

03-46

FCC Wireless Telecommunications Bureau  
Assignments of Authorization  
and Transfers of Control

Approved by OMB  
3060 - 0800  
See instructions for  
public burden estimate

Submitted 01/10/2003  
at 02:46PM

2a) If this request is for an Amendment or Withdrawal, enter the File Number of the pending application currently on file with the FCC. File Number:

2b) File numbers of related pending applications currently on file with the FCC

Type of Transaction

3a) Is this a pro forma assignment of authorization or transfer of control? No

3b) If the answer to Item 3a is 'Yes', is this a notification of a pro forma transaction being filed under the Commission's forbearance procedures for telecommunications licenses?

4) For assignment of authorization only, is this a partition and/or disaggregation? Yes

5a) Does this filing request a waiver of the Commission rules? If 'Yes', attach an exhibit providing the rule numbers and explaining circumstances. No

5b) If a feeable waiver request is attached, multiply the number of stations (cansigns) times the number of rule sections and enter the result:

6) Are attachments being filed with this application? Yes

7a) Does the transaction that is the subject of this application also involve transfer or assignment of other wireless licenses held by the assignor/transferor or affiliates of the assignor/transferor (e.g., parents, subsidiaries, or commonly controlled entities) that are not included on this form and for which Commission approval is required? Yes

7b) Does the transaction that is the subject of this application also involve transfer or assignment of non-wireless licenses that are not included on this form and for which Commission approval is required? No

Transaction Information

8) How will assignment of authorization or transfer of control be accomplished? Spectrum exchange  
If required by applicable rule, attach as an exhibit a statement on how control is to be assigned or transferred, along with copies of any pertinent contracts, agreements, instruments, certified copies of Court Orders, etc.

9) The assignment of authorization or transfer of control of license is: Voluntary

Licensee/Assignor Information

10) FCC Registration Number (FRN): 0004227286

11) First Name (if individual): MI: Last Name: Suffix:

12) Entity Name (if not an individual): TeleCorp Holding Corp. II, L.L.C.

13) Attention To: David C. Jatlow

14) P.O. Box: And / Or 15) Street Address: 1150 Connecticut Avenue, N.W., 4th Floor

16) City: Washington 17) State: DC 18) Zip Code: 20036

19) Telephone Number: (202)223-9222 20) FAX Number: (202)223-9095

21) E-Mail Address: david.jatlow@attws.com

22) Race, Ethnicity, Gender of Assignor/Licensee (Optional)

<b>Race:</b>	American Indian or Alaska Native:	Asian:	Black or African-American:	Native Hawaiian or Other Pacific Islander:	White:
<b>Ethnicity:</b>	Hispanic or Latino:		Not Hispanic or Latino:		
<b>Gender:</b>	Female:	Male:			

23) FCC Registration Number (FRN):			
24) First Name (if individual):	MI:	Last Name:	Suffix:
25) Entity Name (if not an individual):			
26) P.O. Box:	/And/ Or	27) Street Address:	
28) City:	29) State:	30) Zip Code:	
31) Telephone Number:	32) FAX Number:		
33) E-Mail Address:			

35) Company Name:			
36) P.O. Box:	/And/ Or	37) Street Address:	
38) City:	39) State:	40) Zip Code:	
41) Telephone Number:	42) FAX Number:		

**Assignee/Transferee Information**

44) The Assignee is a(n): <b>Partnership</b>			
45) FCC Registration Number (FRN): <b>0001842921</b>			
46) First Name (if individual):	MI:	Last Name:	Suffix:
47) Entity Name (if other than individual): <b>Houston Cellular Telephone Company, L.P.</b>			
48) Name of Real Party in Interest:			49) TIN: <b>L00233205</b>
50) Attention To: <b>Rhys E. Abernathy</b>			
51) P.O. Box:	/And/ Or	52) Street Address: <b>17330 Preston Road, Suite 100A</b>	
53) City: <b>Dallas</b>	54) State: <b>TX</b>	55) Zip Code: <b>75252</b>	
56) Telephone Number: <b>(972)733-2000</b>	57) FAX Number: <b>(972)733-2865</b>		
58) E-Mail Address:			

59) First Name: <b>David</b>	MI: <b>G</b>	Last Name: <b>Richards</b>	Suffix:
60) Company Name: <b>Cingular Wireless LLC</b>			
61) P.O. Box:	And / Or	62) Street Address: <b>5565 Glenridge Connector, Suite 170</b>	
63) City: <b>Atlanta</b>	64) State: <b>GA</b>	65) Zip Code: <b>30342</b>	
66) Telephone Number: <b>(404)236-5543</b>	67) FAX Number: <b>(404)236-5575</b>		
68) E-Mail Address:			

**Alien Ownership Questions**



- 1) The Assignee or Transferee certifies either (1) that the authorization will not be assigned or that control of the license will not be transferred until the consent of the Federal Communications Commission has been given, or (2) that prior Commission consent is not required because the transaction is subject to streamlined notification procedures for pro forma assignments and transfers by telecommunications carriers. See Memorandum Opinion and Order, 13 FCC Rcd. 6293 (1998).
- 2) The Assignee or Transferee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the Previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application.
- 3) The Assignee or Transferee certifies that grant of this application would not cause the Assignee or Transferee to be in violation of any pertinent cross-ownership, attribution, or spectrum cap rule:  
 \*If the above outcome
- 4) The Assignee or Transferee agrees to assume all obligations and abide by all conditions imposed on the Assignor or Transferor under the subject authorization(s), unless the Federal Communications Commission pursuant to a request made herein otherwise allows, except for liability for any act done by, or any right accrued by, or any suit or proceeding had or commenced against the Assignor or Transferor prior to this assignment.
- 5) The Assignee or Transferee certifies that all statements made in this application and in the exhibits, attachments, or in documents
- 6) The Assignee or Transferee certifies that neither it nor any other party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1998, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance. See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.
- 7) The applicant certifies that it either (1) has an updated Form 602 on file with the Commission, (2) is filing an updated Form 602 simultaneously with this application, or (3) is not required to file Form 602 under the Commission's rules.

IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION

85) Call Sign	86) Radio Service	87) Location Number	88) Path Number (Microwave only)	89) Frequency Number	90) Lower or Center Frequency (MHz)	91) Upper (MHz)	92) Constructed
WPOJ823	AL						

<b>FCC Form 603 Schedule A</b>	<b>Schedule for Assignments of Authorization and Transfers of Control in Auctioned Services</b>	Approved by OMB 3060 - 0800 See instructions for public burden estimate
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**Assignments of Authorization**

**1) Assignee Eligibility for Installment Payments (for assignments of authorization only)**

Is the Assignee claiming the same category or a smaller category of eligibility for installment payments as the Assignor (as determined by the applicable rules governing the licenses issued to the Assignor)?

If 'Yes', is the Assignee applying for installment payments?

**2) Gross Revenues and Total Assets Information (if required) (for assignments of authorization only)**

Year 1 Gross Revenues <i>(current)</i>	Year 2 Gross Revenues	Year 3 Gross Revenues	Total Assets
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**3) Certification Statements**

**For Assignees Claiming Eligibility as an Entrepreneur Under the General Rule**

Assignee certifies that they are eligible to obtain the licenses for which they apply.

**For Assignees Claiming Eligibility as a Publicly Traded Corporation**

Assignee certifies that they are eligible to obtain the licenses for which they apply and that they comply with the definition of a Publicly Traded Corporation, as set out in the applicable FCC rules.

**For Assignees Claiming Eligibility Using a Control Group Structure**

Assignee certifies that they are eligible to obtain the licenses for which they apply.

Assignee certifies that the applicant's sole control group member is a preexisting entity, if applicable.

**For Assignees Claiming Eligibility as a Very Small Business, Very Small Business Consortium, Small Business, or as a Small Business Consortium**

Assignee certifies that they are eligible to obtain the licenses for which they apply.

Assignee certifies that the applicant's sole control group member is a pre-existing entity, if applicable.

**For Assignees Claiming Eligibility as a Rural Telephone Company**

Assignee certifies that they meet the definition of a Rural Telephone Company set out in the applicable FCC rules, and must disclose all Parties to agreement(s) to partition licenses won this auction applicable FCC

**Transfers of Control**

**4) Licensee Eligibility (for transfers of control only)**

As a result of transfer of Control, must the licensee now claim a larger or higher category of eligibility than was originally declared?

If 'Yes', the new category of eligibility of the licensee is:

**Certification Statement for Transferees**

Transferee certifies that the answers provided in Item 4 are true and correct.

<b>FCC Form 603 Schedule B</b>	<b>Partition and Disaggregation Schedule</b>	Approved by OMB 3060 - 0800 See instructions for public burden estimate
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1) Partitioner/Disaggregator Call Sign: WPOJ623

2) Defined Area to be Partitioned		Schedule C # Attached:	
3) Undefined Area to be Partitioned (Complete undefined geographic area attachment)			
4) Population of Partitioned Area			

Geographic Area Partitioned

Spectrum Disaggregated	
Lower Frequency	Upper Frequency
01902.50000	01910.00000
01982.50000	01990.00000

5) Spectrum Disaggregated (in MHz)

(Yes) Partitioner and Partitionee each certify that they will be subject to the same coverage requirements for their respective partitioned areas	(No) Partitioner certifies that the 5 year coverage requirements have been or will be met and that the 10 year coverage requirements must be met for the entire license area
(Option 1)	(Option 2)

6) Coverage Requirements - Partitioning

(No) Disaggregator and Disagregatee each certify that the Disaggregator will maintain responsibility for meeting the applicable coverage requirements for the entire license area.	(No) Disaggregator and Disagregatee each certify that the Disaggregator will maintain responsibility for meeting the applicable coverage requirements for the entire license area.	(Yes) Disaggregator and Disagregatee each certify that they will share responsibility for meeting the applicable coverage requirements for the entire license area.
(Option 1)	(Option 2)	(Option 3)

7) Coverage Requirements - Disaggregation

The copy resulting from Print Preview is intended to be used as a reference copy only and MAY NOT be submitted to the FCC as an application for manual filing.

Attachment List

Attachment Type	Date	Description	Contents
Other	01/08/03	Exhibit A - Lead Application Information	0178130472588569787982894.pdf
Other	01/08/03	Exhibit B - Response to Question 77	0178131912588569787982894.pdf

**EXHIBIT A**  
**DESCRIPTION OF TRANSACTION AND**  
**PUBLIC INTEREST STATEMENT**

**Lead Application Information**

This application is one of fourteen applications being filed in connection with the full and partial assignment of licenses between subsidiaries of AT&T Wireless Services, Inc. and subsidiaries of Cingular Wireless LLC, Meriwether Communications LLC, and Skagit Wireless, LLC. Applicants have designated the application being filed concurrently for the assignment of licenses from Ameritech Mobile Communications, LLC to AT&T Wireless Services of Hawaii, Inc. as the lead application for the transaction (ULS File No. 0001 **146802**). Accordingly, Applicants hereby incorporate by reference Exhibit A of the lead application.

### RESPONSE TO QUESTION 77

Cingular Wireless LLC ("Cingular"), the real party in interest to the assignee, hereby submits this response to Question 77 of the FCC Form 603 concerning allegations against various indirect subsidiaries or affiliates of Cingular. While these cases may fall outside the scope of disclosures required by Question 77, they are nevertheless being reported out of an abundance of caution. **In order to facilitate Commission's review of the pending litigation information, pages 3 and 4 of this exhibit are copies of the cases previously reviewed and approved for Cingular in connection with ULS File No. 0001085730, which was granted on December 28, 2002. The current changes are underlined.**

On March 7, 2000, *In re Cellular Headquarters, Inc.; Cellular Headquarters, Inc. v. Comcast Cellular Communications, Inc., et al.*, No. 00-1067, was filed in the District of New Jersey. Plaintiff, a current sales agent, alleges a breach of the terms of his franchise agreement due to changes in the commission structure for outside sales agents, the alleged failure to "promote" the sales force through advertising, and anticompetitive steps towards outside sales agents. The court conducted a settlement conference in November. The December 10, 2002 trial date has been cancelled. The parties will seek the bankruptcy court's approval of a tentative settlement agreement.

On January 18, 2001, *Westside Cellular, Inc. d/b/a Cellnet of Ohio v. New Par*, Case No. 1:01CV0505, was filed in Cuyahoga County, Ohio against the Cincinnati SMSA Limited Partnership ("CSLP"). AirTouch, Verizon, and others, for damages as a result of Defendants' alleged failure to offer to sell cellular services to Cellnet at the same rates as it sold such service to its retail affiliates. Plaintiff had previously obtained an adverse order on the issue of liability from the Ohio PUC against CSLP and AirTouch. A notice of appeal of the Ohio PUC decision was filed with the Ohio Supreme Court on June 25, 2001, asserting that the claims are preempted by federal law. On December 30, 2002, the Ohio Supreme Court affirmed the PUC order, rejecting Defendants' preemption arguments. The trial court likely will schedule trial for early 2003.

On November 6, 2003, *Valley Cellular Inc. v. Cingular Wireless LLC*, No. A442136, was filed in the District Court of Clark County, Nevada. Plaintiff is a former exclusive dealer of Defendant's products. On behalf of itself and similarly situated persons. Plaintiff alleges that Defendant inappropriately converted Plaintiffs business for itself by, among other things, opening retail locations immediately adjacent to Plaintiff's retail locations. Plaintiff alleges breach of contract, fraud, interference with prospective economic advantage, and conspiracy, including unfair competition. In response to a motion by Cingular, on February 14, 2002, the Court ordered that the matter be resolved through binding arbitration pursuant to the parties' agency agreement. Although the Court declined to issue a preliminary injunction ordering Plaintiff to comply with the non-compete provision in the parties' agency agreement, it granted a

preliminary injunction enjoining Plaintiff from using Cingular's trademarks and confidential subscriber and business information. On March 20, 2002, Cingular filed a Demand for Arbitration. Plaintiff had twenty days to respond but failed to do so. The parties have agreed upon a single arbitrator.

On March 1, 2002, *United States Cellular Telephone & Greater Tulsa, L.L.C. v. SBC Communications, Inc.*, No. 02CV0163C (J), was filed in the U.S. District Court for the Northern District of Oklahoma. SBC Communications, Inc. and SWB Telephone, L.P. ("SWBT") are defendants. The complaint alleges that because of land use (residential zoning) restrictions, the roof of a telephone building owned by Defendants is an "essential facility" to which Defendants have permitted access by an affiliate (Cingular) while denying access to Plaintiff. Cingular is not a defendant. Among other things, the complaint alleges that Defendants have violated § 2 of the Sherman Act by treating United States Cellular less favorably than Cingular with respect to the claimed "essential facility."

On or around August 23, 2002, an action styled *Millen, et al. v. AT&T Wireless PCS, LLC, et al.* was filed in the U.S. District Court for the District of Massachusetts (Case No. 02-11689 RGS). Cingular Wireless LLC is a named defendant along with several other wireless companies. Plaintiffs seek to certify a class of wireless customers in the Boston metropolitan area. Plaintiffs allege that defendants market handsets and wireless services through tying arrangements and that defendants monopolize markets for handsets. Plaintiffs seek damages and injunctive relief under the Sherman Act.

On or around September 20, 2002, an action styled *Truong, et al v. AT&T Wireless PCS, LLC, et al.* was filed in the U.S. District Court for the Northern District of California (Case No. C 02 4580). This complaint is similar to the Millen complaint filed in the U.S. District Court for the District of Massachusetts. Cingular has not yet been served.

On or around September 27, 2002, an action styled *Morales, et al. v. AT&T Wireless PCS, LLC, et al.* was filed in the U.S. District Court for the Southern District of Texas (Case No. L-02-CV120). This complaint is similar to the Millen complaint filed in the U.S. District Court for the District of Massachusetts. Cingular has received service.

On or around September 30, 2002, an action styled *Beeler, et al. v. AT&T Cellular Services, Inc., et al.* was filed in the U.S. District Court for the Northern District of Illinois (Case No. 02C 6975). This complaint is similar to the Millen complaint filed in the U.S. District Court for the District of Massachusetts. Cingular has received service.

### RESPONSE TO QUESTION 77

On March 7, 2000, *In re Cellular Headquarters, Inc.; Cellular Headquarters, Inc. v. Comcast Cellular Communications, Inc., et al.*, No. 00-1067, was filed in the District of New Jersey. Plaintiff, a current sales agent, alleges a breach of the terms of his franchise agreement due to changes in the commission structure for outside sales agents, the alleged failure to "promote" the sales force through advertising, and anticompetitive steps towards outside sales agents. Pursuant to a Consent Scheduling Order, the discovery deadlines and trial date have been rescheduled as follows: a settlement conference has been scheduled for November 1, 2002; and trial has been set for December 10, 2002.

On January 18, 2001, *Westside Cellular, Inc. d/b/a Cellnet of Ohio v. Newfar*, Case No. 1:01CV0505, was filed in Cuyahoga County, Ohio against the Cincinnati SMSA Limited Partnership ("CSLP"), AirTouch, Verizon, and others, for damages as a result of Defendants' alleged failure to offer to sell cellular services to Cellnet at the same rates as it sold such service to its retail affiliates. Plaintiff had previously obtained an adverse order on the issue of liability from the Ohio PUC against CSLP and AirTouch. A notice of appeal of the Ohio PUC decision was filed with the Ohio Supreme Court on June 25, 2001, asserting that the claims are preempted by federal law. Oral argument has been scheduled for November 13. This damages action has been remanded to the state court which has denied Defendants' request to stay the action pending the appeal. Trial is set for December 2, 2002.

On November 6, 2001, *Valley Cellular Inc. v. Cingular Wireless LLC, No. A442136*, was filed in the District Court of Clark County, Nevada. Plaintiff is a former exclusive dealer of Defendant's products. On behalf of itself and similarly situated persons, Plaintiff alleges that Defendant inappropriately converted Plaintiff's business for itself by, among other things, opening retail locations immediately adjacent to Plaintiff's retail locations. Plaintiff alleges breach of contract, fraud, interference with prospective economic advantage, and conspiracy, including unfair competition. In response to a motion by Cingular, on February 14, 2002, the Court ordered that the matter be resolved through binding arbitration pursuant to the parties' agency agreement. Although the Court declined to issue a preliminary injunction ordering Plaintiff to comply with the non-compete provision in the parties' agency agreement, it granted a preliminary injunction enjoining Plaintiff from using Cingular's trademarks and confidential subscriber and business information. On March 20, 2002, Cingular filed a Demand for Arbitration. Plaintiff had twenty days to respond but failed to do so. The parties have agreed upon a single arbitrator.

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