

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

SUSAN LYNNE COHN	)	
	)	
COMPLAINANT	)	
	)	
v.	)	CASE NO. 2006-00202
	)	
NEW CINGULAR WIRELESS	)	
PCS, LLC	)	
	)	
DEFENDANT	)	

ORDER TO SATISFY OR ANSWER

New Cingular Wireless PCS, LLC ("Cingular") is hereby notified that it has been named as defendant in a formal complaint filed on May 15, 2006, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, Cingular is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 26th day of May, 2006.

ATTEST.

  
\_\_\_\_\_  
Executive Director

By the Commission

B17

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

Susan Lyone Cohn  
(Your Full Name)

COMPLAINANT

VS.

Cingular Wireless  
(Name of Utility)

DEFENDANT

CASE 2006-00202

RECEIVED

MAY 15 2006

PUBLIC SERVICE  
COMMISSION

COMPLAINT

The complaint of Susan Lyone Cohn respectfully shows:  
(Your Full Name)

(a) Susan Lyone Cohn  
(Your Full Name)

530 Halifax Dr. Lexington, Ky 40523  
(Your Address)

(b) Cingular Wireless  
(Name of Utility)

3505 Glenridge Connector 20th Floor  
(Address of Utility) Atlanta, GA 30342

(c) That: Defendant failed to provide service  
(Describe here, attaching additional sheets if necessary,

to complainant at the site contracted by  
the specific act, fully and clearly, or facts that are the reason

complainant on May 24, 2005. Despite  
and basis for the complaint.)

complainant's repeated attempts to get  
Defendant to correctly adjust its billing,

Formal Complaint

Susan Lynne Cohen vs. Cingular Wireless

Page 2 of 2

and rates, Defendant failed to disclose, per the provisions  
in Cingular Wireless Terms of Service allowing for termination  
of services if Cingular changes the consumer's rates without  
due notice, Complainant advised Defendant that their  
service contract was terminated, Defendant then demanded  
payment of an early termination fee, which complainant does  
not feel they owe. Please see attached letter for further details.  
Wherefore, complainant asks Defendant waive the early

(Specifically state the relief desired.)

termination fee demanded of complainant, or  
submit to arbitration as provided for in the Cingular  
Wireless Terms of Service, and as otherwise requested by  
Complainant.

Dated at Lexington, Kentucky, this 9<sup>th</sup> day  
(Your City)

of May, 19 2006  
(Month)

Susan F. Cohen  
(Your Signature)

(Name and address of attorney, if any)

September 28, 2005

Cingular Wireless  
Customer Service  
Suite 1100-CO  
5565 Glenridge Connector  
Atlanta, GA 30342

Re: Plan Termination Acct#14239049-001-14 & Notice of Intent to Arbitrate

This letter is to notify you in writing that we are terminating our contract with Cingular for the provision of wireless services. This termination is effective as of 11:00 am on September 24, 2005. The basis for this termination is the failure of Cingular to provide wireless services at the rates agreed upon at the time of our entry into the contract. In addition we require that Cingular waive any and all early termination fees associated with our account. The chronology of events that led us to terminate our account is set forth herein.

On May 24, 2005 we went to the Cingular store at 130 West Tiverton Way in Lexington, Kentucky to upgrade our service to a family plan to include our son. At that time we contracted with Cingular for an 1100 minute nationwide plan that was \$69.99 plus \$9.99 for additional phones. We had a total of 3 phones on the plan. We specifically declined roadside assistance and internet and text message capability. The Cingular employees we encountered during this experience were pleasant and courteous, and we left there as happy customers. They did have trouble getting all three lines/contracts into the computer.

We received our first bill in June and were quite shocked to see a bill for over \$300. After spending quite some time deciphering this bill, we were able to determine that Cingular was billing us for two primary and one secondary line instead of one primary and two secondary lines. We were being billed for roadside assistance and internet access as well, services we had requested not be included. My husband, Eric Huffer, took the bill into the Cingular Express store where we signed up for this service, thinking they would best be able to straighten out this mistake. He was told that they could not help him and that he had to go to a full Cingular store to have the billing fixed to reflect what our plan stated. He went to the store the staff at Cingular Express directed him to and again explained the problem. The staff person he was dealing with then told him that the adjustment was too large for her to make and that her supervisor (who was at lunch) would have to handle it. She said that they would contact him to let him know that it had been taken care of.

When several days passed without hearing from Cingular, Eric contacted your customer service department whereupon he was told he needed to pay the bill. They showed that no adjustments had been made. After again explaining the errors that Cingular had made on the bill, Eric was told that the appropriate changes had been made to correct the

situation and the bill was adjusted down to \$197. This bill was then paid over the phone with a credit card

Our July bill appeared to be closer to what we expected, but still high, and we paid it promptly. It is hard to tell from the way the billing is broken up whether the rates we signed up for were truly in place or not.

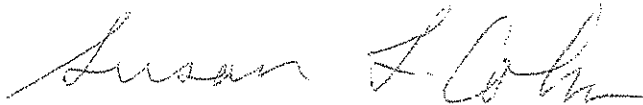
It became apparent with our August bill that things had not been straightened out. Our rate for additional phones was not being honored and we were again being charged for roadside assistance for our son's line (he is 14 and does not drive) which we had specifically declined on more than one occasion. I went to the "full" Cingular store my husband had been directed to previously to try to get this situation fixed. They told me that I had to go to the store where we signed up for the plan and refused to help me, other than to remove the roadside assistance. I then went to the Cingular Express store where they told me that the reason the bill was messed up was because my husband had called in and made changes to the account. They also said that since he had made so many changes to the account, he was barred from making any further ones. When I tried to explain that all he had done was to try to get Cingular to fix its incorrect billing, they brushed me off. They said no, it was our fault for making changes. After a very frustrating process of trying to get them to understand what the bill should be, it was finally adjusted down to reflect the correct billing. The staff at Cingular Express continued to rudely reproach me for having made "changes" to the account. I left there very upset and frustrated.

When the September bill arrived, it was clear that Cingular was still not billing us correctly. We were still being overcharged for our additional phones. At this time we decided that we had been more than patient would not tolerate the situation any longer. Since Cingular was failing to meet its obligation, we would take steps to terminate our contract. On September 24, 2005 we returned to the Cingular Express store and we were told that we would have to cancel the contract by phone, but that we should turn our phones in to avoid any charges for them. We did this and returned home to contact Cingular customer service to terminate our contract. I first spoke with Tony Brown who said that he couldn't waive the early termination fees, but he apologized for the continued mess and offered to fix it again. I declined and told him he was the first person to not be rude to us since we started having problem. I was transferred to the department that handles cancellations and spoke to Brenda. She said that she couldn't cancel fees and transferred me to her supervisor, Shannon Vega. Mr. Brown was quite courteous in his response, but both Brenda and Shannon Vega were extremely rude and condescending. They asserted that the reason for all of the problems was that we had made several "changes" to our plan. When I tried to explain that we hadn't made changes to the plan, we had only contacted Cingular to get them to fix their mistakes in our billing, Ms. Vega became more antagonistic and said that their records show that we requested the changes in the plans and that Cingular would not waive the early termination fees. She also stated that the contracts were only for the use of phones for 2 years purchased at a discount price and not for any specific use plans. In addition, she stated that our account would only be terminated when we paid the termination fees. I don't think I have ever

experienced a worse example of customer service than that which I received that day from Ms. Vega.

We are tired of having to battle with Cingular every month to get our bill straightened out. We are tired of having to deal with rude customer service personnel. We are tired of having to force Cingular to honor its contract. Therefore we are terminating our contract with Cingular for failing to meet the terms of our plan, for raising our rates without notice, and for failing to provide adequate customer service when requested. Page Six of the Cingular Wireless Terms of Service under Changes to Terms and Rates there are provisions allowing us to terminate the agreement without paying an early termination fee. We are doing so. We hereby request that you terminate our contract effective September 24, 2005 and waive any and all early termination fees for said cancellation. If you do not resolve this matter as requested we hereby give notice that we intend to seek arbitration as proved in the Terms of Service.

Sincerely,

A handwritten signature in cursive script that reads "Susan L. Cohn". The signature is written in dark ink and is positioned above the printed name.

Susan L. Cohn

Cc: General Counsel  
Cingular Wireless  
5565 Glenridge Connector, 20<sup>th</sup> Floor  
Atlanta, GA 30342

Activation Date: 5/24/05 Market/Region: 14

Agent Code: Salesperson:

**CUSTOMER INFORMATION**

Billing Name/Legal Name (First, M.I., Last): SUSAN COHN

Attention Line:

Customer Place of Primary Use (PO Box Not Acceptable):

City: State: Zip Code:

Billing Address (if Different):

City: State: Zip Code:

E-Mail Address:

Social Security Number: Date of Birth:

Home Number: Work Number:

Driver's License No.: Exp. Date: Employer:

**BUSINESS BILLING INFORMATION**

Sole Owner  Partnership  Corporation

Authorized Person to Sign for Account:

Authorized Individual's Title: Contact Number:

Tax Exempt Tax ID No.:  FED  Local  State  Other

**CREDIT AND BILLING ACCOUNT INFORMATION**

Credit Card Number: Advance Payment/Deposit Amount:

Account Number:

**WIRELESS PORT REQUEST**

If my existing number is NOT eligible to transfer (Please initial below):

By providing your account information you are authorizing the transfer of your number from your current Service Provider to Cingular Wireless. In the unlikely event that Cingular Wireless is unable to port your number within 30 days from the date on this Wireless Service Agreement a new Cingular Wireless number will be assigned.

Not applicable.

**WIRELESS EQUIPMENT INFORMATION**

Sale  Services Only  Upgrade Only

1st Wireless Number: Unlock Code:

2nd Wireless Number: Unlock Code:

3rd Wireless Number: Unlock Code:

4th Wireless Number: Unlock Code:

**SERVICE COMMITMENT**

1-Year  2-Year  Other

**SERVICE ACTIVATION CHARGE**

Activation Charge (One-Time Charge): Upgrade Fee (One-Time Charge):

\$: \$:

**MONTHLY PLAN AND PROMOTIONS**

Plan Name: Monthly Service Fee:

FT 1100 9.99

Included Minutes: Price per Add'l Min: Promotional Min.:

1100/mam \$ (cell/anyline): \$ (cp)

1100/UNL

Promotional Offer: UNIC mam 7 Ntlw

Expires: Cost after Expiration:

\$: \$:

*For informational purposes only; in case of conflict, rate plan brochures control.*

**OPTIONAL FEES AND RATES**

Check: Feature Name: Cost: Initials: Cost Mo.:

ROADSIDE ASSISTANCE: \$

PHONE INSURANCE (see brochure for details): \$

200-cov-hackles per china applics: \$

TOTAL: \$

City	Cont	Rate	Product/Description	ES/ST/SM	NEW/DEL	REORDER FEE
1			SAM x427M		01054600 3.7785%	30.00
Tax						
TOTAL						

**CREDIT CHECK CONSENT AND REPORTING AUTHORIZATION** I authorize any person, or consumer or credit reporting agency, to provide Cingular with any information it has on me or the entity on whose behalf I make this application. I authorize Cingular to: (a) compile this information, (b) disclose my account information including my payment history and confidential information to credit reporting agencies or private credit reporting associations, and (c) periodically obtain and use my credit report and other credit information from any source in connection with Cingular's offering of wireless and other services. I understand that if I fail to fulfill the terms of my credit obligations under this Agreement, Cingular may report my failure to a credit reporting agency.

**DOOR-TO-DOOR SALE** IF THIS IS A DOOR-TO-DOOR SALE, I MAY HAVE A LEGAL RIGHT TO CANCEL THIS TRANSACTION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF APPLICABLE, I WILL REVIEW THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

**REGULATORY COST RECOVERY FEE** Cingular also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulation, a gross receipts surcharge, and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government required charge.

**GUARANTY** If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

**CONTRACT PROVISIONS** - This Agreement includes all the provisions of Cingular's current terms of service form FMSTCP11040055E, incorporated herein by reference, including a binding arbitration clause. It also includes and incorporates additional provisions contained in a separate rate plan or other brochure(s) describing the services to which I subscribed ("Rate Plan Brochure"). I agree to all of these contract provisions.

**SERVICE/COVERAGE LIMITATIONS** Service is not available at all times in all places. Coverage maps are available at www.cingular.com and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. I accept Cingular's service with these limitations.

**EARLY TERMINATION FEE** In FL, GA, SC, NC, KY, TN, MS, LA, AL, NY, and parts of IN and NJ an Early Termination Fee in the amount of \$240 per device prorated over the term of your commitment may be assessed against you in the event that you terminate this contract before the expiration of its term. In all other areas, an Early Termination Fee of \$150 per device may be assessed against you in the event that you terminate this contract before the expiration of its term.

**CANCELLATION POLICY** As further set forth in this Agreement, we will cancel your service, for any reason and without imposing the Early Termination Fee, within thirty (30) days of your signing this Agreement. PROVIDED, however, that if you cancel service you will remain responsible for service fees and charges incurred. If you cancel within three (3) days of your signing this Agreement, you will be entitled to a refund of your activation fee, if any. If you exercise this option, it may be necessary for you to return handsets and associated accessories purchased in connection with your entry into this Agreement.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS TERMS OF SERVICE AND RATE PLAN BROCHURE (including Changes to Terms and Rates, Limitation of Liability and Arbitration).

**CUSTOMER SIGNATURE/AUTHORIZATION:**

**SALES/DELIVERY SIGNATURE:**

**CINGULAR WIRELESS USE ONLY**

Deposit/Advance Payment: \_\_\_\_\_ Check #: \_\_\_\_\_ Date Received: \_\_\_\_\_

Purchase: \_\_\_\_\_ Check #: \_\_\_\_\_ By: \_\_\_\_\_

Visa/MC/Disc/AMEX Card No.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_



WIRELESS SERVICE AGREEMENT

1-800-331-0500

Market/Region: 14 - LEXINGTON		Activation Date: 05/24/2005		<b>OPTIONAL FEATURES/RATE PLAN OPTIONS</b>			
Agent Code: CR15		Sales Person: CR1598		Check	Feature Name	Customer Initials	Cost/Mo
<b>CUSTOMER BILLING INFORMATION</b>					FT9NATPSECONDARY		\$9.99
Billing Name/Legal Name (First, MI, Last): SUSAN COHN					CELLULAR INS/SVC FEE		\$3.99
Attention Line:					ROADSIDE ASSISTANCE2.99		\$2.99
Street Address: 550 HALIFAX DR					ROADSIDE ASSIST CREDIT		\$-2.99
City: LEXINGTON	State: KY	Zip Code: 40503			60 DAY ROADSIDE PROMO		\$0.00
Home Number:		Work Number:			DECLINE MULTIMEDIA PHON		\$0.00
Drivers License Number:		State Name: KY			DECLINE MEDIA PACKAGE		\$0.00
<b>Service Commitment:</b>		Customer Initials			CALL FORWARDING N/C		\$0.00
<input type="checkbox"/> 1-Year		<input checked="" type="checkbox"/> 2-Year		<input type="checkbox"/> Other			
<b>CREDIT AND BILLING ACCOUNT INFORMATION</b>					CALLER ID		\$0.00
		Advance Payment/Deposit Amount: \$0			24 MONTH CONTRACT*		\$0.00
		Billing Period: 08 - 07			DATA VOLUME DETAIL BILL		\$0.00
<b>SERVICE ACTIVATION CHARGE</b>					PAY PER USE MMS		\$0.00
Activation Charge (One Time Charge) \$18.00	One Payment:	Installment Bill (if applicable) \$/month			TEXT MSG PAY PER USE		\$0.00
<b>MONTHLY PLAN*</b>					WIRELESS VM BASIC N/C		\$0.00
Rate Plan:		Monthly Service Fee:			WLESSINTEXP PAY PER USE		\$0.00
*For information purposes only; in case of conflicts rate plan brochures control.					CONNECTION CHG MAY APPL		\$0.00
<b>PROMOTION:</b>					CALL WAITING		\$0.00
I understand I am receiving 60 days free roadside assistance and will be billed \$2.99 a month starting in month 3.				Summary of Monthly Recurring Charges: (Excluding Airtime charges and taxes.)			\$13.98
Customer Initials:							
<b>SALES TYPE</b>	<b>WIRELESS NUMBER</b>	<b>PRODUCT DESCRIPTION</b>	<b>ESN</b>	<b>SIM</b>	<b>IMEI</b>		
New	(E	SAMSUNG X427M		89014103100269237631	010546003074473		

0011





WIRELESS SERVICE AGREEMENT

1-800-331-0500

Market/Region: 14		Activation Date: 05/24/2005		<b>OPTIONAL FEATURES/RATE PLAN OPTIONS</b>			
Agent Code: CR15		Sales Person: CR1598		Check	Feature Name	Customer Initials	Cost/Mo
<b>CUSTOMER BILLING INFORMATION</b>					ONE TIME UPGRADE FEE		\$18.00
Billing Name/Legal Name (First, MI, Last): SUSAN COHN					REGULATORY COST RECOVER		\$0.56
Attention Line:					KENTUCKY LIFELINE SUPPO		\$0.08
Street Address: 550 HALIFAX DR					911 MONTHLY		\$0.07
City: LEXINGTON	State: KY	Zip Code: 40503			NO LONG DISTANCE WHILE		\$0.00
F		W 964			UPGRADE TRACKING CODE		\$0.00
I		State Name: KY			/ANYTIME MIN ROLLOVER		\$0.00
<b>Service Commitment:</b>		Customer Initials			CALL WAITING N/C		\$0.00
<input type="checkbox"/> 1-Year	<input checked="" type="checkbox"/> 2-Year	<input type="checkbox"/> Other			CINGULAR NATIONWIDE TOL		\$0.00
<b>CREDIT AND BILLING ACCOUNT INFORMATION</b>					/Hotline IVR Contract A		\$0.00
Credit Check Number:		Advance Payment/Deposit Amount:			/TEXT MSG PAY PER USE		\$0.00
		Billing Period: 7			/3 FREE DA SELECTED		\$0.00
<b>SERVICE ACTIVATION CHARGE</b>					OFF-NETWORK ROAM		\$0.00
Activation Charge (One Time Charge)	One Payment:	Installment Bill (if applicable) \$/month			/3 FREE DA SELECTED		\$0.00
<b>MONTHLY PLAN*</b>					CALL FORWARDING N/C		\$0.00
Rate Plan: NATP1100RUMMUNW		Monthly Service Fee: \$69.99			ROAMER ADMIN FEE EXCLUS		\$0.00
*For information purposes only; in case of conflicts rate plan brochures control.							
Summary of Monthly Recurring Charges: (Excluding Airtime charges and taxes.)							\$0.00
<b>SALES TYPE</b>	<b>WIRELESS NUMBER</b>	<b>PRODUCT DESCRIPTION</b>	<b>ESN</b>	<b>SIM</b>	<b>IMEI</b>		
Extension		SAMSUNG X427M		89014103100269237649	010546003077831		

Eric



WIRELESS SERVICE AGREEMENT

1-800-331-0500

CREDIT CHECK CONSENT AND REPORTING AUTHORIZATION - I authorize any person, or consumer or credit reporting agency, to provide Cingular with any information it has on me or the entity on whose behalf I make this application. I authorize Cingular to: (a) compile this information, (b) disclose my account information, including my payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (c) periodically obtain and use my credit report and other credit information from any source in connection with Cingular's offering of wireless and other services. I understand that if I fail to fulfill the terms of my credit obligations under this Agreement, Cingular may report my failure to a credit reporting agency.

DOOR-TO-DOOR SALE IF THIS IS A DOOR-TO-DOOR SALE, I MAY HAVE A LEGAL RIGHT TO CANCEL THIS TRANSACTION BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION. IF APPLICABLE, I WILL REVIEW THE ASSOCIATED NOTICE OF CANCELLATION FORM AND EXPLANATION OF THIS RIGHT.

REGULATORY COST RECOVERY FEE Cingular also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 to help defray its costs incurred in complying with obligations and charges imposed by State and Federal telecom regulations, a gross receipts surcharge, and State and Federal Universal Service Charges. The Regulatory Cost Recovery Fee is not a tax or a government required charge.

GUARANTY If I am signing on behalf of an entity, I represent that I am authorized to sign on its behalf, and I agree to be jointly responsible with the entity for payment of any sums that become due under, and to be bound by, this Agreement. I agree you can collect directly from me without first proceeding against the entity.

CONTRACT PROVISIONS This Agreement incorporates and includes by reference Cingular's current service Terms and Conditions Booklet #FMS.TC.P.1104.0055.E including its binding arbitration clause. This Agreement also incorporates and includes by reference the versions of the following Cingular brochures that are effective as of the date of this Agreement: i. Cingular's Rate Plan Brochure describing the services listed above under "Monthly Plan," and, ii. Cingular's Features Brochure(s) describing the service feature(s) listed above under "Optional Features." I acknowledge that the Terms and Conditions Booklet, the Rate Plan Brochure and the Features Brochure(s) were separately provided to me at the time I signed this Agreement. For California customers, these documents are also posted at www.cingular.com/california/info.

SERVICE/COVERAGE LIMITATIONS Service is not available at all times in all places. Coverage maps are available at www.cingular.com and are subject to the additional limitations described there. There are gaps in coverage within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. I accept Cingular's service with these limitations.

EARLY TERMINATION FEE In FL, GA, SC, NC, KY, TN, MS, LA, AL, NY, and parts of IN and NJ, if I terminate this Agreement before expiration of my Service Commitment, I will pay Cingular an Early Termination Fee of \$240 for each wireless telephone number associated with the service prorated over the term of my Service Commitment. In all other areas, if I terminate this Agreement before expiration of my Service Commitment, I will pay Cingular an Early Termination Fee of \$150 for each wireless telephone number associated with the service.

30 DAY CANCELLATION POLICY I may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. I will pay for service fees and charges incurred through the termination date, but Cingular will refund my activation fee, if any, if I terminate within three (3) days of activating the service. Also, I may have to return any handsets and accessories purchased with this Agreement. If I terminate after the 30th day but before expiration of the Agreement's Service Commitment, I will pay Cingular an Early Termination Fee for each wireless telephone number associated with the service.

I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT WITH ITS SEPARATE TERMS AND CONDITIONS BOOKLET, RATE PLAN BROCHURE AND FEATURES BROCHURE(S) (including but not limited to, their Changes to Terms and Rates, Limitation of Liability and Arbitration provisions).

CUSTOMER SIGNATURE/AUTHORIZATION

Signed via Electronic Signature

Cingular Scanning Project \* c/o Layton Graphics \* 155 Woolco Dr. \* Marietta GA 30062

PAGE 2 OF 2

## Cingular Dispute Timeline

**May 24, 2005** – Susan Cohn and Eric Huffer go to Cingular store to change their two separate cellular plans to a family plan that will include a line for their son Will Huffer as well as a line for each of them. They sign up for a Nationwide Family Plan FT1100 that provides 1100 minutes a month. The rate for the plan is \$69.99 for the first line and \$9.99 for each of the other two lines. An additional rate of \$3.99 is charged for one of the phones to have insurance. They leave the store as happy customers.

**June, 2005** – Receive first bill from Cingular with the new plan. It is approximately three times higher than it should be. Two of the lines are being charged at \$69.99 and one of them is being charged at \$9.99. Eric Huffer goes to the Cingular store where they signed up for the new plan to try to correct the bill. He is told that he must go to the full service store to take care of it. Eric attempts to explain the error to an agent at the full service Cingular store, and is told that the adjustment amount is too high for the agent to handle. The manager has to make an adjustment that large. The agent says the manager is at lunch and will contact Eric when he returns. Eric returns back to work and never hears from the manager. He then contacts Cingular customer service to try to correct the bill. After a lengthy discussion he believes that the issue is resolved and the bill has been corrected. The bill is paid.

**July, 2005** – The second bill from Cingular is received. It is difficult to tell from the statement if things have been corrected, but since the total is near what we expected, the bill is paid.

**August, 2005** – The August bill arrives and it becomes evident that the billing is still not correct. The two secondary lines are being charged at a \$14.99 rate instead of \$9.99. When Susan goes to the full service Cingular store to try to get it fixed she is told she has to go to the store where she signed up for the plan. When she goes to that store, she is told that the billing is different from what she signed up for because we made changes to the plan. They then told her that Eric had made too many changes and was not allowed to make any changes in the plan in the future. A small adjustment is made and the bill is paid.

**September, 2005** – The third bill from Cingular arrives, and it is incorrect again. A bill that correctly reflects the plan that Susan and Eric signed up for has yet to be sent. The rate for the secondary lines is now listed as \$21.99 per line, another increase in rates outside what was in the original plan. At this point Eric and Susan decide to terminate their contract with Cingular. They return the phones to the Cingular store where they signed up for the plan and were told they needed to call in their termination. When they attempted to do this, they were told they could not without an early termination fee. We said that we did not think that we should be responsible for the fee since Cingular had not honored our contract. We requested immediate termination of the plan. We are told that our plan will be terminated when we pay our early termination fees.

**September 28, 2005** – A letter is sent from Susan Cohn to Cingular Wireless customer service and their general counsel requesting a waiver of the early termination fees, termination of our contract effective September 24, 2005. The letter also states that if Cingular Wireless does not accommodate our request, that we want to proceed to arbitration.

**October, 2005** – We are contacted by Joy Gillespie, with the office of the President of Cingular Wireless. She states they cannot waive the termination fee, but offers to let us switch our plan to a friend or relative. We state that we are not interested in that and wish to proceed to arbitration to resolve this matter.

**November, 2005** – No word from Cingular regarding arbitration.

**December, 2005** – No word from Cingular regarding arbitration.

**January, 2006** – We are contacted by NCO Financial informing us that our account has been turned over to them for collection. We inform them that we are disputing the bill and attempting to engage in arbitration with Cingular. NCO Financial states that we have until March, 2006 before the delinquent account is put on our credit report. Having had no response from Cingular regarding arbitration, we contact ADR Works Dispute Resolution to initiate arbitration. ADR Works makes several attempts to contact Cingular Wireless to set up arbitration proceedings with no success.

**February, 2006** – ADR Works finally speaks with someone at Cingular Wireless and is informed that Cingular uses AAA Arbitration, a national organization, exclusively for their arbitration requirements. ADR Works is not a part of AAA Arbitration, so they are unable to proceed. Susan Cohn then speaks to Amy Allen with the office of the President who states that she has not heard of AAA Arbitration. We are told our only recourse is to file a complaint with the PSC.

**March, 2006** – We contact PSC. PSC contacts Cingular Wireless. We receive a response from Cingular stating that the termination fees have nothing to do with billing, are only to cover contract damages for the phones. We contact NCO Financial to inform them that we have contacted the PSC and are filing a formal complaint. NCO Financial states that our account is still on hold.

**April/May, 2006** – Complaint prepared.

**How To Contact Us:**

- 1-800-331-0500 or 611 from your wireless phone
- For Deaf / Hard of Hearing Customers (TTY/TDD)  
1-866-241-6567

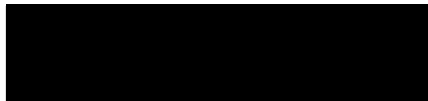
Wireless Numbers with Rollover

Previous Balance	64.25
Payments Posted	-64.25
<b>BALANCE</b>	<b>0.00</b>
Monthly Service Charges	205.97
Usage Charges	5.52
Credits/Adjustments/Other Charges	74.58
Government Fees and Taxes	20.98
<b>TOTAL CURRENT CHARGES</b>	<b>307.05</b>
Due Jun 30, 2005	
Late fees assessed after Jun 30	
<b>Total Amount Due \$307.05</b>	

**Send a picture message today**

Now you can share more pictures than ever with your Cingular phone. Snap a picture, personalize it and send it to friends and family with a Cingular, Verizon or T-Mobile phone. Or, send it to any email address. Standard usage charges apply. For the best value, share pictures with a money-saving monthly Multimedia Messaging Package. Get more info at [www.cingular.com/multimediamessaging](http://www.cingular.com/multimediamessaging)

PO BOX 772349 - (LEX)  
OCALA, FL 34477-2349



SUSAN L COHN  
550 HALIFAX DR  
LEXINGTON, KY 40503-4316



Return the portion below with payment  
to Cingular Wireless only.

Account Number:	
Total Amount Due:	5
Amount Paid:	
\$	

\* Please do not send correspondence with payment.

Total Amount  
Due by Jun 30, 2005

Please Make Check Payable To:

Cingular Wireless  
P.O. Box 31488  
Tampa, FL 33631-3488



14014239049800102005060700000030705003

**Wireless Line Summary For:**  
 User Name: SUSAN L COHN

Monthly Service Charges	Period	Prorated Charge	Monthly Charge	Total Charge
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FAMILY H 300/SK N&W	05/08-05/24	-15.00		-15.00
/NATP1100RUMMUNW	05/24-05/24	35.00		35.00
/FT9NATP1100RUMMUNW	05/24-05/24	35.00		35.00
/FT9NATP1100RUMMUNW	05/24-05/24	-35.00		-35.00
/TECHTYPEDEFAULT	05/24-05/24	22.22		22.22
/TECHTYPEDEFAULT	05/24-05/24	-22.22		-22.22
/NATP1100RUMMUNW	05/24-05/24	-35.00		-35.00
Current Rate Plan:				
/FT9NATPSECONDARY	05/24-06/07	5.00		5.00
/FT9NATPSECONDARY	05/24-06/07	5.00		5.00
/FT9NATPSECONDARY	05/24-06/07	5.00		5.00
/FT9NATPSECONDARY	05/24-06/07	-5.00		-5.00
/FT9NATPSECONDARY	05/24-06/07	-5.00		-5.00
/FT9NATPSECONDARY	06/08-07/07		9.99	9.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- TEXT MSG PAY PER USE				
- THREE PARTY CALL N/C				
- WRLSS INTRNT XPRS PAY PER USE				
<b>Other Services</b>				
/CALLER ID N/C	06/08-07/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	06/08-07/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	06/08-07/07		0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	06/08-07/07		0.00	0.00
OFF-NETWORK ROAM	06/08-07/07		0.00	0.00
ROAMER ADMIN FEE EXCLUSION	06/08-07/07		0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>			<b>\$-0.01</b>	
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>			<b>\$0.00</b>	
<b>Credits, Adjustments &amp; Other Charges</b>				
ONE TIME UPGRADE FEE			18.00	
FED UNIVERSAL SVC CHARGE			0.03	
911 MONTHLY			0.70	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY FEE			0.56	

Call Detail													
User Name: SUSAN L COHN													
Call Location (CL): AL=Allen, AS=Ashland, BA=Bardstow, CC=Cave City, CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin, HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville, ME=Mead, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond, SH=Shelbyville, ST=St. Sterling Rate Code: FAN1=FAMILY H 300/5K N&W, NP44=FT9NATP1100RUMMUNW Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights Feature: B=Direct Asst Call Complete; C=Call Waiting; D=Date Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends													
Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Fea- ture	Airtime Charge	LD DA	Total Charge
Charges Incurred While in Shared Group 2													
1	Wed	05/11	11:09AM	LE	859-258-3160	LEXING KY	10	FAN1	P	S			0.00
2		05/11	11:19AM	LE	859-260-7007	LEXING KY	5	FAN1	P	S			0.00
3		05/11	02:21PM	LE	859-258-3160	LEXING KY	2	FAN1	P	S			0.00
4		05/11	04:24PM	LE	859-224-4638	LEXING KY	2	FAN1	P	S			0.00
5	Thu	05/12	05:08PM	LE	859-219-0964	LEXING KY	1	FAN1	P	S			0.00
6		05/12	07:41PM	LE	502-291-6584	LOUISV KY	2	FAN1	P	S			0.00
7	Fri	05/13	01:25PM	LE	859-258-3160	LEXING KY	2	FAN1	P	S			0.00
8		05/13	04:34PM	LE	859-260-7007	LEXING KY	7	FAN1	P	S			0.00
9	Sat	05/14	01:57PM	LE	859-219-0964	LEXING KY	2	FAN1	N	WS			0.00
10	Mon	05/16	08:48AM	LE	859-867-5526	NICHOL KY	4	FAN1	P	S			0.00
11	Tue	05/17	04:28PM	LE	859-219-0964	LEXING KY	2	FAN1	P	RS			0.00
12	Wed	05/18	05:05PM	LE	859-219-0964	LEXING KY	1	FAN1	P	S			0.00
13		05/18	05:32PM	LE	859-219-0964	LEXING KY	2	FAN1	P	S			0.00
14	Sat	05/21	09:08AM	LE	859-219-0964	LEXING KY	1	FAN1	N	WS			0.00
15		05/21	03:39PM	LE		WINDOW	1	FAN1	N	WS			0.00
16	Mon	05/23	06:11PM	LE	502-624-6291	ROSE T KY	2	FAN1	P	S			0.00
17	Tue	05/24	08:57AM	LE	502-624-6291	ROSE T KY	1	FAN1	P	S			0.00
18		05/24	01:42PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
19		05/24	01:44PM	LE	859-797-4725	LEXING KY	5	NP44	P	MS			0.00
20		05/24	02:17PM	LE	859-808-0298	LEXING KY	1	NP44	P	MS			0.00
21		05/24	05:39PM	LE	859-797-4725	LEXING KY	3	NP44	P	MS			0.00
Subtotal for Group 2							57				0.00	0.00	0.00
Charges Incurred While in Shared Group 4													
22	Wed	05/25	07:52AM	LE	859-797-4725	LEXING KY	2	NP44	P	MS			0.00
23		05/25	10:24AM	LE	859-219-0964	LEXING KY	3	NP44	P	S			0.00
24		05/25	01:21PM	LE	859-351-7492	INCOMI CL	2	NP44	P	IMS			0.00
25		05/25	02:04PM	LE	859-797-4725	LEXING KY	2	NP44	P	MS			0.00
26		05/25	02:06PM	LE	859-260-7000	LEXING KY	2	NP44	P	S			0.00
27		05/25	04:14PM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
28		05/25	04:19PM	LE	859-219-0964	LEXING KY	1	NP44	P	S			0.00
29		05/25	05:22PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
30		05/25	05:40PM	LE	859-351-7492	LEXING KY	2	NP44	P	MS			0.00
31		05/25	05:43PM	LE	859-351-7492	INCOMI CL	2	NP44	P	IMS			0.00
32		05/25	05:45PM	LE	859-351-7492	INCOMI CL	1	NP44	P	IMS			0.00
33	Thu	05/26	10:12AM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
34		05/26	10:13AM	LE	859-797-4725	LEXING KY	2	NP44	P	MS			0.00
35		05/26	10:14AM	LE	502-584-3410	FRANKF KY	2	NP44	P	S			0.00
36		05/26	10:16AM	LE	859-260-7000	LEXING KY	2	NP44	P	S			0.00
37		05/26	10:21AM	LE	859-219-0964	LEXING KY	2	NP44	P	S			0.00
38		05/26	02:52PM	LE	859-351-7492	INCOMI CL	3	NP44	P	IMS			0.00
39	Sat	05/28	09:53AM		410-730-3032	LEXING KY	2	NP44	N	RWS			0.00
40		05/28	02:06PM		443-690-8680	LEXING KY	2	NP44	N	RWS			0.00
41		05/28	02:07PM		859-797-4725	LEXING KY	2	NP44	N	RWS			0.00
42		05/28	09:05PM		859-797-4725	LEXING KY	1	NP44	N	RWS			0.00

**Wireless Line Summary For:**  
User Name: SUSAN COHN

Monthly Service Charges	Period	Prorated Charge	Monthly Charge	Total Charge
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FT9NATPSECONDARY	05/24-05/24	5.00		5.00
/FT9NATPSECONDARY	05/24-05/24	-5.00		-5.00
Current Rate Plan:				
/FT9NATP1100RUMMUNW	05/24-06/07	35.00		35.00
/FT9NATP1100RUMMUNW	06/08-07/07		69.99	69.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- MULTIMEDIA PAY PER USE				
- TEXT MSG PAY PER USE				
- WRLSS INTRNT XPRS PAY PER USE				
<b>Other Services</b>				
/1100 ANYTIME MINS	06/08-07/07		0.00	0.00
/ANYTIME MIN ROLLOVER	06/08-07/07		0.00	0.00
/FAMILY TALK	06/08-07/07		0.00	0.00
/NATION GAIT/GSM	06/08-07/07		0.00	0.00
/UNLIMITED M2M EXPND MINS	06/08-07/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	06/08-07/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	06/08-07/07		0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	06/08-07/07		0.00	0.00
OFF-NETWORK ROAM	06/08-07/07		0.00	0.00
ROADSIDE ASSISTANCE	05/24-06/07	1.50		1.50
ROADSIDE ASSISTANCE	06/08-07/07		2.99	2.99
ROADSIDE ASSISTANCE CREDIT	05/24-06/07	-1.50		-1.50
ROADSIDE ASSISTANCE CREDIT (Expires on 08/07/2005)	06/08-07/07		-2.99	-2.99
ROAMER ADMIN FEE EXCLUSION	06/08-07/07		0.00	0.00
WIRELESS PHONE INS. & SVC FEE	05/24-06/07	2.00		2.00
WIRELESS PHONE INS. & SVC FEE	06/08-07/07		3.99	3.99
<b>TOTAL MONTHLY SERVICE CHARGES</b>				<b>\$110.98</b>
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>				<b>\$4.89</b>
<b>Credits, Adjustments &amp; Other Charges</b>				
/ACTIVATION FEE			18.00	
FED UNIVERSAL SVC CHARGE			4.05	
911 MONTHLY			0.70	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY FEE			0.58	
Gross Receipts Surcharges to Recover				



### Long Distance Call Detail

User Name: SUSAN COHN

Rate Code: NP44=FT9NATP1100RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Feature: B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	LD Charge	DA/Add. Charge	Total Charge
Charges Incurred While in Shared Group 4												
1	Mon	06/06	06:33PM	951-830-7726	RIVERS, CA	1	NP44	P	S			0.00
Subtotal for Group 4						1				0.00	0.00	0.00
Totals										0.00	0.00	0.00

### Roaming Call Detail

User Name: SUSAN COHN

Rate Code: NP44=FT9NATP1100RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Feature: B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD Charge	Infl Tax	Total Charge
Charges Incurred While Roaming in WETZEL, WV --System ID #01397-A													
Charges Incurred While in Shared Group 4													
1	Sat	05/28	07:13AM	859-797-4725	LEXING KY	1	NP44						0.00
Subtotal for Group 4						1				0.00	0.00	0.00	0.00
Totals										0.00	0.00	0.00	0.00

### Wireless Data Detail

User Name: SUSAN COHN

Rate Code: NP44=FT9NATP1100RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Feature: B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends

Item	Day	Date	Time	To/From	Type	Msg/KB	Rate Code	Rate Pd	Feature	In/Out	Total Charge
1	Tue	05/24	08:53PM	Data Transfe	wireless intern	16 KB	NP44	P		Out	0.16
2		05/24	09:17PM	Data Transfe	wireless intern	58 KB	NP44	P		Out	0.58
3		05/24	09:39PM	Data Transfe	wireless intern	2 KB	NP44	P		Out	0.02
4	Wed	05/25	09:31AM	Data Transfe	wireless intern	14 KB	NP44	P		Out	0.14
5		05/25	10:51AM	Data Transfe	wireless intern	4 KB	NP44	P		Out	0.04
6		05/25	12:14PM	Data Transfe	wireless intern	10 KB	NP44	P		Out	0.10
7		05/25	12:21PM	Data Transfe	wireless intern	6 KB	NP44	P		Out	0.06
8		05/25	04:00PM	Data Transfe	wireless intern	0 KB	NP44	P		Out	0.00
9		05/25	04:00PM	Data Transfe	wireless intern	8 KB	NP44	P		Out	0.08
10	Thu	05/26	08:55AM	Data Transfe	wireless intern	7 KB	NP44	P		Out	0.07
11	Sat	05/28	09:59AM	Data Transfe	wireless intern	10 KB	NP44	P		Out	0.10
12		05/28	10:02AM	Data Transfe	wireless intern	71 KB	NP44	P		Out	0.71
13		05/28	10:08AM	Data Transfe	wireless intern	112 KB	NP44	P		Out	1.12
14	Sun	06/05	11:50AM	Data Transfe	wireless intern	20 KB	NP44	P		Out	0.20
15		06/05	09:31PM	Data Transfe	wireless intern	2 KB	NP44	P		Out	0.02
16	Mon	06/06	05:50AM	Data Transfe	wireless intern	135 KB	NP44	P		Out	1.35

**Wireless Line Summary For:**  
User Name: SUSAN L COHN

Monthly Service Charges	Period	Prorated Charge	Monthly Charge	Total Charge
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/H SECONDARY 5K N&W \$19.99	05/08-05/24	-9.99		-9.99
/FAMILY H 300/5K N&W	05/24-05/24	15.00		15.00
/NATP1100RUMMUNW	05/24-05/24	35.00		35.00
/NATP1100RUMMUNW	05/24-05/24	-35.00		-35.00
/FT9NATPSECONDARY	05/24-05/24	5.00		5.00
/FT9NATPSECONDARY	05/24-05/24	-5.00		-5.00
/TECHTYPEDEFAULT	05/24-05/24	22.22		22.22
/TECHTYPEDEFAULT	05/24-05/24	-22.22		-22.22
/FAMILY H 300/5K N&W	05/24-05/24	-15.00		-15.00
Current Rate Plan:				
/FT9NATP1100RUMMUNW	05/24-06/07	35.00		35.00
/FT9NATP1100RUMMUNW	05/24-06/07	35.00		35.00
/FT9NATP1100RUMMUNW	05/24-06/07	35.00		35.00
/FT9NATP1100RUMMUNW	05/24-06/07	-35.00		-35.00
/FT9NATP1100RUMMUNW	05/24-06/07	-35.00		-35.00
/FT9NATP1100RUMMUNW	06/08-07/07		69.99	69.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- TEXT MSG PAY PER USE				
- THREE PARTY CALL N/C				
- WRLSS INTRNT XPRS PAY PER USE				
<b>Other Services</b>				
/1100 ANYTIME MINS	06/08-07/07		0.00	0.00
/ANYTIME MIN ROLLOVER	06/08-07/07		0.00	0.00
/FAMILY TALK	06/08-07/07		0.00	0.00
/NATION GAIT/GSM	06/08-07/07		0.00	0.00
/UNLIMITED M2M EXPND MINS	06/08-07/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	06/08-07/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	06/08-07/07		0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	06/08-07/07		0.00	0.00
OFF-NETWORK ROAM	06/08-07/07		0.00	0.00
ROAMER ADMIN FEE EXCLUSION	06/08-07/07		0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>				<b>\$95.00</b>
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>				<b>\$0.63</b>

**Usage Charge Details (Continued)**

User Name: SUSAN L COHN

Subtotal	\$0.63
<b>TOTAL USAGE CHARGES</b>	<b>\$0.63</b>

**Call Detail**

User Name: SUSAN L COHN

Call Location(CL): AL=Allen, AS=Ashland, BA=Barkistown, CC=Cave City,  
CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin,  
HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville,  
ME=Mead, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond,  
SH=Shelbyville, ST=Mt. Sterling  
Rate Code: FAN1=FAMILY H 300/5K N&W, NP44=FT9NATP100RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Feature: B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls;  
I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; P=Priority Access Service; Q=V-VPN; R=Room with Home;  
S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends

Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD DA	Total Charge
Charges Incurred While in Shared Group 2													
1	Wed	05/11	12:07PM	LE	513-706-8334	CINCIN OH	2	FAN1	P	S			0.00
2	Sat	05/21	11:02AM	LE	859-219-0964	LEXING KY	1	FAN1	N	WS			0.00
3	Tue	05/24	08:56AM	LE	859-260-7000	LEXING KY	4	FAN1	P	S			0.00
4		05/24	12:56PM	LE	859-260-7000	LEXING KY	3	NP44	P	S			0.00
5		05/24	02:39PM	LE	859-797-4725	LEXING KY	4	NP44	P	MS			0.00
6		05/24	02:43PM	LE	859-229-7836	LEXING KY	1	NP44	P	MS			0.00
7		05/24	04:48PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
8		05/24	05:30PM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
Subtotal for Group 2							17				0.00	0.00	0.00
Charges Incurred While in Shared Group 5													
9	Wed	05/25	06:34AM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
10		05/25	08:34AM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
11		05/25	09:29AM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
12		05/25	11:07AM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
13		05/25	11:24AM	LE	859-351-7492	INCOMI CL	2	NP44	P	IMS			0.00
14		05/25	11:43AM	LE	859-351-7492	INCOMI CL	1	NP44	P	IMS			0.00
15		05/25	01:09PM	LE	859-351-7492	INCOMI CL	3	NP44	P	IMS			0.00
16		05/25	02:54PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
17		05/25	03:45PM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
18		05/25	04:12PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
19		05/25	08:08PM	LE	859-351-7492	LEXING KY	2	NP44	P	MS			0.00
20		05/25	08:11PM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
21		05/25	09:22PM	LE	859-351-7492	INCOMI CL	2	NP44	O	IWS			0.00
22		05/25	10:32PM	LE	859-351-7492	INCOMI CL	1	NP44	O	IWS			0.00
23	Thu	05/26	09:35AM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
24		05/26	09:36AM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
25		05/26	09:37AM	LE	859-219-0964	LEXING KY	3	NP44	P	S			0.00
26		05/26	10:34AM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
27		05/26	12:11PM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
28		05/26	01:03PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00
29		05/26	02:51PM	LE	859-351-7492	INCOMI CL	1	NP44	P	IMS			0.00
30		05/26	05:37PM	LE	859-351-7492	LEXING KY	1	NP44	P	MS			0.00
31		05/26	05:38PM	LE	859-351-7492	INCOMI CL	1	NP44	P	IMS			0.00

<b>Prior Activity</b>	
Previous Balance	64.25
<b>Detail of Payments Posted</b>	
Payment by ACH payment at lockbox posted on May 27, 2005	-64.25
<b>TOTAL BALANCE</b>	<b>\$0.00</b>

<b>Wireless Detail</b>								
SUSAN L COHN								
Wireless Number	Minutes Used	Msg/KB Used	Monthly Service	Usage Charges	Credits, Adj & Other Charges	Government Fees & Taxes	Non-Comm Related Charges	Total
	134	0	-0.01	0.00	19.39	0.07	0.00	19.45
SUSAN L COHN (See Page 5 for Detailed Charges)								
	107	489	110.98	4.89	27.34	11.71	0.00	154.92
SUSAN COHN (See Page 9 for Detailed Charges)								
	70	63	95.00	0.63	27.85	9.20	0.00	132.68
SUSAN L COHN (See Page 13 for Detailed Charges)								
<b>Total</b>	<b>311</b>	<b>552</b>	<b>205.97</b>	<b>5.52</b>	<b>74.58</b>	<b>20.98</b>	<b>0.00</b>	<b>307.05</b>
<b>TOTAL AMOUNT DUE</b>								<b>\$307.05</b>

197.  
112.00



Page: 1 of 13  
Billing Cycle Date: 06/18/05 - 07/07/05  
Account Number:

**How To Contact Us:**

- 1-800-331-0500 or 611 from your wireless phone
- For Deaf / Hard of Hearing Customers (TTY/TDD)  
1-866-241-6567

**Wireless Numbers with Rollover**

*pd phone*

Previous Balance	307.05
Payments Posted	0.00
Adjustments to Previous Balance	-110.02
<b>PAST DUE BALANCE</b>	<b>197.03</b>
Payable Immediately	
Monthly Service Charges	84.32
Usage Charges	0.00
Credits/Adjustments/Other Charges	11.89
Government Fees and Taxes	7.96
<b>TOTAL CURRENT CHARGES</b>	<b>104.17</b>
Due Jul 30, 2005	
Late fees assessed after Jul 30	
<b>Total Amount Due \$301.20</b>	

**\*\*\*This Bill Includes A Past Due Balance\*\*\***

If payment has already been made, thank you, please disregard. If not, payment must be made immediately. Please send your payment, including current charges, in the enclosed envelope. You may also pay 24 hours a day, by major credit card or electronic check at 1-800-331-0500, or www.cingular.com. If your service is suspended, a reconnection fee will apply. If you have questions regarding your account, contact us at 1-800-947-5096.

Return the portion below with payment  
to Cingular Wireless only.

PO BOX 772349 - (LEX)  
OCALA, FL 34477-2349

#BWNHHRD

AV 01 039837 93338H186 A\*\*5DGT

Account Number:	
Total Amount Due:	\$301.20
Amount Paid:	
\$	

\* Please do not send correspondence with payment.

SUSAN L COHN  
550 HALIFAX DR  
LEXINGTON, KY 40503-4316



Please Make Check Payable To:

Cingular Wireless  
P.O. Box 31488  
Tampa, FL 33631-3488



14014239049800102005070700000030120002

<b>Prior Activity</b>	
<b>Previous Balance</b>	307.05
<b>Adjustments to Previous Balance</b>	
COUNTY UTILITY USER TAX ADJUSTMENT	-2.94
CREDIT FOR MONTHLY SERVICE	-95.00
FED UNIVERSAL SVC CHARGE ADJUSTMENT	-3.00
FEDERAL EXCISE TAX	-3.03
STATE SALES GENERAL TAX ADJUSTMENT	-6.05
<b>TOTAL PAST DUE BALANCE</b>	<b>\$197.03</b>

<b>Account Charges</b>	
<b>Credits, Adjustments &amp; Other Charges</b>	
Late Payment Fee	2.96
<b>ACCOUNT CREDITS, ADJUSTMENTS &amp; OTHER CHARGES</b>	<b>\$2.96</b>
<b>Government Fees and Taxes</b>	
FEDERAL EXCISE TAX	0.09
<b>ACCOUNT GOVERNMENT FEES AND TAXES</b>	<b>\$0.09</b>

<b>Wireless Detail</b>									
<b>SUSAN L COHN</b>									
Wireless Number	Minutes Used	Msg/KB Used	Monthly Service	Usage Charges	Credits, Adj & Other Charges	Government Fees & Taxes	Non-Comm Related Charges	Total	
	50	0	16.33	0.00	2.35	1.63	0.00	20.31	
SUSAN L COHN (See Page 5 for Detailed Charges)									
	0	0	4.32	0.00	1.39	0.10	0.00	5.81	
SUSAN COHN (See Page 9 for Detailed Charges)									
	34	0	63.67	0.00	5.19	6.14	0.00	75.00	
SUSAN L COHN (See Page 11 for Detailed Charges)									
<b>Total</b>	<b>84</b>	<b>0</b>	<b>84.32</b>	<b>0.00</b>	<b>8.93</b>	<b>7.87</b>	<b>0.00</b>	<b>101.12</b>	
<b>TOTAL AMOUNT DUE</b>									<b>\$301.20</b>

<b>Wireless Line Summary For:</b>				
User Name: SUSAN L COHN				
Monthly Service Charges	Period	Prorated Charge	Monthly Charge	Total Charge
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FT9NATPSECONDARY	06/08-06/30	-2.66		-2.66
FT14NATP500RUMMUNW	06/30-06/30	12.00		12.00
FT14NATP500RUMMUNW	06/30-06/30	-12.00		-12.00
Current Rate Plan:				
FT14NATPSECONDARY	06/30-06/30	4.00		4.00
FT14NATPSECONDARY	06/30-06/30	-4.00		-4.00
FT14NATPSECONDARY	06/30-06/30	4.00		4.00
FT14NATPSECONDARY	07/08-08/07		14.99	14.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- THREE PARTY CALL N/C				
<b>Other Services</b>				
/CALLER ID N/C	07/08-08/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	07/08-08/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	07/08-08/07		0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	07/08-08/07		0.00	0.00
OFF-NETWORK ROAM	07/08-08/07		0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>				<b>\$16.33</b>
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>				<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>				
FED UNIVERSAL SVC CHARGE			0.49	
911 MONTHLY			0.70	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY FEE			0.56	
Gross Receipts Surcharges to Recover				
UTILITY SCHOOLS SURCHARGE			0.52	
<b>TOTAL CREDITS, ADJUSTMENTS &amp; OTHER CHARGES</b>				<b>\$2.35</b>
<b>Government Fees and Taxes</b>				
FEDERAL EXCISE TAX			0.55	
STATE SALES TAX			1.08	
<b>TOTAL GOVERNMENT FEES and TAXES</b>				<b>\$1.63</b>

**Call Detail (Continued)**

User Name: SUSAN L COHN

Call Location (CL): AL=Ailen, AS=Ashland, BA=Bardstown, CC=Cave City,  
CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin,  
HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville,  
ME=Mend, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond,  
SH=Shelbyville, ST=Mt. Sterling  
Rate Code: NF22=FT14NATP1000RUMMUNW, NP44=FT9NATP1100RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Feature: B=Direct Assl Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls;  
I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; P=Priority Access Service; Q=V-VFN; R=Room with Home;  
S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends

Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Fea- ture	Airtime Charge	LD DA	Total Charge	
17		07/07	05:07PM	LE	276-730-0233	HILLSV VA	1	NF22	P	S			0.00	
Subtotal for Group 7							14				0.00	0.00	0.00	
<b>Totals</b>							50					0.00	0.00	0.00



**Wireless Line Summary For:**  
 User Name: SUSAN COHN

Monthly Service Charges	Period	Prorated Charge	Monthly Charge	Total Charge
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FT9NATP1100RUMMUNW	06/08-06/30	-18.66		-18.66
FT14NATP500RUMMUNW	06/30-06/30	12.00		12.00
FT14NATP500RUMMUNW	06/30-06/30	-12.00		-12.00
Current Rate Plan:				
FT14NATPSECONDARY	06/30-06/30	4.00		4.00
FT14NATPSECONDARY	06/30-06/30	4.00		4.00
FT14NATPSECONDARY	06/30-06/30	-4.00		-4.00
FT14NATPSECONDARY	07/08-08/07		14.99	14.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- THREE PARTY CALL N/C				
<b>Other Services</b>				
/UNLIMITED SHARED EXPANDED M2M	07/08-08/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	07/08-08/07		0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	07/08-08/07		0.00	0.00
OFF-NETWORK ROAM	07/08-08/07		0.00	0.00
ROADSIDE ASSISTANCE	07/08-08/07		2.99	2.99
ROADSIDE ASSISTANCE CREDIT (Expires on 08/07/2005)	07/08-08/07		-2.99	-2.99
WIRELESS PHONE INS. & SVC FEE	07/08-08/07		3.99	3.99
<b>TOTAL MONTHLY SERVICE CHARGES:</b>				<b>\$4.32</b>
<b>Credits, Adjustments &amp; Other Charges</b>				
FED UNIVERSAL SVC CHARGE			0.03	
911 MONTHLY			0.70	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY FEE			0.56	
Gross Receipts Surcharges to Recover				
UTILITY SCHOOLS SURCHARGE			0.02	
<b>TOTAL CREDITS, ADJUSTMENTS &amp; OTHER CHARGES</b>				<b>\$1.39</b>
<b>Government Fees and Taxes</b>				
FEDERAL EXCISE TAX			0.04	
STATE SALES TAX			0.06	
<b>TOTAL GOVERNMENT FEES and TAXES</b>				<b>\$0.10</b>
<b>TOTAL CHARGES FOR: 859-351-7492</b>				<b>\$5.81</b>

**Wireless Line Summary For:**

User Name: SUSAN L COHN

Monthly Service Charges	Period	Prorated Charge	Monthly Charge	Total Charge
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FT9NATP1100RUMMUNW	06/08-06/30	-18.66		-18.66
FT14NATP500RUMMUNW	06/30-06/30	12.00		12.00
FT14NATP500RUMMUNW	06/30-06/30	-12.00		-12.00
Current Rate Plan:				
FT14NATP1000RUMMUNW	06/30-07/07	17.33		17.33
FT14NATP1000RUMMUNW	07/08-08/07		65.00	65.00
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- THREE PARTY CALL N/C				
<b>Other Services</b>				
/1000 ANYTIME MINS	07/08-08/07		0.00	0.00
/ANYTIME MIN ROLLOVER	07/08-08/07		0.00	0.00
/FAMILY TALK	07/08-08/07		0.00	0.00
/NATION GAIT/GSM	07/08-08/07		0.00	0.00
/UNLIMITED M2M EXPND MINS	07/08-08/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	07/08-08/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	07/08-08/07		0.00	0.00
GINGULAR NATIONWIDE TOLL FREE	07/08-08/07		0.00	0.00
OFF-NETWORK ROAM	07/08-08/07		0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>				<b>\$63.67</b>
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>				<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>				
FED UNIVERSAL SVC CHARGE			1.87	
911 MONTHLY			0.70	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY FEE			0.56	
Gross Receipts Surcharges to Recover				
UTILITY SCHOOLS SURCHARGE			1.98	
<b>TOTAL CREDITS, ADJUSTMENTS &amp; OTHER CHARGES</b>				<b>\$5.19</b>
<b>Government Fees and Taxes</b>				
FEDERAL EXCISE TAX			2.05	
STATE SALES TAX			4.09	

**Call Detail (Continued)**  
User Name: SUSAN L COHN

Call Location (CL): AL=Allen, AS=Ashland, BA=Bardstown, CC=Cave City,  
CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin,  
HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville,  
ME=Mead, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond,  
SH=Shelbyville, ST=Mt. Sterling  
Rate Code: NF22=FT14NATP1000RUMMUNW, NP44=FT9NATP1100RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Feature: B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls;  
I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; P=Priority Access Service; Q=V-VPN; R=Roam with Home;  
S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends

Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Alrtime Charge	LD DA	Total Charge	
14	Mon	06/20	01:05PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00	
15	Thu	06/23	02:22PM	LE	859-260-7005	INCOMI CL	2	NP44	P	IS			0.00	
16		06/23	03:23PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00	
17		06/23	03:24PM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00	
18		06/23	03:25PM	LE	859-260-7005	LEXING KY	1	NP44	P	S			0.00	
19	Mon	06/27	07:17AM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00	
20	Tue	06/28	11:42AM	LE	859-797-4725	LEXING KY	1	NP44	P	MS			0.00	
21	Thu	06/30	07:26AM	LE	859-797-4725	LEXING KY	2	NF22	P	MS			0.00	
22		06/30	07:27AM	LE	859-797-4725	LEXING KY	1	NF22	P	MS			0.00	
23		06/30	05:47PM	LE	859-797-4725	LEXING KY	1	NF22	P	MS			0.00	
24		06/30	09:35PM	LE	859-797-4725	LEXING KY	1	NF22	O	WS			0.00	
25		06/30	09:36PM	LE	859-219-0964	LEXING KY	1	NF22	O	WS			0.00	
Subtotal for Group 5							31				0.00	0.00	0.00	
Charges Incurred While in Shared Group 7														
26	Fr-1	07/01	06:24PM	LE	859-797-4725	LEXING KY	1	NF22	P	MS			0.00	
27	Tue	07/05	07:23PM	LE	859-245-3209	LEXING KY	2	NF22	P	S			0.00	
Subtotal for Group 7							3				0.00	0.00	0.00	
<b>Totals:</b>							<b>34</b>					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**PRICELESS PEACE OF MIND**

Roadside Assistance provides assistance for most roadside mishaps, and the best thing is the service follows your phone! So no matter whose car you are in, you can get assistance. And, for a limited time, get a free 60-day trial. You can subscribe right now by dialing \*NOW on your wireless phone. It's a free call. After the free trial, Roadside Assistance is \$2.99 a month.

One Time Checking Account Payment Authorization Agreement (for use with kiosk payment):  
I authorize Cingular Wireless to pay my bill by debiting my bank account. I can cancel authorization by contacting an in-store sales person. If my bank rejects a payment, I may be charged a return fee.

**How To Contact Us:**

- 1-800-331-0500 or 611 from your wireless phone
- For Deaf / Hard of Hearing Customers (TTY/TDD)  
1-866-241-6567

**Wireless Numbers with Rollover**

*7-84, 87  
changes 8/27/05*

Previous Balance	301.20
Payments Posted	-301.20
<b>BALANCE</b>	<b>0.00</b>
Monthly Service Charges	101.96
Usage Charges	0.00
Credits/Adjustments/Other Charges	9.82
Government Fees and Taxes	9.27
<b>TOTAL CURRENT CHARGES</b>	<b>121.05</b>
Due Aug 30, 2005	
Late fees assessed after Aug 30	
<b>Total Amount Due \$121.05</b>	

**Save money on Ringtones!**

New! The Cingular Sounds Tone Club saves you money on ringtone purchases. Just sign-up for the 3 Pack at \$5.99 a month or the 6 Pack at \$9.99 a month, and you'll save up to 30% over buying ringtones individually. Text SAVE to 7225 for more info or see enclosed insert.

Return the portion below with payment  
to Cingular Wireless only.

Prior Activity	
Previous Balance	301.20
<b>Detail of Payments Posted</b>	
Payment by One-time Payment posted on Jul 14, 2005	-197.03
Payment by One-time Payment posted on Jul 31, 2005	-104.17
<b>TOTAL BALANCE</b>	<b>\$0.00</b>

Wireless Detail									
SUSAN L COHN									
Wireless Number	Minutes Used	Msg/KB Used	Monthly Service	Usage Charges	Credits, Adj & Other Charges	Government Fees & Taxes	Non-Comm Related Charges	Total	
	57	0	14.99	0.00	1.57	2.20	0.00	18.76	
SUSAN L COHN (See Page 5 for Detailed Charges)									
	34	0	21.97	0.00	1.57	2.20	0.00	25.74	
SUSAN COHN (See Page 9 for Detailed Charges)									
	26	0	65.00	0.00	4.58	6.97	0.00	76.55	
SUSAN L COHN (See Page 13 for Detailed Charges)									
Total	117	0	101.96	0.00	7.72	11.37	0.00	121.05	
<b>TOTAL AMOUNT DUE</b>									<b>\$121.05</b>

**Wireless Line Summary For:**  
User Name: SUSAN L COHN

Monthly Service Charges	Period	Monthly Charge	Total Charge
<b>Rate Plan</b>			
Current Rate Plan: FT14NATPSECONDARY	08/08-09/07	14.99	14.99
Includes:			
- BASIC VOICEMAIL N/C			
- CALL FORWARDING N/C			
- CALL WAITING N/C			
- CALLER ID N/C			
- DATA VOLUME DETAILED BILLING			
- DETAILED BILLING N/C			
- MULTIMEDIA PAY PER USE			
- THREE PARTY CALL N/C			
<b>Other Services</b>			
/CALLER ID N/C	08/08-09/07	0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	08/08-09/07	0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	08/08-09/07	0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	08/08-09/07	0.00	0.00
OFF-NETWORK ROAM	08/08-09/07	0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>			<b>\$14.99</b>
<b>Usage Charges</b> (See Usage Charge Details)			
<b>TOTAL USAGE CHARGES</b>			<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>			
FED UNIVERSAL SVC CHARGE		0.45	
KENTUCKY LIFELINE SUPPORT		0.08	
REGULATORY COST RECOVERY CHARGE		0.56	
Gross Receipts Surcharges to Recover			
UTILITY SCHOOLS SURCHARGE		0.48	
<b>TOTAL CREDITS, ADJUSTMENTS &amp; OTHER CHARGES</b>			<b>\$1.57</b>
<b>Government Fees and Taxes</b>			
FEDERAL EXCISE TAX		0.50	
STATE SALES TAX		1.00	
911 MONTHLY		0.70	
<b>TOTAL GOVERNMENT FEES and TAXES</b>			<b>\$2.20</b>
<b>TOTAL CHARGES FOR: 859-229-7836</b>			<b>\$18.76</b>

**Call Detail (Continued)**  
User Name: SUSAN L COHN

Call Location (CL): AL=Allen, AS=Ashland, BA=Bardstown, CC=Cave City, CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin, HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville, ME=Mend, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond, SH=Shelbyville, ST=St. Sterling  
Rate Code: NF22=FT14NATP1000RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Call To: \*\* = International Call Terminated To Mobile  
Feature: a=Automated Call Return; B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; O=Auto Dropped Call Credit; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; v=Voice Activated Dialing; W=Nights and Weekends

Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Fea- ture	Airtime Charge	LD DA	Total Charge	
19		07/30	01:16PM	LE	859-219-0964	LEXING KY	1	NF22	N	WS			0.00	
<b>Totals</b>							<b>57</b>					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Roaming Call Detail**  
User Name: SUSAN L COHN

Rate Code: NF22=FT14NATP1000RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Call To: \*\* = International Call Terminated To Mobile  
Feature: a=Automated Call Return; B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; O=Auto Dropped Call Credit; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; v=Voice Activated Dialing; W=Nights and Weekends

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Fea- ture	Airtime Charge	LD Charge	Infl Tax	Total Charge	
Charges Incurred While Roaming in CLAY, KY													
1	Wed	07/20	08:28PM	859-219-0964	LEXING KY	3	NF22					0.00	
Charges Incurred While Roaming in MADISONVILLE, KY													
2	Wed	07/27	03:50PM	859-219-0964	LEXING KY	9	NF22					0.00	
<b>Totals</b>							<b>12</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Wireless Line Summary For:**  
User Name: SUSAN COHN

Monthly Service Charges	Period	Monthly Charge	Total Charge
<b>Rate Plan</b>			
Current Rate Plan:			
FT14NATPSECONDARY	08/08-09/07	14.99	14.99
Includes:			
- BASIC VOICEMAIL N/C			
- CALL FORWARDING N/C			
- CALL WAITING N/C			
- CALLER ID N/C			
- DATA VOLUME DETAILED BILLING			
- DETAILED BILLING N/C			
- MULTIMEDIA PAY PER USE			
- THREE PARTY CALL N/C			
<b>Other Services</b>			
/UNLIMITED SHARED EXPANDED M2M	08/08-09/07	0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	08/08-09/07	0.00	0.00
/WIRELESS PHONE INS. & SVC FEE	08/08-09/07	3.99	3.99
CINGULAR NATIONWIDE TOLL FREE	08/08-09/07	0.00	0.00
OFF-NETWORK ROAM	08/08-09/07	0.00	0.00
ROADSIDE ASSISTANCE	08/08-09/07	2.99	2.99
<b>TOTAL MONTHLY SERVICE CHARGES</b>			<b>\$21.97</b>
<b>Usage Charges</b>			
(See Usage Charge Details)			
<b>TOTAL USAGE CHARGES</b>			<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>			
FED UNIVERSAL SVC CHARGE		0.45	
KENTUCKY LIFELINE SUPPORT		0.08	
REGULATORY COST RECOVERY CHARGE		0.56	
Gross Receipts Surcharges to Recover			
UTILITY SCHOOLS SURCHARGE		0.48	
<b>TOTAL CREDITS, ADJUSTMENTS &amp; OTHER CHARGES</b>			<b>\$1.57</b>
<b>Government Fees and Taxes</b>			
FEDERAL EXCISE TAX		0.50	
STATE SALES TAX		1.00	
911 MONTHLY		0.70	
<b>TOTAL GOVERNMENT FEES and TAXES</b>			<b>\$2.20</b>
<b>TOTAL CHARGES FOR:</b>			<b>\$25.74</b>



**Call Detail (Continued)**

User Name: SUSAN COHN

Call Location(CL): AL=Allen, AS=Ashland, BA=Bardstown, CC=Cave City,  
CL=Clerksville, EV=Evansville, FR=Frankfort, FN=Franklin,  
HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville,  
ME=Mead, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond,  
SH=Shelbyville, ST=St. Sterling

Rate Code: NF22=FT14NATP1000RUMMUNW

Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights

Call To: \*\* = International Call Terminated To Mobile

Feature: a=Automated Call Return; B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding;

H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; O=Auto Dropped Call Credit;

P=Priority Access Service; Q=V.VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; v=Voice Activated Dialing;

W=Nights and Weekends

Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Fea- ture	Airtime Charge	LD DA	Total Charge	
23		07/23	02:18PM	LE	859-608-0298	LEXING KY	1	NF22	N	WS			0.00	
<b>Totals:</b>							<b>34</b>					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Wireless Line Summary For:</b>			
User Name: SUSAN L COHN			
Monthly Service Charges	Period	Monthly Charge	Total Charge
<b>Rate Plan</b>			
Current Rate Plan:			
FT14NATP1000RUMMUNW	08/08-09/07	65.00	65.00
Includes:			
- BASIC VOICEMAIL N/C			
- CALL FORWARDING N/C			
- CALL WAITING N/C			
- CALLER ID N/C			
- DATA VOLUME DETAILED BILLING			
- DETAILED BILLING N/C			
- MULTIMEDIA PAY PER USE			
- THREE PARTY CALL N/C			
<b>Other Services</b>			
/1000 ANYTIME MINS	08/08-09/07	0.00	0.00
/ANYTIME MIN ROLLOVER	08/08-09/07	0.00	0.00
/FAMILY TALK	08/08-09/07	0.00	0.00
/NATION GAIT/GSM	08/08-09/07	0.00	0.00
/UNLIMITED M2M EXPND MINS	08/08-09/07	0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	08/08-09/07	0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	08/08-09/07	0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	08/08-09/07	0.00	0.00
OFF-NETWORK ROAM	08/08-09/07	0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>			<b>\$65.00</b>
<b>Usage Charges</b>			
(See Usage Charge Details)			
<b>TOTAL USAGE CHARGES</b>			<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>			
FED UNIVERSAL SVC CHARGE		1.91	
KENTUCKY LIFELINE SUPPORT		0.08	
REGULATORY COST RECOVERY CHARGE		0.56	
Gross Receipts Surcharges to Recover			
UTILITY SCHOOLS SURCHARGE		2.03	
<b>TOTAL CREDITS, ADJUSTMENTS &amp; OTHER CHARGES</b>			<b>\$4.58</b>
<b>Government Fees and Taxes</b>			
FEDERAL EXCISE TAX		2.09	
STATE SALES TAX		4.18	
911 MONTHLY		0.70	
<b>TOTAL GOVERNMENT FEES and TAXES</b>			<b>\$6.97</b>
<b>TOTAL CHARGES FOR:</b>			<b>\$76.55</b>

Call Detail (Continued)														
User Name: SUSAN L COHN														
Call Location (CL): AL=Allen, AS=Ashland, BA=Bardstow, CC=Cave City, CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin, HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville, ME=Mend. OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond, SH=Shelbyville, ST=Mt. Sterling Rate Code: NF22=FT)4NATP1000RUMMUNW Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights Call To: ** = International Call Terminated To Mobile Feature: a=Automated Call Return; B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; O=Auto Dropped Call Credit; P=Priority Access Service; Q=V-VPN; R=Room with Home; S=Shared Minutes; T=Three Way Calling; v=Voice Activated Dialing; W=Nights and Weekends														
Item	Day	Date	Time	CL	Number Called	Call To	Mfn	Rate Code	Rate Pd	Fea- ture	Airtime Charge	LD DA	Total Charge	
21	Sat	07/30	09:10AM	LE	859-219-0964	LEXING KY	1	NF22	N	WS	0:00	0:00	0:00	
Totals							26					0:00	0:00	0:00

**Wireless AMBER Alerts**

Sign up to receive Wireless AMBER Alerts at [www.cingular.com/amberalerts](http://www.cingular.com/amberalerts) or by sending a text message with up to 5 zip codes to the short code AMBER (i.e. send SUBSCRIBE 12345 to short code 26237). Customers capable of receiving text messages can receive these geographically specified alerts. There is no charge to sign up or to receive AMBER alerts. Normal airtime charges will apply if you place a call in response to an AMBER alert message.

One Time Checking Account Payment Authorization Agreement (for use with kiosk payment):  
 I authorize Cingular Wireless to pay my bill by debiting my bank account. I can cancel authorization by contacting an in-store sales person. If my bank rejects a payment, I may be charged a return fee.

**How To Contact Us:**

- 1-800-331-0500 or 611 from your wireless phone
- For Deaf / Hard of Hearing Customers (TTY/TDD)  
1-866-241-6567

**Wireless Numbers with Rollover**

Previous Balance	121.05
Payments Posted	-84.87
Adjustments to Previous Balance	-36.98
<b>CREDIT BALANCE</b>	<b>-0.80</b>
Monthly Service Charges	105.96
Usage Charges	0.00
Credits/Adjustments/Other Charges	10.26
Government Fees and Taxes	9.93
<b>TOTAL CURRENT CHARGES</b>	<b>126.15</b>
Due Sep 30, 2005	
Late fees assessed after Sep 30	
<b>Total Amount Due \$125.35</b>	

Your rollover balance has been adjusted.  
This may have occurred due to a recent rate plan change.

PO BOX 772349 - (LEX)  
OCALA, FL 34477-2349

#RWNHHRD

AV 01 038927 06990H189 A\*\*5DGT  
SUSAN L COHN  
550 HALIFAX DR  
LEXINGTON, KY 40503-4316

Return the portion below with payment  
to Cingular Wireless only. ✂

Account Number:	
Total Amount Due:	\$125.35
Amount Paid:	
\$	

\* Please do not send correspondence with payment.

Total Amount  
Due by Sep 30, 2005

Please Make Check Payable To:

Cingular Wireless  
P.O. Box 31488  
Tampa, FL 33631-3488



14014239049800102005090700000012535708

<b>Prior Activity</b>	
<b>Previous Balance</b>	121.05
<b>Detail of Payments Posted</b>	
Payment by ACH payment at lockbox posted on Sep 01, 2005	-84.87
<b>Adjustments to Previous Balance</b>	
COUNTY UTILITY USER TAX ADJUSTMENT	-0.15
COUNTY UTILITY USER TAX ADJUSTMENT	-0.37
COUNTY UTILITY USER TAX ADJUSTMENT	-0.15
COUNTY UTILITY USER TAX ADJUSTMENT	-0.20
COUNTY UTILITY USER TAX ADJUSTMENT	-0.11
CREDIT FOR MONTHLY SERVICE	-5.00
CREDIT FOR MONTHLY SERVICE	-11.98
CREDIT FOR MONTHLY SERVICE	-5.01
CREDIT FOR MONTHLY SERVICE	-6.34
CREDIT FOR MONTHLY SERVICE	-3.68
FED UNIVERSAL SVC CHARGE ADJUSTMENT	-0.15
FED UNIVERSAL SVC CHARGE ADJUSTMENT	-0.35
FED UNIVERSAL SVC CHARGE ADJUSTMENT	-0.15
FED UNIVERSAL SVC CHARGE ADJUSTMENT	-0.18
FED UNIVERSAL SVC CHARGE ADJUSTMENT	-0.11
FEDERAL EXCISE TAX	-0.16
FEDERAL EXCISE TAX	-0.38
FEDERAL EXCISE TAX	-0.16
FEDERAL EXCISE TAX	-0.20
FEDERAL EXCISE TAX	-0.12
STATE SALES GENERAL TAX ADJUSTMENT	-0.32
STATE SALES GENERAL TAX ADJUSTMENT	-0.76
STATE SALES GENERAL TAX ADJUSTMENT	-0.32
STATE SALES GENERAL TAX ADJUSTMENT	-0.40
STATE SALES GENERAL TAX ADJUSTMENT	-0.23
<b>TOTAL CREDIT BALANCE</b>	<b>\$-0.80</b>

<b>Wireless Detail</b>								
SUSAN L COHN								
Wireless Number	Minutes Used	Msg/KB Used	Monthly Service	Usage Charges	Credits, Adj & Other Charges	Government Fees & Taxes	Non-Comm Related Charges	Total
	41	0	21.99	0.00	2.00	2.87	0.00	26.86
SUSAN L COHN (See Page 5 for Detailed Charges)								
	5	0	25.98	0.00	2.00	2.87	0.00	30.85
SUSAN COHN (See Page 9 for Detailed Charges)								
	27	0	57.99	0.00	4.16	6.29	0.00	68.44
SUSAN L COHN (See Page 11 for Detailed Charges)								
<b>Total</b>	<b>73</b>	<b>0</b>	<b>105.96</b>	<b>0.00</b>	<b>8.16</b>	<b>12.03</b>	<b>0.00</b>	<b>126.15</b>
<b>TOTAL AMOUNT DUE</b>								<b>\$125.35</b>

<b>Wireless Line Summary For:</b>				
<b>User Name: SUSAN L COHN</b>				
<b>Monthly Service Charges</b>	<b>Period</b>	<b>Prorated Charge</b>	<b>Monthly Charge</b>	<b>Total Charge</b>
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FT14NATPSECONDARY	08/08-08/27	-6.00		-6.00
/FT14NATP1000RUMMUNW	08/27-08/27	26.00		26.00
/FT14NATP1000RUMMUNW	08/27-08/27	-26.00		-26.00
-----				
Current Rate Plan:				
/AFFINAT SECONDARY	08/27-09/07	8.00		8.00
/AFFINAT SECONDARY	09/08-10/07		19.99	19.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- TEXT MSG PAY PER USE				
- THREE PARTY CALL N/C				
- WRLSS INTRNT XPRS PAY PER USE				
<b>Other Services</b>				
/CALLER ID N/C	09/08-10/07		0.00	0.00
/INTLRM AUSTRALIA \$1.69	09/08-10/07		0.00	0.00
/INTLRM MEX/CAN \$.79	09/08-10/07		0.00	0.00
/INTLRM PREMIUM \$3.99	09/08-10/07		0.00	0.00
/INTLRM W.EUR \$1.29	09/08-10/07		0.00	0.00
/INTLRME.EU AS/PA \$1.99	09/08-10/07		0.00	0.00
/INTLRMMIDE/AFR \$2.49	09/08-10/07		0.00	0.00
/INTLRMS/C AM/CAR \$1.99	09/08-10/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	09/08-10/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	09/08-10/07		0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	09/08-10/07		0.00	0.00
EXPANDED INTL ROAMG SVC	09/08-10/07		0.00	0.00
OFF-NETWORK ROAM	09/08-10/07		0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>				<b>\$21.99</b>
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>				<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>				
FED UNIVERSAL SVC CHARGE			0.66	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY CHARGE			0.56	
Gross Receipts Surcharges to Recover				
UTILITY SCHOOLS SURCHARGE			0.70	

**Call Detail (Continued)**

User Name: SUSAN L COHN

Call Location(CL): AL=Allen, AS=Ashland, BA=Bardstown, CC=Cave City, CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin, HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville, ME=Mead, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond, SH=Shelbyville, ST=Mt. Sterling  
Rate Code: AFQ3=/AFFTNAT900RUNLM2MUNW, NF22=/FT14NATP1000RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Call To: \*\* = International Call Terminated To Mobile  
Feature: a=Automated Call Return; B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; O=Auto Dropped Call Credit; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; v=Voice Activated Dialing; W=Nights and Weekends

Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD DA	Total Charge
3	Tue	08/09	04:15PM	LE	859-219-0964	LEXING KY	2	NF22	P	S			0.00
4		08/09	06:13PM	LE	859-608-0298	LEXING KY	4	NF22	P	MS			0.00
5	Fri	08/19	03:24PM	LE	859-260-7000	LEXING KY	2	NF22	P	S			0.00
6	Sat	08/20	12:48PM	LE	859-219-0964	LEXING KY	1	NF22	N	WS			0.00
7	Mon	08/22	09:08AM	LE	859-276-1452	LEXING KY	3	NF22	P	S			0.00
8		08/22	09:11AM	LE	859-277-2873	LEXING KY	2	NF22	P	S			0.00
9		08/22	09:15AM	LE	859-276-1452	LEXING KY	3	NF22	P	S			0.00
10	Tue	08/23	02:38PM	LE	859-260-7000	LEXING KY	3	NF22	P	S			0.00
11	Wed	08/24	08:29AM		859-260-7000	LEXING KY	2	NF22	P	RS			0.00
12		08/24	11:46AM		859-260-7000	LEXING KY	4	NF22	P	RS			0.00
Subtotal for Group 7							36				0.00	0.00	0.00
Charges Incurred While in Shared Group 8													
13	Thu	09/01	04:58PM	LE	859-260-7000	LEXING KY	2	AFQ3	P	S			0.00
14		09/01	04:59PM	LE	859-608-0298	LEXING KY	1	AFQ3	P	MS			0.00
15	Fri	09/02	03:47PM	LE	502-564-3410	FRANKF KY	2	AFQ3	P	S			0.00
Subtotal for Group 8							5				0.00	0.00	0.00
Totals							41				0.00	0.00	0.00

**Roaming Call Detail**

User Name: SUSAN L COHN

Rate Code: NF22=/FT14NATP1000RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Call To: \*\* = International Call Terminated To Mobile  
Feature: a=Automated Call Return; B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; O=Auto Dropped Call Credit; P=Priority Access Service; Q=V-VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; v=Voice Activated Dialing; W=Nights and Weekends

Item	Day	Date	Time	Number Called	Call To	Min	Rate Code	Feature	Airtime Charge	LD Charge	Intl Tax	Total Charge
Charges Incurred While Roaming in MEADE, KY												
Charges Incurred While in Shared Group 7												
1	Wed	08/24	08:29AM	859-260-7000	LEXING KY	2	NF22					0.00
2		08/24	11:47AM	859-260-7000	LEXING KY	4	NF22					0.00
Subtotal for Group 7							6		0.00	0.00	0.00	0.00
Totals							6		0.00	0.00	0.00	0.00

<b>Wireless Line Summary For:</b>				
User Name: SUSAN COHN				
<b>Monthly Service Charges</b>	<b>Period</b>	<b>Prorated Charge</b>	<b>Monthly Charge</b>	<b>Total Charge</b>
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FT14NATPSECONDARY	08/08-08/27	-6.00		-6.00
Current Rate Plan:				
/AFFTNAT SECONDARY	08/27-09/07	8.00		8.00
/AFFTNAT SECONDARY	09/08-10/07		19.99	19.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- TEXT MSG PAY PER USE				
- THREE PARTY CALL N/C				
- WRLSS INTRNT XPRS PAY PER USE				
<b>Other Services</b>				
/INTLRM AUSTRALIA \$1.69	09/08-10/07		0.00	0.00
/INTLRM MEX/CAN \$ .79	09/08-10/07		0.00	0.00
/INTLRM PREMIUM \$3.99	09/08-10/07		0.00	0.00
/INTLRM W.EUR \$1.29	09/08-10/07		0.00	0.00
/INTLRME.EU AS/PA \$1.99	09/08-10/07		0.00	0.00
/INTLRMMIDE/AFR \$2.49	09/08-10/07		0.00	0.00
/INTLRMS/C AM/CAR \$1.99	09/08-10/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	09/08-10/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	09/08-10/07		0.00	0.00
/WIRELESS PHONE INS. & SVC FEE	09/08-10/07		3.99	3.99
CINGULAR NATIONWIDE TOLL FREE	09/08-10/07		0.00	0.00
EXPANDED INTL ROAMG SVC	09/08-10/07		0.00	0.00
OFF-NETWORK ROAM	09/08-10/07		0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>				<b>\$25.98</b>
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>				<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>				
FED UNIVERSAL SVC CHARGE			0.66	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY CHARGE			0.66	
Gross Receipts Surcharges to Recover				
UTILITY SCHOOLS SURCHARGE			0.70	



<b>Wireless Line Summary For:</b>				
User Name: SUSAN L COHN				
<b>Monthly Service Charges</b>	<b>Period</b>	<b>Prorated Charge</b>	<b>Monthly Charge</b>	<b>Total Charge</b>
<b>Rate Plan</b>				
Previous Rate Plan(s):				
/FT14NATP1000RUMMUNW	08/08-08/27	-26.00		-26.00
Current Rate Plan:				
/AFFTNAT900RUNLM2MUNW	08/27-09/07	24.00		24.00
/AFFTNAT900RUNLM2MUNW	09/08-10/07		59.99	59.99
Includes:				
- BASIC VOICEMAIL N/C				
- CALL FORWARDING N/C				
- CALL WAITING N/C				
- CALLER ID N/C				
- DATA VOLUME DETAILED BILLING				
- DETAILED BILLING N/C				
- MULTIMEDIA PAY PER USE				
- TEXT MSG PAY PER USE				
- THREE PARTY CALL N/C				
- WRLSS INTRNT XPRS PAY PER USE				
<b>Other Services</b>				
/900 ANYTIME MINS	09/08-10/07		0.00	0.00
/ANYTIME MIN ROLLOVER	09/08-10/07		0.00	0.00
/FAMILY TALK	09/08-10/07		0.00	0.00
/INTLRM AUSTRALIA \$1.69	09/08-10/07		0.00	0.00
/INTLRM MEX/CAN \$.79	09/08-10/07		0.00	0.00
/INTLRM PREMIUM \$3.99	09/08-10/07		0.00	0.00
/INTLRM W.EUR \$1.29	09/08-10/07		0.00	0.00
/INTLRME.EU AS/PA \$1.99	09/08-10/07		0.00	0.00
/INTLRMMIDE/AFR \$2.49	09/08-10/07		0.00	0.00
/INTLRMS/C AM/CAR \$1.99	09/08-10/07		0.00	0.00
/NATION GAIT/GSM	09/08-10/07		0.00	0.00
/UNLIMITED SHARED EXPANDED M2M	09/08-10/07		0.00	0.00
/UNLIMITED SHARED NIGHT/WKND SEC	09/08-10/07		0.00	0.00
CINGULAR NATIONWIDE TOLL FREE	09/08-10/07		0.00	0.00
EXPANDED INTL ROAMG SVC	09/08-10/07		0.00	0.00
OFF-NETWORK ROAM	09/08-10/07		0.00	0.00
<b>TOTAL MONTHLY SERVICE CHARGES</b>				<b>\$57.99</b>
<b>Usage Charges</b>				
(See Usage Charge Details)				
<b>TOTAL USAGE CHARGES</b>				<b>\$0.00</b>
<b>Credits, Adjustments &amp; Other Charges</b>				
FED UNIVERSAL SVC CHARGE			1.71	
KENTUCKY LIFELINE SUPPORT			0.08	
REGULATORY COST RECOVERY CHARGE			0.56	
Gross Receipts Surcharges to Recover				
UTILITY SCHOOLS SURCHARGE			1.81	

**Call Detail (Continued)**

User Name: SUSAN L COHN

Call Location (CL): AL=Allen, AS=Ashland, BA=Bardstown, CC=Cave City, CL=Clarksville, EV=Evansville, FR=Frankfort, FN=Franklin, HA=Hazard, LX=Lexington, LV=Louisville, LO=London, MA=Madisonville, ME=Mead, OW=Owensboro, PD=Paducah, PI=Pikeville, RI=Richmond, SH=Shelbyville, ST=St. Sterling  
Rate Code: AFQ3=/AFTNAT900RNL2MUNW, NF22=/FT14NA TP1000RUMMUNW  
Rate Period (Pd.): P=Peak, O=Off Peak, N=Nights  
Call To: \*\* = International Call Terminated To Mobile  
Feature: a=Automated Call Return; B=Direct Asst Call Complete; C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile To Mobile Discount; O=Auto Dropped Call Credit; P=Priority Access Service; Q=V.VPN; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; v=Voice Activated Dialing; W=Nights and Weekends

Item	Day	Date	Time	CL	Number Called	Call To	Min	Rate Code	Rate Pd	Feature	Airtime Charge	LD DA	Total Charge
2		08/08	10:34AM	LE	859-351-7492	LEXING KY	1	NF22	P	MS			0.00
3	Thu	08/11	11:06AM	LE	859-219-0964	LEXING KY	1	NF22	P	S			0.00
4	Fri	08/12	10:00AM	LE	859-260-7005	INCOMI CL	3	NF22	P	IS			0.00
5		08/12	03:32PM	LE	859-260-7007	INCOMI CL	3	NF22	P	IS			0.00
6	Sat	08/13	04:51PM	LE	859-219-0964	LEXING KY	1	NF22	N	WS			0.00
7	Tue	08/16	07:18PM	LE	859-219-0964	LEXING KY	1	NF22	P	S			0.00
8	Wed	08/17	06:10PM	LE	859-219-0964	LEXING KY	1	NF22	P	S			0.00
9	Fri	08/19	09:45AM	LE	859-797-4725	LEXING KY	2	NF22	P	MS			0.00
10		08/19	12:49PM	LE	859-351-7492	LEXING KY	1	NF22	P	MS			0.00
11		08/19	08:23PM	LE	513-706-8334	CINCIN OH	1	NF22	P	S			0.00
12		08/19	08:59PM	LE	513-706-8334	INCOMI CL	3	NF22	P	IS			0.00
13	Sat	08/20	09:45PM	LE	513-706-8334	INCOMI CL	1	NF22	N	IWS			0.00
14	Mon	08/22	01:55PM	LE	606-434-5533	INCOMI CL	1	NF22	P	IMS			0.00
15	Thu	08/25	07:09PM	LE	859-229-7836	LEXING KY	1	NF22	P	MS			0.00
Subtotal for Group 7							23				0.00	0.00	0.00
Charges Incurred While in Shared Group 8													
16	Tue	08/30	06:22PM	LE	859-219-0964	LEXING KY	1	AFQ3	P	S			0.00
17		08/30	06:23PM	LE	859-229-7836	LEXING KY	1	AFQ3	P	MS			0.00
18	Thu	09/01	04:59PM	LE	859-229-7836	INCOMI CL	1	AFQ3	P	IMS			0.00
19	Wed	09/07	05:03PM	LE	859-559-2937	INCOMI CL	1	AFQ3	P	IMS			0.00
Subtotal for Group 8							4				0.00	0.00	0.00
<b>Totals:</b>							<b>27</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**International Roaming and Dialing Rates Changing**

Effective October 5, 2005, Cingular is modifying its standard pay-per-use international roaming and international long distance rates. In addition, a surcharge imposed by overseas carriers will apply for calls dialed from the U.S. that terminate to a mobile phone in certain countries. For details, including the new rates for each country, visit [www.cingular.com/cingularworld/newrates](http://www.cingular.com/cingularworld/newrates). Discounted rates for customers with the Cingular World Basics or Cingular World Basics + Western Europe features will not change.

One Time Checking Account Payment Authorization Agreement (for use with kiosk payment):  
I authorize Cingular Wireless to pay my bill by debiting my bank account. I can cancel authorization by contacting an in-store sales person. If my bank rejects a payment, I may be charged a return fee.

CINGULAR WIRELESS TERMS OF SERVICE

# Terms of Service

 x cingular  
raising the bar

## TABLE OF CONTENTS

Terms of Service	1
Service Commitment; Early Termination Fee	1-2
30 Day Cancellation Period/Termination	2
Charges And Disputes	3-5
Changes To Terms And Rates	6
Contingent Benefits	6-7
Equipment	7
Advance Payments And/Or Deposits	7-8
Late Payment Charges	8
Service Limitations; Limitation Of Liability	8-10
Account Access	10
Voicemail Service	10
Arbitration	10-12
Miscellaneous	12-13

## TERMS OF SERVICE

"Cingular" or "we", "us" or "our" refers to Cingular Wireless, LLC, acting on behalf of its FCC-licensed affiliates doing business as Cingular Wireless. "You" or "your" refers to the person or entity that is the customer of record. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. **This Agreement requires the use of arbitration to resolve disputes and also limits the remedies available to you in the event of a dispute.**

### **SERVICE COMMITMENT; EARLY TERMINATION FEE**

Your Service Commitment begins on the day we activate your service. You have received certain benefits from us in exchange for any Service Commitment greater than one month. If we terminate your service for nonpayment or other default before the end of the Service Commitment, or if you terminate your service for any reason other than (a) in accordance with the cancellation policy; or (b) pursuant to a change of terms, conditions, or rates as set forth below, you agree to pay us with respect to each Equipment identifier or telephone number assigned to you, in addition to all other amounts owed, an Early Termination Fee. In Florida, Georgia, South Carolina, North Carolina, Kentucky, Tennessee, Mississippi, Louisiana, Alabama, New York, applicable parts of Indiana, and applicable parts of New Jersey the Early Termination Fee is \$240 divided by the total number of months in your Service Commitment, then multiplied by the remaining months or parts of months in such Service Commitment; in all other

areas it is \$150 ("Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Service Commitment on which your rate plan is based. AFTER YOUR SERVICE COMMITMENT, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE PURSUANT TO THE TERMINATION PROVISION ON PAGE 7.

### **30 DAY CANCELLATION PERIOD/TERMINATION**

You may terminate this Agreement within thirty (30) days after activating service without paying an Early Termination Fee. You will pay for service fees and charges incurred through the termination date, but Cingular will refund your activation fee, if any, if you terminate within three (3) days of activating the service. Also, you may have to return any handsets and accessories purchased with this Agreement. If you terminate after the 30th day but before expiration of the Agreement's Service Commitment, you will pay Cingular an Early Termination Fee for each wireless telephone number associated with the service. Either party may terminate this Agreement at any time after your Service Commitment ends with thirty (30) days notice to the other party. We may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if we discover that you are under-age, or if you fail to make all required payments when due or if we have reasonable cause to believe that your Equipment is being used for an unlawful purpose or in a way that may adversely affect our service, or if you provided inaccurate credit information or we believe your credit has deteriorated and you refuse to pay any requested advance payment or deposit.

### **CHARGES AND DISPUTES**

You are responsible for paying all charges for or resulting from services provided under this Agreement. You will receive monthly bills that are due in full as shown thereon. **YOU MUST, WITHIN 100 DAYS OF THE DATE OF THE BILL, NOTIFY US IN WRITING AT CINGULAR WIRELESS, BILL DISPUTE, SUITE 1400, 5565 GLENRIDGE CONNECTOR, P.O. BOX 16, ATLANTA, GA 30342 ("CINGULAR'S ADDRESS") OF ANY DISPUTE YOU HAVE WITH RESPECT TO THE BILL, INCLUDING ANY CHARGES ON THE BILL AND ANY SERVICE WE PROVIDED FOR WHICH YOU WERE BILLED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE.** Charges include, without limitation, airtime, roamer, recurring monthly service, activation, administrative, and late payment charges; regulatory cost recovery and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls billed to your phone number; and applicable taxes and governmental fees, whether assessed directly upon you or upon Cingular. To determine your primary place of use ("PPU") and which jurisdiction's taxes and assessments to collect, you are required to provide us with your residential or business street address. If you do not provide us with such address, or if it falls outside our licensed service area, we may reasonably designate a PPU within the licensed service area for you. Except as provided below, monthly service and certain other charges are billed one month in advance, and there is no proration of such charges if service is terminated on other than the last day of your billing cycle. Monthly service and certain other charges are billed in arrears if you are a former customer of AT&T Wireless and maintain uninterrupted service on select Cingular rate plans following Cingular's acquisition of AT&T Wireless Services, Inc., provided, however, that in either case, if you elect to receive your bills for your Cingular services combined with your landline phone bill

(where available) you will be billed in advance as provided above. You agree to pay for incoming and outgoing calls, and data services sent to and from your Equipment. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") ARE BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CINGULAR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CINGULAR CHARGES A FULL-KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as a part of such rate plan, any unused allotment of services from one billing cycle will not carry over to any other billing cycle. We may bill you in a format as we determine from time to time. Additional charges may apply for additional copies of your bill, or for detailed information about your usage of Services. **Charges for usage of services on networks maintained by other carriers or on networks acquired by Cingular after August 31, 2004 may appear on your bill after the billing cycle in which the usage occurred.** Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our



facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began. If your wireless phone or other device ("Equipment") is lost or stolen, **you will be responsible for all charges incurred on your phone number until you report the theft or loss and provide a police report number to us.** After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to, payment of your monthly service fee. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment. We may require payment by money order, cashier's check or a similarly secure form of payment at our discretion.

We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts.

#### **CHANGES TO TERMS AND RATES**

We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) either in your monthly bill or separately. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE AT LEAST ONE BILLING CYCLE IN ADVANCE (EITHER THROUGH A NOTICE WITH YOUR BILL, A TEXT MESSAGE TO YOUR EQUIPMENT, OR OTHERWISE) AND YOU MAY TERMINATE THIS AGREEMENT WITHOUT PAYING AN EARLY TERMINATION FEE OR RETURNING OR PAYING FOR ANY PROMOTIONAL ITEMS, PROVIDED YOUR NOTICE OF TERMINATION IS DELIVERED TO US WITHIN THIRTY (30) DAYS AFTER THE FIRST BILL REFLECTING THE CHANGE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

#### **CONTINGENT BENEFITS**

You may receive or be eligible for certain rate plans, discounts, features, promotions, and other benefits ("Benefits") through a business or government customer's agreement with us ("Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with

that entity and/or its authorized agents. If you are on a rate plan and/or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and/or its authorized agents to verify your continuing eligibility for those Benefits and/or rate plan. You may receive Benefits because of your agreement to have the charges for your Service billed ("Joint Billing") by a landline company affiliated with Cingular ("Affiliate") or because you subscribe to certain service provided by an Affiliate. If you cancel Joint Billing or the Affiliate service, your rates will be adjusted without notice to a rate plan for which you qualify.

#### **EQUIPMENT**

Your Equipment must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. We may periodically program your Equipment remotely with system settings for roaming service and other features that cannot be changed manually. Equipment purchased for use on our network may not function on other networks.

#### **ADVANCE PAYMENTS AND/OR DEPOSITS**

We may require you to make deposits or advance payments for services, which we may offset against any unpaid balance on your account. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness as we determine it, we may establish a credit limit and restrict service or features. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. If you

have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies.

#### **LATE PAYMENT CHARGES**

Late payment charges are based on the state to which the area code of the wireless telephone number assigned to you is assigned by the North American Numbering Plan Administration (for area code assignments see [www.nationalnanpa.com/area\\_code\\_maps](http://www.nationalnanpa.com/area_code_maps)). You agree that for amounts not paid by the due date, CINGULAR may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$5.00 in CT, D.C., DE, IL, KS, MA, MD, ME, MI, MO, NH, NJ, NY, PA, OK, OH, RI, VA, VT, WI, and WV; the late payment charge is 1.5% of the balance carried forward to the next bill in all other states.

#### **SERVICE LIMITATIONS; LIMITATION OF LIABILITY**

Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) or certain Web sites in our sole discretion. We may, but do not have the obligation to, refuse to transmit any information through the Service and may screen and delete information prior to delivery of that information to you. **There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU**

**THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.** Airtime and other service charges apply to all calls, including involuntarily terminated calls. CINGULAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL CINGULAR BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Equipment, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by Cingular; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, a credit equal to a pro-rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, Cingular shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Equipment provided by or through Cingular, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold Cingular and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Cingular or any person's use thereof (including, but not limited to, vehicular damage

and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF CINGULAR, or any violation by you of this Agreement. This obligation shall survive termination of your service with Cingular. Cingular is not liable to you for changes in operation, equipment or technology that cause your Equipment or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### **ACCOUNT ACCESS**

You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

#### **VOICEMAIL SERVICE**

We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

#### **ARBITRATION**

**Please read this carefully. It affects your rights.** Cingular and you (such references include our respective subsidiaries, affiliates, predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims (including ones that already are the subject of litigation) arising out of or relating to this Agreement, or to any prior oral or written agreement, for Equipment or services between Cingular and you. Notwith-

standing, the foregoing, either party may bring an individual action in small claims court. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Intent to Arbitrate ("Notice"). The Notice to Cingular should be addressed to: General Counsel, Cingular Wireless, 5565 Glenridge Connector, 20th Floor, Atlanta, GA 30342 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Cingular may commence an arbitration proceeding. After Cingular receives notice at the Arbitration Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Agreement. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and shall be administered by the AAA. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by writing to the Arbitration Notice Address. Except as otherwise provided for herein, Cingular will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to reimburse Cingular for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If the arbitrator grants relief to you that is equal

to or greater than the value of your Demand, Cingular shall reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party within 14 days of the arbitrator's ruling on the merits. **You agree that, by entering into this Agreement, you and Cingular are waiving the right to a trial by jury.** Unless Cingular and you agree otherwise, all hearings conducted as part of the arbitration shall take place in the county (or parish) of your billing address. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Cingular agree that **YOU AND CINGULAR MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY** and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void. Notwithstanding any provision in this Agreement to the contrary, we agree that if Cingular makes any change to this arbitration provision (other than a change to the Arbitration Notice Address) during your Service Commitment, you may reject any such change and require Cingular to adhere to the language in this provision.

#### **MISCELLANEOUS**

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, and any documents expressly referred to herein or therein, make up the complete agreement between you and Cingular,



and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. Cingular may assign this Agreement, but you may not assign this Agreement without our prior written consent. The law of the state of your billing address shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

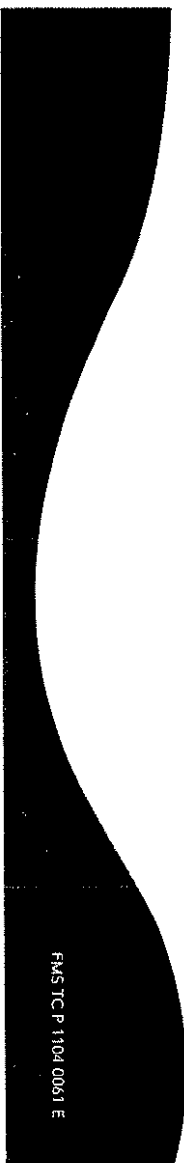


 **cingular**  
raising the bar™



78616

Cingular and the graphic icon are registered trademarks of Cingular Wireless, LLC. © 2004 Cingular Wireless, LLC. All rights reserved.



FMS TC P 1104 0061 E