

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between and among (i) the District of Columbia (“District”), by its Office of the Attorney General, (ii) AT&T Mobility National Accounts, LLC d/b/a AT&T Mobility II LLC (“AT&T”) (the District and AT&T, collectively, the “Parties”); and (iii) Relator, Jeffrey L. Smith, as to paragraph 7 only, by and through their authorized representatives.

Preamble

As a preamble to this Agreement, the Parties agree to the following:

A. The District is a municipal corporation created by an Act of Congress and is the local government for the district constituting the seat of government of the United States.

B. The Attorney General of the District of Columbia is the Chief Legal officer of the District and is charged with protecting the public interest, including the prosecution of this statute.

C. Defendant AT&T is a wholly owned subsidiary of AT&T, Inc., a Delaware corporation with its principal place of business in Atlanta, Georgia.

D. On or about November 27, 2018, Relator filed a Complaint against AT&T in the Superior Court of the District of Columbia pursuant to the *qui tam* provisions of the District of Columbia’s False Claims Act, D.C. Code §§ 2-381.02 *et seq.* (“FCA”), 2018 CA 0008216 B (“Civil Action”).

E. Relator filed a Motion to Dismiss his Complaint with prejudice on September 28, 2020, which was renewed on February 26, 2021, and granted by the

Court on April 30, 2021.

F. On February 19, 2021, the District filed a Complaint in Intervention in the Civil Action. The Complaint in Intervention was filed pursuant to the FCA and common law doctrines. The conduct alleged in the District's Complaint in Intervention is referred to as the "Covered Conduct."

G. AT&T denies any and all liability in connection with the Covered Conduct.

H. This Agreement is made in settlement and compromise of disputed claims, and is neither an admission of facts and/or liability by Defendant AT&T nor a concession by the District that its claims are not well-founded.

I. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree to the following:

Terms and Conditions

1. The Effective date of this Agreement is the date that the last Party signs this Agreement.

2. Defendant AT&T shall pay to the District the amount of one million, five hundred thousand dollars (\$1,500,000.00) ("Settlement Amount"), thirty (30) days after the following are complete: (1) all parties have signed the Agreement; and (2) the District has provided AT&T's counsel with a completed IRS W-9 Form, completed the District's withholding exemption certificate, and wire transfer instructions, and other documentation necessary to effectuate a wire transfer of the Settlement

Amount.

3. Any modifications to the payment terms set forth in Paragraph 2 of this Agreement shall be made in writing.

4. Upon execution of this Agreement, and payment of the Settlement Amount, the District releases Defendant AT&T from any and all claims arising out of or related to the allegations in the Civil Action or Covered Conduct, including any claim for attorney's fees. For the avoidance of doubt, this release includes all claims that could have been brought in the Civil Action, except that the District specifically does not release Defendant AT&T from (i) claims or liability under the District's criminal laws or tax laws; (ii) any liability to the District or any of its agencies for any conduct other than that alleged in the Civil Action or Covered Conduct; and (iii) any claims based on obligations created by this Agreement, including claims to enforce the terms and conditions of this Agreement.

5. Nothing in any provision of this Agreement constitutes an agreement by the District concerning the characterization of the Agreement for purposes of the District's tax laws.

6. Upon execution of this Agreement, Defendant AT&T agrees to release the District and its agencies from any claims that it has or may have against the District and its agencies in any way related to the allegations in the Civil Action, the Covered Conduct, and/or the District's investigation of those allegations.

7. Relator and his heirs, successors, attorneys, agents and assigns, disclaims any entitlement to a share of the Settlement Amount and agrees that he will not object

to the terms of this Agreement or the resolution of the Civil Action on these terms.

8. Upon the District's receipt of the Settlement Amount, the Parties shall promptly file a Joint Stipulation of Dismissal with prejudice pursuant to Civil Rule 41(a)(1)(A)(ii) of all claims against Defendant AT&T in the Civil Action.

9. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

10. This Agreement constitutes the complete agreement among the Parties with regard to the Covered Conduct and the Civil Action. This Agreement cannot be amended or modified except by written consent of the Parties.

11. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement may be executed in counterparts, each one of which constitutes an original and all of which together constitute one and the same agreement.

13. Facsimiles of signatures and electronic mail that attach signatures in electronic form shall constitute acceptable, binding signatures for purposes of this Agreement.

14. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent expressly provided for herein.

15. Each Party and signatory to this Agreement represents that it freely and

voluntarily entered into this Agreement without any degree of duress or compulsion.

16. The undersigned signatories represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

17. This Agreement is governed by the laws of the District of Columbia. The Parties agree that exclusive jurisdiction and venue for any dispute arising among the Parties under this Agreement shall be the District of Columbia Superior Court and the District of Columbia Court of Appeals.

05/12/2021
Date

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