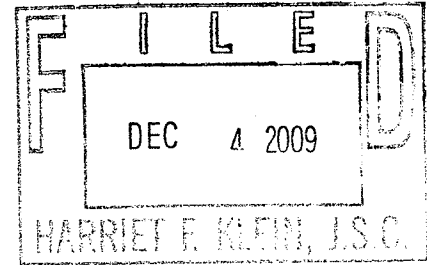


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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY
DOCKET NO. ESX-C-75-09

ANNE MILGRAM, Attorney General of the
State of New Jersey, and DAVID M.
SZUCHMAN, Director of the New Jersey
Division of Consumer Affairs,

Plaintiffs,

v.

VERIZON NEW JERSEY, INC. and JANE and
JOHN DOES 1-10, individually and as owners,
officers, directors, shareholders, founders,
managers, agents, servants, employees,
representatives and/or independent contractors of
VERIZON NEW JERSEY, INC., and XYZ
CORPORATIONS 1-10,

Defendants.

Civil Action

FINAL CONSENT JUDGMENT

WHEREAS the Parties to this Action and Final Consent Judgment (“Parties”) are plaintiffs Anne Milgram, Attorney General of the State of New Jersey, and David M. Szuchman, Director of the New Jersey Division of Consumer Affairs (collectively, “Plaintiffs”), and defendant Verizon New Jersey, Inc. (“Defendant” or “Verizon”);

WHEREAS the Plaintiffs have asserted in the Action alleged violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”), in connection with Defendant’s Advertisement, Door to Door solicitation and Sale of FiOS Service to New Jersey Consumers;

WHEREAS Defendant has denied the allegations of the Complaint in all material respects;

WHEREAS the entry of this Final Consent Judgment (“Consent Judgment”) is not, and shall not be deemed to be: (a) an admission by Defendant of liability for violating the CFA and/or the Advertising Regulations with respect to the allegations of the Complaint; (b) an admission by Defendant that it has engaged in conduct prohibited by New Jersey law; or (c) an approval, sanction or authorization by the Plaintiffs or any other governmental unit of the State of any act or practice of Defendant; and

WHEREAS the Parties have reached an amicable agreement resolving the issues in controversy and concluding this Action without trial or adjudication, and without an admission of liability or wrongdoing of any kind. The Parties enter into the Consent Judgment to avoid the expenses and uncertainty associated with further litigation.

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to this Court, at any time, for such further orders and relief as may be necessary for the construction, modification, enforcement, execution, or satisfaction of this Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Essex County.

3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is entered with the Court (“Effective Date”).

4. DEFINITIONS

As used in this Consent Judgment, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Judgment:

4.1 “Action” refers to the action titled Anne Milgram et al. v. Verizon New Jersey, Inc. et al., Superior Court of New Jersey, Chancery Division, Essex County, Docket No. ESX-C-75-09, and all pleadings and proceedings related thereto, including the Complaint, filed March 16, 2009, and the Answer and Affirmative Defenses of Defendant, dated May 11, 2009.

4.2 “Additional Ancillary Services” shall refer to value added or other services generally made available to Verizon’s FiOS Service customers, including without limitation, video on demand, Internet security, and online storage services.

4.3 “Additional Consumer” shall refer to any Person who submits to the Division, directly or through another agency, after the Effective Date, a written complaint as to Defendant’s business practices concerning FiOS Service that does not fall within the jurisdiction of the BPU.

4.4 “ADR Unit” shall refer to the Alternative Dispute Resolution Unit of the Division.

4.5 “Advertise”, “Advertisement” or “Advertising” mean any written, oral or electronic statement, illustration or depiction by or on behalf of Verizon that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the Sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, circular, mailer, package insert, package label, product instructions, electronic mail, Verizon Website, other website, homepage, television, "infomercial" or any other medium. For purposes of the Advertising Regulations, “Advertisement” shall be defined in accordance with N.J.A.C. 13:45A-9.1.

4.6 “Affected Consumers” shall refer to those Persons who submitted complaints to the Division concerning a FiOS Promotion, FiOS Promotional Gift and/or FiOS Service and who are identified in Exhibit A.

4.7 “Affected Consumer Restitution Program” shall refer to the process set forth in Section 6.

4.8 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

4.9 “BPU” shall refer to the New Jersey Board of Public Utilities.

4.10 “CALA” shall refer to Consumer Affairs Local Assistance Offices within counties and/or municipalities in the State.

4.11 “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean a statement that, regardless of the medium in which it is made, is readily apparent and understandable to the Persons to whom the statement is targeted and in language and terms used in accordance with their common or ordinary usage and meaning.

4.12 “Commercial” means any Advertisement, regardless of length, that has been broadcast, or is contracted to be broadcast by or on behalf of Defendant concerning Merchandise.

4.13 “Customer Service Agreement Order Form” shall refer to the FiOS order form provided to a New Jersey Consumer by a Door to Door vendor at the time of order.

4.14 “Customer Service Representative” means an employee of Verizon designated to service FiOS Service customers within Verizon’s customer service call centers.

4.15 “Division” means the New Jersey Division of Consumer Affairs.

4.16 “Door to Door” shall refer to any method of Advertisement, offer for Sale and/or Sale of Merchandise by or on behalf of Defendant through an unsolicited appearance by a Person at a New Jersey Consumer’s home or place of business.

4.17 “Estimated First Bill” shall refer to an estimate of any initial billing statement sent to a New Jersey Consumer newly ordering, through Defendant’s customer service centers and Defendant’s authorized agents selling Door-to-Door or through kiosks, FiOS Service or migrating from other Verizon telephone services to FiOS Service, but excludes any Verizon One Bill/Verizon Wireless Customers ordering FiOS Service.

4.18 “FiOS Promotion” shall refer to any special offer or special pricing for Merchandise Advertised, offered for Sale and/or sold by Defendant to New Jersey Consumers concerning FiOS Service, including “First Month Free,” “Switch from Cable, Receive \$75” and “FiOS Guarantee, Love It Or Cancel Within 90 Days Without Cancellation Fees” as well as those offers for FiOS Service that include FiOS Promotional Gifts.

4.19 “FiOS Promotional Gift” shall refer to any item offered by Defendant to New Jersey Consumers in connection with a FiOS Promotion, such as a free television, camcorder, digital camera, computer and/or gift card.

4.20 “FiOS Service” means the bundle of television, internet or telephone service over fiber optic cable offered by Defendant to New Jersey Consumers, exclusive of taxes, fees and surcharges, and does not include Additional Ancillary Services not included in the bundle or Verizon Wireless service.

4.21 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and/or N.J.A.C. 13:45A-9.1 and shall include, but not be limited to, FiOS Service.

4.22 “New Jersey” and “State” shall refer to the State of New Jersey.

4.23 “New Jersey Consumer” shall refer to any natural person who resides in New Jersey.

4.24 “Observations” shall refer to the process of monitoring interactions between Verizon Customer Service Representatives and Sales Representatives and New Jersey Consumers.

4.25 “Person” shall be defined in accordance with N.J.S.A. 56:8-1(d).

4.26 “Policy” or “Policies” shall include any procedures, practices and/or established courses of action, whether written or oral.

4.27 “Represent” shall mean to convey through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents and/or messages. This definition applies to other forms of the word “Represent” including, without limitation, “Representation” and “Misrepresent.”

4.28 “Restitution” shall refer to all methods undertaken by Defendant to resolve Additional Consumer complaints including, but not limited to, the issuance of credits or refunds or the reversal of credit card or debit card charges.

4.29 “Sales Representative” means any employee of Verizon as well as its subsidiaries, affiliates, successors, assigns, subcontractors, or any Person acting or purporting to act on its behalf, engaged in the Sale or Advertisement of FiOS Services, including via Door to Door.

4.30 “Verizon’s Guidelines for Sales Agents Assigned to Work on Verizon Accounts” refers to the document attached as Exhibit B.

4.31 “Verizon One Bill/Verizon Wireless Customers” shall refer to Persons who subscribe to a Verizon Wireless service or a joint billing service with Verizon Wireless, in combination or bundle with a FiOS Service.

4.32 “Verizon Website” means Defendant’s website located at the domain www.Verizon.com.

5. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

5.1 Defendant shall not engage in any unfair and/or deceptive acts or practices in the conduct of its business in the State and shall comply with such State and/or Federal laws, rules and regulations, as now constituted or as may hereinafter be amended, which are applicable to the conduct of its business in the State including, but not limited to, the CFA and the Advertising Regulations.

5.2 For FiOS Promotions involving FiOS Promotional Gifts, Defendant shall ensure that the inventory availability levels of such FiOS Promotional Gifts are reasonably sufficient to meet reasonably anticipated New Jersey Consumer demand by planning inventory to accommodate New Jersey Consumer demand that exceeds expected response levels.

5.3 For FiOS Promotions involving FiOS Promotional Gifts, Defendant shall ensure that New Jersey Consumers receive such FiOS Promotional Gifts within the Represented time period. The provisions of this Section shall not apply to any FiOS Promotional Gift that is of limited supply, as provided in Section 5.5.

5.4 In the event the supply of a FiOS Promotional Gift is exhausted prior to the expiration of the applicable promotion, Defendant shall make available an item of equal or greater monetary

value according to the same offer terms. The provisions of this Section shall not apply to any FiOS Promotional Gift that is of limited supply, as provided in Section 5.5.

5.5 In the event the supply of a FiOS Promotional Gift is limited, Defendant shall Clearly and Conspicuously disclose such fact in any Advertisement detailing either the quantity of FiOS Promotional Gifts available or by using a phrase such as “while supplies last” or “limited availability.” For purposes of this Section, “Clear and Conspicuous” shall mean: (a) for online and printed Advertisements, lettering of not less than eight (8) point font which will contrast with the background against which such lettering appears; (b) for radio Advertisements, a verbal message at the end of the radio commercial that does not deviate in speed or sound level to such an extent that such message is rendered unintelligible; and (c) for television Advertisements, a printed disclosure of sufficient size and duration to be read by the average Person at the bottom of each televised Advertisement.

5.6 In any Advertisement for a FiOS Promotional Gift, FiOS Promotion and/or FiOS Service, Defendant shall Clearly and Conspicuously disclose any limiting factors (i.e. time period) affecting a New Jersey Consumer’s eligibility to obtain such FiOS Promotional Gift, FiOS Promotion and/or FiOS Service. For purposes of this Section, “Clear and Conspicuous” shall mean: (a) for online and printed Advertisements, lettering of not less than eight (8) point font which will contrast with the background against which such lettering appears; (b) for radio Advertisements, a verbal message at the end of the radio commercial that does not deviate in speed or sound level to such an extent that such message is rendered unintelligible; and (c) for television Advertisements, a printed disclosure of sufficient size and duration to be read by the average Person at the bottom of each televised Advertisement.

5.7 Defendant shall determine initial eligibility for any FiOS Promotion based upon the date of order, not the date of installation, of the FiOS Service. Defendant shall not determine a New Jersey Consumer as ineligible on the basis of a failure by the Defendant to meet an installation commitment through no fault of the New Jersey Consumer.

5.8 On or before May 1, 2010, Defendant shall equip its ordering and billing systems to link any FiOS Promotion with specific eligibility requirements to unique codes or indicators that will indicate to its Sales Representatives whether a New Jersey Consumer is eligible for such FiOS Promotion at the time of the order.

5.9 Defendant shall provide New Jersey Consumers who are eligible for FiOS Promotional Gifts with all necessary instructions and/or paperwork to claim such items.

5.10 Defendant shall provide New Jersey Consumers with written notification, via email, letter or postcard, of the status of any FiOS Promotional Gift for which they have qualified within seven (7) days of ordering or installing FiOS Service, whichever is earlier.

5.11 Subject to Sections 5.4 and 5.5, Defendant shall not fail to provide a FiOS Promotional Gift to any New Jersey Consumer who meets all conditions of an offer.

5.12 No later than seven (7) days after the New Jersey Consumer signs any contract, order form or other written commitment for FiOS Service, Defendant shall provide a copy of the document to the New Jersey Consumer. In the case of an electronic acceptance, a copy of the agreement will be made available electronically for printing by the New Jersey Consumer.

5.13 Defendant shall not quote one price for FiOS Service through Advertisements, Door to Door or otherwise, then bill New Jersey Consumers at a higher price, except to the extent consistent with the terms and conditions of the Advertisements or for other valid reasons, such as service changes.

5.14 Defendant shall not charge New Jersey Consumers an activation fee, after Defendant's Sales Representative waived such fee at the time of order, whether or not through Door to Door.

5.15 No later than December 1, 2009, Defendant shall equip its ordering systems serving Verizon's customer service centers to display an Estimated First Bill for new and migrated FiOS Service at the time a New Jersey Consumer orders FiOS Service.

5.16 At the time a New Jersey Consumer first orders FiOS Service through Verizon's customer service centers, Defendant's Customer Service Representative shall review the Estimated First Bill with the New Jersey Consumer. During such review, Defendant's Customer Service Representative shall advise the New Jersey Consumer of any estimated prorated amounts, one-time and monthly charges, taxes and fees.

5.17 Defendant shall send New Jersey Consumers who order new or migrated FiOS Service, through Verizon's customer service centers and other channels as they become included within the scope of the Estimated First Bill, a copy of the Estimated First Bill described in Sections 5.15 and 5.16 via email or First-Class mail within seven (7) days of ordering FiOS Service.

5.18 At the time of order, Defendant shall provide New Jersey Consumers with the date and estimated time period for installation. One (1) or two (2) days prior to installation, Defendant shall provide the New Jersey Consumer with confirmation (via email or telephone call) of the date and time of installation.

5.19 Defendant shall provide a New Jersey Consumer with written confirmation of an order for FiOS Service via email within 24 hours of the order. Where no email is available, such notice will be provided via letter or postcard mailed within four (4) days of the order for all New Jersey Consumers for which an Estimated First Bill is available today, and for all New Jersey

Consumers by May 2010. The Estimated First Bill may serve as written confirmation, and will include explicit language which Clearly and Conspicuously informs the New Jersey Consumer that it serves as such.

5.20 Defendant shall not bill a New Jersey Consumer inconsistent amounts for the same FiOS Service from month-to-month without justification

5.21 Defendant shall utilize a billing statement that Clearly and Conspicuously sets forth the FiOS Service and the charge for the FiOS Service, in addition to taxes, fees and surcharges.

5.22 Defendant shall equip its billing and ordering systems to be automatically (or where applicable, manually) updated to reflect the status of a New Jersey Consumer's order, installation and fulfillment of any FiOS Promotion, unless Defendant directs the New Jersey Consumer to a third party vendor for receiving information about such status.

5.23 Defendant shall not charge New Jersey Consumers for a service (e.g. movie package) that they never ordered and shall promptly remove such charges not authorized by the New Jersey Consumer.

5.24 Defendant shall not Represent that a service (e.g. movie package) is free (other than as part of a FiOS Promotion), then charge the New Jersey Consumer for such service.

5.25 Defendant shall make readily available through its general toll free telephone number the option to cancel FiOS Service.

5.26 Any credits or refunds issued by Defendant to New Jersey Consumers shall include any State taxes originally charged.

5.27 Defendant shall implement Policies to require that its Sales Representatives and Customer Service Representatives do not provide conflicting information to New Jersey Consumers as to FiOS Promotions, FiOS Promotional Gifts, FiOS Service and/or billing.

5.28 Defendant shall augment its training materials and Policies concerning the Sale of FiOS Service by Door to Door vendors, particularly as to informing New Jersey Consumers of the prorated portion of the first month's bill, as well as the impact of taxes, fees and surcharges on the Advertised price of the FiOS Service.

5.29 For all FiOS Promotions, Defendant shall perform the following as to Door to Door vendors: (a) weekly random audits of vendor compliance with local permitting requirements; (b) bi-weekly random audits of compliance with Do Not Knock obligations; (c) monthly random Observations to identify training needs and/or the development of Policies and/or action plans to improve compliance; and (d) quarterly random audits of background checks performed by Door to Door vendors.

5.30 For all FiOS Promotions, Defendant shall include in all contracts with Door to Door vendors the following terms and conditions: (a) that New Jersey Consumers be provided with a copy of Customer Service Agreement Order Forms, which contain: (i) the essential terms and conditions of the completed Customer Service Agreement Order Form; (ii) an express reminder the order is subject to these terms and conditions; (iii) a Verizon telephone number to call with questions; and (iv) where applicable, attaching offer sheets with additional terms and conditions pertaining to the New Jersey Consumer's specific order; (b) that failure by the Door to Door vendor's representative to provide the above-referenced materials to New Jersey Consumers will result in notification to the vendor demanding disciplinary action and/or removal of the vendor's representative from Defendant's projects; (c) that Defendant shall impose financial penalties on the vendor, arising from complaints of fraud or misrepresentation and/or failure to follow Lead Lists and Do Not Knock requirements that exceed certain contractual minimum thresholds to be established by Verizon; (d) that full vendor compensation will be linked to orders that result in actual installations; (e) that the

vendor has an express obligation to adhere to Verizon's Guidelines for Sales Agents Assigned to Work on Verizon Accounts; and (f) that the vendor is subject to an audit of its compliance with training Policies and permitting requirements.

5.31 Defendant shall retain documents demonstrating the New Jersey Consumer's original order for FiOS Service for a period of not less than two (2) years after such order is placed.

5.32 Defendant shall provide a toll free telephone number to provide Customer Service and assistance as well as to address New Jersey Consumer inquiries as to FiOS Service, FiOS Service Billing, FiOS Promotions and FiOS Promotional Gifts.

6. AFFECTED CONSUMER RESTITUTION PROGRAM

6.1 Defendant shall provide the Affected Consumers with the option of the following: (a) to continue their current contract and receive a pre-paid gift card from Verizon with an equivalent cash value of \$50.00; or (b) to terminate their contract for FiOS Service without incurring an early termination fee.

6.2 Within thirty (30) days of the Effective Date, Defendant shall mail a letter (in the form annexed hereto as Exhibit C) to each Affected Consumer. The Affected Consumer shall have thirty (30) days from the date of Defendant's letter to call a designated toll free telephone number and to elect one (1) of the options set forth in Section 6.1. In the event an Affected Consumer fails to respond, the Affected Consumer's current contract for FiOS Service will remain in full force and effect.

7. ADDITIONAL CONSUMER COMPLAINTS

7.1 For a period of one (1) year from the Effective Date, the Division shall forward to Defendant copies of any Additional Consumer complaints received by the Division or forwarded to the Division, among other things, by any CALA office or the BPU. The Division shall forward to

Defendant the Additional Consumer complaints within thirty (30) days of the Division's receipt thereof.

7.2 During this one (1) year period, the Division shall notify each Additional Consumer in writing, with a copy to Defendant's designate, of the following: (a) that the Additional Consumer's complaint has been forwarded to Defendant; (b) that he/she should expect a response from Defendant within thirty (30) days from the date of Defendant's receipt of the complaint; and (c) the right to refer his/her complaint to the ADR Unit for binding arbitration if Defendant disputes the Additional Consumer's complaint and/or requested relief.

7.3 Within thirty (30) days of receiving the Additional Consumer's complaint from the Division, Defendant shall send a written response to each Additional Consumer, with a copy to the following: New Jersey Division of Consumer Affairs, Office of Consumer Protection, Case Management Tracking Supervisor, 124 Halsey Street, Post Office Box 45025, Newark, New Jersey 07101.

7.4 If Defendant does not dispute the Additional Consumer's complaint and requested relief, Defendant's written response shall so inform the Additional Consumer. Defendant shall contemporaneously provide the requested relief to such Additional Consumer. Where Restitution concerns the reversal of credit or debit card charges, Defendant shall include information evidencing that such adjustments have been made. Where Restitution concerns a refund or other payment, such shall be made by a check payable to the Additional Consumer or a credit to the Additional Consumer's bill, at the Additional Consumer's option.

7.5 If Defendant disputes the Additional Consumer's complaint and/or the requested relief, Defendant's written response shall either include copies of relevant documents necessary to reasonably articulate Defendant's dispute of the Additional Consumer's complaint or shall include a

statement describing additional information required from the Additional Consumer in order for Defendant to identify the customer and transaction.

7.6 Within forty-five (45) days of Defendant's receipt of the Additional Consumer's complaint (or from the time Defendant has received the additional information requested in Section 7.5, whichever is later), Defendant shall notify the Division as to whether such Additional Consumer's complaint has been resolved. Such notification shall include the following:

- (a) The name and address of the Additional Consumer;
- (b) Whether or not the Additional Consumer's complaint has been resolved;
- (c) An identification of any Restitution provided to the Additional Consumer;
- (d) Copies of all documents evidencing any Restitution;
- (e) In the event Defendant's written response was returned as undeliverable, a statement to that effect; and
- (f) Confirmation that Defendant sent all mailings to the Additional Consumer as required by this Section.

Following the Division's receipt and verification that an Additional Consumer's complaint has been resolved, the Additional Consumer's complaint shall be deemed closed for purposes of this Consent Judgment.

7.7 If within sixty (60) days of Defendant's receipt of the Additional Consumer's complaint (or from the time Defendant has received the additional information requested in Section 7.5, whichever is later): (a) Defendant has not notified the Division that the Additional Consumer's complaint has been resolved; (b) Defendant has notified the Division that the Additional Consumer's complaint has not been resolved; or (c) Defendant has notified the Division that the Additional Consumer refuses Defendant's offer of Restitution, the Division shall forward such Additional Consumer's complaint to the ADR Unit to reach a resolution of the complaint through binding

arbitration. Defendant agrees herein to consent to this arbitration process and to be bound by the arbitrator's decision. Defendant further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify in writing both the Additional Consumer and Defendant's designate of the referral of the Additional Consumer's complaint to the ADR Unit. Thereafter, upon the consent of the Additional Consumer, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit D). In all cases, the Arbitrator's determination of any award shall be limited to Restitution, but no other direct or consequential damages or remedies.

7.8 If Defendant refuses to participate in the ADR program, the arbitrator may enter a default against Defendant. Unless otherwise specified in the arbitration award, Defendant shall pay all arbitration awards within thirty (30) days of the arbitrator's decision.

7.9 Defendant's failure or refusal to comply with the requirements of Sections 7.3 through 7.6 and/or participate in the arbitration process or pay an arbitration award timely shall constitute a violation of this Consent Judgment.

7.10 If an Additional Consumer fails or refuses to participate in the ADR program, that Additional Consumer's complaint shall be deemed closed for the purposes of this Consent Judgment.

7.11 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

7.12 Following the expiration of the one (1) year period, Defendant may request to continue the Additional Consumer complaint resolution process for up to three (3) successive one (1) year periods, upon written notice by Defendant to the Division provided thirty (30) days prior to the expiration of the initial or any subsequent one (1) year period. The Division may decline to grant

Defendant's request, at its sole discretion for any reason including, but not limited to, those set forth in Section 7.9.

8. SETTLEMENT PAYMENT

8.1 On or before the Effective Date, Defendant shall pay Seven Hundred Ninety-Five Thousand and 00/100 Dollars (\$795,000.00) (the "Settlement Payment").

8.2 From the Settlement Payment, Six Hundred Fifty-Five Thousand Nine Hundred Sixty-Nine and 7/100 Dollars (\$655,969.07) shall comprise civil penalties, pursuant to N.J.S.A. 56:8-13.

8.3 From the Settlement Payment, Eighty-Four Thousand Eight Hundred Fifty-Two and 50/100 Dollars (\$84,852.50) shall comprise reimbursement for Plaintiffs' attorneys' fees, pursuant to N.J.S.A. 56:8-19, and Fifty-Four Thousand One Hundred Seventy-Eight and 43/100 Dollars (\$54,178.43) shall comprise reimbursement for Plaintiffs' investigative costs, pursuant to N.J.S.A. 56:8-11.

8.4 Defendant shall make the Settlement Payment by wire transfer or certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

Alina Wells, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

8.5 Upon making the Settlement Payment, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent

interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

9. APPOINTMENT OF CONSUMER AFFAIRS LIAISON

9.1 Within forty five (45) days of the Effective Date, the Plaintiffs shall appoint a Consumer Affairs Liaison to assess the Defendant's compliance with this Consent Judgment, the CFA and the Advertising Regulations.

9.2 No Person may participate in the Consumer Affairs Liaison selection process if such conduct would create a conflict of interest.

9.3 Within twenty (20) days of the Effective Date the Plaintiffs shall recommend three (3) Persons to function as Consumer Affairs Liaison. Defendant will choose one Person from the list provided by Plaintiffs. The Consumer Affairs Liaison shall have familiarity with the cable and telecommunications industry as well as familiarity with the Consent Judgment, the CFA and the Advertising Regulations.

9.4 Any agreement with the Consumer Affairs Liaison must provide that the Consumer Affairs Liaison will abide by all of the ethics requirements that would apply to a special State officer in the circumstances.

9.5 The Consumer Affairs Liaison must not have any interest or relationship with any Party to the Consent Judgment that would substantially impede the the Consumer Affairs Liaison's ability to perform the services required under this Consent Judgment.

9.6 The Consumer Affairs Liaison must not have any interest, whether or not financial, in assets or property owned by Defendant or in which Defendant has a controlling interest. Likewise,

the Consumer Affairs Liaison must be independent of and not have any interest in any holding or intermediary company, parent company, affiliate or subsidiary related to Defendant.

9.7 Defendant will not employ or be affiliated with the Consumer Affairs Liaison for a period of not less than one (1) year from the date the term of the Consumer Affairs Liaison is terminated. This must also include direct, indirect, and subcontracted relationships.

9.8 The Defendant shall incur the costs required to compensate the Consumer Affairs Liaison, which shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

9.9 The Consumer Affairs Liaison shall be compensated at a quarterly rate of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00), which shall include all costs incurred by the Consumer Affairs Liaison, and he/she shall submit a quarterly invoice to the Defendant for that amount. The Defendant shall pay each invoice within thirty (30) days upon receipt.

9.10 The Defendant shall send the Consumer Affairs Liaison a copy of all written communications between the Defendant and an Additional Consumer as well as with the Division, a CALA, BPU or the Better Business Bureau.

9.11 The Consumer Affairs Liaison shall have unrestricted access to information as to Additional Consumers and New Jersey Consumers who have submitted complaints to Defendant as well as Defendants' Advertisements, each quarter beginning with December 1, 2009. Every three (3) months, the Consumer Affairs Liaison shall also review with Defendant's Chief Compliance Counsel forty (40) mutually agreed upon New Jersey Consumer transactions that occurred after the Effective Date.

9.12 Beginning February 1, 2010 and ending February 1, 2011, the Consumer Affairs Liaison shall submit quarterly reports to the Plaintiffs on the results of his/her review of information concerning Additional Consumers and New Jersey Consumers who submitted complaints to Defendant and/or Defendants' Advertisements, along with any findings or resolutions resulting from the quarterly review with Verizon's Chief Compliance Counsel.

9.13 Beginning February 1, 2010 and ending February 1, 2011, the Consumer Affairs Liaison shall submit quarterly reports to the Plaintiffs on his/her findings, including the Defendant's compliance with this Consent Judgment, the CFA and the Advertising Regulations. Such reports shall be limited to:

- a) Confirming the sufficiency of Defendant's inventory level of FiOS Promotional Gifts;
- b) Confirming Defendant's fulfillment of FiOS Promotions;
- c) Confirming that Defendant's Advertisements for FiOS Service, FiOS Promotions and/or FiOS Promotional Gifts comply with Sections 5.5 and 5.6;
- d) Confirming Defendant's implementation of Policies to ensure that its Sales Representatives and Customer Service Representatives do not provide conflicting information to New Jersey Consumers as to FiOS Promotions, FiOS Promotional Gifts, FiOS Service and/or billing, including the Estimated First Bill;
- e) Confirming Defendant's revision of its training materials and Policies concerning the Sale of FiOS Service by Door to Door vendors, particularly as to informing New Jersey Consumers of the prorated portion of the first month's bill, as well as the impact of taxes, fees and surcharges on the Advertised price of the FiOS Service;
- f) Confirming Defendant's performance of weekly, bi-weekly and monthly audits of Door to Door vendors as described in Section 5.29;
- g) Confirming that Defendant has addressed the Additional Consumer complaints in accordance with Section 7; and

- h) Confirming Defendant's resolution of the New Jersey Consumer complaints submitted directly to Defendant.

9.14 The Consumer Affairs Liaison's retention shall end after he/she submits the last quarterly report on February 1, 2011.

10. DISMISSAL OF ACTION

10.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action.

11. GENERAL PROVISIONS

11.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Judgment.

11.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State.

11.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

11.4 This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of Plaintiffs and Defendant.

11.5 Except as otherwise explicitly provided in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

11.6 If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

11.7 The Parties recognize that inadvertence and/or human error may cause non-material deviations from Section 5 of this Consent Judgment and such deviations shall not constitute a violation of the Consent Judgment.

11.8 This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power, or authority under this Consent Judgment be used to avoid compliance with this Consent Judgment.

11.9 This Consent Judgment shall be binding upon Defendant, as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns.

11.10 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment, nor any action taken hereunder, shall constitute or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of Defendant; or (b) an admission by Defendant that any of its acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate any of the consumer protection laws of the State. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 13) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

11.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Consent Judgment.

11.12 It shall not be a breach of this Consent Judgment for Defendant to revise the Business Practices and Representations and Warranties described in Sections 5 and 12 in a manner that comports with State law and remains consistent with the terms of this Consent Judgment.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Parties Represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

12.2 For FiOS Promotions involving FiOS Promotional Gifts, Defendant Represents and warrants that it shall utilize a higher than normal response rate to determine necessary inventory availability levels.

12.3 For FiOS Promotions involving FiOS Promotional Gifts, Defendant Represents and warrants that it shall manage the length in the market of such FiOS Promotions to ensure inventory availability levels are reasonably sufficient to meet demand in excess of projected sales volumes.

12.4 For FiOS Promotions involving FiOS Promotional Gifts, Defendant Represents and warrants that it has taken commercially reasonable steps to establish reasonably stringent fulfillment timelines and reporting requirements for any third-party vendors retained by Defendant to distribute such FiOS Promotional Gifts.

12.5 For all FiOS Promotions, Defendant shall provide its Sales Representatives with additional training on the processing of any such FiOS Promotion, including limited quantity or fulfillment failure scenarios.

12.6 Defendant Represents and warrants that it has created an order validation and fraud prevention team to review and investigate questionable orders, records and/or transactions generated by Door to Door Sales.

12.7 Defendant Represents and warrants that full compensation for Door to Door vendors is linked to orders resulting in completed installations.

12.8 Defendant Represents and warrants that Door to Door vendors are subject to a review process to identify any practices in violation of the CFA and/or Advertising Regulations.

12.9 Defendant Represents and warrants that it has augmented training materials and Policies for Door to Door vendors to emphasize clear communication of pricing and other details of FiOS Service and FiOS Promotions as well as a review of the New Jersey Consumer's order and Estimated First Bill.

12.10 Defendant Represents and warrants that all FiOS Promotions shall be reviewed and approved by the senior national and regional marketing teams prior to launch.

13. RELEASE

13.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment, and conditioned on Defendant making the Settlement Payment in the manner specified in Section 8, Plaintiffs hereby agree to release Defendant from any and all civil claims or consumer related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Defendant for violations of the CFA and/or the Advertising Regulations as alleged in the Action, as well as the matters specifically addressed in this Consent Judgment (the "Released Claims").

13.2 Notwithstanding any provision of this Consent Judgment, the following do not comprise the Released Claims: (a) private rights of action provided, however, that nothing herein

shall prevent Defendant from raising the defense of set-off against an Affected Consumer who has elected to participate in the Affected Consumer Restitution Program and/or an Additional Affected Consumer who has received Restitution; (b) actions to enforce this Consent Judgment; and (c) any claims against Defendant by any other entity or subdivision of the State.

14. NOTIFICATION OF CONSENT JUDGMENT AND MATERIAL TERMS

14.1 Within thirty (30) days of the Effective Date, Defendant shall submit a copy of this Consent Judgment to each of its officers, directors, senior executives and appropriate managerial employees. Within forty-five (45) days of the Effective Date, Defendant shall provide Plaintiffs with an acknowledgment that the above-referenced Persons have been supplied with a copy of this Consent Judgment along with an alphabetical list of the names and titles of such Persons. Defendant agrees to a continued obligation to keep all of its officers, directors, owners, senior executives and managerial employees informed of the terms set forth herein. With respect to non-managerial employees and agents, Defendant agrees to provide a letter-notice summarizing the material terms of this Consent Judgment specifically relevant to non-managerial employees and/or agents. Defendant shall provide newly hired employees and agents with appropriate notice of this Consent Judgment within fourteen (14) days of the date on which employment begins.

14.2 Within thirty (30) days of the Effective Date, Defendant shall provide to Door to Door vendors as well as any other third party vendor involved in the installation, order and/or fulfillment of any FiOS Promotion and/or FiOS Promotional Gift, a letter-notice summarizing the material terms of this Consent Judgment specifically relevant to such Door to Door vendors and third party vendors. Defendant shall provide newly contracted Door to Door vendors and/or third party vendors with such letter-notice within fourteen (14) days following the commencement of their contract with Defendant.

14.3 The Defendant shall promptly address and remedy non-material deviations from absolute compliance with Section 5 of this Consent Judgment.

15. PENALTIES FOR FAILURE TO COMPLY

15.1 The Attorney General (or designated representative) shall have the authority to enforce the injunctive provisions of this Consent Judgment or to seek sanctions for violations hereof or both.

15.2 The Parties agree that any future violations by Defendant of the injunctive provisions of this Consent Judgment, the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13 and that Defendant may be subjected to enhanced penalties, as provided therein, upon a Court's finding that Defendant has committed a violation of the injunctive provisions of this Consent Judgment, the CFA and/or the Advertising Regulations.

16. COMPLIANCE WITH ALL LAWS

16.1 Except as provided in this Consent Judgment, no provision shall be construed as:

- (a) Relieving Defendant of its obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as hereafter may be amended, or as granting permission to engage in any acts or practices prohibited by such laws, regulations or rules; or
- (b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents or testimony from Defendant pursuant to any State or Federal law, regulation or rule, as now constituted or as hereafter may be amended, or limiting or expanding any right Defendant may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

17. NOTICES UNDER THIS CONSENT JUDGMENT

17.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by United States mail, Certified

Mail Return Receipt Requested, or other nationally recognized courier service that provides tracking services and identification of Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

Alina Wells, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For the Defendant:

Gregory A. Paw, Esq.
Pepper Hamilton LLP
Suite 400
300 Carnegie Center
Princeton, New Jersey 08543-5276

IT IS ON THE 4TH DAY OF December, 2009 SO ORDERED, ADJUDGED
AND DECREED.

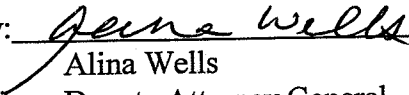


HON. HARRIET F. KLEIN, J.S.C.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY

By: 
Alina Wells
Deputy Attorney General

Dated: December 4, 2009

Division of Law
Consumer Fraud Prosecution Section
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR THE DEFENDANT:

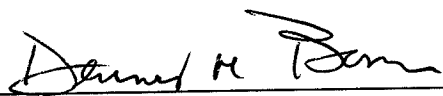
PEPPER HAMILTON, LLP

By: 
Gregory A. Paw Esq.

Dated: 12.1, 2009

Suite 400
300 Carnegie Center
Princeton, New Jersey 08543-5276

VERIZON NEW JERSEY, INC.

By: 
Dennis Bone
540 Broad Street
Newark, New Jersey 07102

Dated: 12/2/09, 2009

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Abel	Catharine
Abram	Philip
Abrams	Brooke
Abreu	Jose
Ackerman	Charleen
Acosta	Rosario
Adamonis	Cheryl
Adams	John
Agugliaro	Jeff
Aguilar	Raul
Aguilar	Eddie
Alba	Debora
Albrecht	Jessica
Alestra	John
Alexander	Dale
Alexander	Lawrence
Algorri	Rafael
Aliano	Salvatore
Alissandratos	A J
Allwood	Denise
Almirante	Pablo
Almonte	Ramona
Alscher	Cathy
Alzamora	Roberto
Amit	Goela
Anastos	Mary Ellen
Andersen	Maja
Andrade	Allen
Andreassi	Kelly
Angelastro	Margaret
Antoniotti	John
Antunes	Carlos
Anzaldi	Salvatore
Aportela	Lisette
Appezza	Brian
Appginani	Virginia
Appleby	Thomas
Arace	James
Arcaroli	Marisa
Arce	Joseph
Argueta	Eric

Exhibit A:
List of Affected Consumers

Last Name	First Name
Armstrong	Eleanor
Astolfi	Peter
Atoche	Esther
Attili	Zaher
Avitabile	James
Ay	Nurdane
Aykurt	Samauran
Baer	Margaret
Baginski	Halina
Baker	Mary
Bako	Izmir
Balducci	Carl
Barbosa	Robin
Barnes	Richard
Basinski	Victor
Bates	Richard
Batres	Julio
Bausch	Janet
Bayer	Jonathan
Becker	Allen
Bedard	Kathryn
Bekisz	John
Belgiovine	Alex
Bell	George
Bellamy	Paula
Ben-ami	Marc
Benanti	Annette
Berado	Carrie
Bertoli	Manuel
Besler	Christopher
Bethea	Sandra
Bini	Paul
Blankstein	Renee
Boer	Bert
Bogdan	Kenneth
Bolen	Daniel
Bonanno	Judy
Bonczek	Stanley & Mary
Bonhomme	Martial

Exhibit A:
List of Affected Consumers

Last Name	First Name
Bonilla	Charlie
Borbely	Stephan
Borenstein	Sharon
Borg	Frances
Borrelli	Alighieri
Boschetti	Steven
Boub	Jon
Bowen	Brenda
Bowles	Lamell
Bowman	Terrence
Boyle	Richard
Bracco	Karen
Bracken	Jeff
Bradshaw	Kathy
Brady	Christopher
Brangenberg	Deana
Branigan	Rory
Bremer	Steve
Brennan	Jay
Bria	Jerome
Briston	Julie
Brito	Gleydy
Brocius	Heather
Brooke	Kristen
Brown	Mike
Brown	Willard
Brown	Michael
Bruffy	Wendy
Brunkhammer	Joann
Brush	Maria
Bucci	Frederick
Bunger	Sandra
Burchell	Patricia
Burgos	Priscilla
Burgos	Yenny
Burkard	Carol
Burk	James
Burke	Daniel
Burke	Thomas
Burke	John

Exhibit A:
List of Affected Consumers

Last Name	First Name
Burns	Matthew
Burns	Christopher
Bustamonte	Martha
Butcher	Walter
Byer	Joseph
Caburis	Regina
Caffrey	Kathleen
Calandrillo	Todd
Calvo	Leonardo
Caminsky	Milton
Campbell	Paul
Campos	Juan
Canestri	Patricia
Canete	Mary
Cannarozzi	Enza
Cano	Andre
Capawanna	Antoinette
Capellan	Carlos
Capozzi	Daniel
Cappellini	Mary
Carbine	John
Cardinale	Michael
Cardinali	Julie
Carmona	Rosalba
Carpio	Elsy
Carrero	Tammy
Carroll	John
Carroll	John
Carroll	Gerald
Caruso	Michele
Carvell	Lorraine
Casey	Carolyn
Castellano	Alex
Castro	Rodrigo
Caswell	Brad
Catalioto	Sharon
Catarcio	Joseph
Caudill	Hargis
Cavallomagno	Michael
Cavanaugh	Joan
Cermenaro	Maria
Chan	Kathy

Exhibit A:
List of Affected Consumers

Last Name	First Name
Chandrasekhar	Chekuru
Chang	Steve
Chapman	Jeffrey
Cheng	Kam
Cheng	May
Chenu	Michael
Chepurny	Theresa
Chewning	Jeffrey
Chima	Nnenna
Chinnici	Eleanor
Choron	Harry
Chow	Kan-tuen
Christy	Henry
Chu	Edward
Ciancaglione	Michelle
Cichy	Kenneth
Cilia	Paolo
Cimillo	Paul
Cirilli	Michael
Cirino	Warren
Cirlincione	Katherine
Clough	Jaysen
Cohen	Steven
Cohen	Peter
Colacino	Lori
Coleman	Christine
Collier	Edward
Collins	Celeste
Coloccia	Anthony
Comitto	Gary
Compitello	Victor
Condon	Steven
Conforti	Vincenza & Anthony
Conklin	Michael
Conklin	Kathleen
Conklin	Irving
Connon	Lisa
Connors	Trisha
Constance	Suzanne

Exhibit A:
List of Affected Consumers

Last Name	First Name
Cook	Shari
Cook	Roberta
Cook	Perry
Cooper	Ronald
Cosentini	Joseph
Cosgrove	Angela
Costain	Dennis
Coto	Walter
Cover	Paul
Cozzitorto	Frank
Cross	John
Cruger	Donald
Cruz	Naomi
Cunningham	Rosemary
Cushing-Murray	Kate
Cusinato	Jennifer
Cvetkoski	Aleksander
Dabal	Gregory
D'achille	Nick
Dagion	Sherri
Daley	Kristen
Damato	Al
Damian	Daniel
Dante	Mary
Dauria	Raymond
Davino	Anthony
Davis	Margaret
Davis	Monikk
Davis	Tomassa
De Santo	Gary
De Vose	Delretha
Deal	Charles
Debow	James
Dechiaro	Nicole
Dechristopher	Jennifer
Degennaro	Maurice
Dejesus	Delma
Dekany	Debra
Delapaz	Edward
Delio	Anthony
Delnevo	Richard
Deluca	Ron
Demarco	Maria
Demonte	Gina
Denholtz	Rhoda

Exhibit A:
List of Affected Consumers

Last Name	First Name
Denman	Kevin
Derosa	Janet
Desena	Michael
Desimine	Richard
Desouza	Cheryl
Devita	Richard
Devito	John
Devlin	JC
Dewitt	John
Di Meglio	Dorothy
Diaz	Flerida
Diciancia	Patricia
Dickerson	Clark
Didenko	Nikolai
Diehl	John
Digrosso	Marlene
Dimarhos	John
Dimari	Yolanda
Dinardo	Margaret
Dipasquale	Larry
Discenza	Nicholas
Ditaranto	Edna
Doby	Arlene
Dolan	Noel
Dolida	Michael
Dolinko	Ruth
Dones	Fernando
Donnelly	Ryan
Dooley, Jr.	Thomas
Doremus	Craig
Dormevil	Gilda
Dougherty	Jennifer
Downie	Norbert
Doyle	Janet
Dressel	Ron
Dubenezic	Cheryl
Duff	Kenneth
Duffy	Emilia
Dunphy	Michael
Durzynski	Maria & Andrzej
Duva	Millie
Dykema	Erik
Einbinder	Nancy
Ellis	Randall
Ellison	James
Ellison	Consetta
Embrey	Lowrie
Engelhardt	Beverly

Exhibit A:
List of Affected Consumers

Last Name	First Name
Engle	Peter
Engleke	Robert
Ennis	Carol
Eriba	Fahmi
Eska	Thomas
Estevez	Sam
Estock	Dawn
Evangelista	Robert
Evans	John
Farhat	David
Farrell	Karen
Fattal	Joseph
Faubell	Marie
Feggans	Charles
Feinman-Braslow	Bernice
Fermo	Anthony
Fernandes	Elaine
Fernandez	Gabriel
Fernandez	Marial
Ferraioli	Adrienne
Ferreira	Paula
Ferreira	Philippe
Ferris	Donna
Fields	John
Filipowicz	Thomas
Fillebrown	Thomas
Finn	Anthony
Fiscia	Richard
Fisher	Brian
Fisher	Robert
Fitzpatrick	John
Flores	Neary
Florio	Paul
Flounoy	Rosa
Foley	Matt
Fonseca	Suzanne
Ford	James
Fowkes	David
Fox	Emily
Frances	Roger
Frantisek	Katona
Fraser	Clarence
Freeman	Michael
Freeman	Robert
Freydont	Shelley
Fuertes	Eduardo & Pedro
Fukazawa	Gloria
Fuller	Stephanie

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Gagler	Jane
Gagliano	Carmen
Galdo	Louis
Gallardo	Pilar
Galo	Grijalva
Galson	Clint
Gamadia	Suman
Gamarra	Blanca
Gaoma	Maythe
Garcia	Miguel
Garcia	Elizabeth
Garcia	Nancy
Gargani	Kerri
Gargiulo	Vince
Garrand	Lorraine
Gary	Nicole
Gasperini	Patricia
Genzano	Carole
George	Adrianna
Gerstmann	Mark
Ghosh	Subrata
Giannelli	Joseph
Giannini	Ellen
Gicas	Leonard
Gilfoil	Gregory
Girdham	Giri
Giro	Gisela
Gladwell	Lisa
Glaser	John
Glatz	Ann
Glogower	Michael
Gochmonosky	Ronald
Goebel	Richard
Goldberg	Gerald
Goldman	Lois
Goldstein	Lillian
Gomez	Marco
Gonzales- Kennedy	Brendra
Gonzalez	Luisa
Gonzalez	Inocente
Gonzalez	Gilbert
Gonzalez	Alicia
Gordon	Robert
Gorman	Dana
Gormley	Niall
Gouvouniotis	Valerie
Gramata	Clotilde

Exhibit A:
List of Affected Consumers

Last Name	First Name
Granby	James
Granitzki	Judith
Graves	Carl
Grayatt	Sharon
Grayson	Fletcher
Green	Kenneth
Green	Artrice
Gregory	Dennis
Griffin	Pat
Grigolo	Al
Groeneveld	Rachel
Groover	Patricia
Gross	Edwin
Gross	George
Guercio	Vincent
Guidetti	Robert
Gumbman	Barbara
Gunning	Donald
Gussis	Geoffrey
Hack	Mary
Haire	Jennifer
Haldori	Senthill
Hallsworth	James
Ham	Richard
Hameeduddin	Mohammed
Hamlin	Andrew
Hammerschmidt	Herman
Hammond	Jason
Hantis	Tammy
Haralambidis	Agapi
Harbhagwan	Kalia
Harden	Joan
Harder	Melissa
Harris	Richard
Hart	George
Hartman	Herbert
Hartzman	Jeff
Haselton	Cynthia
Hauptman	Deborah
Hawley	Audrey
Haynes	Valerie
Hembree	Mary Alice
Henderson	Catina
Hennessy	Gerlyn
Henriques	Bonnie
Herman	Alison
Hernandez	Martha
Hess	Michael

Exhibit A:
List of Affected Consumers

Last Name	First Name
Hicks	Ronald
Higgins	Dan
Higgins	Richard
Hillman	Katherine
Hirschak	Rita
Hiro	Pahlajani
Hoffer	Ian
Hoffman	Ron
Holland	David
Holmgren	Alicia
Homan	Harvey
Horgan	Daniel
Horn	Brandon
Hosfield	Denise
Housett	Carmen
Hughes	Edward
Hunt	John
Hurely	Timothy
Hyland	Patrick
Ilic	Dragan
Ingrasselino	Michael
Isaacs	Mitchell
Iwanaga	Nora
Jackson	Timothy
Jackson	Dennis
Jacobs	Frederick
Jacques	Eileen
Jadach	Rose
Jain	Parul
Jasmine	Christina
Jeandron	Jack
Jelcich	Margaret
Jenkins	Traci
Jerez	Javier
Jerez	Loiska
Jervis	Marianne
Jesson	Joseph
Jewell	Scott
Jiang	Ann
Jimenez	Edwin
Jimenez	Angel
Johnson	Rosa
Johnson	Donald
Johnson	Timothy
Johnson	Lois
Johnston	Michele
Jones	Karla-Berry
Jones	Beverly

Exhibit A:
List of Affected Consumers

Last Name	First Name
Jones	Kevin
Jones	Latrease
Judge	William
Junior	Joelle
Jurkic	Ivo
Jurusz	Julie
Kah	Omar
Kaiser	Jerome
Kalos	Nick
Kang	Woo kum
Kaplan	Michael
Karpenko	Alexander
Katyal	Ravinder
Kaufman	Ian
Kaufman	Robert
Kauker	Kenneth
Kawand	Mary
Kazenmayer	Robert
Kearney	Robert
Keenan	Dennis
Keenan	Kevin
Kelly Jr	Charles
Kenschaft	Patricia
Kermalli	Munawar
Kerr	Susan
Key	Joseph
Khan	Nazmul
Khan	Shakir
Khourri	Antoine
Kiernan	John
Kilcrease	Linda
Kim	Thomas
Kimball	James
King	Parish
King	David
Kirshy	James
Klein	Gary
Klein	Jerry
Kline	George
Knapp	Arthur
Knapp	John
Knoblauch	Mary
Kochinski	Richard
Koenig III	William
Kole	Pamela
Koomar	Steven
Kopel	John
Korger	Kathryn

Exhibit A:
List of Affected Consumers

Last Name	First Name
Kotzas	Stephen
Koul	Priyanka
Kouretas	Kathy
Kovac	Stan
Kovacs	Tamas
Kowalski	Ed
Kozkowski	Arlene
Kramer	Bruce
Kreis	Gene
Kropilak	Lauren
Kruger	Judy
Krypel	Deborah
Kucik	Sebastian
Kudron	Walter
Kulesza	Richard
Kuptson	Eileen
Kurtz	Ellen
Kusher	Karin
La Rocca	Jane
Labega	Tanya
Labush	David
Lacatena	Lida
Laffey	Karen
Lagano	Susan
Lagis	Peter
Lago Esq	Phillip
Lagreca	Richard
Laguna	Rosa
Lall	Iqbal
LaMagna	Joseph
Lamotta	Robert
Lantigua	Margarita
Lantz	Tracy
Lanzner	Craig
Lapham	Alexina
Lashendock	Joseph
Latino	John
Lato	Florinda
Lawrence	Mary Ann
Lax	Risa
Leanzo	Joseph
Lee	Paul
Lee	Robbie
Leemann	Joyce
Legates	Ron
Leib	Kenneth
Leonard	Robert
Leonard	Carl

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Lepore	Judy
Levin	Robert
Levine	Martin
Levy	Charles
Levy	Kennery
Lewis	Deborah
Lewis-Powell	Pamela
Li	Xiaojian
Liptak	Emil
Liu	Kefei
Lizzano	Karen
Logothetis	John
Longo	Valerie
Lopez	Maria
Lopez	Joyce
Lopez	Idalmis
Lord	Deborah
Lounsbury	Derek
Lowe	Mary
Lowenbach	Ralph
Loyola	Michelle
Lu	Kunzhong
Lubrano	Robert
Lucignani	Fausto
Ludmilla	Mr.
Lukang	Mary Jane
Lutzer	Rita
Luvera	Ann
Lynch	Marlene
Lynn	Gary
Lyons	Amy
Lyszczasz	Gary
Mackin	Olga
Madison	Sharad
Maggi	Joseph
Mahan	Blair
Mahmood	Syed
Mahoney	Kevin
Maire	Joseph
Makowski	Louise
Malloy	Margaret
Malone	Robert
Manandhar	Sharad
Manger	Carole
Maniotis	Manny
Mann	Tina
Marcazo	Brian

Exhibit A:
List of Affected Consumers

Last Name	First Name
Marcus	Jennifer
Marenda	Joseph
Marino	Salvatore
Marjeski	Theodore
Marko	Michal
Marks	Joan
Marmaro	Janet
Marrast	Bernard
Marrone	Joseph
Marte	Romana
Martinez	Maylen
Martinez	Anna
Marty	Frank
Masgay Doitch	Sharon
Massey	Harriette
Mastrogiovanni	Virginia
Matrale	Alex
Mattern	Richard
Maurer	Paul
Maurizi	Robert
Mauro	Oliva
Mavaro	Alfred
Maybin	Howard
Mccaffrey	Nadine
McCahill	James
McCann	William
McCarthy	Michael
McCarthy	Karen
McCartney	Jeffrey
McCluskey	Patrick
McConvery	Gerard
McCorkell	Jack
McCullen	Jean
McGovern	Daniel
McKee	Esther
McKeever	Kathryn
McMahon	Robin
McNemar	Theresa
McQuin	Erin
Meddahi	Karim
Melore	Craig
Mendez	Anna
Mendoza	Jan
Mendoza	Osman
Mendoza-Garcia	Cynthia
Menendez	Osmany
Messina	Frank
Meyer	Travis

Exhibit A:
List of Affected Consumers

Last Name	First Name
Meyers	Julie
Michals	Spiro
Michane	Karen
Michetti	William
Milevski	Atanas & Dana
Miller	Tara
Miller	Fred
Miller	Steven
Miller	John
Miller	Don
Millman	Scott
Mills	Heather
Milton	Patrick
Minker	Arnold
Minney	Wayne
Mintz	Robert
Miras	Anna
Mohary	Gail
Mohl	Dina
Mojica	Moises
Molony	Denise
Mondics	Andrew
Montagne	Betty
Montalvo	Carmen
Montemarano	Joseph
Monterrosa	Maria
Mooney	Dale
Morales	Jesus
Morales	Norma
Morato	Shelby
Moreno	Janeth
Morici	Ennio
Moroney	Lisa
Morris	Junior
Morris	Jerald
Morrow	Trina
Mortensen	Brian
Mosquera	Julio
Moss	Terris
Motley	Loretta
Mount	Tara
Mousseau	Pamela
Muckle	Marsha
Mueller	Charles
Muller	Elizabeth
Muoio	Vincent
Murillo	Claudio
Murillo	William

Exhibit A:
List of Affected Consumers

Last Name	First Name
Murphy	Helen
Murphy	Sean
Murphy	Amanda
Mursch	Glenn
Musico	Kathleen
Myung	Joanna
Nafpliotis	Gloria
Nannen	Kenneth
Napier	Lana
Napolitano	Cathy
Nardino	Joseph
Nasife	Sydney
Nasto	Elizabeth
Nath	Apurba
Neal	Raymond
Neal	Tumika
Nee	Martin
Neggia	John
Negra	Gary
Nelson	Winston
Nevolo	Joseph
Ni	Na Fong (Tony)
Nichols	Anna
Nicolosi	Wayne
Nigro	John
Nobles	Melva
Norbut	Donald
North	Robert
Noveck	Helaine
Nyman	Harold
O'Brien	Kennedy
O'Connor	Kenneth
O'Dell	Nicholas
O'Donnell	Stella
Odoksta	Ken
Olmedo	Michael
O'Malley	Joseph
Ondrejcek	David
Orey	Emil
Orjuela	Yolanda
Orlando	Giovanni
Orlowsky	John
Orr	Robert
O'Such, Jr.	Peter
Otero	William
Owens	Bellinda
Oza	Paresh
Paglione	David

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Palazzolo	Gaetano
Palladino	John
Pallava	Kumar
Palm	Steve
Palumbo	Anthony
Palzer	Susan
Panizza	Claudia
Paolercio	Michael
Papp	R
Pappalardo	David
Parian	Kathy
Park	Hyo
Parks	Jeffrey
Parlagi	James
Parsons	Kathy
Paskoff	Martin
Paszkwicz	Krzysztof
Patel	Hiren
Patel	Nilesh
Paul	Ronald
Pavan	Patricia
Pearl	Craig
Pearson	Sandra
Pelcher	Richard
Pelland	Eva
Pereira	Alyssa
Perez	Jorge
Perez	Heriberto
Perez	Omar
Perkins	Louise
Persad	Maribeth
Peterkin	Rosemarie
Peterpaul	Frank
Petretti	Kenneth
Petro	Tufi
Philbrick	Madeline
Phillips	Michelle
Phillips	Susanne
Phillips	John
Pianko	E
Piatti	Abby
Picard	Meryl
Pidhorecki	Michelene
Pierce	Clayton
Pierznik	Christopher
Pillion	Maryann
Pine	Peter
Pinto	Fernando

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Piotrowski	Brad
Piromalli	Leslie
Place	Valeria
Plaugic	Marjorie
Plaza	Curtis
Pogrebitskiy	Valeriy
Ponczek	James
Popovich	Eileen
Potenski	Kenneth
Powell	Bonnie
Pressler	Cheralee
Procaccini	Tino
Procopio-Starrett	Alicia
Protomastro	Mike
Prunesti	Janice
Punia	Baljit
Purcell	Nicholas
Purdue	Timothy
Pushchak	Steve
Pytal	Paul
Quaregna	John
Quinn	Thomas
Raagas	irene
Rabinowitz	Sam
Rachfalski	Carol
Radilla	Steve
Radona	Pepito
Raffaele	Anthony
Rafferty	James
Raimo, Jr	Gerald
Ramirez	Eliezer
Ramos	Ernesto
Rana	Amratlal
Randall	Raymond
Rappo	Kim
Rasic	Lena
Read	Freddy
Reardon	Lauren
Reichenstein	Marilyn
Reina	Margarita
Reisser	Peter
Resky	Helene
Revell	Margaret
Reyes	Carina
Reyes	Edgardo
Reyes	Henry
Riaz	Mohammad
Richardson	Nicole

Exhibit A:
List of Affected Consumers

Last Name	First Name
Richardson	Carl
Richman	Howard
Ripley	Patricia
Rivera	Ramonita
Rizzo	Marcella
Rizzuto	Paul
Robatto	Marcel
Roberts	Mildred
Robinson, Sr	Fredrick
Rodriguez	Ernesto
Rodriguez	Josue
Rodriquez	Linda
Rodriquez	Samuel
Rogers	Marion
Rogers	Dorris
Rogers	Monique
Rohsler	Bruce
Roman	Sonia
Romanelli	Carmela
Romeo	Robert
Ronca	Bernadette
Rosales	Digna
Rose	Armand
Rosetti	Vanessa
Rostien	Mary Anne
Roth	Naomi
Rothberg	Tiia
Rovetto	Ramona
Rowan	John
Rozansky	Herbert
Ruga	Laura
Ruiz	Elena
Russano	Irene
Russiello	Ann
Russo	Joseph
Russo	Andrellisa
Saafir	Constance
Saba	Jacqueline
Sacco	Santo
Sadlon	John
Sage	Alfred
Saint Hilarie	Fausto
Salama	Maurice
Saldana	Beatriz
Salikhov	Aziza
Salkind	Nancy
Salomon	Lucia
Sanabria	Lillian

Exhibit A:
List of Affected Consumers

Last Name	First Name
Sanchez	Joseph
Sanchez	Oscar
Sandoval	Fredy
Sandoval	Yuliana
Sanjurjo	Paul
Santana	Peter
Santorelli	Al
Santoro	Maureen
Santos	Patricia
Saud	Karim
Savett	Michael
Scaringello	Charles
Schaertel	Ede-lou
Scheideler	Daina
Schejtman-Bach	Liza
Scherzer	Robyn
Schetelick	Neil
Schetelick	Nancy
Schlatmann	Steven
Schmitt	Robert
Schoerner	Alexis
Schoolcraft	Jeffrey
Schopfer	Janice
Schrager	Andrea
Schultz	Richard
Schussler	Bethany
Schweiger	Frederick
Scibetta	Maria
Scibetta	Frank
Scibona	Lauren
Seddon	Sandra
Sellen	Carl
Sevchuk	Steven
Sgroi	Dominick
Shaji	John
Shapiro	Roger
Shargstein	Gregory
Sharp	William
Shea	Robert
Sheffer	Gary
Sheppard	William
Sheridan	John
Sheth	Ashwin
Short	Laura
Shure	Kenneth
Sica	Victoria
Sierra	Luis
Sierra	Luis

Exhibit A:
List of Affected Consumers

Last Name	First Name
Sikorski	Josephine
Silva	Beatriz
Silva	Mario
Silverman	David
Silvestre	Marco
Simonelli	William
Sinclair	Calvin
Singleary	Greta
Siri	Deanna
Skorupka	Kathy
Skrinski	Pamela
Sky	Francine
Slingbaum	Kevin
Slominski	Dolores
Slota	Gerald
Small	Nancy
Smith	Charles
Smith	James
Smith	Joni
Smith	William
Smith	Margaret
Smithson	Janet
Sodano	Frank
Sofia	Robert
Sokolowski	Lawrence
Solano	Esthela
Soltz	Ned
Sontag	Joseph
Soto	Enrique
Sotomayor	Martha
Southard	Allison
Southern	richard
Spada	Roseanne
Sparti	Stephen
Sportelli	Marianne
Squeo	Joann
Stancampiano	Louis
Stanchfield	Jeremy
Stark	Albert
Stein	Michael
Stein	Lynn
Steiner	Abraham
Steinhart	Alvin
Stepansky	Jonathon
Stern	Steven
Sternal	Richard
Sternfels	Peter
Stevens	Linda

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Stevenson	Dexter
Stewart	Terry
Stokes	Karen
Stonack	Erin
Stone	Robert
Storjohann	Warren
Strano	John
Strober	Murray
Stroh	Michael
Suarez	Marta
Suero	Jose
Suk - Yu	Kyong
Sullivan	Eugene
Surgen	Jacqueline
Sweeney	Anne-Lorraine
Sweeten	Linda
Swiss	Diane
Sydorka	Robert
Syvertson	Lavinia
Szelag	Sandra
Szopinski	Michael
Tagle	Robert
Talbot	Michael
Talingdan	Arsenio
Tanimura	Steven
Tarkan	Roberta
Tauseef	Saima
Taveras	Yesenia
Taylor	Mark
Teal	Claudia
Tejada	Ramon
Tellez	Claudio
Tello	Ramon
Teymourian	Jaleh
Thiel	Celia
Thompson	Eva
Thomsen	Lois
Thornton	Sheila
Thota	Rama
Tilghman	Bill
Tobaru	Jorge
Tobia	Ray
Todoric	Wendy
Topham	Walter
Torquato	Nicole
Torres	Rafael
Tortorello	Anthony
Towery	Amy

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Tozzi	Paul
Traiger	Mark
Tripop	Sonia
Tropila	Annette
Tsakos	Mari
Tucker	Judith
Tucker	Lindsey
Tully	Leonard
Tully	Michael
Turkmen	Mike
Turner	Jacqueline
Tursi	Andrea
Tyson	Angela
Tze	Dennis
Uhles	Gary
Uter	Gloria
Uttam	Dr. Munver
Valdes	Edward
Valdivia	Olga
Valiante	Christopher
Vallejo	Jose
Valverde	Noily
Van Dalinda	Thomas
Vandalinda	Dorothy
Vandereems	John
Vee	John
Velez	Fredyson
Venis	Mark
Verderber	Wayne
Verderosa	John
Verone	Owen
Viera	Lethicia
Vigna	Michael
Vilorio	Cristino
Virgil	Diane
Vislocky	Christopher
Voll	Kevin
Voltolina	Diane
Wagner	Jon
Wajda	Michael
Wald	Nora
Waleed	Warrad
Walker	Frankie
Walters	Edna
Wang	James
Ward	Mary
Warholak	Brad
Warren	Tara

**Exhibit A:
List of Affected Consumers**

Last Name	First Name
Washington	Sande
Wasyliko	Jenny
Waterbury	Trishka
Watson	Sally (Sarah)
Webb	Christine
Weber Jackson	Stacey
Weikel	Keith
Weinrib	Alisa
Weinstein	Shelley
Weiss	George
Wells	Nancy
Welsek	John
Welsh	Denise
Welton	Chase
West	Cynthia
Whelen	Thomas
White	Cathleen
White	Claire
Wiener	Sharon
Wiezbicki	Dennis
Wilkowski	Debbie
Williams	Adina
Williams	Elizabeth
Williams	Joel Jr
Williams	Preston
Williams	Gregory
Willis	Lawrence
Wilson	Geri
Windeler	Mary
Wise	Sabine
Wolf	Edwin
wolf	Hana
Wright	L
Wry	Patricia
Xiong	Yusheng
Yaccarino	Lee
Yedibalian	Jy
Yerkic	Miro
You	Wonhee
Yu	Pearl
Zainabu	Kamara
Zakarín	Bruce
Zambuto	Joseph
Zangaro	Sam
Zapata	Natalie
Zhang	Yingchao
Zigmont	Richard
Zimet	David

Exhibit A:
List of Affected Consumers

Last Name	First Name
Zita	Geraldine
Zullo	William
Zurlo	Carol
Zusi	Christopher

Exhibit F

Guidelines for Sales Agents Assigned to Work on Verizon Accounts¹

Direct Marketer has contracted with Verizon to provide door to door sales services. The following guidelines are provided to you so that you may better understand Verizon's expectations and requirements.

EMPLOYEE STATUS:

Even though you are providing services to Supplier for the Verizon account, you are not a Verizon employee. Pursuant to the terms of your employment with Supplier, you may not make any statements that you are a Verizon employee. Moreover, you should not sign any documents that impose contractual or other obligations on Verizon.

VERIZON PROPERTY

You are responsible for protecting Verizon's tangible and intangible property, including its intellectual property, confidential information and trade secrets.

If Verizon authorizes you to have access to its computer systems, this access is solely for performing services for Verizon. You may not access any other computer system, electronic file, software or other electronic services unless specifically required to perform your assignment.

In the course of your assignment on the Verizon account, it may be necessary for Verizon or Supplier to disclose to you Verizon technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible form including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may include proprietary material as well as material subject to and protected by laws regarding secrecy of communications or trade secrets ("Confidential Information"). With respect to such Confidential Information you should adhere to the following:

- All Confidential Information disclosed by Verizon to you or to Supplier shall be and shall remain the exclusive property of Verizon;
- You shall receive in confidence any Confidential Information and shall use such Confidential Information only for purposes of work, services, or analysis related to your assignment by Supplier on the Verizon account;
- You shall not disclose such Confidential Information to others outside of Supplier or Verizon without the prior written approval of Verizon; and
- At Verizon's or Supplier's request or upon termination of your assignment for any reason, you shall return promptly to Verizon or Supplier, as the case may be, or destroy any copies of such Confidential Information in written, graphic or other tangible or intangible form, providing to Verizon or Supplier with a list of all such material destroyed.

¹ In the event of a conflict between these Guidelines and the terms of the Agreement, the terms of the Agreement shall govern.

Verizon property should not be taken, sold, loaned, given away or otherwise disposed of, regardless of its condition or value, unless you have prior specific authorization from Verizon or Supplier. This restriction of benefits that you are not eligible to use includes any employee benefits or discounts offered to the Verizon employees, such as the Verizon employee phone plan.

INTELLECTUAL PROPERTY AND MARKS

Any work product you prepare for Verizon or for Supplier while performing work on the Verizon account should be your original work, and no part of it should include the copyrighted work of any other person, unless you have the copyright owner's and Verizon's or Supplier's prior written approval to do so.

- After your work assignment ends for any reason, you will treat with utmost confidentiality all innovations and all private, trade secret, and proprietary information concerning them, and except as authorized in writing by Supplier or Verizon, you will not publish, disclose or use such information or authorize anyone else to publish, disclose, or use it. When your work assignment ends, you will relinquish all documents, equipment and records containing such information to Verizon, regardless of form.
- Verizon owns or has the right to use certain valuable names, marks, insignia, and the like, including the Verizon logo (the "Marks"). In providing services to Verizon, you may have occasion to use these Marks. Any such use must fully comply with Verizon's standards. This means use of the Marks:
 - Must be following consultation with Verizon and approved by it.
 - Must clarify the relationship between you and Verizon.
 - Must conform to Verizon's graphic and other standards.

FRAUD AND CORRUPT PRACTICES

At all times, you are required to conduct yourself in accordance with the highest standards of honesty, integrity and fair dealing.

- The use of Verizon funds or assets for any unethical or illegal purpose is strictly prohibited.
- All financial books, records and statements shall accurately document all assets and liabilities and accurately reflect all Verizon transactions. You may not make false entries on the books or records of Verizon for any reason.
- All reports and other work you perform for Verizon must be accurate and not contain any misrepresentation of facts.
- You are never authorized to take any action, make any expenditure, or make any promises, directly or indirectly, to anyone in government, any political parties or candidates for office, or to private persons for the purpose of obtaining or retaining business for Verizon, except as otherwise permitted by law and Verizon.
- If you are to perform any services relating to any government contract, you must first seek guidance from the Supplier manager responsible for your work.

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- If you have held any office, are employed by, or have any other role in any federal, state, local or foreign government or government-owned entity, you must fully disclose this in writing to Supplier before engaging in any work for Verizon or receiving any payment from Verizon. Supplier will provide such information to Verizon.

DEALING WITH VERIZON EMPLOYEES

Verizon provides all of its own employees with its "Code of Business Conduct" (the "Code"), which provides rules of conduct governing gratuities and hospitality and instructs employees how they should deal with those with whom Verizon does business. Verizon takes this Code very seriously. All Verizon employees must follow the Code as a condition of their continued employment. The following are some of these standards which are set forth more fully in the Code:

- Verizon employees may not solicit or accept gifts, loans, gratuities, favors, hospitality or other valuables.
- Reimbursement of employee travel expenses or other hospitality expenses is subject to prior approval by the Verizon manager.
- Verizon employees may generally accept small business gifts of a nominal value, provided acceptance does not otherwise create an appearance of a conflict of interest.
- Verizon employees may also accept an occasional meal, refreshment or modest entertainment in the normal course of business, provided these are not lavish.
- Verizon employees should not engage in acts or have interests that create or could create a conflict of interest.

Because you will interact with Verizon employees, Supplier wants you to be familiar with these standards. You should not act in such a manner that will cause a Verizon employee to be in violation of the Code.

VERIZON CUSTOMER INFORMATION

- Everyone working in the communications industry has a duty to protect the privacy of customers' communications and records. Safeguarding Verizon's customers' trust is essential to the success and reputation of Verizon.
- You may be exposed to information about Verizon customers. This is Verizon Confidential Information, and must be protected accordingly.
- Unauthorized access to, interference with, or misuse of a customer's communications and/or records, including your own or those of family and friends, may also constitute a violation of state and federal laws.
- Viewing personal account information is strictly prohibited.
- Self-dealing is strictly prohibited. Self-dealing occurs when any employee conducts business in a manner that places their interests above Verizon. Some examples of self-dealing are as follows:

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- Accessing, altering, waiving fees, etc., on your own account, or the account of a friend, relative, or any other Verizon associate.
- Extending unauthorized credit to you, friends, relatives, or co-workers.
- Waiving fees or charges without prior approval.
- "Dealing" for friends, family members, or you.
- **You may not compromise a customer's account in any way, for any reason.** This includes but is not limited to:
 - Making unauthorized changes to accounts
 - Capturing account numbers and/or data for personal use.
 - Accessing accounts without the customer calling for assistance or for a required call back.
- **Except as may be required to perform your assignment, you may not have any unsolicited contact with a Verizon customer.** This includes, but is not limited to:
 - Making phone calls; or
 - Sending unsolicited text messages or e-mails
- **You will use your best efforts to authenticate the identity of the customer before disclosing any information about such customer's account.** This includes protecting against social engineering, pre-texting, and other fraudulent schemes designed to obtain unauthorized access to customer information.

COMPLIANCE WITH APPLICABLE LAWS

In performing services, you have an obligation to comply with all laws. You are never authorized to take any steps on Verizon's behalf that may violate the law. No one, including Verizon's own employees, has the authority to direct or approve any such conduct.

ADVERTISING AND CONSUMER CLEAR DISCLOSURE

Verizon is committed to ethical sales practices, honest dealings, and full disclosure to its customers. Customers must be clearly informed of the terms and conditions of Verizon's service. Any attempt to deceive or otherwise mislead a customer is prohibited by Verizon policy, and may constitute a violation of state and federal laws.

DOCUMENT RETENTION AND DISPOSAL

During the normal course of your responsibilities as an employee of Supplier appointed to the Verizon account, you may be responsible for creating, using, storing, and disposing of Verizon records.

Verizon has a Records Management and Retention Program (the "Program"). Its purpose is to ensure that Supplier records are retained and preserved in accordance with applicable legal,

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regulatory and business requirements. All documents including, but not limited to electronic data, e-mails and computer disks, as well as paper versions, are subject to the Program requirements.

If you have any questions or concerns about whether a particular document falls within the scope of this policy, please consult Supplier.

FAIR COMPETITION

Verizon believes that fair competition in the marketplace is the best way to serve customers and to succeed in this dynamic industry. Verizon competes on the merits of its services. Verizon does not believe in "strong arming" customers or trying to force them to purchase Verizon's services.

WHERE SHOULD YOU GO WITH QUESTIONS?

You should raise all issues regarding your assignment directly with Supplier's management or its human resources department.

CONCLUSION

Nothing is more important to a business than its good name and its customers' trust. At Verizon, this is not subject to compromise. If you engage in improper conduct, Verizon may request Supplier to terminate your assignment.

Supplier requires you read and then certify that you have read these guidelines and agree to comply with them. Failure to do this will result in your removal from all work on the Verizon account and may result in your termination of employment from Supplier.

CERTIFICATION—Original Copy

I have carefully read the GUIDELINES FOR SUPPLIER CUSTOMER SERVICE REPRESENTATIVES ASSIGNED TO WORK AT VERIZON and agree to comply with these Guidelines, Supplier policies and procedures, and the law including the requirement to conduct any business involving Verizon's services in accordance with the highest standards of honesty, integrity and fair dealing.

I also agree and acknowledge that I am an employee of Supplier, providing services on the Verizon account pursuant to a contractual arrangement between my employer and Verizon. I agree and acknowledge that I am not an employee of Verizon, or any of its subsidiaries, parents, or affiliated companies. As such, I agree and acknowledge that I am not entitled to any of the benefits made available to employees of Verizon. I therefore waive, discharge, and release any claim for any employee benefit offered by Verizon or any of its parents, subsidiaries, or affiliated companies, including any successors thereto. This waiver specifically includes, but is not limited to, pension coverage or benefits, medical and/or dental insurance coverage or benefits, life insurance coverage or benefits, savings and investment plan benefits, employee stock options, short term incentives, long term incentives, holiday pay, separation pay or any other employee benefit of any type or description.

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Verizon Services Corp.—Proprietary and Confidential

I fully understand that I may not work on any matters relating to Verizon's services unless I agree to this certification.

Signature

Please print name

Date

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Verizon Services Corp.---Proprietary and Confidential

CERTIFICATION—Employee Copy

I have carefully read the GUIDELINES FOR SUPPLIER CUSTOMER SERVICE REPRESENTATIVES ASSIGNED TO WORK AT VERIZON and agree to comply with these Guidelines, Supplier policies and procedures, and the law including the requirement to conduct any business involving Verizon's services in accordance with the highest standards of honesty, integrity and fair dealing.

I also agree and acknowledge that I am an employee of Supplier, providing services on the Verizon account pursuant to a contractual arrangement between my employer and Verizon. I agree and acknowledge that I am not an employee of Verizon, or any of its subsidiaries, parents, or affiliated companies. As such, I agree and acknowledge that I am not entitled to any of the benefits made available to employees of Verizon. I therefore waive, discharge, and release any claim for any employee benefit offered by Verizon or any of its parents, subsidiaries, or affiliated companies, including any successors thereto. This waiver specifically includes, but is not limited to, pension coverage or benefits, medical and/or dental insurance coverage or benefits, life insurance coverage or benefits, savings and investment plan benefits, employee stock options, short term incentives, long term incentives, holiday pay, separation pay or any other employee benefit of any type or description.

I fully understand that I may not work on any matters relating to Verizon's services unless I agree to this certification.

Signature

Please print name

Date

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Verizon Services Corp.—Proprietary and Confidential

[VERIZON LETTERHEAD]

December 1, 2009

[Consumer Name}
{Consumer Address]

Re: Milgram, et al. v. Verizon New Jersey, Inc.

Dear Mr./Ms _____:

Anne Milgram, Attorney General of New Jersey, and David M. Szuchman, Director of the New Jersey Division of Consumer Affairs (“State”) and Verizon, New Jersey, Inc. (“Verizon”) have entered into a settlement of the above-referenced action, which concerned Verizon’s advertisement, sale and solicitation of FiOS Service. You have been identified as a consumer who submitted a complaint with the New Jersey Division of Consumer Affairs concerning your Verizon FiOS Service. As part of the settlement, Verizon is offering the following options as to your FiOS Service:

1. Continue your FiOS Service and receive from Verizon a pre-paid VISA Gift Card in the amount of \$50.00. To do so, please contact Verizon Customer Service at [Verizon to insert toll-free number].
2. Terminate your FiOS Service without incurring a termination fee. To do so, please contact Verizon Customer Service at [Verizon to insert toll-free number].

We look forward to continuing to provide you Verizon services. Please contact us within 30 days from the date of this letter to ensure Verizon provides the option of your choice. If you do not contact us within 30 days, no changes will be made to your FiOS Service.

Please contact Verizon Customer Service at [Verizon to insert toll-free number] with any questions.

Sincerely,

[Name and Title of Verizon
Representative]

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
ALTERNATIVE DISPUTE RESOLUTION UNIT

ADR UNIT GUIDELINES

INTRODUCTION

The Division of Consumer Affairs ("Division") started the Alternative Dispute Resolution ("ADR") Unit in May 1992 as an independent, non-advocacy unit within the Division. It was designed to offer a method of resolving problems without using the court system, thereby avoiding the time and expense of court cases. Two programs are available for settling disputes: mediation and arbitration. In the mediation program, the parties involved work directly with a mediator who, as an uninvolved third party, helps to create an atmosphere that is conducive to resolving the issues. In arbitration, the parties present their problem to a neutral individual who analyzes the presentations and then issues a final decision that all parties must follow. Both approaches use trained volunteers and are generally available to the parties at no cost. Originally, the Division made these services available only for settling disputes between businesses and consumers. Over time, however, the focus has been expanded and this assistance is now available to various State agencies.

I. DEFINITIONS

Listed below are definitions for terms used in these Guidelines and in the various ADR processes:

(1) **"Arbitration"** is a voluntary means of settling a disagreement in which an arbitrator assigned by the ADR Unit reviews the facts of the case, meets with the parties, and issues a final non-reasoned award that is binding on everyone involved. (A "non-reasoned award" means the parties receive the decision reached by the arbitrator but not the rationale that went into reaching that decision.) Once such a decision is issued, the parties' right to seek further review through the court system is very limited. If necessary, however, the terms of the award can be enforced by the courts. (See discussion below). For the purposes of these Guidelines, an arbitration begins at the time the parties sign the arbitration agreement. (See section VI below.)

(2) An **"arbitrator"** is a volunteer trained by the Division who reviews the facts of the case, meets with the parties and issues a final and binding decision.

(3) A **"complaint"** is a dispute arising out of an interaction between a business and a consumer or between an individual and a State agency, as well as from cases referred by a State agency.

(4) A **"complainant"** is the person who brings the dispute to the attention of the Division or the Unit.

(5) **"Mediation"** is the process by which a mediator works with the parties in an effort to help them craft and agree upon a solution to the dispute. For the purposes of these Guidelines, a mediation begins at the time the parties agree to mediate. That settlement, once reached, is binding on the parties. (See section VI below.)

(6) A **"mediation document"** is any written material prepared before or during the mediation for purposes of the mediation. Such papers may include, but are not limited to, memoranda, notes, files and records.

(7) A **"mediator"** is a volunteer trained by the Division to serve as a neutral third party to help settle disputes brought to the ADR Unit. The mediator does not have the authority to impose a resolution upon the parties.

(8) A **"party"** is a complainant or respondent and may be an individual, corporation, association or other legal entity.

(9) A **"respondent"** is the party against whom the complaint is filed.

II. WHAT IS MEDIATION?

In mediation, through one or more sessions, the mediator encourages the parties to explain their positions about the dispute and helps them develop a solution that is acceptable to them. This is a voluntary procedure that, when successful, quickly turns a dispute into a winning situation for both parties; as a result, long and costly litigation can be avoided.

The mediator may conduct joint and separate meetings with the parties and may propose oral and written suggestions for settlement. (At the discretion of the mediator, the mediation may be conducted by telephone.) The mediator determines when each party may speak during a mediation conference. The mediator may also decide whether the party's representative may speak during the conference. If necessary, the mediator may obtain expert advice concerning technical aspects of the dispute. When appropriate, and when they agree, the parties will jointly pay for such advice. Arrangements for obtaining that input will be made by the mediator or by agreement of all parties.

It is important to note that although mediation is non-binding, once a resolution is reached and agreed upon by the parties, it is binding on all involved, as would any agreed upon contract.

III. WHAT IS ARBITRATION?

The arbitration process also uses trained volunteers to resolve disputes. The arbitrator reviews the facts and issues of the dispute, hears testimony, accepts evidence and evaluates the positions of the parties. Unlike mediation where the parties have agreed to a resolution, in arbitration the arbitrator issues a binding decision. That decision is in the form of a non-reasoned award; that is, no findings of fact and no opinion or rationale are provided by the arbitrator. Additionally, arbitration is not as formal as a court

proceeding. For example, evidence often unacceptable in a court proceeding may be admissible in an arbitration. The parties are bound by and must follow the decision. This process is also faster and less costly than taking a case to court, and the arbitrator's award is viewed as an end to the case. Arbitration awards cannot be challenged in court except under very limited circumstances. For example, in order to overturn a decision, there must be a showing of favoritism, prejudice, fraud, misconduct, or blatant disregard of the rules and procedures in relation to the process of the arbitration. Once a dispute has been submitted for arbitration and an award is issued, neither party can later choose to resolve the dispute again in any other manner, including use of the court system. Please note that if any party to the dispute fails to comply with the arbitrator's decision, the offended party may apply to a court of appropriate jurisdiction to have the decision enforced pursuant to N.J.S.A. 2A:23B-22.

IV. GENERAL GUIDELINES FOR DISPUTE RESOLUTION

Standard for Participation

The Director of the ADR Unit accepts referrals from State agencies for mediation or arbitration of complaints that are appropriate for those types of dispute resolution. Such complaints include, among others, requests for restitution, replacements or exchanges of merchandise, warranty claims, and specific performance under a contract.

The Director of the Unit may, in his discretion, decline to accept matters for dispute resolution if the matter is not suitable for arbitration or mediation. In making that determination, the Director shall consider the nature of the relief sought by the complainant (money damages or other relief that can be awarded) and whether the responding party continues to exist or has the resources to address the complaint (for example, the company is bankrupt). If the referral is made pursuant to a Consent Order from a State Agency, any decision to decline to attempt dispute resolution shall be promptly conveyed to that agency along with the reasons for the decision.

Complaint Review

The ADR Unit reviews the complaints it receives to determine their suitability for the Unit's dispute resolution processes. If the Unit finds that a complaint is appropriate for resolution, either through mediation or arbitration, it will offer those services to the parties involved. Though the ADR Unit and/or the parties decide if mediation or arbitration will be used, generally, unless otherwise required by consent order, matters will be mediated.

If the ADR Unit considers a complaint inappropriate for its dispute resolution procedures, it will return the complaint to the agency that initially referred it to the Unit.

Beginning the Process

Once a complaint has been accepted by the ADR Unit, a letter is sent to all parties. When

mediation is the proposed process, the letter to the complainant says that the complaint has been received and that the other party, the respondent, is being contacted. The letter to the respondent offers a brief description of the complaint. The letters to both parties name the neutral third party appointed and state how to best contact that person.

In matters to be arbitrated, both parties will be informed of the date of the hearing through ADR Unit staff. In arbitration, ex parte communication, that is contact by one party without the presence of the other, is strictly prohibited. Once the parties agree to participate in dispute resolution, the process is started. Should an arbitrator or mediator become unwilling or unable to serve, the ADR Unit will appoint an alternate.

Representation

Any party may be represented by an attorney during dispute resolution proceedings. In mediation, any individual designated by a party may accompany the party to and participate in a mediation.

Date, Time and Place of Mediation or Arbitration

The mediator shall set the date and time of each conference. In the case of an arbitration, the ADR Unit staff, will fix the date and time of the hearing. Unless the parties are notified otherwise, sessions are held at the offices of the ADR Unit, located at 153 Halsey Street, 7th floor, Newark, New Jersey. In mediation, the mediator and the parties may decide that the sessions will be conducted over the telephone. In arbitration, telephone hearings will only be conducted under extenuating circumstances. The Unit attempts to arrange convenient dates and times for all sessions. In the case of an arbitration, if necessary, the date and time of the hearing may be imposed by the ADR Unit staff. Parties failing to cooperate in setting a date and time or failing to appear when required, may forfeit the ability to present their case to the arbitrator and a decision may be rendered without their ability to offer testimony or evidence beyond those documents submitted to the Unit in advance of the arbitration.

Identification of Matters in Dispute

A) Mediation

During an initial telephone conference, the mediator and the parties will discuss what information should be provided, including a brief description of the facts, issues and positions in dispute and the parties' desired outcome. That information and copies of any supporting documents must be produced at least five days before the first session. Documents may be exchanged between the parties if everyone expressly agrees to that process. The mediator may ask that additional information be provided before, during or after the sessions.

B) Arbitration

The ADR Unit will assign an arbitrator who will hear the matter. Once an arbitrator has been selected to hear the case, the arbitrator's curriculum vitae will be sent to each party to the dispute. (Please

see the **Disclosure** section - **D**, below, for the process used to challenge the selection of that arbitrator.) An ADR staff member will then contact the parties to establish a schedule. At least ten days before the first session, each party must provide the arbitrator, through the Unit staff, a brief written description of the facts and issues in dispute, all appropriate documents and background information that are relevant to the dispute and a statement of the relief sought through the arbitration process. Arbitration, through the ADR Unit will not award punitive or consequential damages. At any time during the process, the arbitrator may compel the production of additional information through documents or witnesses by way of subpoena.

Parties will be given the opportunity to present their case in its entirety, including all necessary documentation. However, unless otherwise expressly stated by the arbitrator, no evidence or testimony will be accepted by the arbitrator once the hearing has been concluded.

C) Written Requirements

Before starting a face-to-face mediation or an arbitration, parties must agree to certain terms. There are agreement forms that must be read, understood and signed before anyone can participate. Copies of those forms are provided to the parties prior to the initial mediation or arbitration session but are signed only in the presence of the mediator or arbitrator. (Generally parties who participate in telephone mediation are not required to sign the form. They will, however, be required to indicate acceptance of the terms governing the mediation during the telephone conference.)

D) Disclosure

A person appointed as an arbitrator shall disclose to the ADR staff and to the parties any circumstance likely to raise any question as to the arbitrator's impartiality or independence, including any bias or financial interest or past or present relationship with parties or their representatives. This shall remain a continuing obligation of the arbitrator. Notice of any challenge to the impartiality or independence of the arbitrator shall be made within five (5) days of becoming aware of circumstances giving rise to the challenge. This notice shall be in writing to the ADR Unit and shall set forth the facts and circumstances giving rise to the challenge.

V Privacy

All sessions are private and confidential. Only parties and their designated representatives may attend conferences and/or hearings. Other persons may attend only with the permission of the parties and with the consent of the mediator or arbitrator and the Unit Director.

VI CONFIDENTIALITY OF DISPUTE RESOLUTION SESSIONS

All information provided by parties during the mediation process is confidential. Success of mediation depends in large part on a free exchange of information, so it is important that parties feel free to discuss issues openly. Information provided by one party will not be revealed to the opposing party without the explicit authorization of the revealing side. Mediators cannot be forced to release any

information or to testify about the mediation in a lawsuit or court proceeding. All mediation documents are considered confidential. (For a full description of these rights and responsibilities please see N.J.S.A. 2A:23C-4, 5 and 6.)

In arbitrations, information provided to the arbitrator must also be given to the opposing party. Parties must maintain the confidentiality of the arbitration and may not disclose information except to the staff of the ADR Unit. Confidentiality as discussed in this section, takes effect upon the parties' agreement to participate in the ADR process. The following documents related to the arbitration proceeding are ***not*** considered confidential and may be available upon request to persons or entities:

- a) The complaint, with all its attachments, that initiated the arbitration;
- b) The response to the initial complaint, with all its attachments,; and
- c) The arbitrator's award.

All other documents submitted in the course of the arbitration are considered confidential and not available to any person or entity except the parties involved, the staff of the ADR Unit and its counsel.

No taped or stenographic record may be made of any dispute resolution process.

VII TERMINATION

A mediation will be concluded in one of the following ways:

- 1) the signing of a written settlement agreement by the parties;
- 2) an oral agreement between the parties;
- 3) a written or oral statement of the mediator saying that further efforts at mediation will not be productive; or
- 4) a statement by a party or parties withdrawing from the mediation proceedings.

An arbitration will be concluded in one of the following ways:

- 1) upon the issuance of a decision by the arbitrator;
- 2) a written agreement between the parties resolving the dispute; or
- 3) a written statement by all parties that they no longer wish to continue the arbitration.

VIII EXCLUSION OF LIABILITY

Neither the staff of the ADR Unit nor any mediator or arbitrator is a necessary party in a judicial proceeding related to the dispute that is being resolved. Parties to an arbitration expressly agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14 and the New Jersey Tort Claims Act, N.J.S.A. 59:10A-1 et seq. Parties to a mediation or arbitration shall be deemed to have consented that neither the staff of the ADR Unit nor any mediator or arbitrator shall be liable to any party in any way for damages or for injunctive relief for any act or omission in connection with any mediation or arbitration conducted under these rules.

IX INTERPRETATION AND APPLICATION OF RULES

Mediators and arbitrators shall interpret and apply these rules as they relate to their duties and responsibilities. All other rules shall be interpreted and applied by the Director of the ADR Unit.

Revised June 2008