AGREEMENT OF SETTLEMENT & RELEASE BETWEEN
NEW CINGULAR WIRELESS PCS LLC
AND THE CITY OF LANGLEY, WASHINGTON

New Cingular Wireless PCS LLC ("Claimant") the Settlement Class as described below and the City of Langley ("City") enter into the following Agreement of Settlement and Release ("Agreement") with regard to the Claim described and defined below.

WHEREAS, the Claimant and Settlement Class submitted to City a claim dated November 1, 2010 seeking the refund of $2,179.23 in Local Utility Tax ("Tax"), which Tax had previously been collected by the Claimant from its customers on charges for data services providing Internet access between November 1, 2005 and September 30, 2010, and which Tax previously was remitted by the Claimant to City (the "Claim"); and

WHEREAS, City has asserted various defenses to the Claim; and

WHEREAS, the Claimant is a party-defendant to the Global Class Action Settlement Agreement approved by the United States District Court for the Northern District of Illinois in Case No. 10-CV02278, pursuant to which the rights of the customers included in the Settlement Class (the "Settlement Class") have been established; and

WHEREAS, the Settlement Class includes but is not limited to customers from whom the Tax was collected, which Tax is sought in the Claim; and

WHEREAS, the Claimant and City desire to promptly return to the Settlement Class customers the refundable amount of Tax sought in the Claim, and to resolve this matter fully and finally as between the Claimant and City.

NOW, THEREFORE, the parties hereto mutually agree:

FIRST, the Claimant Settlement Class and City agree that this Agreement shall be final with regard to any liability for Tax sought in the Claim.
SECOND, City agrees to pay, and the Claimant and Settlement Class agrees to accept payment of $1871.48 in full satisfaction of any and all obligations with respect to the Claim. In exchange for this payment, the Claimant and Settlement Class agrees to release City from any further liability with regard to the Claim.

THIRD, City shall issue a check in the amount of $1871.48 in the name of AT&T Mobility Settlement Fund (escrow acct) and shall within 15 days of the final execution of this agreement send such check via certified mail to John Brophy, ARPC, 1220 19th Street, NW, Suite 700, Washington, DC 20036, for deposit in an escrow account for the benefit of the Settlement Class as prescribed by the Global Class Action Settlement Agreement referenced above. A copy of that check shall simultaneously be mailed to Thomas Giltner, Esq., AT&T, 208 S. Akard St. Suite 3015, Dallas, Texas 75202. A copy of that letter shall simultaneously be mailed to James P. Frickleton, Bartimus, Frickleton, Robertson & Gorny, P.C., 11150 Overbrook Road, Suite 200, Leawood, KS 66211 and Margaret C. Wilson, Morgan, Reeder Wilson LLP, 231 Altamont Place, Somerville, NJ 08876.

FOURTH, this Agreement sets forth the entire understanding between the Claimant, Settlement Class and City with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between them.

FIFTH, this Agreement shall be binding upon and inure to the benefit of the Claimant, Settlement Class, and all of their respective former and current officers, employees and directors, and respective successors and assigns.

SIXTH, each of the undersigned represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the party and in the capacity identified below.

SEVENTH, this Agreement may be signed in one or more counterparts.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
dates shown below.

NEW CINGULAR WIRELESS PCS LLC

Date: __________________________

By: ___________________________

Title: __________________________

CITY OF LANGLEY, WASHINGTON

Date: __________________________

Title: __________________________

ACKNOWLEDGMENT OF CONSENT TO AGREEMENT:

THE SETTLEMENT CLASS, BY AND
THROUGH SETTLEMENT CLASS
COUNSEL

Date: __________________________

By: ___________________________

Title: __________________________