

STATE OF VERMONT
WASHINGTON COUNTY, SS.

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IN RE AT&T MOBILITY, LLC

Washington Superior Court
Docket No. 89-11.09

ASSURANCE OF DISCONTINUANCE

PURSUANT TO his authority under the Vermont Consumer Fraud Act, 9 V.S.A. ch. 63, the Vermont Attorney General caused an inquiry to be made into the treatment of Unicef customers by AT&T Mobility, LLC (hereinafter "Matters Investigated") and alleges as follows:

WHEREAS AT&T Mobility, LLC ("AT&T Mobility") is a Delaware Limited Liability holding company with principal executive offices at 1025 Lenox Park Blvd., Atlanta, Georgia 30319, that provides wireless telecommunications services throughout the United States;

WHEREAS in July, 2007, Verizon Communications Inc., entered into an agreement to acquire Rural Cellular Corp., d/b/a Unicef;

WHEREAS in order to proceed with the merger, Verizon agreed, with the United States and the State of Vermont, to divest its wireless businesses in six cellular market areas, including all of Vermont;

WHEREAS this agreement was incorporated into a Final Judgment entered on April 23, 2009, in *United States of America and State of Vermont v. Verizon Communications Inc., and Rural Cellular Corp.*, No. 08-0993 (D.D.C.) ("Final Judgment");

Office of the
ATTORNEY
GENERAL
109 State Street
Montpelier, VT
05609

WHEREAS, pursuant to a December 2, 2008, Purchase Agreement, Verizon Wireless sold to AT&T Mobility certain Unice! assets, including between 100,000 and 150,000 contracts between Vermont Consumers and Unice!;

WHEREAS in connection with this acquisition, and consistent with the Final Judgment, AT&T Mobility and Verizon entered into a Transition Services Agreement ("the TSA") with a one-year term that ends on December 22, 2009;

WHEREAS on December 22, 2009, the Unice! billing platform will be shut down, as a result of which, without the actions by AT&T Mobility described in this Assurance of Discontinuance, wireless service will be terminated to any Unice! Subscribers who have not transitioned from the Unice! billing system as of that date and they will lose their mobile telephone numbers;

WHEREAS beginning in early 2009, AT&T Mobility informed Legacy Unice! Subscribers in Vermont that they were now AT&T Mobility customers and urged them to subscribe to AT&T Mobility phones and rate plans;

WHEREAS beginning in May, 2009, AT&T Mobility notified Legacy Unice! Subscribers that their service would be interrupted in late 2009 but did not notify them until October, 2009, as to whether or in what manner AT&T would comply with its obligations under the Unice! contracts that it had acquired;

WHEREAS at the same time, AT&T Mobility held Unice! Subscribers to the terms of their Unice! contracts, including requiring them to pay an early termination fee ("ETF") of \$200.00 for each wireless line if the customer voluntarily terminated his or her Unice! contract prior to its termination;

WHEREAS AT&T Mobility met or communicated with the Vermont Department of Public Service on at least seven occasions in the first six months of 2009 and provided the Department information about the charging of the ETF and the customer communications that urged customers to subscribe to AT&T Mobility services;

WHEREAS AT&T Mobility claims that its plans for the end of the transition period remained fluid and were highly dependent on the Legacy UniceL Subscribers' reaction to the company's migration plans;

WHEREAS as of mid-2009, UniceL Subscribers in Vermont with term contracts extending beyond December 22, 2009, therefore had three choices: enter into a contract with AT&T Mobility, cancel their existing contract and pay the ETF, if any, or run the risk of having their wireless service disrupted in late 2009;

WHEREAS since December 22, 2008, more than 65,000 consumers have switched to AT&T Mobility contracts from UniceL contracts purchased by AT&T Mobility, and approximately 17,000 consumers were expected still to have UniceL term contracts as of October 15, 2009;

WHEREAS UniceL Subscribers have paid AT&T Mobility between \$150,000 and \$250,000 in ETFs for migrating to other carriers;

WHEREAS AT&T Mobility is bound by the length and other terms of the TSA as approved pursuant to the Final Judgment but has nonetheless voluntarily cooperated with the Vermont Attorney General's inquiry and reached this Assurance of Discontinuance with the Vermont Attorney General regarding the treatment of Legacy UniceL Subscribers as defined herein;

AND WHEREAS the Attorney General and AT&T Mobility are willing to accept this Assurance of Discontinuance pursuant to 9 V.S.A. § 2459;

THEREFORE the parties agree as follows:

A. DEFINITIONS

For the purposes of this Assurance of Discontinuance:

1. "AT&T Mobility Subscriber" means a Consumer or a Business Customer who switched from a Unicel wireless contract to an AT&T Mobility wireless contract (including a wireless data card contract) between December 22, 2008, and October 26, 2009.
2. "Consumer" means a Vermont resident or a business account with five (5) lines or fewer located in Vermont.
3. "Business Customer" means a Vermont business with an account of more than five (5) lines.
4. "Legacy Unicel Subscriber" means any Consumer who has had a term or month-to-month Unicel wireless contract for any period of time since December 22, 2008.
5. "Mobile device" includes mobile telephones, Blackberries, iPhones, wireless data cards, and similar equipment.
6. "Transition Deadline" means December 22, 2009, unless that date is extended pursuant to a modification of the Final Judgment.
7. "Unicel Subscriber" means a Consumer who, as of October 1, 2009, was on a term or month-to-month Unicel wireless contract.
8. "Wireless Data Card Customer" means a Consumer who has a "Data Only" rate plan from Unicel.

B. ASSURANCES

In doing business involving wireless equipment and service in Vermont, AT&T Mobility shall comply with the terms and conditions set forth below.

1. Comply with the prohibition on unfair and deceptive acts and practices set out in the Vermont Consumer Fraud Act, 9 V.S.A. § 2453(a); and
2. Not hold Consumers to wireless contracts with any of whose material terms AT&T Mobility will not, or cannot, comply.

C. REFUND OF EARLY TERMINATION FEES

1. No later than the Transition Deadline, AT&T Mobility shall refund, with interest at the annual rate of three (3) percent, all ETFs billed to Legacy Unice! Subscribers before October 26, 2009, and paid by them. This does not include ETFs paid by Legacy Unice! Subscribers for reasons other than transition of their Unice! contract (e.g., non-payment of bills). Said refund shall be in the form of a check payable to the subscriber, sent by first-class mail, postage prepaid, to the subscriber's last-known address, along with a letter in a form approved by the Attorney General, which approval shall not be unreasonably withheld.

2. AT&T Mobility shall pay the total amount of any checks returned to AT&T Mobility as undeliverable to the State of Vermont, in care of the Attorney General's Office, to be treated as unclaimed funds, no later than sixty (60) days after the Transition Deadline, accompanied by a list of the Consumers to whom they were sent and the Consumers' last-known addresses.

3. No later than thirty (30) days after the Transition Deadline, AT&T shall provide to the Attorney General's Office a summary report, stating the number and amount of ETF refund checks mailed under this Part C.

D. TREATMENT OF UNICEL SUBSCRIBERS

1. For Unicel Subscribers on term contracts, AT&T Mobility shall do the following:
 - a. Set a specific transition date for each Consumer that is no later than ten (10) days before the Transition Deadline;
 - b. No later than November 15, 2009, begin notifying the Consumers of their transition date and of the actions that AT&T Mobility will take, as described in this Part D, through a series of communications that include periodic text messages to their mobile devices without charge to the Consumer;
 - c. Identify, for each Consumer, a mobile device(s) containing identical or substantially the same features and functions as the Consumer's current Unicel mobile device, based on information available to AT&T Mobility, including information from the Consumer;
 - d. Send Consumers a new model of one of the mobile devices described herein, at no charge or obligation, by Federal Express or United Parcel Service with confirmation of delivery, approximately ten (10) days prior to the Consumer's transition date with an explanation of how the Consumer's Unicel mobile device will stop working and the new AT&T Mobility mobile device will start working on the transition date. In the event that a Consumer's physical address appears incorrect or is not included in the Unicel/AT&T Mobility records, AT&T Mobility shall make reasonable efforts to obtain the physical address and, if successful, send the Consumer a mobile device consistent with this subpart to the physical address either by Federal Express or United Parcel Service or using the United States Postal Service, in any case with confirmation of delivery; if unsuccessful, AT&T Mobility shall proceed pursuant to Part F, sec. 8.

e. Allow the Consumer, within thirty (30) days of receiving the free mobile device, to exchange the device for another device with the same features and functions from any AT&T Mobility company-owned retail store, and include an explanation of this entitlement with the free device;

f. Provide Consumers with the option to call an interactive voice response system (“IVR”) between the time they receive the AT&T Mobility mobile device and the Consumer’s transition date, to allow the Consumers to port their mobile telephone number(s) to the new AT&T Mobility mobile device at their convenience and to convert their contract to a month-to-month contract if the Unicel contract has less than one year remaining, or to a one-year contract if the Unicel contract has between one and two years remaining, with the same rates and material terms as the Unicel contract;

g. For Consumers who do not take steps to transition from their Unicel contracts or equipment prior to their transition date, automatically complete the porting of their mobile telephone number(s) on their transition date to their new mobile device without requiring them to take any action and convert their contract to a month-to-month contract if the Unicel contract has less than one year remaining, or to a one-year contract if the Unicel contract has between one and two years remaining, with the same rates and material terms as the Unicel contract;

h. For Consumers who transition from Unicel to AT&T Mobility through this process at a point of sale (i.e., through a company owned store), continue to serve them with the same rates and material terms as their Unicel contract. AT&T Mobility shall give Consumers with less than one year remaining on their Unicel contracts the choice of a one-year contract or a month-to-month contract. AT&T Mobility shall give Consumers with

between one and two years remaining on their Unicel contracts a choice between a one-year and a two-year contract.

2. For Consumers who are on a month-to-month Unicel contract, AT&T Mobility shall do the following:

a. Set a specific transition date for each Consumer;

b. No later than November 15, 2009, begin notifying the Consumers of their transition date and of the actions that AT&T Mobility will take, as described in this Subpart, through a series of communications that include periodic text messages to their cell phones without charge to the Consumer;

c. Send the Consumers a new AT&T Mobility Subscriber Identity Model ("SIM") card, at no charge or obligation, by Federal Express or United Parcel Service with confirmation of delivery, approximately ten (10) days prior to their transition date with a letter explaining (i) how to replace their Unicel SIM card, (ii) that placing the SIM card in the Unicel mobile device will ensure service continuity for voice calling and text messaging, and (iii) that data services such as web browsing will not work with the combination of their AT&T Mobility SIM card in their current Unicel mobile device but will work with a new AT&T Mobility mobile device. In the event that a Consumer's physical address appears incorrect or is not included in the Unicel/AT&T Mobility records, AT&T Mobility shall make reasonable efforts to obtain the physical address and, if successful, send the Consumer a SIM card to that address either by Federal Express, United Parcel Service or using the United States Postal Service, in any case with confirmation of delivery; if unsuccessful, AT&T Mobility shall proceed pursuant to Part F, Sec.8.

d. Provide the Consumers with the option to call an IVR between the time they receive their SIM card and their transition date, to allow them to port their mobile telephone number(s) to the new AT&T Mobility SIM card at their convenience;

e. For Consumers who do not self-port their mobile telephone number(s) prior to their transition date, automatically complete the porting of their mobile telephone number(s) to their new SIM card on the transition date, without requiring them to take any action; and

f. Ensure that all Consumers who transition from Unice1 to AT&T Mobility through the process described herein will continue with the same rates and material terms and under a month-to-month contract but now supported by the AT&T Mobility billing system.

g. If a Consumer on a month-to-month Unice1 contract selects a new AT&T Mobility mobile device, the Consumer may choose to have the device subsidized, in which case the Consumer may be required to sign a new two-year contract. Consumers who purchase an AT&T Mobility mobile device at the non-subsidized price shall not be required to sign a new contract.

h. Month-to-month Unice1 Subscribers who terminate service at any time shall not be charged an ETF, in accordance with their contracts.

3. For all Business Customers who are on a term Unice1 contract as of October 1, 2009, AT&T Mobility shall do the following:

a. Place a call to the Business Customer by November 15, 2009, and discuss the forthcoming transition and review customer options prior to the end of the TSA transition;

b. Set a specific transition date for the Business Customer;

c. No later than November 30, 2009, begin notifying the Business Customers of their transition date and of the actions that AT&T Mobility will take, as described in this Part D, through a series of communications that include periodic text messages to their mobile devices without charge to the Business Customer;

d. Identify, for each Business Customer, mobile devices containing identical or substantially the same features and functions as the Business Customer's current Unice! mobile devices, based on information available to AT&T Mobility, including information from the Business Customer;

e. Send the Business Customer a new model of one of the mobile devices described herein, at no charge or obligation, by Federal Express or United Parcel Service with confirmation of delivery, approximately ten (10) days prior to the Business Customer's transition date, with an explanation of how the Business Customer's Unice! mobile devices will stop working and the new AT&T Mobility mobile devices will start working on the transition date. In the event that a Business Customer's physical address appears incorrect or is not included in the Unice!/AT&T Mobility records, AT&T Mobility shall make reasonable efforts to obtain the physical address and, if successful, send the Business Customer mobile devices consistent with this subpart to that address either by Federal Express, United Parcel Service or using the United States Postal Service, in any case with confirmation of delivery; if unsuccessful, AT&T Mobility shall proceed pursuant to Part F, Sec. 8.

f. Allow the Business Customer, within thirty (30) days of receiving the free mobile devices, to exchange the devices for other devices with similar features and functions

from the customer's AT&T Mobility account executive, and include an explanation of this entitlement with the free devices;

g. Provide the Business Customer with the option to call an IVR between the time the Business Customer receives the AT&T Mobility mobile devices and the Business Customer's transition date, to allow the Business Customer to port his or her mobile telephone number(s) to the new AT&T Mobility mobile device at the Business Customer's convenience;

h. For Business Customers who do not take steps to transition from their Unicel contracts or equipment prior to their transition date, automatically complete the porting of their mobile telephone numbers on their transition date to their new mobile devices without requiring them to take any action; and

i. For Business Customers who transition from Unicel to AT&T Mobility through this process, continue to serve them to the extent practicable with the same rates and material terms until their Unicel contract termination date.

4. For all Business Customers on a month-to-month Unicel contract as of October 1, 2009, AT&T Mobility shall do the following:

a. Place a call to the Business Customer by November 15, 2009, and discuss the forthcoming transition and review customer options prior to the end of the TSA;

b. Set a specific transition date for the Business Customer;

c. No later than November 30, 2009, begin notifying the Business Customers of their transition date and of the actions that AT&T Mobility will take, as described in this Part D, through a series of communications that include periodic text messages to their mobile devices without charge to the Business customer;

d. Send the Business Customer new AT&T Mobility SIM cards, at no charge or obligation, by Federal Express or United Parcel Service with confirmation of delivery, approximately ten (10) days prior to the customer's transition date with a letter explaining (i) how to replace the UniceL SIM cards, (ii) that placing the AT&T Mobility SIM cards in the UniceL Mobile devices will ensure service continuity for voice calling and text messaging, and (iii) that data services such as web browsing will not work with the combination of the AT&T Mobility SIM cards in the current UniceL mobile devices but will work with new AT&T Mobility mobile devices. In the event that a Business Customer's physical address appears incorrect or is not included in the UniceL/AT&T Mobility records, AT&T Mobility shall make reasonable efforts to contact the Business Customer to obtain the physical address and, if successful, send the Business Customer the SIM cards to the physical address by Federal Express, United Parcel Service or using the United States Postal Service, in any case with confirmation of delivery; if unsuccessful, AT&T Mobility shall proceed pursuant to Part F, Sec. 8;

e. Provide the Business Customer with the option to call an IVR between the time the Business Customer receives the AT&T Mobility SIM cards and the Business Customer's transition date, to allow the Business Customer to port the customer's mobile telephone numbers to the new AT&T Mobility SIM cards at the Business Customer's convenience;

f. For Business Customers who do not take steps to transition from their UniceL contracts or equipment prior to their transition date, automatically complete the porting of their mobile telephone numbers on their transition date to their new SIM cards without requiring them to take any action; and

g. For Business Customers who transition from Unice1 to AT&T Mobility through this process, continue to serve them to the extent practicable under the month-to-month contract terms but now supported by the AT&T Mobility billing system.

5. For all wireless data card customers who are on a Unice1 service arrangement as of October 1, 2009, AT&T Mobility shall do the following:

a. Mail a letter, no later than November 30, 2009, to the customers notifying them of their service transition to AT&T Mobility, including their assigned transition date;

b. Send the customers an AT&T Mobility data card that is identical or substantially the same as their Unice1 wireless data card to replace the existing Unice1 service. In the event that a Consumer's physical address appears incorrect or is not included in the Unice1/AT&T Mobility records, AT&T Mobility shall make reasonable efforts to contact the Consumer to obtain the physical address and, if successful, send the Consumer a data card to that address either by Federal Express, United Parcel Service or using the United States Postal Service, in any case with confirmation of delivery;

c. Map the customers to their Unice1 rate plan on the AT&T Mobility billing system;

d. Notify Unice1 of the customers' transition date; and

e. For customers who do not self-port their wireless data cards prior to their transition date, automatically complete the porting of their cards on their transition date without requiring them to take any action.

E. TREATMENT OF AT&T MOBILITY SUBSCRIBERS

1. AT&T Mobility shall offer and provide all AT&T Mobility Subscribers (other than Business Customers, regardless of the number of lines) who have not upgraded to an exclusive AT&T device (i.e., iPhone, Blackberry, or other quick messaging device) or whose Unice! contracts would have expired on or after October 26, 2009, an opportunity to make a written or telephonic request to AT&T no later than thirty (30) days after receiving the notice of options and rights required by this Assurance of Discontinuance, and, based on that request, to obtain, without payment or other obligation:

a. Modification of their AT&T Mobility contract to contain the same rates and material terms as their original Unice! contract, provided, however, that the durational term of their AT&T Mobility contract shall remain in effect, and, once the durational term expires, continuation on a month-to-month contract with the same rates and the same material terms as their original Unice! contract; and

b. A billing credit, in the amount of fifty dollars (\$50.00) per account, within thirty (30) days of their request to AT&T Mobility under this Part.

F. NOTICES, TIME FRAMES, AND OTHER PROVISIONS

1. Notice of options and rights. No later than November 1, 2009, for Unice! Subscribers, and no later than November 15, 2009, for those AT&T Subscribers described in subpart E(1) of this Assurance of Discontinuance, AT&T Mobility shall send a letter by first-class mail, postage prepaid, to those Subscribers at their last-known address, notifying them of all of their options and rights under this Assurance of Discontinuance. The letter shall be in a form approved by the Attorney General, which approval shall not be unreasonably withheld.

2. *Time frame under Part D.*

a. No later than November 6, 2009, AT&T Mobility shall load the rate plans, perform the mobile device mapping, build the porting automation required, and take all other technical steps needed to comply with the terms of Part D, above.

b. AT&T Mobility shall begin the transition process described in Part D no later than November 15, 2009, for at least one thousand (1,000) Unice! Subscribers. Once this first round is complete, AT&T Mobility shall launch a second round for a significantly larger number of Unice! Subscribers; and once the second round is complete, AT&T Mobility shall begin running subsequent rounds in parallel, typically one round per business day, until all Unice! Subscribers have been transitioned from Unice! to AT&T Mobility.

c. The dates stated above may change if AT&T Mobility receives an extension of the Transition Deadline. If, as a result of the extension of the Transition Deadline pursuant to this Assurance of Discontinuance, any Consumers' transition dates are to be changed, AT&T Mobility shall promptly notify the Consumers of that fact.

d. Consumers whose accounts are suspended for non-payment as of November 30, 2009, will not be eligible for the treatment stated in Part D above.

3. *Communications with Consumers.* AT&T Mobility shall ensure that all communications with and explanations to Consumers that are required by this Assurance of Discontinuance are clear and conspicuous, and are set out in plain English. AT&T Mobility shall also make Consumers' options under this Assurance of Discontinuance readily available for distribution at all of its retail outlets in Vermont, including at agent and dealer locations.

4. *Blackberries.* Consumers who use Blackberry service may not be able to fully complete a transition with a simple mobile device or SIM swap but may require a higher level of direct interaction in order to successfully migrate their service. AT&T Mobility shall provide needed assistance to these Consumers prior to the Transition Deadline.

5. *Customer deposits.* No later than January 22, 2009, AT&T Mobility shall refund to all Legacy UniceL Subscribers any deposit that they paid in order to have UniceL service. The deposits of Consumers whose accounts are suspended for non-payment as of November 30, 2009, will first be credited against their outstanding balances before any refund is given.

6. *Accounts receivable policy.* AT&T Mobility need not allow customer porting if a Consumer was suspended by UniceL due to non-payment. However, Consumers who are late in making their payments but have not had their service suspended by UniceL shall be eligible for porting.

7. *Billing cycle alignment.* If a UniceL Subscriber's transition to AT&T Mobility does not produce a final UniceL bill before the end of the TSA, AT&T Mobility shall apply a credit to the account for thirty (30) days' service at the time of the transition.

8. *"Hotlining."* AT&T Mobility may hotline Consumers—automatically route one of their outbound call attempts to a call center—once, or a reasonable number of times, prior to the end of their transition to ensure that they understand the change-over of their mobile device or SIM card. AT&T Mobility may also hotline customers if it believes that a bad address or incomplete data is impacting AT&T Mobility's efforts to provide transition service to the customer.

9. *Sales representatives, agents and dealers.* AT&T Mobility may create special commissions for its own sales representatives and its agents and dealers to support

Consumer transitions during the transition period as described in this Assurance of Discontinuance, as long as incentives are not created that would undermine or be inconsistent with the terms of this Assurance of Discontinuance. Sales representatives, agents and dealers shall give reasonable assistance to Consumers in making the transition described herein, in resolving technical issues related to the transition, and in helping Consumers who want to move their address books or other information from a Unice! mobile device to an AT&T Mobility mobile device.

G. PAYMENT TO THE STATE

Within thirty (30) days of signing this Assurance of Discontinuance, AT&T Mobility shall pay to the State of Vermont, in care of the Vermont Attorney General's Office, the sum of two hundred thirty thousand dollars (\$230,000.00) as fees and costs in connection with the State's investigation and resolution of this matter.

H. GENERAL PROVISIONS

1. Acceptance of this Assurance of Discontinuance by the Vermont Attorney General does not constitute approval of any business practices by AT&T Mobility, nor shall the company or anyone acting on its behalf state or infer otherwise.

2. This Assurance of Discontinuance shall be binding on, and apply to, AT&T Mobility, its principals, officers, directors, employees, and assignees, and any individual, parent, subsidiary, division, or other entity through which AT&T Mobility may now or hereafter act.

3. It is understood and agreed that this Assurance of Discontinuance shall apply only to the Matters Investigated and only to the extent that the matters described herein concern residents of the State of Vermont.

4. To the extent that the provisions of this Assurance of Discontinuance conflict with any Vermont, local, or federal law that now exists, or is later enacted or amended, such law and not this Assurance shall apply where such conflict exists. For the purposes of this Assurance, a conflict exists if any conduct prohibited by this Assurance is required or expressly permitted by such Vermont, local, or federal law, or if conduct required by this Assurance is prohibited by such Vermont, local, or federal law.

5. This Assurance of Discontinuance sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous promises, covenants, agreements, conditions, or understandings, express or implied, and, except as otherwise provided herein, this Assurance shall be modified only by a written instrument signed by or on behalf of the Attorney General and signed by AT&T Mobility.

6. This Assurance of Discontinuance is a voluntary settlement agreement and a compromise of disputed allegations of fact and law and is not an admission of nor shall it be considered evidence of the violation of any law, rule or regulation. Nothing in this Assurance of Discontinuance shall be construed to limit AT&T Mobility's ability or right to assert any legal or equitable defenses in any pending or future proceeding of any kind, except with respect to enforcement of this Assurance of Discontinuance by the Vermont Attorney General. Entry into this Assurance of Discontinuance by AT&T Mobility does not constitute a waiver of any claims or defenses it may have in any other proceeding that has

been or may have been brought against it by any third party arising from or related to matters which have been the subject of this Assurance of Discontinuance.

7. The parties hereby consent to entry of this Assurance of Discontinuance, which shall constitute a settlement of the Matters Investigated. The parties further stipulate and agree that the execution of this Assurance shall constitute a full, complete, and final settlement of the Matters Investigated.

8. The Attorney General, on behalf of the State of Vermont hereby releases, acquits, and forever discharges AT&T Mobility, and its parents and subsidiaries, including its principals, officers, directors, employees, assignees, agents, representatives, successors, and assignees from any and all actions, causes of action, obligations, liabilities, claims or demands for damages, civil penalties, claims for relief, or demands whatsoever in law or equity, civil or administrative, which were asserted or maintained, or could have been asserted or maintained, against AT&T Mobility in any civil, enforcement action or administrative action, or proceeding, based upon or arising out of the Matters Investigated. It is agreed that the Attorney General will not reopen the Matters Investigated except to the extent that he investigates compliance with, or an alleged breach of, this Assurance of Discontinuance.

9. If the Attorney General believes that AT&T Mobility has failed to comply with any term of this Assurance of Discontinuance, the Attorney General shall notify AT&T Mobility in writing and AT&T Mobility shall have twenty (20) business days from receipt of such written notice to provide a good faith written response to the Attorney General's notice; provided, however, that the Attorney General may take action where the Attorney General determines that action in the public interest is warranted. AT&T Mobility's good-

faith written response to the notification shall contain either: (i) a statement explaining why it believes it is in compliance with the Assurance; or (ii) a detailed explanation of how the alleged violation occurred and a statement explaining that the alleged violation has been cured and how; or (iii) a statement that the alleged violation cannot be reasonably cured within twenty (20) business days from receipt of the notification, but that AT&T Mobility: (a) has begun to take corrective action to cure the alleged violation; (b) is pursuing such corrective action with reasonableness and due diligence; and (c) has provided the Attorney General with a reasonable timetable for curing the alleged violation.

10. Violations of this Assurance of Discontinuance that are isolated and *de minimis* shall not give rise to penalties for non-compliance as long as AT&T Mobility promptly corrects those violations, including making whole any Consumers who have suffered a loss as a result of the non-compliance.

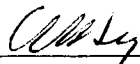
11. The person who signs this Assurance of Discontinuance in a representative capacity for AT&T Mobility warrants that he or she is duly authorized to do so.

12. This Assurance of Discontinuance may be executed in one or more counterparts, each of which shall be deemed to be an original but which together shall constitute the Assurance.

Date: 11/2/03

STATE OF VERMONT

WILLIAM H. SORRELL
ATTORNEY GENERAL

by: 
Elliot Burg
Assistant Attorney General

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Date: Nov 4, 2009

AT&T Mobility, LLC

by: William W. Hague
William P. Hague
EVP - Roaming and International
AT&T Mobility, LLC
Its Authorized Agent

APPROVED AS TO FORM:

Elliot Burg
Elliot Burg
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Montpelier, VT 05609

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For AT&T Mobility LLC
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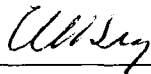
Date: _____

AT&T Mobility, LLC

by: _____

William P. Hague
EVP - Roaming and International
AT&T Mobility, LLC
Its Authorized Agent

APPROVED AS TO FORM:



Elliot Burg
Assistant Attorney General
Office of Attorney General
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For AT&T Mobility LLC
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