



REDACTED – FOR PUBLIC INSPECTION

December 4, 2015

Via ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: *Applications of SprintCom, Inc., Shenandoah Personal Communications, LLC, and NTELOS Holdings Corp. for Consent to Assign Licenses and Transfer Control of Long-Term De Facto Transfer Spectrum Leasing Arrangements, WT Docket No. 15-262*

Dear Ms. Dortch:

SprintCom, Inc., a wholly owned subsidiary of Sprint Corporation (collectively “Sprint”), hereby submits its additional response to the November 13, 2015 General Information Request from the Federal Communications Commission (“FCC”) in the above-referenced proceeding.¹ This response satisfies Information Request items 1 through 5.² Enclosed please find Sprint’s narrative responses to the Information Request, as well as three CDs that contain responsive documents.

Sprint is filing this submission, which contains Confidential and Highly Confidential information, pursuant to the procedures established in the Protective Order that was issued on November 13, 2015 in this docket.³ Confidential and Highly Confidential versions of this

¹ Letter from Roger C. Sherman, Chief, Wireless Telecommunications Bureau, FCC, to Robin J. Cohen, Sprint Corporation, WT Docket No. 15-262 (Nov. 13, 2015) (“Information Request”).

² On November 27, 2015, Sprint filed a response to Information Request items 6 through 9. See Letter from James B. Goldstein, Sprint, to Marlene Dortch, FCC Secretary, WT Docket No. 15-262 (Nov. 27, 2015).

³ *Applications of SprintCom, Inc., Shenandoah Personal Communications, LLC, and NTELOS Holdings Corp. for Consent To Assign Licenses and Transfer Control of Long-Term De Facto Transfer Spectrum Leasing Arrangements; Application of Shenandoah Personal Communications, LLC. and NTELOS Holdings Corp. for Consent to Transfer Control of an International Section 214 Authorization, Protective Order, WT Docket No. 15-262, DA 15-1300 (WTB rel. Nov. 13, 2015).*

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submission are being delivered by hand to the Secretary's Office, and two additional copies are being delivered by hand to Linda Ray of the Wireless Telecommunications Bureau. Sprint also is filing a copy of its submission for public inspection in the FCC's Electronic Comment Filing System. If you have any questions, please contact the undersigned.

Respectfully submitted,

/s/ James B. Goldstein

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**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Applications of SprintCom, Inc., Shenandoah)	WT Docket No. 15-262
Personal Communications, LLC, and NTELOS)	
Holdings Corp. for Consent to Assign Licenses)	
and Transfer Control of Long-Term De Facto)	
Transfer Spectrum Leasing Arrangements)	

**RESPONSE OF SPRINT CORPORATION TO GENERAL INFORMATION REQUEST
DATED NOVEMBER 13, 2015**

SprintCom, Inc., a wholly owned subsidiary of Sprint Corporation, (collectively “Sprint”) hereby provides additional responses and explanations (“Response”) to the letter dated November 13, 2015 from Roger C. Sherman, Chief of the Wireless Telecommunications Bureau of the Federal Communications Commission (“FCC” or “Commission”), and the General Information Request for Sprint attached thereto (collectively, the “Information Request”). Sprint has taken reasonable efforts to search for, identify, and produce documents and information responsive to the Information Request.¹ As noted in the cover letter accompanying this submission, on November 27, 2015, Sprint filed with the Commission its response (including responsive data in the form of electronic media) to Items 6-9 of the Information Request.² The instant submission is Sprint’s response to Information Requests 1-5.

¹ With respect to certain requests, Sprint has produced materials identified from custodial files through human review. Pursuant to the instructions in the information request, the custodian of each document is identified in the file name. With respect to other requests, Sprint has searched the files within the Company reasonably believed to contain the information sought and produced responsive documents.

² See Letter from James B. Goldstein, Sprint, to Marlene Dortch, FCC Secretary, WT Docket No. 15-262 (Nov. 27, 2015).

The Information Request calls for Sprint to submit certain information and documents that are sensitive from a commercial, competitive, and financial perspective, and that Sprint would not reveal in the ordinary course of business to the public or its competitors. Sprint is submitting information and documents on a Confidential and Highly Confidential basis pursuant to the Protective Order for this proceeding that was issued on November 13, 2015 (DA 15-1300). In this Response, Confidential Information has been marked with “[**BEGIN CONFIDENTIAL INFORMATION**] [**END CONFIDENTIAL INFORMATION**]” and Highly Confidential Information has been marked with “[**BEGIN HIGHLY CONFIDENTIAL INFORMATION**] [**END HIGHLY CONFIDENTIAL INFORMATION**].” The Confidential, unredacted Response, is stamped “**CONFIDENTIAL INFORMATION – SUBJECT TO PROTECTIVE ORDER IN WT DOCKET NO. 15-262 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION**”; the Highly Confidential, unredacted response, is stamped “**HIGHLY CONFIDENTIAL INFORMATION – SUBJECT TO PROTECTIVE ORDER IN WT DOCKET NO. 15-262 BEFORE THE FEDERAL COMMUNICATIONS COMMISSION**”; and the redacted Response is stamped “**REDACTED – FOR PUBLIC INSPECTION.**” The inadvertent inclusion of any material that is subject to an assertion of the attorney-client, attorney work-product, or other applicable privilege is not intended as a waiver of such privilege.

RESPONSES

1. ***Provide a current organization chart and personnel directory for each of the Company’s facilities or divisions involved in any activity relating to any relevant product or any relevant service in any Relevant Area.***

Consistent with discussions with Commission staff, Sprint is providing a current list of Sprint personnel holding managerial responsibility for activities related to the proposed transaction. *See* Attached SPRINT-FCC-01-1-000001 to SPRINT-FCC-01-1-000003. The list identifies Sprint departments and operational groups, along with the relevant

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VP/Director/Manager for each that has had or is expected to have direct involvement in the proposed transaction. The list includes the names in bold of key decision-makers for each department/group.

- 2. On page 4 of the Public Interest Statement, the Applicants contend that consumers will benefit from this transaction by “planned new infrastructure investments, enhanced wireless coverage, improved service quality, broader variety of service plans and handsets, expanded roaming opportunities, and the expansion of service to new areas.” Explain, and describe in detail, the benefits of the Proposed Transaction. For each benefit identified, state the steps that the Company anticipates taking to achieve the benefit, and the estimated time and costs required to achieve it. Provide all documents relied on in preparing the response.*

Shentel and Sprint have a longstanding, successful partnership in providing Sprint-branded wireless service in primarily rural portions of Pennsylvania, Maryland, Virginia, and West Virginia.³ With the proposed transaction, the parties plan to extend their innovative, pro-competitive wireless service to rural consumers in the current NTELOS service area.

Steps to Make Infrastructure Investments to Enhance Wireless Coverage and Improve Service Quality

Shentel has committed to invest approximately \$350 million in network infrastructure improvements in the current NTELOS service area over the next five years. To effectuate the network infrastructure improvements, Shentel will invest approximately [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [REDACTED]

[REDACTED] [END HIGHLY CONFIDENTIAL INFORMATION]

Specifically, Shentel will implement upgrades to effectuate the network-wide deployment of 4G LTE service in Band Class 25 (1900 MHz), and take steps to effectuate the network-wide deployment of 4G LTE and voice services in Band Class 26 (800 MHz). Customers in these rural markets will benefit from improved voice coverage and significantly improved wireless data speeds and coverage. In addition, Shentel plans to deploy 4G LTE service in Band Class 41 (2.5 GHz) to significantly improve wireless data speeds and capacity in areas with a greater population density throughout the current NTELOS service area. Shentel will substantially complete these network enhancements and upgrades within [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [REDACTED] [END HIGHLY CONFIDENTIAL INFORMATION] months after the transaction closes.

Shentel’s planned investment also includes approximately [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [REDACTED] [END HIGHLY CONFIDENTIAL INFORMATION] to add approximately 150 new cell sites to expand service to rural areas throughout southern Virginia and West Virginia. Customers will benefit from both wireless

³ The Shentel/Sprint affiliate relationship is described in detail in the response to Item 3.a below.

voice service and 4G LTE data service in these areas. To effectuate the network infrastructure improvements, Shentel will undertake a network-wide deployment of both voice and 4G LTE service operating at 800 MHz and 1900 MHz frequencies. This network expansion will add approximately [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [REDACTED] [END HIGHLY CONFIDENTIAL INFORMATION] sites per year and will be substantially complete within [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [REDACTED] [END HIGHLY CONFIDENTIAL INFORMATION] months after the transaction closes.

Finally, Shentel will take additional steps to increase wireless broadband capacity for customers throughout the current NTELOS footprint by completing its planned investment of approximately [BEGIN HIGHLY CONFIDENTIAL INFORMATION] [REDACTED] [END HIGHLY CONFIDENTIAL INFORMATION]. This investment will focus on deploying additional 4G LTE capacity at 1900 MHz and 2.5 GHz for existing sites, additional cell sites, and in-building systems. These network enhancements will not only improve capacity, but coverage as well.

Steps to Expand Service Plans, Handsets and Roaming Opportunities

As explained in the response to Item 4 below, the parties recognize the importance of providing a smooth transition, and NTELOS customers will not see any changes in service, handsets, or pricing until they are migrated to the Sprint billing platform. Existing NTELOS customer service contracts will be honored through their current term (which may be up to 24 months), or (if earlier) until the customer chooses a different service plan. NTELOS customers will have access to a range of highly competitive, pro-consumer Sprint service plans and handsets, which are detailed in Sprint's response to Item 4. As a nationwide carrier, Sprint often has greater access to cutting-edge handsets than smaller, regional carriers such as NTELOS.⁴

The parties also expect the transaction will provide NTELOS customers with greater and more cost-effective roaming opportunities. Sprint has entered into numerous roaming relationships with carriers throughout the country. (Sprint's response to the Commission's instant information request includes a list of its domestic roaming partners. *See* SPRINT-FCC-01-2-000004.) Because it is a nationwide provider, Sprint can provide roaming coverage more efficiently and economically than can NTELOS. As a small, regional carrier, NTELOS has "encountered substantial difficulty attempting to negotiate what we believe are reasonable

⁴ The Commission has found that "[i]n contrast to large carriers, smaller wireless carriers may be disadvantaged when they seek to acquire . . . specialized handsets' because vendors treat the largest carriers, who place the largest orders for equipment, as priority customers." *Section 68.4(a) of the Commission's Rules Governing Hearing Aid-Compatible Telephones; Petitions for Waiver of Section 20.19 of the Commission's Rules*, Memorandum Opinion and Order, 22 FCC Rcd 20459, ¶ 25 n.63 (2007) (quoting *Section 68.4(a) of the Commission's Rules Governing Hearing Aid-Compatible Telephones*, Order on Reconsideration and Further Notice of Proposed Rulemaking, 20 FCC Rcd 11221, ¶ 22 (2005)).

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roaming rates for data services with a number of national carriers.”⁵ These difficulties create challenges in providing cost-effective roaming rates for NTELOS customers today. The proposed transaction will help overcome these challenges and provide more efficient, competitive roaming services to NTELOS customers.

3. On page 5 of the Public Interest Statement, the Applicants claim that “Shentel’s acquisition of NTELOS and subsequent assignment of spectrum licenses/leases to Sprint will provide Shentel, operating as a Sprint affiliate, with the increased incentive and ability to make significant upgrades to the existing NTELOS network.” For each Relevant Area provide:

a. A detailed description of the Company’s affiliate program with Shentel, including a description of the responsibilities of each Party.

Shentel’s affiliate relationship with Sprint is governed by the Sprint PCS Management Agreement (the “Management Agreement”) and the Sprint PCS Services Agreement (the “Services Agreement”), together with certain related agreements including two Trademark and Service Mark License Agreements (the “Trademark License Agreements”). The Management Agreement, the Services Agreement, and the Trademark License Agreements were originally entered into in 1999, and have been amended by Addendum I through Addendum XVIII in the intervening years.

The service area covered by the affiliate relationship (the “Service Area”) presently consists of BTA #12 (Altoona, PA), BTA #179 (Hagerstown, MD – Chambersburg, PA – Martinsburg, WV), BTA #181 (Harrisburg, PA), BTA #183 (Harrisonburg, VA), a portion of BTA #461 (Washington, DC – Jefferson County, WV only), BTA #479 (Winchester, VA), and BTA #483 (York-Hanover, PA). Upon consummation of the NTELOS transaction, the Service Area will be expanded to include BTA #35 (Beckley, WV), BTA #48 (Bluefield, WV), BTA #73 (Charleston, WV), BTA #75 (Charlottesville, VA), BTA #82 (Clarksburg-Elkins, WV), BTA #104 (Danville, VA), BTA #137 (Fairmont, WV), portions of BTA #197 (Huntington, WV – Ashland, KY, excluding Gallia County, OH and Greenup County, KY), BTA #266 (Lynchburg, VA), BTA #284 (Martinsville, VA), BTA #306 (Morgantown, WV), BTA #376 (Roanoke, VA), and BTA #430 (Staunton-Waynesboro, VA).

Under the Management Agreement, Sprint has full access to the wireless network constructed and managed by Shentel in the Service Area (the “Service Area Network”), and Sprint holds and controls the spectrum licenses used in the Service Area Network. Shentel has agreed to construct and operate the Service Area Network in accordance with Sprint’s technical and program requirements, as they may be determined by Sprint from time to time.⁶ Shentel recently upgraded the Service Area Network to meet Sprint’s Network Vision standards, and is currently upgrading the Service Area Network to comply with Sprint’s advanced LTE standards

⁵ NTELOS Holdings Corp., Annual Report (Form 10-K), at 14 (Feb. 26, 2015).

⁶ Under limited circumstances, Shentel may opt out of program requirement changes.

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(that is, to employ 2.5 GHz spectrum). In addition to the components of the Service Area Network owned and managed by Shentel, Sprint owns and manages the software and hardware components that control and direct LTE traffic between the LTE mobile devices assigned to the Service Area and the Internet (the “LTE Data Core”), and provides LTE Data Core services necessary in the operation of the Service Area Network.

The Management Agreement further provides that Shentel has the right to be the exclusive manager, operator, or provider of wireless services for Sprint in the Service Area, utilizing the following spectrum: 1850-1910 MHz, 1930-1990 MHz, 1910-1915 MHz, 1990-1995 MHz, 817-824 MHz, 862-869 MHz, and 2496-2690 MHz. Sprint has agreed not to transfer any of the spectrum used by Shentel in the operation of the Service Area Network to a third party (other than as part of an assignment of the entire Sprint PCS network) unless Sprint has determined (after consultation with Shentel) that such spectrum is not necessary to enable Shentel to provide service to present and future customers in the Service Area, and Sprint provides Shentel access to adequate replacement spectrum generally equivalent to the spectrum then being used by Shentel.

The Management Agreement requires Shentel to participate in Sprint’s roaming and inter service area programs, and gives Shentel the right to participate in Sprint’s applicable vendor purchase agreements.

Shentel has the right under the Management Agreement to distribute both postpaid and prepaid Sprint PCS products and services in the Service Area and to provide in-store customer care. Sprint may distribute postpaid and prepaid Sprint PCS products and services in the Service Area through its national and regional distribution channels and national customer accounts, with any such sales inuring to Shentel’s benefit. All customers homed to the Service Area (that is, customers with an NPA-NXX assigned to the Service Area) are managed by Shentel, without regard to whether such customers originated from a Shentel or a Sprint sales channel (“Shentel Managed Customers”).

The Management Agreement specifies that Shentel may not offer wireless products in the Service Area that cause distribution channel conflict, are confusingly similar to Sprint PCS products and services, or sell products and services under the brand of a significant competitor.

Under the Services Agreement, Sprint provides billing, customer care, credit processing, handset logistics, voicemail, number porting, directory and operator services, and other miscellaneous services to customers homed to the Service Area. Sprint is required to continue such services so long as it continues to provide such services to customers outside the Service Area, and is required to give Shentel significant notice of any determination to discontinue the provision of such services.

Under the Trademark License Agreements and the Management Agreement, Shentel has the right to use the Sprint brands, including the Boost and Virgin Mobile brands. The Management Agreement also provides that Sprint will provide national advertising and brand

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support in the Service Area, and specifies the nature of local advertising that may be undertaken by Shentel.

For postpaid Shentel Managed Customers, Sprint currently retains a total of 22 percent (8 percent under the Management Agreement and 14 percent under the Services Agreement) of net billed revenues from Shentel Managed Customers. Beginning on January 1, 2016, inter area service fees (that is, amounts for use of the Service Area Network by Sprint customers that are not Shentel Managed Customers, and for use of the Sprint network outside the Service Area by Shentel Managed Customers), commissions for the sale of devices and device subsidies will be settled separately between Shentel and Sprint. Accordingly, at that time the amount retained by Sprint will be reduced to 16.6 percent (8 percent under the Management Agreement and 8.6 percent under the Services Agreement). The amount retained by Sprint under the Services Agreement (the “Net Service Fee”) may be adjusted from time to time if either party believes that amount necessary to allow Sprint to recover its costs has increased or decreased; however, the Net Service Fee cannot exceed 8.6 percent through December 31, 2017, or 10 percent thereafter without agreement of the parties.

For prepaid Shentel Managed Customers, Shentel receives an amount equal to 94 percent of the product of the average revenue per prepaid customer received by Sprint (“Prepaid ARPU”) times the number of prepaid Shentel Managed Customers, less the sum of: (a) a prepaid continuing cost per user (“CCPU”) fee equal to Sprint’s average cost per prepaid user for providing certain back office services to prepaid customers, times the number of prepaid Shentel Managed Customers; and (b) a prepaid cost per gross addition (“CPGA”) fee equal to Sprint’s average cost per prepaid user for certain marketing and customer acquisition services provided to prepaid customers, times the number of prepaid Shentel Managed Customers.

In addition, in consideration of its use of the LTE Data Core, Shentel pays a fee equal to \$9.23 times the number of net positive activations of LTE devices in the Service Area. This fee is estimated at the beginning of each year, and is “trued-up” at the end of each year. The amount of this fee may be adjusted from time to time to reflect Sprint’s costs of providing the LTE Data Core.

The initial term of the agreements extends until November 5, 2029, with two successive ten-year renewal terms, unless either party gives notice of non-renewal at least two years prior to the end of the then-existing term.

If the agreements are not renewed at the end of the initial term or any renewal term, then Shentel has the right to cause Sprint to buy, and Sprint has the right to cause Shentel to sell, the Service Area Network for an amount equal to 90 percent of the “Entire Business Value” of Shentel’s wireless business in the Service Area. Entire Business Value will be determined by three appraisers (one selected by each party, with the third selected by the other two appraisers) based on the value a willing buyer would pay to a willing seller for the entire on-going business in a change of control transaction, and assuming, for such purposes that the business is conducted under the Sprint brands and the existing agreements between the parties, and that

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Shentel has continued access to the spectrum actually used by it pursuant to the Management Agreement.

If the agreements are terminated by Shentel prior to the end of a term as a result of the default by Sprint, Shentel may cause Sprint to purchase the Service Area Network for an amount equal to 90 percent of the Entire Business Value. If the agreements are terminated by Sprint prior to the end of a term as a result of a default by Shentel, Sprint may purchase the Service Area Network for an amount equal to 81 percent of Entire Business Value.

- b. A detailed description of any other agreement of the Company with Shentel related to the provision of mobile wireless service using spectrum being transferred as part of the Proposed Transaction.***

Master Agreement

In connection with Shenandoah Personal Communications, LLC's ("Shentel") proposed acquisition of NTELOS, Sprint and Shentel entered into the Master Agreement, dated August 10, 2015, to set forth certain procedures and obligations that they would undertake in connection with the proposed transaction. In general, the Master Agreement requires the parties to effectuate a number of transfers and other transactions, to be effective at the effective time of the merger of NTELOS and Shentel (and subject to applicable regulatory approvals), including the following: the transfer by Shentel to Sprint of the spectrum that is subject of the pending applications; the transfer by Shentel to Sprint of the former NTELOS customers whose NPA-NXX is assigned to the area that will be covered by the Sprint/Shentel Management Agreement (the "Expanded Service Area"); the transfer by Shentel to Sprint of certain former NTELOS customers whose NPA-NXX is outside of the Expanded Service Area; the termination of the Amended and Restated Resale Agreement between NTELOS and Sprint; the termination of the Intercarrier Roamer Service Agreement between NTELOS and Sprint; the transfer of certain Sprint retail stores and employees in the Expanded Service Area to Shentel. As consideration for Shentel's agreements (including its network build-out agreements under Addendum XVIII to the Management Agreement), Sprint agreed to compensate Shentel by way of a reduction in the amounts that Sprint is entitled to retain under the Management Agreement, of up to \$4.2 million per month, until Shentel has received credits of \$251.8 million. The compensation is subject to a clawback based on the number of former NTELOS customers successfully converted to the Sprint billing platform in between Closing and the date that is 180 days following the Closing.

Retail Stores Transfer Agreement

The Retail Stores Transfer Agreement makes provision for the transfer of Sprint's retail stores in the Expanded Service Area to Shentel, including specifying conditions relating to the assumption of store leases, the transfer of store fixtures, and the hiring of store employees by Shentel.

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Tower Leases

Clearwire, which is now owned by Sprint, leases space on up to four Shentel towers. All such leases were negotiated at arms' length and are on market rates and other terms and conditions. Shentel expects that such leases will be terminated as Sprint shuts down the Clearwire network, and agreed, in Addendum XVIII to the affiliate agreements, to waive certain early termination fees with respect to such leases.

c. A detailed description of the Company's Strategic Network Alliance Agreement with NTELOS, including a description of the Parties' Mobile Virtual Network Operator ("MVNO") agreement.

The Strategic Network Alliance ("SNA") between Sprint and NTELOS is established by the Amended and Restated Resale Agreement (the "Resale Agreement") entered into on May 1, 2014, between NTELOS and Sprint through their subsidiary and affiliated companies.⁷ The Resale Agreement superseded and replaced a prior resale agreement between the companies.

Pursuant to the Resale Agreement, NTELOS is the exclusive provider of wireless communications services using CDMA technology ("PCS Services") and is the exclusive provider of wireless communications services using 4G long term evolution data services ("LTE Services") through December 31, 2022, subject to automatic three-year extensions unless the non-renewal provisions are exercised, to all customers of Sprint and its affiliates in NTELOS's western Virginia and West Virginia service area, including the following markets (collectively, the "Market"): Charlottesville, Danville, Lynchburg, Martinsville, Roanoke and Staunton-Waynesboro, Virginia; Beckley, Bluefield, Charleston, Clarksburg/Elkins, Fairmont, Huntington and Morgantown, West Virginia; and Ashland, Kentucky.

The Resale Agreement prohibits Sprint from directly or indirectly commencing construction of, contracting for, or launching its own wireless communications network that provides PCS Services or LTE Services that are the same or similar to the PCS Services and LTE Services provided by NTELOS in the Market until 18 months prior to the termination of the Resale Agreement or renewals thereof.

In accordance with the terms of the Resale Agreement, NTELOS is required to upgrade its network in the Market to LTE technology, with such upgrade to be substantially complete by September 30, 2017. Failure by NTELOS to build out the LTE network in the Market in a timely fashion would constitute an event of default and give Sprint the right to terminate the Agreement. Sprint may construct its own cell sites or take such other action to provide geographic coverage in a portion of the Market served by NTELOS in which its network does not offer coverage and Sprint has requested that NTELOS provide coverage and NTELOS declined.

⁷ The parties do not have a separate Mobile Virtual Network Operator agreement.

The Resale Agreement provides that the PCS Services and LTE Services NTELOS provides to Sprint customers will be of a quality and clarity no worse than what NTELOS provides to its retail customers in similar rural markets. Except for the LTE upgrade requirements described above, including possible future feature upgrades, NTELOS is not required under the Resale Agreement to make future investments in any subsequent high speed data transfer technology or any other significant non-PCS Services or non-LTE Services- related network upgrades.

Pursuant to the Resale Agreement, Sprint has leased certain of its spectrum rights in the Market to NTELOS. In particular, except for EBS lease rights held by Sprint, NTELOS leases all of Sprint's spectrum in the Market under long-term *de facto* leases approved by the Commission.⁸

The Resale Agreement establishes certain confidential and proprietary pricing terms and methodology for payments to be paid by Sprint to NTELOS in connection with the provisions of services under the Agreement. The Resale Agreement provides for fixed and variable charges, with the fixed charges being subject to downward adjustments and the variable charges based on Sprint customer usage of the NTELOS network in the Market.

Provide all documents relied on in preparing the responses to 3(a)-3(c). Provide separate responses to each of 3(a)-3(c).

Documents responsive to Items 3(c) include SPRINT-FCC-01-3c-000005 to SPRINT-FCC-01-3c-000051, SPRINT-FCC-01-3c-000052 to SPRINT-FCC-01-3c-000090, SPRINT-FCC-01-3c-000091 to SPRINT-FCC-01-3c-000098, SPRINT-FCC-01-3c-000274 & SPRINT-FCC-01-3c-000280, SPRINT-FCC-01-3c-000101 to SPRINT-FCC-01-3c-000129, SPRINT-FCC-01-3c-000275, SPRINT-FCC-01-3c-000282, SPRINT-FCC-01-3c-000130 to SPRINT-FCC-01-3c-000161, SPRINT-FCC-01-3c-000276, SPRINT-FCC-01-3c-000277, SPRINT-FCC-01-3c-000283, SPRINT-FCC-01-3c-000162 to SPRINT-FCC-01-3c-000203, SPRINT-FCC-01-3c-000278, SPRINT-FCC-01-3c-000284, SPRINT-FCC-01-3c-000204 to SPRINT-FCC-01-3c-000273, SPRINT-FCC-01-3c-000279, SPRINT-FCC-01-3c-000281, SPRINT-FCC-01-3c-000099 to SPRINT-FCC-01-3c-000100, and SPRINT-FCC-01-3c-000285 to SPRINT-FCC-01-3c-000312.

Sprint also incorporates by reference Shentel's production of documents in response to Items 3(a) and 3(b).

⁸ *Wireless Telecommunications Bureau; Assignment of License Authorization Applications, Transfer of Control of Licensee Applications, De Facto Transfer Lease Applications and Spectrum Manager Lease Notifications, Designated Entity Reportable Eligibility Event Applications, and Designated Entity Annual Reports; Action, Public Notice, Report No. 10418, at 17-20, 25-26 (WTB rel. Apr. 8, 2015).*

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4. *On page 5 of the Public Interest Statement, the Applicants state that “[f]or a period of up to twenty-four months following closing, existing NTELOS customers may keep their existing handsets and will be transitioned to Sprint rate plans that will be, for the vast majority of subscribers, identical or substantially similar to their existing NTELOS service plans.” Further, on page 13 of the Public Interest Statement, the Applicants state that “NTELOS customers will also have access to a broader array of handsets and service plans, including the many options that are available to Shentel customers through its affiliation with Sprint.” In addition, “[c]urrent subscribers for whom substantially similar rate plans cannot be created will be able to choose a different rate plan offered by Sprint and Shentel. Following a transition period, all customers will be transitioned to a more robust service delivery platform, which will permit Shentel and Sprint to provide greater service options, expanded handsets, and enhanced features.” Describe in detail the transition of NTELOS’s existing customers and the Company’s role in effectuating the transition, including:*

Overview: Planned Customer Transition and Migration of NTELOS Customers

Compatible Network Technologies

Sprint and Shentel will seek to ensure a smooth transition as existing NTELOS customers are integrated into the wireless services offered by Sprint/Shentel following the closing of the proposed transaction. It is important to note that this transaction does *not* involve the integration of wireless networks using incompatible technologies; to the contrary, both the NTELOS and the Sprint/Shentel networks use CDMA and LTE technology. This should facilitate the integration process, as Sprint and Shentel seek to avoid any undue disruption in transitioning NTELOS customers to the new wireless network and the rate plans, handsets, and customer service offered by Shentel and Sprint under the Sprint brand.

Transition Will Unfold Over an Extended Period

Shentel will continue to operate and maintain the existing NTELOS prepaid and postpaid billing and customer care systems for a period of up to 24 months while the companies work together to migrate all existing NTELOS customers to the Sprint billing and customer care platform. The NTELOS systems will continue to serve existing customers until such time as the customer is successfully migrated to the Sprint platform. As a result, NTELOS customers will not see any changes in service, handsets, or pricing until they are migrated to the Sprint billing platform.

As soon as possible after the close of the transaction, the Parties will begin to migrate customers to the Sprint platform. The Parties intend to migrate customer accounts on an individualized basis, such that each customer account will be migrated to the Sprint billing platform only after receiving an upgraded handset, and after individual consultation with the customer regarding their service plan selections. Handsets will be upgraded through replacement

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of the SIM card, or provision of a substituted handset. The individualized migration process will be followed for both prepaid and postpaid customers.

As previously explained, existing NTELOS customer service contracts will be honored through their current term (which may be up to 24 months), or (if earlier) until the customer chooses a different service plan. Migrated customers will continue to receive service under Sprint rate plans that will be, for the vast majority of subscribers, substantially similar to their existing service contracts. Based on Sprint's highly competitive pricing, broad variety of service plans, wide choice in available handsets, and advanced network functionalities, the migration will result in a better customer experience for existing NTELOS customers.

- a. A detailed description of the Sprint rate plans and an explanation of how they are identical or substantially similar to the existing NTELOS service plans. Include an explanation of rate plans for the NTELOS customers after the twenty-four month period has ended.*

Postpaid Rate Plans. Summaries of Sprint's current postpaid rate plans are in the Document Production. See SPRINT-FCC-01-4a-000316, SPRINT-FCC-01-4a-000321 to SPRINT-FCC-01-4a-000322, SPRINT-FCC-01-4a-000318 to SPRINT-FCC-01-4a-000320, SPRINT-FCC-01-4a-000317, and SPRINT-FCC-01-4a-000323. These plans include: Sprint \$70 Unlimited Plan; Sprint Family Share Pack Plan; Sprint Best Buy One Plan; Sprint Unlimited My Way Plan; and Sprint Data Only Plans. Summaries of Sprint's business customer plans – Sprint Business Fusion Plans and Sprint Business Share Plans – are also in the Document Production. See SPRINT-FCC-01-4a-000313 to SPRINT-FCC-01-4a-000314 and SPRINT-FCC-01-4a-000315. In addition, summaries of NTELOS postpaid plans are in the Document Production. See SPRINT-FCC-01-4a-000328.

Because of the large number of Sprint and NTELOS rate plans, each with many different features, it would be an extremely time-consuming and onerous task to attempt to “map” all of the NTELOS rate plans to Sprint plans. Existing NTELOS customers should nonetheless experience a smooth transition as they are integrated into Sprint's billing system. As described above, NTELOS customers are not transitioning to Sprint's billing and customer care systems immediately after closing, and until they are transitioned, they will continue to be offered the same rate plans they have today. Moreover, existing NTELOS customer service contracts will be honored through their current term (which may be up to 24 months). Once NTELOS customers are transitioned, they will have access to a large variety of Sprint rate plans that are competitively priced and offer significant consumer value. The transition will provide adequate time for the parties to ensure that NTELOS customers are migrated to a plan that is not substantially different from their current plan, unless the consumer wishes to change.

The particular Sprint service plans that customers, including existing NTELOS customers, will be offered 24 months after closing has not yet been determined. Like other wireless providers, Sprint generally does not establish specific rate plans that far into the future

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given the highly dynamic, constantly evolving wireless marketplace.⁹ The particular rate plans that will be offered in two years depend on a wide variety of factors – e.g., trends in consumer demand, the competitive conditions in the marketplace, innovations in network and handset technology – that are unknown at this point. Sprint recognizes that the service plans it offers to NTELOS and other consumers in the future must be highly competitive and provide customers great value in order for Sprint to compete effectively in the wireless marketplace. Indeed, Sprint has been recognized as a leader in offering very competitive, pro-consumer service plans.¹⁰

Prepaid Rate Plans. Summaries of Sprint’s current prepaid rate plans are in the Document Production. See SPRINT-FCC-01-4a-000324 to SPRINT-FCC-01-4a-000326 and SPRINT-FCC-01-4a-000327. These plans include a variety of Sprint-branded monthly prepaid plans, Boost-branded monthly and daily prepaid plans, and add-on prepaid services (e.g., data packs, hotspots, and international calling).

Based on information provided by NTELOS, NTELOS’s most popular pre-paid plans are the FRAWG \$35 Unlimited Everything 1GB Plan and the FRAWG \$45 Unlimited Everything 5GB Plan. In both cases Sprint’s prepaid service (Boost) has a comparably priced prepaid plan which Sprint believes provides increased value for prospective customers. For example, Boost’s \$35 Data Grow (2GB- 5GB) Plan, like the \$35 FRAWG Plan, provides unlimited talk, text and data with nationwide coverage and reduced speeds once data usage levels are met. Boost’s Plan, however, provides 500MB of additional high-speed monthly data after every three on-time payments. Boost provides up to 3GB of additional high speed monthly data after 18 on-time payments. Thus, a customer starts with 2 GB of data with the potential to grow their data allotment to 5GB.

⁹ See *Implementation of Section 6002(b) of the Omnibus Budget Reconciliation Act of 1993; Annual Report and Analysis of Competitive Market Conditions With Respect to Mobile Wireless, Including Commercial Mobile Services*, Seventeenth Report, 29 FCC Rcd 15311, ¶¶ 126, 128, 159-61 (2014) (detailing a significant increase in new postpaid service plans, including a rapid evolution of postpaid data plans, and an increasing number and variety of prepaid service plans); Comments of CTIA, WT Docket No. 15-125, at v (June 29, 2015) (“wireless carriers are offering innovative promotions and service plans every day”); Comments of AT&T, WT Docket No. 15-125, at 1-2 (June 29, 2015) (“hardly a week goes by without a provider responding to the latest offers in the marketplace with new and better service plan options”).

¹⁰ Zacks Equity Research, “Can Sprint Set Things Right for a Business Turnaround?” Analyst Blog, Sept. 30, 2015 (describing Sprint efforts in launching several low-priced data and voice plans over the last one year), <http://www.zacks.com/stock/news/191962/can-sprint-set-things-right-for-a-business-turnaround>; Devika Krishna Kumar and Malathi Nayak, “Verizon Results Beat Estimates as Promotions Pay Off,” REUTERS, Oct. 20, 2015 (same), <http://www.reuters.com/article/2015/10/20/verizon-results-idUSL3N12K4JX20151020#tZfgZiObmz0vBiLx.97>.

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Similarly, Boost's \$45 Data Grow (5GB- 8GB) Plan, like the \$45 FRAWG Plan, provides unlimited talk, text, and data with nationwide coverage and reduced speeds once data usage levels are met. Boost's Plan, however, provides 500MB of additional high-speed monthly data after every three on-time payments. Boost provides up to 3GB of additional high speed monthly data after 18 on-time payments. Thus, a customer starts with 5GB of data with the potential to grow their data allotment to 8GB.

- b. For each handset that would be offered to NTELOS's customers after the closing of the Proposed Transaction, provide a description of the features of that handset and the services (e.g., LTE) supported by that handset.***

Documents describing the handsets currently offered by Sprint (including the features of the handsets) are in the Document Production. See SPRINT-FCC-01-4b-000329 to SPRINT-FCC-01-4b-000336, SPRINT-FCC-01-4b-000338 to SPRINT-FCC-01-4b-000344, SPRINT-FCC-01-4b-000345 to SPRINT-FCC-01-4b-000348, SPRINT-FCC-01-4b-000349 to SPRINT-FCC-01-4b-000490, SPRINT-FCC-01-4b-000491 to SPRINT-FCC-01-4b-000609, and SPRINT-FCC-01-4b-000610 to SPRINT-FCC-01-4b-000934. The documents include a spreadsheet listing which devices are sold under which Sprint brand. See SPRINT-FCC-01-4b-000337. Post-closing, existing NTELOS customers may keep their existing handsets. They may also opt to obtain new handsets currently offered by Sprint.

- c. Provide all plans, analyses, and reports discussing customer migration and transition of customers.***

Documents responsive to Item 4(c) include SPRINT-FCC-01-4c-000935 to SPRINT-FCC-01-4c-000945, SPRINT-FCC-01-4c-000946 to SPRINT-FCC-01-4c-000979, SPRINT-FCC-01-4c-000980 to SPRINT-FCC-01-4c-001012, SPRINT-FCC-01-4c-001013 to SPRINT-FCC-01-4c-001046, and SPRINT-FCC-01-4c-001047 to SPRINT-FCC-01-4c-001076.

Provide separate responses for prepaid and postpaid customers to the questions above. Provide all documents relied on in preparing the responses to 4(a)-4(b).

Additional documents responsive to Items 4(a)-4(b) include SPRINT-FCC-01-4a-000328.

- 5. Provide full and complete copies of any lease, merger, or affiliation agreement and any side or letter agreements or other related agreements (and all amendments and attachments) that the Parties have entered into that relate to the Proposed Transaction.***

Sprint incorporates by reference Shentel's response to this request. See Letter from K.C. Halm, Counsel to Shentel, to Marlene Dortch, FCC Secretary, WT Docket No. 15-262 (Nov. 27, 2015).

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6. ***Provide, as of the date of this Request, a csv format list, by county in each Relevant Area, of each spectrum license that can be used in the provision of mobile wireless services that the Company holds, leases, has an interest in through a joint venture or other business arrangement, manages, plans to sell, has contracted to acquire, or is in negotiations to acquire. For each license, identify the: (a) FIPS Code; (b) county; (c) state; (d) market name; (e) market number (in the case of CMA, MTA, or BTA); (f) spectrum type; (g) spectrum block; (h) amount of spectrum; (i) the wireless technology format deployed or planned (e.g., GSM, EDGE, CDMA, EV-DO, EV-DO Rev. A, UMTS, HSPA, HSPA+, LTE); and (j) whether the Company: (i) holds; (ii) has an interest in through a joint venture or other business arrangement; (iii) leases to or from another person; (iv) manages; (v) plans to sell; (vi) has contracted to acquire; or (vii) is in negotiations to acquire.***

Documents and materials responsive to Item 6 were provided on November 27, 2015. See Letter from James B. Goldstein, Sprint, to Marlene Dortch, FCC Secretary, WT Docket No. 15-262 (Nov. 27, 2015).

7. ***Provide polygons in an ESRI shapefile format representing geographic coverage for Sprint in each Relevant Area, including each mobile broadband network technology (e.g., CDMA, EV-DO, EV-DO Rev. A, GSM, EDGE, UMTS, HSPA, HSPA+, LTE) deployed in each frequency band (e.g., Lower 700 MHz, SMR, Cellular, AWS-1, PCS, EBS/BRS). Provide all assumptions, methodology (e.g., propagation, projection, field measurements), calculations (including link budgets), tools (e.g., predictive and field measurements) and data (e.g., terrain, morphology, buildings) used in the production of the polygons, and identify the propagation tool used, the propagation model used within that tool, including but not limited to, the coefficients used in the model and any additions, corrections or modifications made to the model.***

Documents and materials responsive to Item 6 were provided on November 27, 2015. See Letter from James B. Goldstein, Sprint, to Marlene Dortch, FCC Secretary, WT Docket No. 15-262 (Nov. 27, 2015).

8. ***Provide the Company's quarterly subscriber data, as specified in Attachment A.***

Documents and materials responsive to Item 6 were provided on November 27, 2015. See Letter from James B. Goldstein, Sprint, to Marlene Dortch, FCC Secretary, WT Docket No. 15-262 (Nov. 27, 2015).

9. ***Provide the Company's quarterly porting data, as specified in Attachment B.***

Documents and materials responsive to Item 6 were provided on November 27, 2015. See Letter from James B. Goldstein, Sprint, to Marlene Dortch, FCC Secretary, WT Docket No. 15-262 (Nov. 27, 2015).

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DOCUMENT INDEX

Item No.	Document Description	Bates #	Custodian	Confidentiality Designations
1	Sprint Personnel Directory	SPRINT-FCC-01-1-000001 to SPRINT-FCC-01-1-000003	Scott Clark	Public
2	Sprint Domestic Roaming Partners	SPRINT-FCC-01-2-000004	Randy Ritchie	Confidential
3.c	Sprint/NTELOS Resale Agreement	SPRINT-FCC-01-3c-000005 to SPRINT-FCC-01-3c-0000051	Randy Ritchie	Public
	Sprint/NTELOS Resale Agreement Schedules	SPRINT-FCC-01-3c-000052 to SPRINT-FCC-01-3c-0000090	Randy Ritchie	Confidential
		SPRINT-FCC-01-3c-000091 to SPRINT-FCC-01-3c-000098	Randy Ritchie	Public
		SPRINT-FCC-01-3c-000274 & SPRINT-FCC-01-3c-000280	Randy Ritchie	Public
		800 MHz Lease Agreement and Signatures	SPRINT-FCC-01-3c-000101 to SPRINT-FCC-01-3c-000129 SPRINT-FCC-01-3c-000275 & SPRINT-FCC-01-3c-000282	Paul McCarthy
	1900 MHz Lease Agreement and Signatures	SPRINT-FCC-01-3c-000130 to SPRINT-FCC-01-3c-000161 SPRINT-FCC-01-3c-000276, SPRINT-FCC-01-3c-000277, & SPRINT-FCC-01-3c-000283	Paul McCarthy	Public
	2500 MHz Lease Agreement and Signatures	SPRINT-FCC-01-3c-000162 to SPRINT-FCC-01-3c-000203 SPRINT-FCC-01-3c-000278 & SPRINT-FCC-01-3c-000284	Paul McCarthy	Public

	IRSA Roaming Agreement and Signatures	SPRINT-FCC-01-3c-000204 to SPRINT-FCC-01-3c-000273 SPRINT-FCC-01-3c-000279 & SPRINT-FCC-01-3c-000281	Randy Ritchie	Confidential
	First Amendment to Sprint/NTELOS Resale Agreement (“Tolling Agreement”)	SPRINT-FCC-01-3c-000099 to SPRINT-FCC-01-3c-000100	Randy Ritchie	Confidential
	NTELOS SEC 8k Filing re: Resale Agreement	SPRINT-FCC-01-3c-000285 to SPRINT-FCC-01-3c-000312	James Goldstein	Public
4.a	Sprint Business Plans	SPRINT-FCC-01-4a-000313 to SPRINT-FCC-01-4a-000315	Haley Goldstein	Public
	Sprint Plans	SPRINT-FCC-01-4a-000316 to SPRINT-FCC-01-4a-000323	Patty Dorgan	Public
	Sprint Prepaid Plans	SPRINT-FCC-01-4a-000324 to SPRINT-FCC-01-4a-000327	Marlon Mills	Public
	NTELOS Plans	SPRINT-FCC-01-4a-000328	James Goldstein	Confidential
4.b	Apple Devices	SPRINT-FCC-01-4b-000329 to SPRINT-FCC-01-4b-000336	Scott Dunn	Public
	Sprint Device Spreadsheet	SPRINT-FCC-01-4b-000337	Louie Wingo	Confidential
	1 Sprint Product Brief	SPRINT-FCC-01-4b-000338 to SPRINT-FCC-01-4b-000344	Louie Wingo	Confidential
	1 Sprint Product Brief	SPRINT-FCC-01-4b-000345 to SPRINT-FCC-01-4b-000348	Louie Wingo	Confidential
	28 Sprint Product Briefs	SPRINT-FCC-01-4b-000349 to SPRINT-FCC-01-4b-000490 SPRINT-FCC-01-4b-000491 to SPRINT-FCC-01-4b-000609	Louie Wingo	Confidential
	10 Sprint Product Briefs	SPRINT-FCC-01-4b-000610 to	Louie Wingo	Confidential

4.c		SPRINT-FCC-01-4b-000934		
	Sprint Slide Deck- Status Update	SPRINT-FCC-01-4c-000935 to SPRINT-FCC-01-4c-000945	Scott Clark	Confidential
	Sprint Slide Decks	SPRINT-FCC-01-4c-000946 to SPRINT-FCC-01-4c-000979 SPRINT-FCC-01-4c-000980 to SPRINT-FCC-01-4c-001012 SPRINT-FCC-01-4c-001013 to SPRINT-FCC-01-4c-001046 SPRINT-FCC-01-4c-001047 to SPRINT-FCC-01-4c-001076	Derek Hedlin	Highly Confidential