

IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS  
THIRD DIVISION

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

PLAINTIFF

v.

Case No. CV 2006-182-3

ALLTEL CORPORATION and  
ALLTEL COMMUNICATIONS, INC.

DEFENDANTS

**STIPULATION AND SETTLEMENT AGREEMENT**

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

**RECITALS**

WHEREAS Peter Rosenow is the named plaintiff and the Class Representative in this Action, and seeks to recover on behalf of himself and similarly situated persons;

WHEREAS Alltel Corporation and Alltel Communications, LLC (formerly Alltel Communications, Inc.) are the defendants in this Action and are engaged in the business of providing wireless telephone and data service;

WHEREAS the Class Representative alleges that Alltel collected the Early Termination Fee in violation of the Arkansas Deceptive Trade Practices Act and the Arkansas common law;

WHEREAS the Parties have engaged in discovery and have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions;

WHEREAS Alltel denies the validity of the claims alleged in this Action, denies all allegations of wrongdoing and of liability, and denies causation of damages to the Class;

WHEREAS Alltel 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;

WHEREAS the Class Representative believes that the claims alleged in this Action are meritorious; and

WHEREAS the Class Representative 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 sooner rather than later, this Settlement is fair, reasonable, adequate, and in the best interests of the Class;

WHEREAS the parties mediated the claims in the Action with Ms. Heshia Abrams on May 9, 2014, and October 20, 2014 and reached this Settlement at conclusion of mediation;

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

#### **ARTICLE I – DEFINITIONS**

As used in this Settlement Agreement and the 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.

1.1 “Action” means the civil action entitled *Peter Rosenow, individually and on behalf of a class of similarly situated persons, v. Alltel Corporation and Alltel Communications, Inc.*, Case No. CV 2006-182-3, pending in the Circuit Court of Saline County, Arkansas.

1.2 “Alltel” means Alltel Corporation and Alltel Communications, LLC, collectively.

1.3 “Alltel’s Counsel” means Quattlebaum, Grooms & Tull PLLC, and Munger, Tolles & Olson LLP.

1.4 “Approved Claim” means a Claim that (a) is not challenged pursuant to Article II herein, or (b), if challenged, is ultimately deemed accepted pursuant to Article II herein.

1.5 “Claim” means a claim for benefits under this Settlement Agreement submitted by a Class Member by way of a Claim Form in conformance with the procedures and requirements of this Settlement Agreement and any order of the Court.

1.6 “Claim Form” means the document, substantially in the form of Exhibit F hereto, by which a Class Member may submit a Claim to the Settlement Administrator. The Claim Form will require the claimant to attest, among other things, that he or she had an Alltel account and paid the Early Termination Fee, and to provide the phone numbers(s) for the subscriber line(s) for which the Early Termination Fee was paid.

1.7 “Class” means all Arkansas residents, excluding Alltel’s employees, officers, directors and agents, who have paid Alltel’s Early Termination Fee between February 15, 2001 through the date of entry of the Preliminary Approval Order, other than those individuals identified in either the Order dated April 17, 2014 or Notice dated September 9, 2014 as having excluded themselves from the Class.

1.8 “Class Counsel” means Emerson Poynter LLP and Arnold, Batson, Turner & Turner, P.A.

1.9 “Class List” means the list compiled by Alltel of individuals who may be Class Members, and which was used by Plaintiff to provide mail notice of the Court’s certification of the Class, excluding those individuals identified in either the Order dated April 17, 2014 or Notice dated September 9, 2014 as having excluded themselves from the Class. The Class List

includes approximately 48,000 individuals. A person's appearance on the Class List does not necessarily establish that the person is a Class Member, and the Class List does not include all persons who may be Class Members.

1.10 "Class Member" means a person who is a member of the Class.

1.11 "Class Representative" means Peter Rosenow.

1.12 "Court" means the Circuit Court of Saline County, Arkansas.

1.13 "Early Termination Fee" means the \$200 Early Disconnect Penalty and/or \$200 Early Termination Fee charged by Alltel. For avoidance of doubt, Early Termination Fee does not include the Verizon Wireless early termination fee.

1.14 "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 (c) the Final Approval Order has become Final.

1.15 "Fees and Costs Application" means that written motion or application by which Class Counsel requests that the Court award attorney's fees and costs as set forth in Article IV.

1.16 "Final" means that the Final Approval Order has been entered on the docket in the Action and (a) the time to appeal from such order has expired and no appeal has been timely filed, (b) if such an appeal has been filed, it has finally been resolved and has resulted in an affirmation of the Final Approval Order, or (c) the Court, following the resolution of the appeal, enters a further order or orders approving settlement on the terms set forth herein, and either 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 Fees and Costs Application or the Incentive Award Application, nor any appeal pertaining solely to a decision on the Fees and Costs Application or

the Incentive Award Application, shall delay or preclude the Final Approval Order from becoming Final.

1.17 “Final Approval Hearing” means the hearing at which the Court shall, among other things: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement Agreement and all responses thereto; (c) rule on the Fees and Costs Application; and (d) rule on the Incentive Award Application.

1.18 “Final Approval Order” means the order, substantially in the form of Exhibit B hereto, in which the Court, among other things, grants final approval of this Settlement Agreement and authorizes entry of final judgment and dismissal of the Action with prejudice.

1.19 “Incentive Award Application” means that written motion or application by which Class Counsel requests that the Court approve an incentive award to the Class Representative as set forth in Article IV.

1.20 “Internet Notice” means notice of this Settlement as posted on the Internet as set forth in Article III.

1.21 “Mail Notice” means notice of this Settlement by mail as set forth in Article III.

1.22 “Notice” means Internet Notice, Mail Notice, and Publication Notice.

1.23 “Parties” means Class Representative and Alltel.

1.24 “Preliminary Approval Order” means the order, substantially in the form of Exhibit A hereto, in which the Court, among other things, grants preliminary approval of this Settlement Agreement and authorizes dissemination of Notice to the Class.

1.25 “Publication Notice” means notice of this Settlement by publication as set forth in Article III.

1.26 “Released Claims” means all claims, demands, rights, liabilities or causes of action, in law or in equity, accrued or unaccrued, fixed or contingent, direct, individual or representative, of every nature and description whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, belonging to the Class Members and their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities (including, without limitation, any claims, whether direct, derivative, representative or in any other capacity, arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States), against the Released Parties, or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, misrepresentations, omissions or failures to act that were or could have been alleged or asserted in the Action related to the Early Termination Fee, or that relate in any way to any violation of law, any misstatement or omission, any breach of duty, any negligence or fraud or any other alleged wrongdoing or misconduct relating to the Early Termination Fee.

1.27 “Released Parties” means Alltel and any and all of its present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors,

legal representatives, successors in interest, assigns and Persons, firms, trusts, corporations, officers, directors, other individuals or entities in which Alltel has a controlling interest or which is related to or affiliated with it, or any other representatives of any of these Persons and entities including, but not limited to, Cellco Partnership d/b/a Verizon Wireless.

1.28 “Request for Exclusion” means a valid request for exclusion from this Settlement by a Class Member.

1.29 “Settlement Administrator” means the entity selected and retained by Alltel to perform the tasks set forth in Article III and approved by the Court.

1.30 “Settlement Agreement” or “Settlement” means this Stipulation and Settlement Agreement, including the exhibits hereto.

## **ARTICLE II – SETTLEMENT CONSIDERATION**

2.1 **Cash Refund.** In consideration of a full, complete, and final settlement of this Action, dismissal of the Action with prejudice, and the releases below, and subject to the Court’s approval, the Parties agree that each Class Member who submits an Approved Claim shall be entitled to a refund in the amount of seventy dollars (\$70) per subscriber line on which an Early Termination Fee was paid.

2.2 **Claim Forms.** The Settlement Administrator shall cause the Claim Form (substantially in the form of Exhibit F hereto) to be posted on the Internet at the website established by the Settlement Administrator before the date of Mail Notice. The Settlement Administrator shall mail the Claim Form to persons who request it.

2.3 **Submission of Claim Forms.** A Class Member may submit a Claim Form to the Settlement Administrator either by mail or on the website established and maintained by the Settlement Administrator.

2.4 Validity of Claim Forms. A Claim Form shall be valid if it is received by the Settlement Administrator by May 5, 2015 and it contains information sufficient to establish membership in the Class, including a statement by the claimant that he or she had an Alltel subscriber account and paid the Early Termination Fee, and the mobile telephone number of the Class Member at the time of payment of the Early Termination Fee. The claimant must certify that the information on the Claim Form is true and correct to the best of the person's belief. The Claim Form need not be accompanied by additional documentation.

2.5 Objections to Claim Forms. Alltel shall have the right to inspect the Claim Forms received by the Settlement Administrator. If Alltel or the Settlement Administrator determines that any Claim Form is not timely or is duplicative of another Claim Form filed, or if Alltel determines that a Claim Form is otherwise invalid because its records show that the claimant is not a Class Member, Alltel or the Settlement Administrator, as the case may be, shall object to the acceptance of the Claim Form and shall provide Class Counsel with a written list of Claim Forms as to which objection is made, together with the reasons for objecting to the Claim Forms. If Class Counsel dispute the objection to any Claim Form, Class Counsel and Alltel's Counsel shall meet and confer regarding any disputed claims and shall attempt in good faith to resolve such disputes. If the Parties cannot resolve the dispute, the Parties shall request the assistance of the Court.

2.6 Notification and Payment. Within 30 days after the later of (a) the Effective Date, (b) the deadline for submission of Claims Forms as specified in Section 2.4, or (c) the date that all objections to Claims are finally resolved, Alltel shall provide to the Settlement Administrator funds sufficient to pay all Approved Claims, and shall provide notice thereof to Class Counsel.



Promptly after receiving such funds, the Settlement Administrator will mail a refund check to each Class Member with an Approved Claim.

2.7 Negotiability Period. Checks sent to Class Members shall remain negotiable for ninety (90) days from the date of mailing. Funds represented by checks sent to Class Members pursuant to this section remain the property of Alltel until and unless they are properly and timely negotiated by the Class Member. Checks that are not cashed within 90 days of their issuance will be void and the associated funds will remain the property of and/or revert to Alltel. This provision applies to checks that are returned to the Settlement Administrator by the post office as undeliverable. The Parties agree that such funds represent settlement payments for matters disputed in good faith, not uncontested payments, and they shall not be subject to escheat rules, cy pres, or other distribution not provided for in this Settlement Agreement. Class Members who fail to negotiate their checks in a timely manner shall remain Class Members for purposes of this Settlement Agreement and the Final Approval Order.

### **ARTICLE III – SETTLEMENT ADMINISTRATION**

3.1 Settlement Administrator. Alltel shall select and retain a third-party Settlement Administrator to administer the class settlement, subject to Court approval. In making its selection, Alltel will consider in good faith the recommendations of Class Counsel.

3.2 Provision of Class List. By November 11, 2014, Alltel shall provide the Class List to the Settlement Administrator.

3.3 Mail Notice. By November 17, 2014, the Settlement Administrator shall provide Mail Notice by sending one postcard by mail to each Class Member on the Class List. The postcard will be substantially in the form attached hereto as Exhibit C. Before providing Mail Notice, the Settlement Administrator shall use the National Change of Address Databank

maintained by the United States Postal Service to update the addresses on the Class List. The Settlement Administrator is excused from providing Mail Notice to Class Members who have previously excluded themselves from the class certified by the Court. There shall be no obligation on the part of the Parties or the Settlement Administrator to attempt to provide Mail Notice to such persons.

3.4 Publication Notice. By November 17, 2014, Alltel shall cause a Publication Notice to be published in the Arkansas Section of the *Arkansas Democrat-Gazette* on each Sunday and Wednesday for a period of four consecutive weeks using a 1/8th page ad, resulting in a total of 8 publications. The Publication Notice will be substantially in the form attached hereto as Exhibit D.

3.5 Internet Notice. By November 17, 2014, the Settlement Administrator will post the Internet Notice on a website created and maintained by the Settlement Administrator. The Internet Notice shall be posted on the website on the earlier of the first date on which the Publication Notice is published or the first date on which the Mail Notice is mailed. The website shall contain Spanish versions of the Mail Notice, Publication Notice, and Internet Notice. The Settlement Administrator shall mail the Internet Notice and this Settlement Agreement to persons who request it. The Internet Notice will be substantially in the form attached hereto as Exhibit E.

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

3.7 Validity of Requests for Exclusion. To be valid, a Request for Exclusion must (a) be submitted by a Class Member; (b) be submitted to the Settlement Administrator and

postmarked by December 19, 2014, or, in the case of a Request for Exclusion submitted online, submitted by December 19, 2014; (c) contain the Class Member's name, address and telephone number and the mobile telephone number through which the Class Member received Alltel service; and (d) otherwise comply with the instructions set forth in the Notice.

3.8 List of Requests for Exclusion. By December 31, 2014, the Settlement Administrator shall submit to Class Counsel, which shall file it with the Court, and Alltel a list of Class Members who have submitted timely and valid Requests for Exclusion. Class Members submitting such requests will not be entitled to receive any relief under this Settlement Agreement or to object to this Settlement.

3.9 Declaration of Compliance. The Settlement Administrator shall prepare a declaration attesting to compliance with the Notice requirements set forth in this Article. Such declaration shall be provided to Class Counsel, which shall file it with the Court, and Alltel's Counsel, by December 16, 2014.

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

3.11 Inquiries. The Settlement Administrator will establish a telephone number for Class Members to call for more information about the Settlement. For the avoidance of doubt, nothing herein shall require the Settlement Administrator to provide live support for calls from Class Members. For questions that cannot be answered by the Settlement Administrator, those

callers may be referred to Class Counsel. Alltel and Alltel's Counsel may respond, but are not required to respond, to such inquiries.

3.12 Settlement Administration Fees and Costs. Alltel shall pay the fees of the Settlement Administrator and the costs of providing Notice and for administration of the Settlement. Neither Class Representative nor Class Counsel shall have any responsibility for any fees or costs associated with Notice and administration of the Settlement.

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

3.14 No Liability. The Parties, the Released Parties, and their respective counsel shall have no responsibility or liability whatsoever for the Settlement Administrator's conduct, omissions, or actions, including but not limited to the provision of Notice.

#### **ARTICLE IV – FEES, COSTS, AND INCENTIVE AWARD**

4.1 Fees and Costs Award. Alltel agrees to pay Class Counsel's reasonable attorney's fees and costs as determined by the Court. Class Counsel agrees not to seek more than One Million Nine Hundred Sixty Nine Thousand Nine Hundred Forty Six Dollars (\$1,969,946.00) as a fees and costs award. Alltel will not oppose such an application or solicit others to do so. In no event will Alltel pay more than \$1,969,946.00 as a fees and costs award.

4.2 Incentive Award. Alltel agrees to pay a reasonable incentive award to Class Representative as determined by the Court. Class Representative and Class Counsel agree not to seek more than \$5,000 as an incentive award. Alltel will not oppose such an application or solicit others to do so. In no event will Alltel pay more than \$5,000 as an incentive award.

4.3 Payment Date. Within 30 days after the later of (a) Effective Date or (b) the date on which the order granting attorney's fees, costs and incentive award becomes Final, Alltel will make payments of the attorney's fees and costs and incentive award in the amounts determined by the Court by electronic wire transfer to the trust account for Emerson Poynter LLP.

#### **ARTICLE V – COURT APPROVAL OF SETTLEMENT**

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

5.2 Objections. Any Class Member who does not submit a timely and valid Request for Exclusion and who wishes to object to or to oppose the approval of (a) this Settlement Agreement, (b) the Fees and Costs Application, and/or (c) the Incentive Award Application shall file a written objection with the Court and serve it on the Parties by December 19, 2014. The written objection must include (1) a statement of the reasons for the objection and any evidence supporting the objection; (2) the objecting Class Member's name, address, and telephone number; and (3) the mobile telephone number through which the objecting Class Member received Alltel service; and (4) any other requirements set forth in the Notice. Any Class

Member that fails to file a timely written objection that meets the requirements of this paragraph shall be deemed to have waived such objection or opposition and forever shall be foreclosed from making such objection or opposition to the fairness, reasonableness, or adequacy of the Settlement, the payment of attorney's fees, costs, expenses, and incentive awards, or the Final Approval Order. Any Class Member that makes an objection shall make themselves available for deposition by either Party within a reasonable time before the Final Approval Hearing. Any Class Member that fails to timely intervene, file a 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.

5.3 Motion for Final Settlement Approval. Class Representative, through Class Counsel, shall file with the Court a motion for final settlement approval by December 16, 2014. Class Representative, through Class Counsel, shall file with the Court a supplemental brief in support of final settlement approval that responds to any objections by December 31, 2014.

5.4 Final Approval Hearing. The Parties shall request that the Court, on January 5, 2015 or on such other date that the Court may set, conduct a Final Approval Hearing to, among other things: (a) determine whether to grant final approval to this Settlement Agreement; (b) consider any timely objections to this Settlement and the Parties' responses to such objections; (c) rule on the Fees and Costs Application; and (d) rule on the Incentive Award Application. At the Final Approval Hearing, the Class Representative, through Class Counsel, shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Settlement Agreement, then the Class Representative, through Class Counsel, shall ask the Court to enter a Final Approval Order, substantially in the form of Exhibit B attached hereto, which, among other things, approves this Settlement Agreement, enters final judgment, and dismisses the Action with prejudice.

5.5 Separate Consideration of Applications. The Parties agree that the Fees and Costs Application and Incentive Award Application 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 Fees and Costs Application and Incentive Award Application, including any appeals from or modifications or reversals of any order related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the Final Approval Order becomes Final.

#### **ARTICLE VI – TERMINATION**

6.1 Termination Due to Court Action. The Class Representative and Alltel each shall have the right to terminate this Settlement Agreement if either (i) the Court denies preliminary approval or final approval to this Settlement Agreement; or (ii) the Final Approval Order does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter 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 10 days of the occurrence of the condition permitting termination.

6.2 Termination Due to Requests for Exclusion. The Class Representative and Alltel each shall have the right to terminate this Settlement Agreement if more than 2,500 Class Members submit timely and valid Requests for Exclusion. If a Party elects to terminate this Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel no later than January 2, 2015.

6.3 Effect of Termination. If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered null and void; (ii) this Settlement Agreement and all negotiations and proceedings relating hereto shall be of no force or effect, and without prejudice to the rights of the Parties; (iii) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement; and (iv) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed. Upon termination of this Settlement Agreement, the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement including, but not limited to, any amounts paid for Notice and amounts paid or due to the Settlement Administrator for its settlement administration services.

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

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

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

7.3 Waiver of Unknown Claims. On the Effective Date, the Class Members shall be deemed to have, and by operation of this Agreement shall have, with respect to the subject matter of the Released Claims, expressly waived the benefits of any statutory provisions or common



law rule that provides, in substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party.

7.4 Assumption of Risk. In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If either Party should later discover that any fact which the Party relied upon in entering into this Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

#### ARTICLE VIII – MISCELLANEOUS

8.1 No Admission of Liability. Neither the acceptance by Alltel of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission with respect to the merits of the claims alleged in this Action, the validity of any claims relating to the Early Termination Fee that could have been asserted in this Action, or the liability of Alltel in the Action. Alltel specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action.

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

8.3 Public Statements. The Parties agree not to make any public statements regarding this Settlement until the Motion for Preliminary Settlement Approval is filed. Thereafter, the Parties shall not issue press releases, but may respond to media inquiries. To the maximum extent possible, any public statement regarding the settlement will be prepared jointly (except for

posting or referring to the Court-approved notice). The Class Representative and Class Counsel agree not to make any public statement that disparages or puts in a bad light either Alltel or Verizon.

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

8.5 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.

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

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

8.8 Class Member Signatures. It is agreed that, because the Class Members are so numerous, it is impractical to have each Class Member execute this Settlement Agreement. The Notice will advise all Class Members of the binding nature of the Release and of the remainder of this Settlement 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 Class Member executed this Settlement Agreement.

8.9 Construction. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, and that this Settlement 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 Settlement Agreement.

8.10 Counterparts. This Settlement 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.

8.11 Governing Law. Construction and interpretation of this Settlement Agreement shall be determined in accordance with the laws of the State of Arkansas without regard to the choice-of-law principles thereof.

8.12 Integration. This Settlement 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 Settlement Agreement other than those expressly set forth in this Settlement Agreement. This Settlement Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Settlement Agreement may not be changed, altered or modified, except in a writing signed by the Parties; if any such change, alteration or modification of the Settlement Agreement is material, it must also be approved by the Court. This Settlement Agreement may not be

discharged except by performance in accordance with its terms or by a writing signed by the Parties.

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

8.14 No Collateral Attack. This Settlement Agreement shall not be subject to collateral attack by any Class Member at any time on or after the Effective Date. Such prohibited collateral attacks shall include, but shall not be limited to, claims that a Class Member's claim was improperly denied and/or that a Class Member failed to receive timely notice of the Settlement Agreement.

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

8.16 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.

8.17 Terms and Conditions Not Superseded. Nothing in this Settlement 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 Alltel and its customers, or to the services provided by Alltel and purchased by its customers, except as expressly provided herein with respect to the Released Claims.

\* \* \* \* \*

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

DATED: 11/10/2014

  
PETER ROSENOW

DATED: 11/10/2014

EMERSON POYNTER LLP

By: 

DATED: 11/10/2014

ARNOLD, BATSON, TURNER & TURNER,  
P.A.

By: 

DATED: 11/6/14

ALLTEL CORPORATION AND  
ALLTEL COMMUNICATIONS, LLC,

By: 

Name: Holyce E. Hess Groos  
Title: Senior Vice President and Chief  
Financial Officer, Alltel Corporation

DATED: 11/6/14

QUATTLEBAUM, GROOMS & TULL,  
PLLC

By: 

DATED: 11/6/14

MUNGER, TOLLES & OLSON LLP

By: 

**EXHIBIT LIST**

<b>Exhibit Number</b>	<b>Document Title</b>
A	Preliminary Approval Order
B	Final Approval Order
C	Mail Notice
D	Publication Notice
E	Internet Notice
F	Claim Form

# **EXHIBIT A**

**Exhibit A – Preliminary Approval Order**

**IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS  
THIRD DIVISION**

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

PLAINTIFF

v.

Case No. CV 2006-182-3

ALLTEL CORPORATION and  
ALLTEL COMMUNICATIONS, INC.

DEFENDANTS

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

WHEREAS, the Class Representative Peter Rosenow and Defendants Alltel Corporation and Alltel Communications, LLC (collectively, "Alltel") have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Stipulation and Settlement Agreement filed with the Court;

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

AND NOW, the Court having read and considered the Stipulation and Settlement Agreement and accompanying documents, and the parties to the Stipulation and Settlement Agreement having consented to the entry of this Order, IT IS HEREBY ORDERED AS FOLLOWS:

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

2. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable and adequate to the Class Members, as falling within the range of possible final approval, and as meriting submission to the Class Members for their consideration.

3. For purposes of the Settlement only, the Class shall consist of all Arkansas residents, excluding Alltel's employees, officers, directors and agents, who have paid Alltel's Early Termination Fee between February 15, 2001 through the date of entry of this Preliminary Approval Order, other than those individuals identified in either the Order dated April 17, 2014 or Notice dated September 9, 2014 as having excluded themselves from the Class.

4. The Court appoints \_\_\_\_\_ as the Settlement Administrator. The Settlement Administrator shall be responsible for administering the Settlement according to



the terms set forth in the Stipulation and Settlement Agreement.

5. A Final Approval Hearing shall be held before this Court at \_\_\_ a.m./p.m. on January 5, 2015 to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a final Order and Judgment should be entered; (c) whether Class Counsel's attorney's fees and costs application should be approved; (d) whether the payment of an incentive award should be approved; and (e) any other matters that the Court deems appropriate.

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

7. The Court approves, as to form and content, the Mail Notice, the Publication Notice, the Internet Notice, and the Claim Form, in the forms attached as Exhibits C, D, E, and F, to the Stipulation and Settlement Agreement. By November 17, 2014, the Settlement Administrator shall cause the Mail Notice to be sent to all Class Members for whom addresses are reasonably available in Alltel's books and records as of the date of this Order. The Settlement Administrator shall also make available a website containing copies of the Notice and the Claim Form. Alltel shall cause the Publication Notice to appear in *Arkansas Democrat-Gazette* as set forth in the Stipulation and Settlement Agreement.

8. The Court finds that the Parties' plan for providing Notice to the Class Members as described in the Stipulation and Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Class Members of the pendency of the Action and the Final Approval Hearing, and complies fully with the requirements of the Arkansas Rules of Civil Procedure, the Arkansas Constitution, the United States Constitution, and any other applicable law.

9. The Court further finds that the Notice described in the Stipulation and Settlement Agreement will adequately inform the Class Members of their right to exclude themselves from the Class so as not to be bound by the terms of the Stipulation and Settlement Agreement. Any Class Member who desires to be excluded from the Class, and therefore not bound by the terms of the Stipulation and Settlement Agreement, must submit to the Settlement Administrator, pursuant to the instructions set forth in the Internet Notice, a timely and valid written Request for Exclusion by December 19, 2014.

10. In order to be valid, a Request for Exclusion must: (1) be signed by the member of the Class or his or her authorized representative; (2) be timely mailed to the Settlement Administrator; (3) clearly request exclusion from the Class; and (4) contain the Class Member's name, address, and Alltel mobile telephone number. Any Class Member 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 Stipulation and Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing. The names and

addresses of all Persons timely submitting valid Requests for Exclusion shall be provided to the Court under seal.

11. Any Class Member who does not timely submit a valid Request for Exclusion may object to the Stipulation and Settlement Agreement, to Class Counsel's application for attorney's fees and expenses, to the payment of an incentive award, or to the proposed Final Judgment and Order of Dismissal with Prejudice. Class Members making objections must do so in writing setting forth their full name, current address and telephone number, the Alltel mobile telephone number(s) at issue, and must state in writing all objections and the reasons therefore, provide copies of any documents relied upon for such objection, and state whether he or she intends to appear at the Final Approval Hearing and whether he or she is represented by separate legal counsel. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. All objections must be filed with the Court and served on Class Counsel and Alltel's Counsel by December 19, 2014.

12. Any Class Member that files and serves a proper and timely objection shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Class Member's own expense. Any Class Member that makes an objection shall make themselves available for deposition by either Party within a reasonable time before the Final Approval Hearing.

13. By December 16, 2014, the Settlement Administrator and Class Counsel shall cause to be filed with the Court declarations attesting to compliance with the notice requirements set forth above.

14. By December 16, 2014, the Class Representative shall file with the Court a motion in support of final approval of the Settlement and in response to any objections. On or before the same date, Class Counsel and the Class Representative may file applications for an award of attorneys' fees and/or incentive awards.

15. Service of all papers relating to an objection shall also be made on counsel for the Parties as follows:

Class Counsel:

Scott E. Poynter  
Emerson Poynter LLP  
1301 Scott Street  
Little Rock, AR 72202

and

Todd Turner  
Arnold, Batson, Turner & Turner, P.A.  
501 Crittenden Street  
PO Box 480  
Arkadelphia, AR 71923

Alltel Counsel:

Chad W. Pekron  
Quattlebaum, Grooms & Tull, PLLC  
111 Center Street, Suite 1900  
Little Rock, Arkansas 72201

Only 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.

16. Any Class Member who does not make an objection in the time and manner provided in the Stipulation and Settlement Agreement shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorney's fees and expenses, the payment of an incentive award, or the Final Judgment and Order of Dismissal with Prejudice.

17. In the event that the proposed Settlement does not become Final, or in the event that the Stipulation and Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all documents filed and 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 civil action or in any other case or controversy; in such event, the Stipulation and 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 of the Stipulation and Settlement Agreement.

18. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Class Members. The Final Approval Hearing may, from time to time and without further notice to the Class, be continued by order of the Court. Notice of postponement shall be posted on the website described in paragraph 7 herein.

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

By order of the Circuit Court of Saline County, Arkansas.

\_\_\_\_\_  
Judge Grisham Phillips, Circuit Judge

**EXHIBIT B**

**Exhibit B – Final Approval Order**

IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS  
THIRD DIVISION

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

PLAINTIFF

v.

Case No. CV 2006-182-3

ALLTEL CORPORATION and  
ALLTEL COMMUNICATIONS, INC.

DEFENDANTS

**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, the Class Representative Peter Rosenow and Defendants Alltel Corporation and Alltel Communications, LLC (collectively, "Alltel") have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Stipulation of Settlement filed with the Court;

WHEREAS, on \_\_\_\_\_, 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 Stipulation and Settlement Agreement and directing that Notice be given to the members of the Settlement Class.

WHEREAS, pursuant to the Parties' plan for providing notice to the Settlement Class Members, the Settlement Class Members were notified by mail and 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 Stipulation and Settlement Agreement are fair, reasonable and adequate for the release of the Released Claims against the Released Parties; (2) whether judgment should be entered dismissing the claims of the Class Action Complaint; (3) whether Class Counsel's application for attorney's fees and expenses should be approved; and (4) whether the payment of the incentive award should be approved.

WHEREAS, the Settlement Class Members were therefore notified of their right to appear at the hearing in opposition to the proposed Settlement, the award of attorney's fees to Class Counsel, and the payment of incentive awards.

WHEREAS, a Final Approval Hearing was held on January 5, 2015, at which [ ] objectors appeared and the Court reviewed all properly filed written objections and heard argument from the parties' counsel.

NOW, THEREFORE, the Court, having heard the presentations of Class Counsel and Defendants' 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 an award of attorney's fees, and having reviewed the materials in support thereof, it is hereby ORDERED, ADJUDGED and DECREED

THAT:

1. The capitalized terms used in this Order and Judgment shall have the same meaning as defined in the Stipulation of Settlement 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 Class.

3. The Class, which will be bound by this Order and Judgment, shall include all Class Members who did not submit a timely and valid Request for Exclusion. A list of all Class Members who submitted a timely and valid Request for Exclusion has been filed under seal.

4. For purposes of the Settlement and this Final Judgment and Dismissal with Prejudice, the Class consists of all Arkansas residents, excluding Alltel's employees, officers, directors and agents, who have paid Alltel's Early Termination Fee between February 15, 2001 through the date of entry of the Preliminary Approval Order, other than those individuals identified in either the Order dated April 17, 2014 or Notice dated September 9, 2014 as having excluded themselves from the Class.

5. The Court finds that the Notice set forth in the Stipulation and Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constituted due and sufficient notice to Class Members of the pendency of the Action, the terms of the Stipulation and Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of Arkansas law and federal due process of law.

6. The Settlement, as set forth in the Stipulation and Settlement Agreement, is in all respects fair, reasonable, adequate and in the best interests of the Class, and it is approved. The Parties to the Stipulation and Settlement Agreement shall effectuate the Stipulation and Settlement Agreement according to its terms. The Stipulation and 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. Any Class Member who does not submit an Approved Claim shall not be entitled to any benefits under the Settlement.

8. Upon the Effective Date, the Class Representative and all Class Members shall have, by operation of this Final Judgment and Order of Dismissal with Prejudice, fully, finally and forever released, relinquished, and discharged all Released Parties from all Released Claims, whether or not such Class Member executes and submits a Claim Form.

9. Class Members, including the Class Representative, and the successors, assigns, parents, subsidiaries, affiliates or agents of any of them, 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. This Order and Judgment, the Stipulation and 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 Alltel or any other Released Party 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.

11. The Court approves the payment of \$ \_\_\_\_\_ to Class Counsel for their attorney's fees and expenses.

12. The Court approves the payment of \$ \_\_\_\_\_ to the Class Representative as an incentive award.

13. The payments described in paragraphs 11 and 12, above, shall be made in the manner and at the times set forth in the Stipulation and Settlement Agreement.

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 attorney's fees. Without affecting the finality of the Judgment hereby entered, the Court reserves jurisdiction over the implementation and interpretation of the Settlement, including distribution of the settlement benefits, enforcement and administration of the Stipulation and Settlement Agreement, including any releases in connection therewith, and any other matters related or ancillary to the foregoing.

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

By order of the Circuit Court of Saline County, Arkansas.

\_\_\_\_\_  
Judge Grisham Phillips, Circuit Judge

**EXHIBIT C**



Exhibit C – Mail Notice

Haga clic aquí para ver este aviso en español: [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

A proposed settlement has been reached in a class action alleging that Alltel improperly charged early termination fees to some customers in Arkansas. Alltel denies all wrongdoing. This notice informs you of the proposed settlement so that you can decide what to do about it.

**Who's included?** The class is defined as Arkansas residents, excluding Alltel's employees, officers, directors and agents, who paid Alltel's early termination fee from February 15, 2001 through [DATE OF PRELIMINARY APPROVAL ORDER], other than those individuals who already have requested to be excluded from the Class.

**What is the settlement?** Alltel has agreed to provide a refund of \$70 per line on which an Early Termination Fee or Early Disconnect Penalty ("ETF") was paid between February 15, 2001 and [DATE OF PRELIMINARY APPROVAL ORDER], by customers whose billing address was in the State of Arkansas. The settlement also permits the attorneys representing the class to ask the Court to award them fees and costs of up to \$1,969,946. The Court will determine the amount of any fees and costs awarded, which will not be deducted from the payments made to the class. This proposed settlement is subject to approval by the Court. Payments will be made only upon final approval by the Court.

**Your options.** If you do not exclude yourself by December 19, 2014, you will release your rights except as provided by the settlement. If you do not exclude yourself, you may appear in the case through your own attorney at your expense. You may file an objection to the settlement by December 19, 2014. Your objection must set forth your full name, current address and telephone number, the Alltel mobile telephone number(s) at issue, the reasons for your objection and a statement as to whether you intend to appear at the Final Approval Hearing on January 5, 2015 at the Saine County Courthouse, 200 North Main Street, Benton, Arkansas, 72015 at \_\_\_\_\_. If you do not properly and timely file and serve your objection by the required date, any objections you have to the settlement will be waived and you will be foreclosed from objecting to the settlement. If you file an objection, you may be asked to provide deposition testimony in support of it.

This notice is a summary. For more information, including how to claim benefits and obtain a Claim Form, exclude yourself from the class, or object to the settlement, review the detailed notice of the settlement at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1-800-\_\_\_\_\_. You should not contact Alltel for information about this settlement.

**Use the Claim ID and Access Code below when you file your claim online:**

**EXHIBIT D**

**Exhibit D – Publication Notice**

**Notice from the Circuit Court of Saline County, Arkansas**

**IF YOU WERE CHARGED AN EARLY TERMINATION FEE BY ALLTEL,  
A CLASS ACTION SETTLEMENT COULD AFFECT YOUR RIGHTS**

Haga clic aquí para ver este aviso en español: [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

A proposed settlement has been reached in a class action alleging that Alltel improperly charged early termination fees to some customers in Arkansas. The settlement will provide refunds for claims of subscribers who paid an early termination fee. If you qualify, you may submit a claim form to get benefits, or you can exclude yourself from the settlement, or you can object to it. The Circuit Court of Saline County, Arkansas authorized this notice. The Court will have a hearing to decide whether to approve the settlement on January 5, 2015 at the Saline County Courthouse, Judge Grisham Phillips, Division 3 Courtroom, 200 North Main Street, Benton, Arkansas, 72015 at \_\_\_\_\_. Any request to be excluded from the settlement, or any objection to the settlement, must be sent by December 19, 2014. The following is a summary of the settlement. You can get more information, including a detailed notice, at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**WHO'S INCLUDED**

Arkansas residents, excluding Alltel's employees, officers, directors and agents, who have paid Alltel's early termination fee from February 15, 2001 through [DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER], other than those individuals who already have requested to be excluded from the Class, are members of the class whose rights are affected by this settlement.

**WHAT'S THIS ABOUT**

The lawsuit claims that Alltel's Early Termination Fee was illegal. Alltel 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?**

Alltel has agreed to provide a refund of \$70 for each line on which an Early Termination Fee was paid.

The settlement will release claims that customers may have against Alltel relating to its Early Termination Fee, unless the individual requests to be excluded from the settlement.

**WHAT ARE MY LEGAL RIGHTS AND OPTIONS?**

<b>Submit A Claim Form</b>	You can obtain a detailed notice and claim form at <a href="http://www._____.com">www._____.com</a> or by calling 1-888-_____. To qualify for a payment or other relief, you must electronically submit or mail in a claim form. A claim form must be submitted by May 5, 2015.
<b>Exclude Yourself</b>	Get no payment or other relief. This is the only option that allows you to ever be part of any other lawsuit against Alltel about any issues relating to the Early Termination Fee. You may exclude yourself from the class by submitting a written exclusion request addressed to _____ by December 19, 2014. The detailed notice at the website provides more information about how to exclude yourself.
<b>Object</b>	Write to the Court about why you don't like the settlement. The Court will hold a hearing in this case ( <i>Rosenow v. Alltel Corporation and Alltel Communications, Inc.</i> , Case No. CV 2006-182-3) on January 5, 2015 at the Saline County Courthouse, Judge Grisham Phillips, Division 3 Courtroom, 200 North Main Street, Benton, Arkansas, 72015 at _____, to consider whether to approve the settlement and the request by the lawyers representing Class Members for attorney's fees and costs and incentive award for the class representative. Unless you request to be excluded from the class, you may appear at the hearing to object to the settlement and the applications for attorney's fees and costs and incentive award. To do so, 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 and to Chad Pekron, Quattlebaum, Grooms & Tull, PLLC, 111 Center Street, Suite 1900, Little Rock, Arkansas 72223, by no later than _____. You may be asked to provide deposition testimony in support of your objection.
<b>Do Nothing</b>	Get no payment or other relief. Give up rights regarding the Early Termination Fee.

The proposed class is being represented by lawyers who have been appointed by the Court. As part of the settlement, class counsel will request an award of attorney's fees and costs of up to \$1,969,946.00 as compensation for representing the class and to reimburse incurred costs. In addition, the class representative will ask the Court to award up to \$5,000 in recognition of his service to the class. These requests are not opposed by Alltel and will be decided by the Court at the final approval hearing. Alltel has agreed to pay any such awards approved by the Court. Payment of attorney's fees and costs and incentive awards is separate from, and in addition to, the payment of benefits to class members.

You may obtain more information about the settlement, including the settlement agreement and the Court's orders, by visiting [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or by contacting counsel for the class (Scott E. Poynter, Emerson Poynter LLP, 1301 Scott Street, Little Rock, AR 72202, or Todd Turner, Arnold, Batson, Turner & Turner, P.A., 501 Crittenden Street, PO Box 480, Arkadelphia, AR 71923). Please do not contact the Court, Alltel, or Verizon Wireless.

**EXHIBIT E**

**Exhibit E – Internet Notice**

**IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS  
THIRD DIVISION**

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

**PLAINTIFF**

v.

Case No. CV 2006-182-3

ALLTEL CORPORATION and  
ALLTEL COMMUNICATIONS, INC.

**DEFENDANTS**

**NOTICE OF CLASS ACTION SETTLEMENT AND APPROVAL HEARING**

To: Arkansas residents, excluding Alltel's employees, officers, directors and agents, who have paid Alltel's early termination fee from February 15, 2001 through [DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER].

Haga clic aquí para ver este aviso en español: [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

**This notice explains the settlement of a class action lawsuit that concerns the Early Termination Fee imposed by Alltel on Arkansas customers who terminated their Alltel service before their contract term ended. The Stipulation and Settlement Agreement has been preliminarily approved by the Court.**

**PLEASE TAKE NOTICE THAT on January 5, 2015, in the Saline County Courthouse, Judge Grisham Phillips, Division 3 Courtroom, 200 North Main Street, Benton, Arkansas, 72015 at \_\_\_\_\_, a Final Approval Hearing shall be conducted to determine whether to grant final approval to the Stipulation and Settlement Agreement, consider any timely objections to the Settlement, rule on the application for a fee and cost award submitted by attorneys for the class in this Action, and rule on the application for an incentive award to the Class Representative.**

**No refunds will be paid until after the Settlement has become Final.**

**READ THIS NOTICE CAREFULLY. You may be entitled to share in the proceeds of the Settlement. Your rights to a monetary award may be affected.**

**This is not a lawsuit against you. You are not being sued. This is a notice of proposed class action settlement. In the following notice, you are being told about the features of the proposed Settlement, and asked to decide whether you would like to participate in this Settlement, oppose it, or exclude yourself from it.**

**1. Who are the parties in this class action?**

Peter Rosenow is the Class Representative. Mr. Rosenow filed this lawsuit as a class action to assert his own individual claims and to represent a class of persons who have similar claims. The defendants are Alltel Corporation and Alltel Communications, LLC (collectively, "Alltel"). The lawsuit is pending in the Circuit Court of Saline County, Arkansas.

**2. Are you a member of the Class?**

The Class consists of all Arkansas residents, excluding Alltel's employees, officers, directors and agents, who have paid Alltel's early termination fee from February 15, 2001 through [DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER], other than those individuals who already have requested to be excluded from the Class.

**3. What is this Action about?**

Mr. Rosenow claims that Alltel's Early Termination Fee violated the Arkansas Deceptive Trade Practices Act and constituted unjust enrichment by Alltel.

Alltel denies these allegations.

Based on the information available to both sides, and the risks involved in a trial, Mr. Rosenow, as well as the attorneys for the class, have concluded that the proposed settlement is fair, reasonable, and adequate, and that it serves the best interests of the Class Members.

**4. What do you have to do to receive compensation or benefits from the settlement?**

You must timely submit a complete Claim Form affirming each of the following: (1) you held an account with Alltel and can provide your Alltel mobile telephone number, (2) between February 15, 2001 and [DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER], you paid one or more Early Termination Fees or Early Disconnect Penalties ("ETF") charged by Alltel; (3) at the time you paid the ETF(s), your billing address was within the State of Arkansas. To be timely, the Claim Form must be submitted by May 5, 2015.

**5. What compensation or benefits will the settlement provide?**

The Settlement, if it is finally approved by the Court, provides that Settlement Class Members who submit an Approved Claim will receive a \$70 payment per line on which an ETF was paid.

**NOTE: No benefits will be made available until after approval of the Settlement by the Court becomes Final.**

If you are a member of the class receiving this notice, and you do not file a claim, you will not be entitled to receive any benefits for the claims that are the subject of this Action but will be bound by the Settlement.



**6. How much money will the attorneys be paid and who will pay it?**

The attorneys for the plaintiffs and the class will submit to the Court for approval a request for attorney's fees and expenses to be paid by Alltel, in an amount not to exceed \$1,969,946.00.

The Court will determine the amount of any fees and expenses awarded to class counsel, which will **not** be deducted from the payments made to the class. Each Approved Claim will receive \$70 per line on which an ETF was paid.

**7. Will the individual who pursued this lawsuit on behalf of the class receive anything in addition to the benefits provided to other members of the class?**

Yes. Mr. Rosenow will ask the Court to award him up to \$5,000 as an incentive award for his effort and time expended in this litigation. The Court will determine the amount of any such incentive award, which will be paid by Alltel and will **not** be deducted from the payments made to the class.

**8. What are your options?**

If you are a Class Member, you will have the following options:

- file a Claim if you meet the criteria set out in paragraph 4 above.
- do nothing, thereby foregoing the possibility of receiving any relief pursuant to the Settlement.
- stay in the Settlement Class and file a timely Objection if you disagree with any part of the Settlement or the request for attorney's fees or expenses or the incentive award.
- exclude yourself from the Settlement Class, which means you will not participate in any of the financial benefits from the Settlement, will not be bound by the releases made or judgment entered in connection with the Settlement, and will not be permitted to object to any part of the Settlement.

The following sections explain the consequences of pursuing each option.

**8a. What happens if you file a Claim?**

If you are a Class Member and you timely complete and submit a Claim Form, and if the Claim Form is approved, you will receive the relief described above once the Settlement has become Final. To be timely, the Claim Form must be submitted by May 5, 2015.

Unless you submit a Request for Exclusion (in which case you will not receive any of the benefits of the Settlement, see section 9d below), you will be prohibited from bringing a lawsuit against Alltel based on or related to Alltel's ETF.

The Claim Form provides direction as to how the Claim Form should be filled out.

In the Claim Form, you will be required, among other things, to certify, to the best of your knowledge and belief, that (1) you held an account with Alltel, (2) between February 15, 2001, and [DATE OF PRELIMINARY APPROVAL], you paid one or more ETFs charged by Alltel, and (3) at the time you paid the ETF(s), your billing address was within the State of Arkansas.

**8b. What happens if you do not submit a Claim?**

Under the terms of the Settlement, if you do not submit a Claim Form, you will not receive any refund. If the Court approves the Settlement, and if you do not submit a Claim, you nevertheless will be bound by the Settlement, unless you submit a Request for Exclusion.

**8c. How do I file an objection?**

You may remain in the Settlement Class and file an objection if you disagree with any part of the Settlement or the request for attorney's fees and expenses or the payment of the incentive award. You must state your objection in writing and file it with the Court no later than December 19, 2014. You must simultaneously mail your objection to plaintiffs' attorneys:

Scott E. Poynter  
Emerson Poynter LLP  
1301 Scott Street  
Little Rock, AR 72202

and

Todd Turner  
Arnold, Batson, Turner & Turner, P.A.  
501 Crittenden Street  
PO Box 480  
Arkadelphia, AR 71923

and to Alltel's attorneys:

Chad W. Pekron  
Quattlebaum, Grooms & Tull, PLLC  
111 Center Street, Suite 1900  
Little Rock, AR 72201

Included in any such objection must be a statement of the basis for your objection and any evidence supporting the objection, a declaration under penalty of perjury stating that you are a Settlement Class Member as described in section 2 above, and your full name, current address, and Alltel wireless telephone number. If you do not properly file and serve an objection by the required date, any objections you may have to the settlement will be waived and you will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If you decide to file an objection, you may be required to make yourself available for a deposition within a reasonable time before the Final Approval Hearing.

**8d. How do I exclude myself from the class?**

You can exclude yourself from the Settlement Class, which means you will not participate in any aspect of the Settlement and you may pursue your own claims, if any, at your own expense against Alltel or the Released Parties. To exclude yourself, you must submit your request to be excluded in writing to:

\_\_\_\_\_  
Settlement Administrator  
111 Anywhere Street  
Nowhere, CA 10000

Your request must be signed, include your name, address, and telephone number, and clearly state that you wish to be excluded from the class. Your request must be postmarked no later than December 19, 2014.

**9. When will the Court conduct the Final Approval Hearing?**

The Court will conduct a public hearing to determine whether to approve the proposed Settlement, and determine the amount of fees and expenses to be awarded to the attorneys for the plaintiffs and the class and payment of the incentive fees, on January 5, 2015. The Court may postpone the date. If available, notice of any such postponement will be posted at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). Although the hearing will be open to the public, you will not be permitted to speak at the hearing unless you have filed a timely objection to the Settlement, the attorney's fees and expenses, or the incentive award in the manner described in section 8.c above.

**10. Where can you get additional information?**

This notice provides only a summary of matters regarding the lawsuit. The documents, Stipulation and Settlement Agreement, and orders in the Action provide greater detail and may clarify matters that are described only in general or summary terms in this notice. Copies of the Stipulation and Settlement Agreement, other documents, court orders, and other information related to the lawsuit may be examined at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). Capitalized terms used in this notice have the meanings as defined in the Stipulation and Settlement Agreement. In case of conflict between the Stipulation and Settlement Agreement and this notice, the Stipulation and Settlement Agreement controls.

You may also examine the Stipulation and Settlement Agreement, the court orders and the other papers filed in the Action at the Office of the Clerk of the Circuit Court of Saline County, 200 North Main Street, Benton, Arkansas, during regular business hours. If you wish, you may seek the advice and guidance of your own attorney, at your own expense.

If you wish to communicate with or obtain information from attorneys for the class, you may do so by letter or by telephone at the addresses listed below. You should direct any such inquiries concerning a Claim or other matters described in this notice to Class Counsel:

Scott E. Poynter  
Emerson Poynter LLP  
1301 Scott Street  
Little Rock, AR 72202  
(501) 907-2555

and

Todd Turner  
Arnold, Batson, Turner & Turner, P.A.  
501 Crittenden Street  
PO Box 480  
Arkadelphia, AR 71923  
(501) 246-9844

**Please do not contact the Court, Counsel for Alltel, or any Alltel or Verizon Wireless representative for information.**

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

By order of the Circuit Court of Saline County, Arkansas.

\_\_\_\_\_  
Judge Grisham Phillips, Circuit Judge

**EXHIBIT F**

**CLAIM FILING INSTRUCTIONS**

Please read carefully the Notice describing a Settlement that has been preliminarily approved by the court in a class action lawsuit entitled *Rosenow v. Alltel Corporation and Alltel Communications, Inc.*, Case No. CV 2006-182-3, in the Circuit Court of Saline County, Arkansas, which concerns the Early Disconnect Penalty and/or Early Termination Fee charged by Alltel.

If you are a member of the Class you may claim benefits under the Settlement. The Class is defined as: Arkansas residents, excluding Alltel’s employees, officers, directors and agents, who have paid Alltel’s early termination fee from February 15, 2001 through [DATE OF ENTRY OF PRELIMINARY APPROVAL ORDER].

It is important to read and follow these instructions carefully. Failure to follow the instructions could result in the rejection of your claim for benefits. In order to receive any benefit to which you may be entitled under the Settlement, you must complete and return the Claim Form that accompanies these instructions no later than May 5, 2015.

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**Step One—Complete the Claim Form and Sign the Certification**

In order to be eligible for any refund, you must sign the Certification. This information will assist the Settlement Administrator in determining if you are entitled to relief pursuant to the Settlement.

**Step Two—Mail the Claim Form to the Settlement Administrator**

You must submit the Claim Form to the Settlement Administrator on or before the deadline of May 5, 2015.

The completed Claim Form, if mailed, must be postmarked on or before May 5, 2015. The completed Claim Form may be mailed by inserting it into an envelope, affixing first class postage, and mailing the envelope to the following address:

\_\_\_\_\_ Settlement Administrator  
888 ANYWHERE STREET  
NOWHERE, CA 10014

You also may complete the Claim Form on-line at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), on or before the deadline of May 5, 2015.

**IF YOU FAIL TO SUBMIT YOUR CLAIM FORM ON OR BEFORE MAY 5, 2015, YOUR CLAIM WILL BE REJECTED AND YOU WILL BE PRECLUDED FROM RECEIVING ANY PAYMENT FROM THE SETTLEMENT OF THIS LITIGATION.**

No paper Claim Form will be accepted without an original signature. A Claim Form will be deemed submitted when postmarked.

**FAILURE TO FILL OUT THE CLAIM FORM COMPLETELY MAY RESULT IN THE REJECTION OF YOUR CLAIM. No benefits will be made available until after approval of the Settlement by the Court becomes Final, including exhaustion of any appeals from the approval of the Settlement.**

**CLAIM FORM**

Class Action Settlement in *Rosenow v. Alltel Corporation and Alltel Communications, Inc.*

If you want to participate in the Settlement, please read the Notice and Claim Filing Instructions. To obtain relief under the Settlement, you must complete this form and submit it to the address below, postmarked on or before by \_\_\_\_\_, or complete the Claim Form on-line at www.\_\_\_\_\_.com, on or before \_\_\_\_\_.

**Certification:** I hereby certify, to the best of my knowledge and belief, that: (1) I held an account with Alltel; (2) between February 15, 2001 and [DATE OF PRELIMINARY APPROVAL], I paid one or more Early Termination Fees or Early Disconnect Penalties (“ETF”) charged by Alltel; (3) at the time I paid the ETF(s), my billing address was within the State of Arkansas.

\_\_\_\_\_  
Signature of Claimant \_\_\_\_\_  
Date

**NOTE: IF YOU DO NOT SIGN THE CERTIFICATION, YOU WILL NOT BE ABLE TO RECEIVE ANY RELIEF PURSUANT TO THE SETTLEMENT AND SHOULD NOT SUBMIT THIS CLAIM FORM.** If you have signed the Certification, please continue below.

Please note that Alltel may submit any documents in its possession challenging any representation made by you in this Claim Form and that your claim will be reviewed by the Settlement Administrator and may be approved or denied. The Settlement Administrator may provide you with written notice if your claim is denied. Please also note that if you are notified by the Settlement Administrator that your claim has been denied or reduced, the determination of the Settlement Administrator may be appealed to the Circuit Court of Saline County, Arkansas.

**Account Information:**

Name of Account Holder: \_\_\_\_\_  
Address to which Alltel bills were sent when ETF was charged: \_\_\_\_\_  
\_\_\_\_\_  
Address to which refund check should be sent (if different): \_\_\_\_\_  
\_\_\_\_\_  
Alltel wireless phone number(s) charged ETF: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Click here to submit electronically, or mail this Claim Form to:



Settlement Administrator

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888 ANYWHERE STREET  
NOWHERE, CA 10014