

IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS

3 Division

FILED
SALINE COUNTY
CIRCUIT CLERK
2006 FEB 15 PM 3:59

**PETER ROSENOW, individually and
on behalf of a class of similarly situated persons**

PLAINTIFF
BY: MS

VS.

CASE NO. CV 2006 - 182-3

**ALLTEL CORPORATION and
ALLTEL COMMUNICATIONS, INC.**

DEFENDANTS

CLASS ACTION COMPLAINT

Comes now the Plaintiff, Peter Rosenow, individually and on behalf of a class of similarly situated persons, and for his Complaint against Alltel Corporation and Alltel Communications, Inc. (collectively referred to herein as, "Alltel" or "Defendants") hereby states as follows:

1. This is a class action complaint to remedy the Defendants' violations of Arkansas law for charging its cellular phone customers an "early termination fee" that is designed to penalize and hold its customers hostage.

2. Peter Rosenow is an adult resident who lives in Saline County, Arkansas. The Plaintiff is a proper person to serve as a representative of the putative class in this case.

3. Alltel Corporation is an Arkansas resident and maintains a principle place of business in Little Rock, Arkansas.

4. Alltel Communications, Inc. is an Arkansas corporation and maintains a principle place of business in Little Rock, Arkansas. For purposes of this pleading, these parties are referred to as "Defendants" or collectively as "Alltel." Alltel is in the business of, *inter alia*, providing telephone and wireless telephone service to its consumers. Alltel is the nation's fifth-

largest wireless communications services provider and has over 12 million wireless customers in over 30 states.

FACTUAL ALLEGATIONS

5. Approximately five years ago, the Plaintiff secured cellular telephone service from the Defendants at the Defendants' branch office in Saline County, Arkansas.

6. On or around July 18, 2005, the Plaintiff cancelled his cellular service with the Defendants in order to start service with a new provider.

7. The Plaintiff terminated service with the Defendants because, *inter alia*, of dissatisfaction with the Defendants' service.

8. Upon the cancellation of his service, the Defendants imposed an early termination fee of \$200.00 upon the Plaintiff's account. **Exhibit A.**

9. The Plaintiff protested the imposition of this fee.

10. The Plaintiff refused to pay the early termination fee and sought information from the Defendants about the fee. **Exhibit B.**

11. The Plaintiff also requested a copy of any and all contracts between himself and the Defendants. **Exhibits B & C.**

12. The Defendants refused to provide the Plaintiff with a copy of any alleged contract which would justify the imposition of an early termination fee. **Exhibit D.** Specifically, the Defendants stated that "[w]e are not obligated to provide copies of the contracts." **Exhibit D.**

13. The Defendants typically refuses to provide customers with copies of their contracts when the customers request those documents after the point of sale.

14. Based on good faith knowledge and belief, the Plaintiff never signed any contract or otherwise agreed to pay any early termination fee to the Defendants.

15. After imposing the early termination fee, the Defendants added additional fees, including a “late payment fee” to the Plaintiff’s account after the Plaintiff had advised the Defendants that he protested the fee and did not intend to pay it. **Exhibit A.**

16. The Defendants continued to dun the Plaintiff for payment of the early termination fee, plus additional fees for late fees and taxes. **Exhibit E.**

17. On or around October 17, 2005, the Plaintiff paid the Defendants’ fees under protest because the Plaintiff feared that the Defendants would take legal action against him or would report adverse information against his credit. **Exhibit F.**

18. The Defendants routinely imposes early termination fees to its customers’ accounts, charges late fees and taxes, and takes legal action against customers to collect unpaid balances.

19. As of the date of the filing of this Complaint, the Defendants has failed to produce any contract or document—save the bills it has sent to the Plaintiff—to demonstrate that the Plaintiff agreed to pay an early termination fee.

20. The Defendants was not damaged and did not suffer any actual damages when the Plaintiff terminated his cell phone service.

21. Customers who have used Defendants’ services for years are assessed an early termination fee if they cancel service, even if they do not have a written contract with Alltel.

22. The early termination fee which the Defendants imposes on its customers exceeds the measure of just compensation or any alleged actual damages which may result when a customer terminates service with the Defendants.

23. Alltel’s early termination fees are among the highest in the wireless industry.

24. Alltel refers to its early termination fee as a “penalty” and indeed uses it as a mechanism to penalize customers who terminate Alltel’s service for any reason.

CAUSES OF ACTION

COUNT I: VIOLATION OF THE ARKANSAS DECEPTIVE TRADE PRACTICES ACT

25. The Plaintiff re-alleges the foregoing Paragraphs as if set forth herein, word for word.

26. The Arkansas Deceptive Trade Practices Act (“DTPA”), Arkansas Code Annotated § 4-88-101, *et seq.*, is designed to protect consumers from deceptive, unfair and unconscionable trade practices. The DTPA is a remedial statute which is to be liberally construed in favor of consumers.

27. The Defendants’ exaction of an early termination fee is unfair, deceptive and unconscionable for one or more of the following reasons:

- (a) The Defendants has no basis for charging an early termination fee in any instance;
- (b) The Defendants charge an early termination fee even to customers who do not have any contractual obligation to pay an early termination fee;
- (c) The Defendants charge an early termination fee even in instances where a customer cancels service because Alltel has failed to perform by providing appropriate coverage or service;
- (d) The early termination fee is an illegal penalty;
- (e) The early termination fee is not reasonably related to any actual expenses or damages incurred by the Defendants;
- (f) There is no legitimate basis for imposing the early termination fee;
- (g) The early termination fee is imposed beyond the term of the alleged cancellation period;

- (h) The early termination fee is merely an effort by Alltel to exact additional amounts of profits from its customers;
- (i) The early termination fee is imposed to discourage consumers from canceling or transferring their service in instances where the consumers could get better rates from the Defendants' competitors;
- (j) The early termination fees are imposed to discourage the Defendants' customers from canceling or transferring service in instances where the customers are dissatisfied with the Defendants' rates or service;
- (k) The early termination fee is imposed in a deceptive manner through boilerplate language on the reverse side of billing statements and on the Defendants' website;
- (l) The early termination fee is not supported by any consideration on the part of the Defendants' customers;
- (m) The early termination fee is imposed unfairly;
- (n) The fee is not conspicuously and clearly disclosed to all customers;
- (o) The fee is not a valid liquidated damages provision because it is not reasonably related to any actual or anticipated losses sustained by the Defendants;
- (p) The fee is misleading because its actual purpose is to exact additional revenue from customers instead of to compensate the Defendants for any actual losses allegedly incurred by a customer's cancellation of service;
- (q) The early termination fee has no reasonable basis in light of any alleged inconvenience or nonfeasibility of the Defendants in otherwise obtaining a remedy against customers;
- (r) The early termination fee is used to increase the alleged balance owed by customers through the addition of other charges such as "late payment fees" and taxes on the amount of the fee;
- (s) The early termination fee is unreasonable;
- (t) The early termination fee is unconscionable;
- (u) The early termination fee obligation is unjustly imposed on existing customers whenever they "upgrade" their services or purchase new equipment even though the customers do not execute a new contract (or any contract) with the Defendants;
- (v) The early termination fee is actually a disincentive for the Defendants to provide

adequate customer service or to promptly respond to customers' concerns because the Defendants can simply collect the early termination fee as a windfall if customer decides to cancel or transfer his service to another cellular provider;

- (w) The Defendants impose an early termination fee even when the Defendants is responsible for failure of performance; and
- (x) The early termination fee defeats the benefits of the customer's portability of his or her cell phone number to another provider; and

28. The Defendants also routinely refuse to provide its customers with copies of their contracts. This practice is also deceptive and unfair to consumers.

29. The Plaintiff and his class are entitled to judgment against the Defendants for their actual damages, attorneys' fees and costs of litigation.

COUNT II: *UNJUST ENRICHMENT*

30. The Plaintiff hereby re-alleges the foregoing Paragraphs as if set forth herein, word for word.

31. The Defendants routinely and systematically impose the early termination fee on its customers any time customers attempt to cancel or transfer their cellular service from the Defendants.

32. The Defendants impose the early termination fee even in instances where the customer cancels service because the Defendants have failed to properly perform as promised.

33. The early termination fee is often imposed by the Defendants on the basis that the customer "agreed" or "consented" to the fee because of boilerplate language in the Defendants' bills or on its website.

34. The Defendants routinely refuse to provide customers with a copy of their service agreements at the request of the customers.

35. When the Defendants impose an early termination fee, it attempts to collect additional fees, in the form of late payment fees, taxes and interest, on the early termination fee. Therefore, the \$200.00 early termination fee typically results in an even higher debt which the Defendants ultimately impose on the consumer.

36. The early termination fee does not reflect any actual expense or loss incurred by the Defendants when a customer decides to cancel cellular service.

37. The early termination fee is not a valid liquidated damages provision because it bears no reasonable relationship to the anticipated or actual losses that the Defendants sustain as a result of customer who cancel or transfer their service.

38. The early termination fee is unreasonable because it is not based on any inconvenience or nonfeasability for otherwise obtaining an adequate remedy by the Defendants.

39. The early termination fee is void as a penalty.

40. The Defendants' early termination fee is misleading and unfair because the Defendants do not disclose to consumers that the Defendants' actual purpose in levying the fee is to enhance revenues instead of to recover damages allegedly resulting from a customer's termination of cellular service.

41. The early termination fee is a mechanism for the Defendants to restrict its customers from considering service with Defendants' competitors or otherwise canceling their service with the Defendants.

42. The early termination fee is merely a device which allows the Defendants to exact additional revenue from customers.

43. The early termination fee bears no relationship to any rate or service provided by the Defendants but is merely a penalty to the consumer which results in an unjustified profit for the Defendants.

44. The Defendants' conduct of imposing and collecting early termination fees from its customers constitutes unjust enrichment. The Defendants' conduct of collecting additional fees triggered by the imposition of early termination fees also constitutes unjust enrichment.

45. Many of the Defendants' customers, like the Plaintiff, have protested, objected to, and lodged complaints about the imposition of the early termination fee. However, the Defendants continue to charge and collect this fee on a routine basis.

46. The Defendants should disgorge the unjust enrichment they have received at the hands of Arkansas consumers.

47. The Plaintiff and the members of his class who have paid the early termination fee and any related charges are entitled to damages in the form of a refund of these amounts.

48. The Plaintiff and the members of his class are entitled to judgment for their reasonable attorneys' fees and costs of litigation.

CLASS ACTION ALLEGATIONS

49. The Plaintiff hereby re-alleges and incorporates the foregoing Paragraphs, as if set forth herein, word for word.

A. TYPICALITY

50. The Plaintiff's claims described herein are typical of the transactions between the Defendants and its other customers.

51. The Defendants use boilerplate language in adhesion agreements and routinely imposes the early termination fee on its customers who cancel their cellular service.

52. The Defendants purport to justify the imposition of early termination fees through uniform, boilerplate language in adhesion contracts, billing statements or its website.

53. The Defendants' practices in imposing the early termination fee are uniform and consistent.

B. COMMONALITY

54. The Plaintiffs' claims raise issues of fact or law which are common to the members of the putative class. These common questions include, but are not limited to the following:

- (a) whether the early termination fee is a penalty;
- (b) whether the early termination fee constitutes improper liquidated damages;
- (c) whether the early termination fee should be collected from any customers;
- (d) whether the early termination fee should be collected from customers who cancel service because of the Defendants' failure to perform;
- (e) whether the early termination fee is reasonable in light of any actual or anticipated loss to the Defendants;
- (f) whether the early termination fee is imposed against customers who have no existing written contract with the Defendants;
- (g) whether the early termination fee is supported by consideration;
- (h) whether the early termination fee is reasonable;
- (i) whether the early termination fee is unreasonably large;
- (j) whether the early termination fee is justified by the Defendants' difficulties of proof of loss and the inconvenience or nonfeasibility of otherwise obtaining a remedy;
- (k) whether the Defendants can impose an early termination fee as a new term when its customers "upgrade," change the terms of their contracts or purchase new equipment even though the customers do not sign any contract agreeing to this new term;

- (l) whether the Defendants' practices as described in COUNT I constitute violations of the Arkansas DTPA; or
- (m) whether the Defendants' uniform practices as described herein otherwise violate Arkansas law.

55. These issues are common among all putative class members and predominate over any issues affecting individual members of the putative class.

C. NUMEROSITY

56. The Defendants operate branch offices throughout Arkansas.

57. The Defendants have engaged in hundreds or thousands of transactions with consumers at its Arkansas locations.

58. Hundreds of Arkansas consumers have complained about and objected to the Defendants' early termination fees.

59. The members of the class and subclasses are so numerous that joinder of all members is impracticable.

D. SUPERIORITY

60. The individual claims of putative class members are relatively small. Each class member's individual claim for relief is considerably less than that required for federal diversity of citizenship jurisdiction.

61. A class action is superior to other available methods of relief for the fair and efficient adjudication of the claims raised herein.

62. In the absence of class-action relief, the putative class members would be forced to prosecute hundreds or thousands of similar claims in different jurisdictions and venues. The prosecution of these claims as a class action will promote judicial economy. The claims raised herein are well-suited for class-action relief.

63. If the Defendants' early termination fee was unlawfully charged to the Plaintiff, then it was unlawfully charged to the members of the putative class or potential subclasses.

64. Resolving the legal claims raised by the Defendants' uniform and consistent exaction of an early termination fee from its customers is appropriate under Rule 23. This would benefit both the putative class and the Defendants through a single resolution of similar or identical questions of law or fact.

E. ADEQUACY

65. The Plaintiff is interested in the outcome of this litigation and understands the importance of adequately representing the class.

66. The Plaintiff will fairly and adequately protect the interests of the class and subclasses sought to be certified in this case.

67. Class counsel are experienced in class-action and complex consumer litigation and are qualified to adequately represent the class.

68. This case satisfies the requirements of Rule 23 of the Arkansas Rules of Civil Procedure and should be certified as a class action.

F. CLASS DEFINITION

69. The proposed class is defined as follows:

All Arkansas residents, excluding Defendants' employees, who have paid the Defendants' early termination fee within the last five years immediately preceding the date of the filing of the Complaint up through and including the date of the judgment in this case.

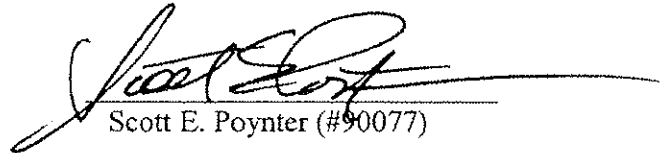
JURY DEMAND

70. The Plaintiff reserves the right to amend this pleading as allowed by the Arkansas Rules of Civil Procedure and hereby demands a trial by jury.

WHEREFORE, the Plaintiff prays that he be granted the individual and classwide relief requested herein, that this case be certified as a class action pursuant to Rule 23 of the Arkansas Rules of Civil Procedure, that he and the class be granted judgment, that the Court declare the Defendants' early termination fees to be void, that the Defendants be ordered to notify all class members that have been charged the termination fee and associated late fees and taxes illegally, to extinguish all such charges on the accounts of the class, to notify all credit agencies to whom the Defendants reported the illegal charges that they were determined to be illegally charged and should be eliminated from the credit reports of the class, and to refund to the plaintiff and the class any and all early termination fees and other fees associated thereto that have been collected by Defendants, that they be awarded judgment for their reasonable attorneys' fees and costs of litigation, that they be afforded a trial by jury, and for any and all other just and proper relief to which they may be entitled.

Respectfully submitted,

EMERSON POYNTER LLP



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ATTORNEYS FOR PLAINTIFF

EXHIBIT A



FINAL BILL # 2005-1 AUG 15 2005



86944232D
#7500047985560
PETER ROSENOW
2818 BIRCH ST
BENTON AR 72018-8122



BILL DATE	August 08, 2005
ACCOUNT NUMBER	7500047985-560
PAYMENT DUE	UPON RECEIPT
TOTAL AMOUNT DUE	\$ 226.37

Your Account Summary

Previous Balance -	\$98.00
Payments Received through August 8, 2005	\$98.00 CR
Adjustments Applied through August 8, 2005	\$200.00
Past Due Balance *	\$200.00
Total Current Charges	\$26.37
TOTAL AMOUNT DUE - UPON RECEIPT	\$226.37

* Past due payment must be made upon receipt of this bill to avoid service interruption. Refer to payment options below.

Manage your account at
alltel.com

- View and pay your bill
- Check your minutes of use
- View rate plan information
- Reset wireless voice mail password
- View phone and user guide
- Change billing address

Payment options:

- By Mail: P.O. Box 9001905
Louisville, KY 40290-1905
- Automatic debit: Go to alltel.com
and register under My Account
- Dial #PAY (#729) from your
wireless phone
- Call 1 (800) 672-2051

Billing questions?
Call for assistance.

Hours of Operation:
Mon.-Fri. 7am-10pm, Sat. 8am-6pm
• 1 (800) 255-8361
• *611 from your wireless phone

See reverse side for correspondence address

Please detach here and return with remittance



PETER ROSENOW
2818 BIRCH ST
BENTON AR 72018-8122

BILL DATE	August 08, 2005
ACCOUNT NUMBER	7500047985-560
PAYMENT DUE	UPON RECEIPT
TOTAL AMOUNT DUE	\$ 226.37
AMOUNT ENCLOSED	

(801)883-1818

Check here for address change or comments.
Please write on reverse side.



ALLTEL
P.O. BOX 9001905
LOUISVILLE, KY 40290-1905

600056000000750004798590508080000002263756



CORRESPONDENCE ADDRESS
PLEASE DO NOT SEND PAYMENTS
 Building 4, Fifth Floor
 One Alltel Drive
 Little Rock, AR 72202-3600

Customer Information

Terms: This bill reflects the charges incurred by you during your most recent billing period for the services provided to you by ALLTEL. These services are subject to ALLTEL's terms and conditions, which are found on the back of your customer service agreement and at www.alltel.com. By paying this bill, you acknowledge that you are bound by these terms and conditions. Billing is in advance or arrears based on selected services. The minimum service period is 30 days. A past due amount is due upon receipt of your bill. Late payment fees may be applied to the total amount carried forward as of your next billing date.

Explanation of Charges: Detailed information about Taxes, Surcharges and Fees imposed by a governmental entity or by us can be obtained by contacting Customer Service or by visiting www.alltel.com. Select Customer Service and go to the FAQs. Look for the "Taxes, Surcharges and Fees" link under the Billing and Payment section.

Payments: When you send us a check as payment, you authorize us to clear your check electronically. This electronic transaction will appear on your bank statement although your check will not be presented to your financial institution or returned to you. Any resubmission due to insufficient funds may also occur electronically. Please be aware that all checking transactions will remain secure and payment by check constitutes acceptance of these terms.

eCheck Authorization: 8487 By entering this 4-digit code when paying by phone, I hereby authorize ALLTEL and the financial institution designated by me to charge the account I have specified for payment of my ALLTEL services. I understand that a fee will be charged to my ALLTEL account for each request returned unpaid. If two requests are returned unpaid, I will be excluded from this option. In addition, I understand that ALLTEL and the financial institution reserve the right to terminate this payment option. This authorization can be revoked by notifying ALLTEL at the customer service number listed on my bill prior to 4:00 P.M. CST on my specified payment date.

Important Messages

Messaging rates are changing on September 1, 2005. Please see the last page of your bill for details.

Please detach here and return with remittance

A250088 050607 Y

Address Change or Comments?

Change of Address Effective Date: ___ / ___ / ___

Name: _____

Attention: _____

New Address: _____ Apt/Suite: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

Comments: _____



Account Summary

Previous Charges

Previous Balance as of 08/08/05		\$98.00
Payments and Adjustments		
Thank you for your payment - 07/15/05	\$98.00 CR	
Early Disconnect Penalty - 07/18/05	\$200.00	
Total Payments and Adjustments		\$102.00
Past Due Balance		\$200.00

Current Charges for the Account

Late Payment Fee	\$3.00	
State USF	\$3.40	
Federal Tax	\$6.19	
State Tax	\$12.00	
County Tax	\$7.75	
Total Charges for the Account		\$28.34

Current Charges for all Subscribers

Monthly Service Charges	\$1.00	
Other Charges and Credits	\$0.03	
Total Charges for all Subscribers		\$1.03
TOTAL BALANCE DUE		\$228.37

Current Charges for All Subscribers

	Local Airline Used	Monthly Service Charges	Other Charges & Credits	Taxes	Access Charges	Touch2Talk Usage Charges	Airtime & Dir. Assesl Charges	Long Distance Charges	Roaming Charges	Total
WIRELESS (801)883-1516 Eric Rosenow	0.0	\$1.00	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.03
WIRELESS (801)883-4822 Amy Rosenow	71.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WIRELESS (801)883-9031 Erline Rosenow	88.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	169.0	\$1.00	\$0.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.03

Please note that applicable surcharges and taxes on roaming are included in the "Roaming Charges" column above. They do not appear in the "Taxes" column.



WIRELESS
Eric Rosenow
(501)993-1516

Current Charges for (501)993-1516 \$1.03

Monthly Service Charges

Your Features:	Charges
Directory Assistance	\$.00
Unlimited M2M Free	\$.00
M2M Unlimited Local Freedom	\$.00
Nationwide Toll Free	\$.00
(Includes unlimited toll at \$0 per minute)	
Save Tool-300 Minute	\$1.00
(Includes 300 anytime minutes of local airtime)	
Unlimited Local Off Peak	\$.00
(Includes unlimited off-peak minutes of local airtime)	

TOTAL MONTHLY SERVICE CHARGES \$1.00

Other Charges and Credits

	Charges
PORT OUT FEE	\$.00
Federal USF	\$.03

TOTAL OTHER CHARGES AND CREDITS \$.03

Taxes

	Charges
TOTAL TAXES	\$.00

Current Usage Summary

	Included	Used	Overage	Rate	Charge
Family Local Freedom 1300 (07/08/05 - 07/18/05)					
Anytime	SHARED	.00	--	--	\$.00
Night/Weekend	UNLIMITED	.00	--	--	\$.00
Mobile-To-Mobile	UNLIMITED	.00	--	--	\$.00

TOTAL USAGE CHARGES \$.00

WIRELESS
Amy Rosenow
(501)993-4693

Current Charges for (501)993-4693 \$.00

Monthly Service Charges

Your Features:	Charges
Directory Assistance	\$.00
Unlimited M2M Free	\$.00
Nationwide Toll Free	\$.00
(Includes unlimited toll at \$0 per minute)	
Unlimited Local Off Peak	\$.00
(Includes unlimited off-peak minutes of local airtime)	

TOTAL MONTHLY SERVICE CHARGES \$.00

Other Charges and Credits

	Charges
PORT OUT FEE	\$.00

TOTAL OTHER CHARGES AND CREDITS \$.00

TOTAL MONTHLY SERVICE CHARGES \$.00

Other Charges and Credits

	Charges
PORT OUT FEE	\$.00

TOTAL OTHER CHARGES AND CREDITS \$.00

Current Usage Summary

	Included	Used	Overage	Rate	Charge
Family Local Freedom 1300 (07/08/05 - 07/18/05)					
Anytime	SHARED	1.00	--	--	\$.00
Night/Weekend	UNLIMITED	3.00	--	--	\$.00
Mobile-To-Mobile	UNLIMITED	67.00	--	--	\$.00

TOTAL USAGE CHARGES \$.00

Airtime Usage Detail

Date	Time	City, State	Number	Min	Type	Rate	Charge
1 07/09	8:05P	MALVERN, AR	501-467-8834	2.0	OP	0.00	0.00
2 07/09	8:07P	BRYANTCOLL, AR	501-847-2381	1.0	OP MM	0.00	0.00
3 07/09	8:13P	BRYANTCOLL, AR	501-847-2381	7.0	OP MM	0.00	0.00
4 07/12	8:14P	BRYANTCOLL, AR	501-847-2381	14.0	P MM	0.00	0.00
5 07/12	8:56P	MALVERN, AR	501-467-8834	1.0	P	0.00	0.00
6 07/12	7:00P	BRYANTCOLL, AR	501-847-2381	14.0	P MM	0.00	0.00
7 07/13	12:11P	BRYANTCOLL, AR	501-847-2381	7.0	P MM	0.00	0.00
8 07/18	8:32P	MALVERN, AR	501-467-8834	1.0	OP	0.00	0.00
9 07/18	8:45P	BRYANTCOLL, AR	501-847-2381	9.0	OP MM	0.00	0.00
10 07/18	8:11P	BRYANTCOLL, AR	501-847-2381	9.0	P MM	0.00	0.00
11 07/18	8:20P	BRYANTCOLL, AR	501-847-2381	1.0	P MM	0.00	0.00
12 07/18	8:20P	BRYANTCOLL, AR	501-847-2381	5.0	P MM	0.00	0.00

TOTAL LONG DISTANCE CHARGES \$.00

TOTAL AIRTIME & DIRECTORY ASSISTANCE CHARGES \$.00

WIRELESS
Erline Rosenow
(501)993-9031

Current Charges for (501)993-9031 \$.00

Monthly Service Charges

Your Features:	Charges
Directory Assistance	\$.00
M2M Unlimited Local Freedom	\$.00
Nationwide Toll Free	\$.00
(Includes unlimited toll at \$0 per minute)	
Unlimited Local Off Peak	\$.00
(Includes unlimited off-peak minutes of local airtime)	

TOTAL MONTHLY SERVICE CHARGES \$.00

Other Charges and Credits

	Charges
PORT OUT FEE	\$.00

TOTAL OTHER CHARGES AND CREDITS \$.00



Current Usage Summary

	Included	Used	Overage	Rate	Charge
Family Local Freedom 1306 (877)6608 - (877)8988					
Anytime	SHARED	23.00	--	--	\$ 0.00
Night/Weekend	UNLIMITED	11.00	--	--	\$ 0.00
Mobile-To-Mobile	UNLIMITED	64.00	--	--	\$ 0.00

TOTAL USAGE CHARGES \$ 0.00

Total Minutes Not Charged For Dropped Calls 1

Airtime Usage Detail

Date	Time	City, State	Number	Min	Type	Rate	Charge
1 07/08	3:10P	LITTLE ROCK, AR	501-862-1848	2.0	OP	0.00	0.00
2 07/08	3:21P	BRYANTCOLL, AR	501-847-2381	4.0	OP MM	0.00	0.00
3 07/08	6:10P	INCOMING	501-847-2381	2.0	OP MM	0.00	0.00
4 07/08	8:23P	INCOMING	501-847-2381	2.0	OP MM	0.00	0.00
5 07/08	8:23P	LITTLE ROCK, AR	501-371-8628	8.0	OP	0.00	0.00
6 07/08	8:38P	BRYANTCOLL, AR	501-847-2381	1.0	OP MM	0.00	0.00
7 07/08	8:51P	BRYANTCOLL, AR	501-847-2381	1.0	OP MM	0.00	0.00
8 07/08	9:34P	INCOMING	501-847-2381	1.0	OP MM	0.00	0.00
9 07/08	9:48P	LITTLE ROCK, AR	501-867-8834	1.0	OP	0.00	0.00
10 07/10	10:48P	INCOMING	501-867-8834	2.0	OP	0.00	0.00
11 07/11	12:02P	BRYANTCOLL, AR	501-847-2381	3.0	P MM	0.00	0.00
12 07/11	3:14P	BRYANTCOLL, AR	501-847-2381	1.0	P MM	0.00	0.00
13 07/11	3:18P	BRYANTCOLL, AR	501-847-2381	1.0	P MM	0.00	0.00
14 07/11	3:44P	BRYANTCOLL, AR	501-847-2381	1.0	P MM	0.00	0.00
15 07/11	4:13P	BRYANTCOLL, AR	501-847-2381	1.0	P MM	0.00	0.00
16 07/11	4:51P	MOBILE	501-877-5442	4.0	P MM	0.00	0.00
17 07/11	5:04P	BRYANTCOLL, AR	501-847-2381	1.0	P MM	0.00	0.00
18 07/11	5:28P	LITTLE ROCK, AR	501-862-1848	1.0	P	0.00	0.00
19 07/11	8:21P	INCOMING	501-818-8487	2.0	P	0.00	0.00
20 07/11	7:03P	BRYANTCOLL, AR	501-847-2381	5.0	P MM	0.00	0.00
21 07/11	8:55P	LITTLE ROCK, AR	501-224-5118	1.0	P	0.00	0.00
22 07/11	8:58P	LITTLE ROCK, AR	501-744-5708	2.0	P	0.00	0.00
23 07/11	8:59P	BRYANTCOLL, AR	501-847-2381	6.0	MP MM	0.00	0.00
24 07/12	8:31P	MOBILE	501-877-5442	2.0	P MM	0.00	0.00
25 07/12	7:13P	INCOMING	501-847-2381	8.0	P MM	0.00	0.00
26 07/13	1:37P	BRYANTCOLL, AR	501-847-2381	3.0	P MM	0.00	0.00
27 07/13	10:18P	BRYANTCOLL, AR	501-847-2381	2.0	OP MM	0.00	0.00
28 07/13	10:22P	BRYANTCOLL, AR	501-847-2381	1.0	OP MM	0.00	0.00
29 07/14	1:34P	BRYANTCOLL, AR	501-847-2381	2.0	P MM	0.00	0.00
30 07/14	10:08P	INCOMING	501-847-2381	3.0	OP MM	0.00	0.00
31 07/14	11:06P	BRYANTCOLL, AR	501-847-2381	4.0	OP MM	0.00	0.00
32 07/15	1:11P	INCOMING	501-371-8628	5.0	P	0.00	0.00
33 07/15	1:40P	BRYANTCOLL, AR	501-847-2381	2.0	P MM	0.00	0.00
34 07/15	2:48P	INCOMING	501-847-2381	2.0	P MM	0.00	0.00
35 07/15	8:03P	INCOMING	501-847-2381	2.0	OP MM	0.00	0.00
36 07/15	10:18P	BRYANTCOLL, AR	501-847-2381	0.0	OP MM	0.0	0.00
*Reflects One Minute Not Charged For Dropped Call							
37 07/16	3:04P	MALVERN, AR	501-867-8834	3.0	P	0.00	0.00
38 07/16	4:36P	BRYANTCOLL, AR	501-847-2381	1.0	P MM	0.00	0.00
39 07/18	4:37P	INCOMING	501-847-2381	2.0	P MM	0.00	0.00
40 07/18	8:08P	BENTON, AR	501-315-5615	1.0	P	0.00	0.00
41 07/18	8:10P	BENTON, AR	501-778-4327	2.0	P	0.00	0.00
42 07/18	8:54P	MALVERN, AR	501-867-8834	6.0	P	0.00	0.00

TOTAL LONG DISTANCE CHARGES \$ 0.00

TOTAL AIRTIME & DIRECTORY ASSISTANCE CHARGES \$ 0.00

WIRELESS RATE TYPES

- E = Evening
- N = Night
- IC = International Call Period
- DA = Directory Assistance
- MP = Multiple Rate Periods
- P = Peak
- MPK = Mobile-To-Mobile Peak
- MOP = Mobile-To-Mobile Off-Peak
- MW = Mobile-To-Mobile Weekend
- TN = Third Number
- CC = Calling Card
- CL = Collect
- TF = Toll Free
- SUR = Roamer Surcharge
- S = Station To Station
- SB = Super System Extended
- INCL = Minutes Included In Rate Plan
- WHD = Unsettled Weekend Calling
- C = Call Forwarding
- T = 3-Way Calling
- W = Call Waiting
- MM = Mobile To Mobile
- MOP = Mobile-To-Mobile Off-Peak
- D = Delivered Call
- V = Voicemail Dialed
- X = Fax Delivery
- CTH = Convert to Home
- LD = Long Distance
- FTR = Free to Roam



Notice of Change to Messaging Rates

Beginning September 1, customers on Pay Per Use plans will be charged 2¢ for each text message sent and received. Previously, Pay Per Use plan customers received a number of incoming text messages at no cost every month. Effective with the new text messaging rates, these free incoming messages will no longer be included on our Pay Per Use messaging plans.

Access Text and Messaging Package plan customers will also be charged 2¢ per message (sent or received) for messages that exceed their package plan as of September 1. Alltel continues to provide one of the lowest messaging rates in the industry. It is important to us to keep our rates affordable, simple and competitive.

With an Access Messaging Pack from Alltel, you can send and receive text, picture and video messages for one great price (capable phone required). Packages start as low as \$5.99 per month, and if you use all your messages, you pay less than 2¢ each! It's practical. It's flexible. It's easy. Pick a pack today!

Simply visit an Alltel location, go to alltel.com or call 1-800-alltel-1 (1-800-255-8351) for more information.

22

EXHIBIT B

ARNOLD, BATSON, TURNER & TURNER, P.A.
ATTORNEYS AT LAW

501 Crittenden Street
Post Office Box 480
Arkadelphia, AR 71923-6139

Tel: 870/246-9844
Fax: 870/246-9845
www.ArnoldBatsonTurner.com

August 30, 2005

Alltel
P.O. Box 9001905
Lewisville, KY 40290-1905

Alltel
P.O. Box 8130
Little Rock, AR 72203-8130

RE: Peter Rosenow
Acct. No. 7500047985-560

Dear Sir or Madame:

Our firm represents Peter Rosenow in connection with the above-referenced account. I am writing on behalf of Mr. Rosenow to request a copy of his most recent contract with your company. I also request an explanation for the current "total amount due" as reflected on Mr. Rosenow's last bill from you dated August 8, 2005. Enclosed with this letter you will find an authorization for release of records which has been executed by Mr. Rosenow. If you have any questions about this matter, you should contact me. In the meantime, please refrain from contacting Mr. Rosenow until this matter has been resolved.

Sincerely,


Todd Turner
TT amr

enclo.

cc: Peter Rosenow

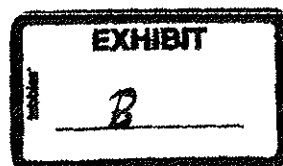


EXHIBIT C

ARNOLD, BATSON, TURNER & TURNER, P.A.
ATTORNEYS AT LAW

581 Crittenden Street
Post Office Box 480
Arkadelphia, AR 71923-6139

Tel: 870/246-9844
Fax: 870/246-9845
www.ArnoldBatsonTurner.com

September 22, 2005

Alltel
P.O. Box 9001905
Lewisville, KY 40290-1905

Alltel
P.O. Box 8130
Little Rock, AR 72203-8130

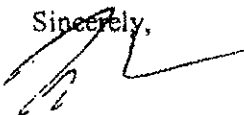
RE: Peter Rosenow
Acct. No. 7500047985-560

Dear Sir or Madame:

This letter is in follow up to our letter to you of August 30, 2005 advising that we represent Peter Rosenow. This is our second request that you provide us with a copy of Mr. Rosenow's contract or any other document which you contend obligates Mr. Rosenow to pay the amounts identified in the last two bills he has received from your company.

If you have any questions about this, do not hesitate to let me know.

Sincerely,



Todd Turner
TT/amr

enclo.

cc: Peter Rosenow



EXHIBIT D



One Allied Drive
1269-B5F03-B
Little Rock, AR 72202
501-905-4943 Ph.
501-905-6306 Fax

November 4, 2005

Arnold, Batson, Turner & Turner, P.A.
Attorneys at Law
Attn: Todd Turner
501 Crittenden St.
P.O. Box 480
Arkadelphia, AR 71923

RE: Peter Rosenow
Acct No: 7500047985

Dear Mr. Turner:

We are in receipt of your letter dated September 22, 2005 requesting a copy of Mr. Rosenow's contract. We are not obligated to provide copies of the contracts.

Unless we hear further from you or Mr. Rosenow we consider this matter resolved. Should you have any questions, please don't hesitate to call.

Sincerely,

Angie Bowden
Corporate Financial Services



EXHIBIT E



MSWNGZPD
 #750004798510080# 010288 01 AV 0.278 0048
 PETER ROSENOW
 2816 BIRCH ST
 BENTON AR 72015-8122

BILL DATE	October 08, 2005
ACCOUNT NUMBER	7500047985-560
PAYMENT DUE	UPON RECEIPT
TOTAL AMOUNT DUE	\$ 229.87

Your Account Summary

Previous Balance	\$229.87
Payments Received through October 8, 2005	\$.00
Past Due Balance *	\$229.87
Total Current Charges	\$.00
TOTAL AMOUNT DUE - UPON RECEIPT	\$229.87

* Past due payment must be made upon receipt of this bill to avoid service interruption. Refer to payment options below.

Manage your account at
alltel.com

- View and pay your bill
- Check your minutes of use
- View rate plan information
- Reset wireless voice mail password
- View phone and user guide
- Change billing address

Payment options:

- By Mail: P.O. Box 9001905
 Louisville, KY 40290-1905
- Automatic debit: Go to alltel.com
 and register under My Account
- Dial #PAY (#729) from your
 wireless phone
- Call 1 (800) 672-2051

Billing questions?
 Call for assistance.

Hours of Operation:
 Mon.-Fri. 7am-10pm, Sat. 8am-6pm
 • 1 (800) 255-8351
 • *611 from your wireless phone

See reverse side for correspondence address
 Please detach here and return with remittance



PETER ROSENOW
 2816 BIRCH ST
 BENTON AR 72015-8122

BILL DATE	October 08, 2005
ACCOUNT NUMBER	7500047985-560
PAYMENT DUE	UPON RECEIPT
TOTAL AMOUNT DUE	\$ 229.87
AMOUNT ENCLOSED	

Check here for address change or comments.
 Please write on reverse side.



ALTEL
 P.O. BOX 9001905
 LOUISVILLE, KY 40290-1905

600056000000750004798590510080000002298717



UNRECORDED
PLEASE DO NOT SEND PAYMENTS
Building 4, Fifth Floor
One Alltel Drive
Little Rock, AR 72202-3988

General Information

Terms: This bill reflects the charges incurred by you during your most recent billing period for the services provided to you by Alltel. These services are subject to Alltel's terms and conditions, which are found on the back of your customer service agreement and at www.alltel.com. By paying this bill, you acknowledge that you are bound by these terms and conditions. Billing is in advance or arrears based on selected services. The minimum service period is 30 days. A past due amount is due upon receipt of your bill. Late payment fees may be applied to the total amount carried forward as of your next billing date.

Payments: When you send us a check as payment, you authorize us to clear your check electronically. This electronic transaction will appear on your bank statement although your check will not be presented to your financial institution or returned to you. Any resubmission due to insufficient funds may also occur electronically. Please be aware that all checking transactions will remain secure and payment by check constitutes acceptance of these terms.

eCheck Authorization: 8487 By entering this 4-digit code when paying by phone, I hereby authorize Alltel and the financial institution designated by me to charge the account I have specified for payment of my Alltel services. I understand that a fee will be charged to my Alltel account for each request returned unpaid. If two requests are returned unpaid, I will be excluded from this option. In addition, I understand that Alltel and the financial institution reserve the right to terminate this payment option. This authorization can be revoked by notifying Alltel at the customer service number listed on my bill prior to 4:00 P.M. CST on my specified payment date.

Important Messages

Text 2HELP Hurricane Katrina Victims

Donate \$5 to the American Red Cross for the Hurricane Katrina Wireless Relief Fund by texting "give" to 24357 (2HELP). All funds will be forwarded to the American Red Cross for Hurricane Katrina victims.

Once you send your text message, you'll receive a reply asking to confirm your \$5 donation. Simply reply with a "Y" to confirm. Your donation will appear on your monthly bill-it's that easy to help make a difference to the thousands of people affected by Hurricane Katrina.

All donations are tax deductible and can be made through October 31, 2005. Your billing statement, which includes the donation amount, will serve as your receipt. Regular text messaging charges will apply for donating via text messaging. The donation will also be billed and taxed in accordance with your text messaging plan. Visit an Alltel store for complete details. For additional information regarding Alltel's contribution to the Hurricane Katrina relief effort, please visit alltel.com.

Additional important information may be included on the last page of your bill.

Please detach here and return with remittance

A2560098

484303 Y



Address Change or Comments?

Change of Address Effective Date: ___ / ___ / ___

Name: _____

Attention: _____

New Address: _____ Apt/Suite: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

If you would like a Caller ID name programmed for your phone, please write the name you would like to use on the line below:

Comments: I Do NOT OWE THIS BILL, IM PAYING
THIS BILL UNDER PROTEST



Account Summary

Previous Charges	
Previous Balance as of 10/08/05	\$229.87
Payments and Adjustments	
Total Payments and Adjustments	\$.00
Past Due Balance	\$229.87
TOTAL BALANCE DUE	\$229.87

Current Charges for All Subscribers

	Local Airtime Used	Monthly Service Charges	Other Charges & Credits	Taxes	Access Charges	Touch2Talk Usage Charges	Airtime & Dir. Assist Charges	Long Distance Charges	Roaming Charges	Total
WIRELESS (501)963-1516 Eric Rosenow	0.0	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00
WIRELESS (501)963-4893 Amy Rosenow	0.0	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00
WIRELESS (501)963-9031 Erina Rosenow	0.0	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00
TOTAL	0.0	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00

Please note that applicable surcharges and taxes on roaming are included in the "Roaming Charges" column above. They do not appear in the "Taxes" column.

EXHIBIT F

MR. OR MRS. PETER ROSENOW 03-69
2816 BIRCH ST. PH. 847-2361
BENTON, AR 72015-9123

91-7
820

3333

Date 17 Oct 2005

Pay to the
order of

Alltel

\$ 229.87

Two Hundred Twenty Nine & 87/100

Dollars

Bank of America

ACH RPT 00000073

For

Balance Paid Under Protect Plan. Peter Rosenow

⑆082000073⑆ 000061502796⑈ 3333
7500047985-560

Please detach here and return with remittance



PETER ROSENOW
2816 BIRCH ST
BENTON AR 72015-9122

BILL DATE	October 08, 2006
ACCOUNT NUMBER	7500047985-560
PAYMENT DUE	UPON RECEIPT
TOTAL AMOUNT DUE	\$ 229.87
AMOUNT ENCLOSED	<u>229.87</u>

Check here for address change or comments.
Please write on reverse side.



ALLTEL
P.O. BOX 9001905
LOUISVILLE, KY 40290-1908

6000560000000750004798590510080000002298717



Please detach here and return with remittance

A2580088

454303 Y



Address Change or Comments?

Change of Address Effective Date: ___ / ___ / ___

Name: _____

Attention: _____

New Address: _____ Apt/Suite: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Business Phone: _____

If you would like a Caller ID name programmed for your phone, please write the name you would like to use on the line below:

Comments: I DO NOT OWE THIS BILL, IM PAYING
THIS BILL UNDER PROTEST