., Roseland, New Jersey 07068;
- b) and for Defendants' Counsel, to Christopher B. Hockett, Esq., Davis Polk & Wardwell, 1600 El Camino Real, Menlo Park, California 94025

6.5 The parties reserve the right to modify this Escrow Agreement upon written agreement of all parties other than the Escrow Agent, except any modification which shall affect the duties and responsibilities of the Escrow Agent may be made only upon agreement of all parties including the Escrow Agent.

6.6 All fees, expenses and costs incurred in connection with the creation and administration of the Escrow Account shall be reimbursed from the Escrow Account and shall be deemed costs of administering the Settlement Agreement within the meaning thereof.

6.7 This Escrow Agreement may be executed in one or more counterparts, and transmitted among the parties hereto by facsimile transmission, and such counterparts and facsimile transmissions shall be valid and effective as if an original.

[Signatures]

EXHIBIT H

Acknowledgement & Guarantee

I, the undersigned, acknowledge and agree as follows:

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Debbie Milliron, on behalf of herself and all others similarly situated, Plaintiff, v. T-Mobile USA, Inc., Defendant*, United States District Court for the District of New Jersey, No. 08-04149 (JLL) (ES) ("Settlement Agreement") and understand its terms. I acknowledge that any amount received by me as attorneys' fees and/or costs pursuant to the Settlement Agreement plus interest accruing at a rate of one percent (1%) per annum is subject to repayment to T-Mobile in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the parties, I will reimburse to T-Mobile all sums received by me as attorneys' fees and costs pursuant to the Settlement Agreement plus interest accruing at a rate of one percent (1%) per annum. By receiving any such sums, I submit to the jurisdiction of the United States District Court for the District of New Jersey for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

Date:

By: _____

Acknowledgement & Guarantee

I, the undersigned, acknowledge and agree as follows on behalf of the firm of _____ (the "Firm")

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Debbie Milliron, on behalf of herself and all others similarly situated, Plaintiff, v. T-Mobile USA, Inc., Defendant*, United States District Court for the District of New Jersey, No. 08-04149 (JLL) (ES) ("Settlement Agreement") and understand its terms. I make this Acknowledgement & Guarantee on behalf of the Firm. Any amount received by the Firm plus interest accruing at a rate of one percent (1%) per annum is subject to repayment to T-Mobile in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the parties, the Firm will reimburse to T-Mobile all sums received by the Firm as attorneys' fees and costs pursuant to the Settlement Agreement plus interest accruing at a rate of one percent (1%) per annum. By receiving any such sums, the Firm and its shareholders and/or partners submit to the jurisdiction of the United States District Court for the District of New Jersey for the enforcement of any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement. I represent and warrant that I am authorized to execute this agreement on the Firm's behalf and to bind the firm to the obligations set forth herein.

Date:

By: _____

On behalf of _____

EXHIBIT I

Christopher B. Hockett
Neal A. Potischman
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Menlo Park, California 94025
650.752.2000
650.752.2111 (Fax)
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T-Mobile USA, Inc.

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312.220.0000
312.220.7777 (Fax)
Attorneys for Plaintiff

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

DEBBIE MILLIRON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

T-MOBILE USA, INC.,

Defendant.

Civil Action No. 08-04149 (JLL) (ES)

**CONFIDENTIALITY AGREEMENT
RELATING TO SETTLEMENT
AGREEMENT**

Class Representative Debbie Milliron (“Class Representative”), by and through her counsel of record; Defendant T-Mobile USA, Inc. (“T-Mobile”), by and through its counsel of record; and _____ (“Settlement Administrator”) hereby agree to provide confidential treatment to certain information in accordance with the terms set forth herein.

Definitions

All capitalized terms not otherwise defined herein shall have the definitions set forth in the “Stipulation and Settlement Agreement” entered into by and between Class Representative and Defendant in the above-entitled action.

“Confidential Information” shall include all information and documents provided to the Settlement Administrator by Defendant or counsel for Defendant for the purpose of administering the Settlement as well as any information, documents, or reports containing or derived from such information and documents. Any information contained in the Settlement Agreement itself or any other publicly-filed documents shall not be considered Confidential Information.

Disclosure of Confidential Information

Confidential Information shall be used solely for the purpose of administering the Settlement and shall not be used or disclosed for any other purpose whatsoever. Unless Defendant grants written permission or directs otherwise, Confidential Information may be disclosed only to:

1. The Settlement Administrator’s officers, employees, and agents as necessary to carry out the Settlement Administrator’s duties in connection with the Settlement;

2. Class Counsel, as required by the Settlement Agreement; and
3. If requested by the Court, the Court and its staff. The Parties shall take all necessary steps to preserve the confidentiality of Confidential Information submitted to the Court, including but not limited to lodging or filing the Confidential Information under seal.

If the Settlement Administrator receives notice of a subpoena, court order, or request in any other form seeking access to Confidential Information, the Settlement Administrator shall immediately notify counsel for Defendant prior to disclosing any Confidential Information. If Defendant does not consent, in writing, to disclosure by the Settlement Administrator, Defendant shall have the option to (1) provide attorneys at its expense to protect the confidentiality of the Confidential Information, or (2) reimburse the Settlement Administrator for any out-of-pocket costs, including attorneys' fees, reasonably incurred in protecting the confidentiality of the Confidential Information.

If the Settlement Administrator is required, pursuant to a court order or valid process, to produce or disclose Confidential Information notwithstanding this agreement, the Settlement Administrator will not be liable for its compliance with its obligations in this regard.

Nothing herein shall limit the Defendant's own use of Confidential Information.

Conclusion of Settlement

Within thirty (30) calendar days of the conclusion of the administration of the Settlement, the Settlement Administrator and Class Counsel shall assemble all

Confidential Information in their possession, shall either (1) return such Confidential Information to Defendant, or (2) destroy such Confidential Information and provide written confirmation of such destruction, and shall provide written confirmation to counsel for Defendant that all such Confidential Information has been returned or destroyed. The terms of this confidentiality agreement shall continue after the conclusion of the administration of the Settlement.

Limitation of Publicity

Class Counsel shall not make any press release or other form of public announcement, including but not limited to an announcement on their respective law firm websites or any other websites controlled by them, regarding the settlement of the Action. Notwithstanding the foregoing, Class Counsel may, until sixty (60) days after the Court has entered the Final Approval Order and Judgment, include a notice on their respective law firm websites that a settlement regarding T-Mobile's Flat-Rate ETF provisions was reached along with (a) a hyperlink to the settlement website, and (b) contact information for Class Counsel so that class members can inquire about the settlement.

DATED: ____, 2009

DAVIS POLK & WARDWELL

By: _____
CHRISTOPHER B. HOCKETT

DATED: ____, 2009

LOWENSTEIN SANDLER, PC

By: _____
GAVIN ROONEY

Attorneys for Defendant

DATED: ____, 2009

**CARELLA BYRNE BAIN
GILFILLAN CECCHI STEWART
& OLSTEIN, PC**

By: _____
JAMES E. CECCHI

DATED: ____, 2009

FREED & WEISS LLC

By: _____
PAUL M. WEISS

DATED: ____, 2009

SEEGER & WEISS LLP

By: _____
STEPHEN A. WEISS
Attorneys for Class Representative

DATED: ____, 2009

[CONSULTING FIRM]

By: _____