

**STATE OF FLORIDA
OFFICE OF ATTORNEY GENERAL**

IN THE MATTER OF:

**Verizon Wireless Services LLC
&
Alltel Communications, LLC**

CASE NO. L08-3-1035

CASE NO. L08-3-1034

Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the **OFFICE OF THE ATTORNEY GENERAL** (“Attorney General”) has, on behalf of the State of Florida and its citizens, made inquiries into the marketing, advertising, and business practices of certain advertisers, content providers, and aggregators of third-party mobile content, including an inquiry into these practices in the context of third-party billing by wireless service providers, including Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, whose principal address is One Verizon Way, Basking Ridge, New Jersey 07920, and Alltel Communications, LLC, a Delaware limited liability company, whose principal address is One Allied Drive, Little Rock, Arkansas 72202 (collectively, “Respondents”).

THE ATTORNEY GENERAL acknowledges that Respondents have fully and voluntarily cooperated with the Attorney General in its inquiries into the third-party wireless content industry, have worked with the Attorney General to create and impose industry-leading disclosure standards for the protection of their consumers, and have worked to aggressively monitor compliance with those standards by aggregators, content providers, and advertisers. The Attorney General recognizes that Verizon Wireless has implemented, on its own

accord, commendable business practices in the third-party wireless content industry intended to benefit consumers. As Respondents have fully cooperated with the Attorney General, this Assurance of Voluntary Compliance (“AVC”) is solely intended to resolve the investigation against Respondents with respect to their third-party mobile content business (the “Investigation”). Respondents have agreed to help effectuate industry-wide consumer protection practices that will further protect consumers in Florida and throughout the nation. By their actions, Respondents have demonstrated their willingness to assist the Attorney General and have also pledged their continued cooperation with the Attorney General’s ongoing inquiries into the third-party wireless content industry.

IT IS AGREED that this Assurance of Voluntary Compliance (“AVC”) does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency that Respondents have engaged in any act or practice declared unlawful by any laws, rules or regulations of the State of Florida or as might apply in Florida. Instead, this AVC reflects the cooperation of Respondents with the State of Florida. Respondents deny any liability or violation of law and enter into this AVC without any admission of liability. The parties intend that this AVC shall not be used as evidence in any action or proceeding.

THE ATTORNEY GENERAL, by the signature of his Deputy affixed hereto, does in this matter accept this AVC in termination of its inquiry into Verizon Wireless and Alltel, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the Attorney General by said statute and without any finding of wrongdoing on the part of Respondents. The Attorney General and Respondents hereby agree and stipulate to the following:

JURISDICTION AND VENUE

1. Respondents are wireless voice and data service providers.
2. The State of Florida has jurisdiction over Respondents for the purpose of entering into this AVC and for any enforcement actions arising out of this AVC.
3. Venue for any matter relating to or arising out of this AVC shall lie solely in Leon County, Florida.

DEFINITIONS

4. As used herein:
 - A. “Verizon Wireless” means Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, whose principal address is One Verizon Way, Basking Ridge, New Jersey 07920, as well as any and all entities in which Cellco Partnership d/b/a Verizon Wireless has a management or controlling interest and which engage in the marketing and business practices specified herein.
 - B. “Alltel” means Alltel Communications, LLC, a Delaware limited liability company, whose principal address is One Allied Drive, Little Rock, Arkansas 72202, as well as any and all entities in which Alltel has a management or controlling interest and which engage in the marketing and business practices specified herein.
 - C. “Clear and conspicuous” or “clearly and conspicuously” means that a statement, representation, claim or term being conveyed is readily noticeable and understandable to the persons to whom it is directed. To determine whether a statement, representation, claim or term is clear and conspicuous, factors to consider include:

- i. whether it is of sufficient prominence in terms of size, placement, color, contrast, duration of appearance, sound and speed, as to be readily noticeable and reasonably understandable by a person to whom it is directed;
 - ii. whether, in print or electronic media or orally represented, it is located sufficiently near the representations, statements, claims or terms it clarifies, modifies, explains, or to which it otherwise relates;
 - iii. whether it contradicts, or renders confusing or ambiguous, any other statement;
 - iv. whether it is or appears to be inconsistent with any other statement.
- D. “Consumer” means any consumer who is a resident of the State of Florida.
- E. “Mobile Content” refers to certain content, goods, and services purchased from a Third-Party Provider.
- F. “Third-Party Mobile Content” means Mobile Content sold by a Third-Party Provider directly to Respondents’ wireless Consumers and charged to the bill of one of Respondents’ wireless Consumers or which costs or fees are withdrawn from the prepaid account of one of Respondents’ wireless Consumers.
- G. “Third-Party Provider” means entities other than Respondents that advertise, aggregate billing for, offer, and/or sell Third-Party Mobile Content, including Third-Party Mobile Content subscriptions, directly to Respondents’ wireless Consumers.

- H. “Account Holder” means a Consumer who possesses a mobile telephone number that has a Florida area code and corresponds to an account for wireless service with Respondents.
- I. “Initial Representation” means all sponsored links, organic links, email subject lines, banner ads, pop-ups, and any and all other primary impressions created or presented by a Third-Party Provider relating to its advertisement of Third-Party Mobile Content.

COMPLIANCE TERMS

- 5. In connection with any Internet-based purchase of Third-Party Mobile Content subscriptions by an Account Holder, Respondents shall include in their future contracts with Third-Party Providers the following prohibitions for Third-Party Providers to follow, to the extent these prohibitions are not already included in such contracts:
 - A. the use of the terms “free,” “complimentary,” “no charge,” “without charge,” or any other term that reasonably leads a Consumer to believe that he or she may receive something of value, entirely or in part without a requirement of compensation in any form, or that tends to convey the impression to the consuming public that an article of merchandise or service is “free,” unless the Initial Representation clearly and conspicuously states that the free item may be received by a Consumer pursuant to his or her authorization of billing for a paid subscription plan, the price of the plan, and its term. For example, a free ringtone offer requiring a Consumer to subscribe to a monthly subscription plan at a cost of \$9.99 per month shall say, “Free ringtone with paid monthly subscription of \$9.99/month” or words of similar effect.

- i. The Parties acknowledge that Verizon Wireless has met with search engine companies, including Google and Yahoo, and encouraged those companies to enforce their own compliance policies related to the use of the word “free” in the advertisement of third-party mobile content. To that end, Verizon Wireless has provided information to these search engine companies regarding violations of its third-party mobile content policies by third-party providers.
- B. in a manner consistent with Mobile Marketing Association (“MMA”) guidelines, the advertisement or promotion of any Third-Party Mobile Content that is available only through certain wireless carriers, unless the advertisement clearly and conspicuously discloses that the Third-Party Mobile Content is not available through all carriers.
- C. in a manner consistent with the MMA guidelines, the advertisement or promotion of Third-Party Mobile Content that is available only on certain of Respondents’ makes or models of mobile devices unless the advertisement clearly and conspicuously discloses that the Third-Party Mobile Content is not available on all Respondents’ mobile devices.
- D. in a manner consistent with the MMA guidelines, the inclusion in any offer of a term or condition necessary to its acceptance whereby the Consumer agrees to accept advertising or promotional messages delivered electronically to cell phones via text messaging, email or otherwise, that are independent of the current offer, or unconnected to the delivery of the current offer, unless consented to by the Consumer.

E. in a manner consistent with the MMA guidelines, the placement of pre-checked boxes in an offer intended to be used for acceptance of the terms and conditions of the offer.

6. **IT IS FURTHER AGREED** by the parties that Respondents, as a provision in all future contracts entered into with any Third Party Provider shall require that the web-based advertising for third-party content conform to the following minimum standards:

A. the advertising shall contain a minimum of 12 point font size for at least one price and billing period disclosure (in conformity with web standard font size equivalents) and a minimum color contrast value of 125 (see Exhibit A) for this same price and billing period disclosure; and

B. in addition to the above, the advertising shall:

i. as to that price and billing period disclosure in (6.)(A.) above, place this disclosure within 125 pixels above, below, to the left, or to the right of the cell number submit field and P.I.N. submit field on web pages with cell number submit fields and P.I.N. submit fields. The price point must be disclosed in numerical format “0-9” and include dollar sign “\$.” The price and term must not contain any other text. One example of an acceptable price disclosure is, “For \$9.99 per month.”

ii. disclose the alternative wireless content available, if any, in a font no smaller than one-half the font size of the primary offer description. This disclosure must also be no further than 20 pixels from the primary offer description. For example, “Get 10 Ringtones [50 point font size] or a Cool Text Service [minimum of 25 point font size].”

- iii. disclose above the fold, that a user must have the permission of the Account Holder to participate in the offer.
- iv. disclose on the cell submit page and P.I.N. submit page, with a minimum of three lines of text above the fold (if there are three or more lines of terms and conditions), the following terms and conditions:
 - (1) whether other charges may apply,
 - (2) if the offer is for a recurring subscription plan, that the consumer will be charged automatically with no further action on the part of the consumer, the frequency with which the charge will automatically be made to the account in absence of cancellation of the plan, and that the consumer will continue to receive the charges until the consumer cancels the plan,
 - (3) how to cancel the plan,
 - (4) the mechanism for charging the consumer, e.g., “charges shall appear on your cellphone bill” or “payment will be deducted from your prepaid balance on your cellphone account,”
 - (5) pricing disclosure, subscription disclosure, and opt-out instructions in the terms and conditions,
 - (6) notification in the terms and conditions that any charges will be applied to the Consumer’s phone bill or deducted from his or her prepaid balance, and

(7) a link to the full set of terms and conditions, if the full set of terms and conditions is not already provided in the web page.

7. For purposes of the minimum standards contained in Paragraphs 5 and 6, the parties agree to adopt: (a) page fold measurements based on a 1024x768 resolution monitor, (b) the W3C brightness formula, and (c) the definition of “pixel” to mean an Interactive Marketing Unit (“IMU”), as described by the Interactive Advertising Bureau.
8. Notwithstanding the minimum standards contained in Paragraphs 5 and 6, any advertisement that fails to meet any of the above numerical requirements in technical and non-material fashion (e.g., price disclosure is 128 rather than 125 pixels in distance from the cell phone number or P.I.N. submit field) may still contain the clear and conspicuous disclosure to the consumer that is required by law. The Attorney General does not contend that every advertisement that fails to comply with all of the standards contained in Paragraphs 5 and 6 necessarily violates the laws of Florida but does contend that the compliance guidelines contained herein are of great use to consumers and the industry in like measure. The Attorney General does believe that advertisements that comply with Paragraphs 5 and 6 also comply with the laws of Florida. The Attorney General acknowledges that methods of advertising mobile content may change over time, and that new measures to protect consumers may evolve that are not covered by the terms of this AVC. Respondents, at their option, may submit proposals for revised versions of Paragraphs 5 and 6 from time to time. The Attorney General will, in good faith, promptly review each such proposal and, to the extent it is reasonably satisfied that the proposal comports with the laws of Florida and its then-current understanding of existing

industry norms, it will approve the proposal. If the Attorney General rejects any such proposal, it will to the extent practicable suggest modifications to the proposal that will comport with the laws of Florida.

9. The Attorney General shall make good faith efforts to impose the same minimum standards contained in Paragraphs 5 and 6 on all other wireless service providers that have entered into an AVC, or will enter into an AVC, with the Attorney General.
10. The parties acknowledge that the standards contained in Paragraphs 5 and 6, herein, are applicable only to the provision of Mobile Content by Third Party Providers. Specifically, these standards and this AVC do not apply to any other business practice of Respondents.
11. For all new service activations, service renewals, or changes to an existing Wireless Service Agreement, Respondents shall continue to utilize a Wireless Service Agreement and/or customer brochure in Florida that contain disclosures that convey, in substance, the following:

You agree to pay all access, usage and other charges and fees we bill you or that the user of your wireless phone accepted, even if you weren't the user of your wireless phone and didn't authorize its use. Additional features and services such as operator or directory assistance, call dialing, calling card use, Call Forwarding, data calls, automatic call delivery, Voice Mail, Text Messaging and wireless Internet access, may have additional charges.

Users on an account may directly access text and premium message programs and incur charges. If you do not want a user on your account to access such content, or feel that certain material is inappropriate, you may block text messaging. These programs are

sponsored by third parties and identified by unique five- or six-digit numbers (“short codes”). Programs and opt-in requirements vary. Standard messaging charges apply to all messages sent and received via short codes. Some programs also charge additional premium fees (“Premium Programs”), the amount and billing frequency of which will be disclosed at time of opt-in and billed on your Verizon Wireless bill. To opt-in, send a text message to the applicable short code and follow any instructions. To opt out at any time, send the words CANCEL, END, QUIT, STOP or UNSUBSCRIBE to the applicable short code. To get more information, including contact details for the third-party sponsor, send the word HELP to the applicable short code. Some campaigns may be subject to additional terms and conditions. To block Premium Programs you can request a premium message block.

12. Respondents shall notify all existing Account Holders by bill insert, for Account Holders who receive paper bills and electronically for Account Holders who receive electronic bills of the existence of Mobile Content through the following disclosure: “Your wireless devices can be used to purchase goods, content, and services (including subscription plans) like ring tones, graphics, games and news alerts, from Respondents or other companies (“Mobile Content”). You are responsible for all authorized charges associated with such purchases from any device assigned to your account. Charges for Mobile Content will appear on your bill (including charges on behalf of other companies), and Mobile Content purchases can be restricted by use of parental controls or similar features. Parents should consider using parental controls available from Verizon Wireless. Please visit our website at www.verizonwireless.com or speak with a Verizon Wireless customer representative for further information.” The notification required by this paragraph may

be made in conjunction with and as part of the Refund Program Notice described in Paragraph 16 below.

13. Respondents shall continue to make available to Account Holders monthly wireless service bills that have a separate section that includes Third Party Mobile Content charges to Account Holders and in which these charges are clearly, conspicuously, and separately listed. The monthly wireless service bills shall continue to include a readily accessible phone number that Account Holders can call to dispute such charges.
14. With respect to its billing for Third-Party Mobile Content, Respondents shall continue their practice of resolving billing disputes, including issuing credits and refunds, without referring the customer to a Third-Party Provider for such resolution. Respondents agree that it will continue to cancel or terminate an Account Holder's enrollment in any recurring membership program for Third-Party Mobile Content upon that Account Holder's request via customer care. Also, upon an Account Holder's request, Respondents will implement a block on Third-Party Mobile Content at no charge to the Account Holder. The Attorney General recognizes that prior to the commencement of the investigation resolved by this AVC, Respondents offered its customers the ability to block Third-Party Mobile Content, and to implement parental controls regarding such content, free of charge.
15. For a period of one (1) year following execution of this AVC by all parties, Respondents shall, upon written request by the Attorney General or his designate and with an opportunity to object, reasonably and promptly cooperate with the Attorney General in its inquiries into any Third-Party Providers. Such assistance shall include, but is not limited to, promptly providing the Attorney General with all non-privileged documents requested

relating to such inquiries within thirty (30) calendar days of a request for such material, or as otherwise agreed.

MONETARY TERMS

Consumer Credits and Refunds

16. Respondents shall issue credits and refunds to Account Holders for past unauthorized charges for Third-Party Mobile Content subscription purchases (“Refund Program”). Respondents shall provide clear and conspicuous notice of the Refund Program (“Refund Program Notice”) by bill insert to all Account Holders who receive paper bills, electronically for Account Holders who receive electronic bills, and by electronic mail to former Account Holders for whom Respondents retain an email address and for whom Respondents have permission to send emails. The text of the “Refund Program Notice” shall be as follows:

“This is an important notice regarding the ability of certain (Verizon Wireless/Alltel) customers in Florida to obtain credits or refunds for unauthorized purchases of third-party mobile content subscriptions, such as subscriptions for ringtones, graphics, and games. (Verizon Wireless/Alltel) has entered into an agreement with the Florida Attorney General. As part of the agreement, and in order to cooperate with the Florida Attorney General, (Verizon Wireless/Alltel) is offering to provide account holders with credits or refunds for unauthorized mobile content subscription purchases. If (Verizon Wireless/Alltel) has billed your account for the purchase of a third-party mobile content subscription that you did not authorize, you may receive a credit or refund of all unauthorized amounts paid. Customers may seek refunds even if they are no longer (Verizon

Wireless/Alltel) customers. Customers must affirm that they did not authorize the third-party mobile content subscription for which they seek a refund or credit. Please see *[include contact information including Internet address and/or toll-free telephone number]* for more information on the details of the Refund Program and how to make a claim.”

17. Respondents and the Attorney General agree that the Refund Program shall remain open for six months following the issuance of the Refund Program Notice. Respondents agree that for each current and former Account Holder making a claim, Respondents will credit or refund the full amount of unauthorized Third-Party Mobile Content subscription amounts paid by the Account Holder, provided the Account Holder affirms that the charges were unauthorized, and there shall be no limitation on the total amount credited or refunded to all Account Holders under the Refund Program. Notwithstanding the foregoing, Respondents is not required to issue credits or refunds in cases of demonstrable abuse or fraud by consumers. After sending out the Refund Program Notice, Respondents will provide reports every two months to the Attorney General showing the amount of credits and refunds issued and detail as to claims denied in connection with the Refund Program.

Settlement Funds

18. Within 10 days of the parties’ execution of this AVC, Respondents shall pay to the Attorney General the sum of \$500,000.00 (five hundred thousand dollars) and, thereafter, within 60 days of the parties’ execution of the AVC, Respondents shall pay the sum of \$1,000,000.00 (one million dollars), for a total of \$1,500,000.00 (one million and five hundred thousand dollars), which shall be allocated as follows:

- A. \$1,000,000.00 (one million dollars) from Verizon Wireless, for the Attorney General's attorney's fees and costs related to this matter, made payable to the Legal Affairs Revolving Trust Fund and sent to Will Haselden, Assistant Attorney General, Office of the Attorney General, Department of Legal Affairs, PL-01, The Capitol, Tallahassee, Florida 32399-1050, pursuant to Section 501.2101, Florida Statutes (2008).
- B. \$500,000.00 (five hundred thousand dollars) from Alltel, for the Attorney General's attorney's fees and costs related to this matter, made payable to the Legal Affairs Revolving Trust Fund and sent to Will Haselden, Assistant Attorney General, Office of the Attorney General, Department of Legal Affairs, PL-01, The Capitol, Tallahassee, Florida 32399-1050, pursuant to Section 501.2101, Florida Statutes (2008).

NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

19. In consideration for the fulfillment of the compliance and monetary terms set forth above, no penalties shall be imposed against Respondents pursuant to the Attorney General's investigation. If the Attorney General believes that a material breach of this AVC has occurred, the Attorney General shall give written notice to Respondents within twenty (20) days of the alleged material breach. The notice shall describe in detail the claimed material breach. Following notice, Respondents shall have a reasonable opportunity to cure during which time no enforcement action shall be taken. Specifically, Respondents shall have thirty (30) days from the receipt of the notice within which to provide a good faith written response to the Attorney General's determination. The response shall include, at a minimum, either:

- A. A statement explaining why either Respondent believes it is in full compliance with the AVC; or
 - B. An explanation of how the alleged material breach occurred; and
 - i. a statement that the alleged breach has been cured and how; or
 - ii. a statement that the alleged breach cannot be reasonably cured within thirty (30) days from receipt of the notice, but (a) Respondents have begun to take corrective action to cure the alleged breach, (b) Respondents are pursuing such corrective action with reasonable and due diligence, and (c) Respondents have provided the Attorney General with a detailed and reasonable timetable for curing the alleged breach.
20. In the event that the Attorney General becomes aware of any action by a Third-Party Provider that fails to meet the minimum standards contained in Paragraphs 5 and 6, the Attorney General shall notify Respondents in writing so that Respondents may notify the Third-Party Provider and make good faith efforts to take corrective action under the terms of its contract with that Third-Party Provider. The Attorney General understands and agrees that, in agreeing to this AVC, Respondents are not a guarantor of the performance of Third-Party Providers.

APPLICATION, ACCEPTANCE, AND OTHER TERMS

21. Respondents shall be responsible for making the substantive terms and conditions of this AVC known to appropriate Respondents' officers, directors, employees, agents, representatives, independent contractors, successors, and assigns, with responsibilities for the subject matter of this AVC.

22. The terms of this AVC and the relief covered herein are limited to the State of Florida and Respondents' Account Holders with Florida area codes.
23. Except as otherwise provided herein, Respondents will implement the terms of this AVC within one hundred and eighty (180) days following execution of the AVC by all parties. Respondents may, supported by the production of competent, substantial evidence of technological advances in the online advertising of Third-Party Mobile Content, request modification or amendment of this AVC to comport with those technological changes. The Attorney General will consider such a request in good faith and will provide a response to Respondents' request within a reasonable time.
24. Upon receipt of the executed AVC, Will Haselden will sign the AVC and then forward it to the Deputy Attorney General. The Deputy Attorney General has final authority to approve or disapprove of the entry of the AVC. This AVC shall become effective upon its acceptance by the Deputy Attorney General, who may refuse to accept it at his discretion.
25. The Attorney General on behalf of the State of Florida and its citizens, hereby releases, acquits, and forever discharges Respondents and their parents and subsidiaries, from any and all actions, causes of action, obligations, liabilities, claims or demand for damages, civil penalties, claims for relief, or demand whatsoever in law or in equity, civil or administrative, which were asserted or maintained, could have been asserted or maintained, or which could in the future be asserted or maintained against Respondents in any civil, enforcement action or administrative action, or proceeding, based upon, arising out of, related to, or connected with, directly or indirectly, the sale and marketing of Third-Party Mobile Content and any related matters. It is agreed that the Attorney

General will not reopen this matter except to the extent it investigates an alleged breach of this AVC.

26. This AVC is not and shall not in any event be construed, deemed to be, and/or used as:
 - (a) an admission or evidence of the validity of any claim that the Attorney General has or could assert against Respondents, or an admission or evidence of any alleged fault, wrongdoing, or liability whatsoever by Respondents; and/or
 - (b) an admission or evidence of any fault, liability, or wrongdoing by Respondents in any civil, criminal, or administrative proceedings, except as may be necessary by the Attorney General to consummate or enforce this AVC.
27. Nothing in this AVC shall be construed to limit or to restrict Respondents' right to use this AVC, or payments made hereunder, to assert and maintain the defenses of *res judicata*, collateral estoppel, payment, compromise and settlement, accord and satisfaction, or any other legal or equitable defenses in any pending or future legal or administrative action or proceeding. By entering into this AVC, Respondents do not intend to waive and do not waive any defenses it may have in any action or proceeding that has been or may be brought against it by any person, entity, and/or agency.
28. No waiver, modification or amendment to the terms of this AVC shall be valid or binding unless made in writing, signed by the parties and then only to the extent set forth in such written waiver, modification, or amendment.
29. No waiver of any term, provision, or condition of this AVC, whether by conduct or otherwise, in anyone or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver

constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

30. This AVC shall be governed by, construed, and enforced exclusively in accordance with and subject to the laws of the State of Florida, including its choice of law principles.
31. If any clause, provision, or section of this AVC shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC, and this AVC shall be construed and enforced as if such illegal, invalid, or unenforceable clause, provision, or section had not been contained herein, unless the illegality, invalidity, or unenforceability of such provision could frustrate the intent of this AVC or substantive provisions of the AVC.
32. This AVC constitutes the entire agreement and understanding between the parties relating to the subject matter contained herein. This AVC may not be altered, amended, or modified in any respect or particular whatsoever except by a writing duly executed by each of the parties hereto.

SIGNATURES BEGIN ON FOLLOWING PAGE

IN WITNESS WHEREOF, Verizon Wireless has caused this Agreement to be executed by William Sansalone as VP + Controller, a duly authorized representative of Verizon Wireless as a true act and deed, in Somerset County, New Jersey, this 16th day of June 2009.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity with Verizon Wireless and that by my signature I am binding said company to this Agreement.

William Sansalone
Verizon Wireless representative

STATE OF Somerset
COUNTY OF New Jersey

BEFORE ME, an officer duly authorized to take acknowledgments in the State of New Jersey, personally appeared William Sansalone, as VP + Controller of Verizon Wireless, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 16th day of June, 2009.

Sworn to and subscribed before me
this 16th day of June, 2009.

Leigh R. Schachter (print name)
NOTARY PUBLIC Leigh R. Schachter
Attorney-at-Law
(Print, type or stamp commissioned name of Notary Public)
Personally known or Produced identification

Type of Identification Produced:

IN WITNESS WHEREOF, Alltel has caused this Agreement to be executed by William Sansalone as VP + Controller, a duly authorized representative of Alltel as a true act and deed, in Somerset County, New Jersey, this 16th day of June 2009.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity with Alltel and that by my signature I am binding said company to this Agreement.

William Sansalone
Alltel representative

STATE OF New Jersey
COUNTY OF Somerset

BEFORE ME, an officer duly authorized to take acknowledgments in the State of New Jersey, personally appeared William Sansalone, as VP + Controller of Alltel, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 16th day of June, 2009.

Sworn to and subscribed before me
this 16th day of June, 2009.

Leigh R. Schachte (print name)
NOTARY PUBLIC Leigh R. Schachte
(Print, type or stamp commissioned name of Notary Public)
Personally known or Produced identification

Type of Identification Produced:

Accepted this ___ day of _____, 2009.

WILL HASELDEN
ASSISTANT ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850) 414-3805

Accepted this ___ day of _____, 2009.

ROBERT A. HANNAH
Deputy Attorney General, State of Florida
OFFICE OF THE ATTORNEY GENERAL
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850) 487-1963