complete with the exception of the exchange of expert reports. Cingular is awaiting the overdue expert report for Z-Page. There is currently no trial date scheduled.

Foundation for Taxpayer and Consumer Rights v. Cingular Wireless, AWS, T-Mobile. (Superior Court for County of Los Angeles, California) Filed on June 7, 2004. This action, purportedly brought "on behalf of the general public," alleges that the practice by the GSM carries of locking handsets "thwarts" LNP and violates California Business and Professions Code sections 17200 and 17500. The complaint also alleges that defendants' conduct constitutes unlawful tying (in violation of California's antitrust statute) by requiring customers to purchase the carrier's authorized handset in order to access the carrier's network. The complaint seeks injunctive relief and restitution. On August 18, 2004 *Michael Freeland v. AT&T Cellular Services, Inc., et al.* (Case No. C-04-3366) was filed in the U.S. District Court for the Northern District of California asserting similar claims under California state law.

On or about September 5, 2001, the second amended complaint in a case captioned *DiBraccio v. AT&T Wireless Services, Inc., et al.* was filed in Florida State Court (Eleventh Judicial Circuit, in and for Miami-Dade County) (Case No. 99-20450 CA-20_The Company is named as a defendant, along with ABC Cellular Corp., a reseller of wireless services and handsets in South Florida. Plaintiff seeks damages for alleged monopolization of wireless phone services in South Florida under Section 542.19 of the Florida Statutes and conspiracy to monopolize under the same statute. Recently, DiBraccio was removed as the trustee, and the case name was revised to *Kapila*, to reflect the new trustee, Soneet Kapila.

FCC 603	FCC Wireless Telecommunications Bureau Application for Assignments of Authorization and Transfers of Control	Approved by OMB 3060 - 0800 See instructions for public burden estimate Submitted 12/16/2004 at 03:05PM File Number: **0001966782**

1) Application Purpose: **Amendment**	
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: **0001966782**
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? **Yes**
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? **No**
4) For assignment of authorization only, is this a partition and/or disaggregation? **No**
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 (call signs) 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? **Sale or other assignment or transfer of stock** 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): **0011593241**			
11) First Name (if individual):	MI:	Last Name:	Suffix:
12) Entity Name (if not an individual): **OK-3 Cellular, LLC**			
13) Attention To: **Kellye E. Abernathy**			
14) P.O. Box:	And / Or	15) Street Address: **17330 Preston Road, Suite 100A**	
16) City: **Dallas**		17) State: **TX**	18) Zip Code: **75252**
19) Telephone Number: **(972)733-2092**		20) FAX Number: **(972)733-8140**	
21) E-Mail Address:			

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

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

Transferor Information (for transfers of control only)

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:			

Name of Transferor Contact Representative (if other than Transferor) (for transfers of control only)

34) First Name:	MI:	Last Name:	Suffix:
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:	
43) E-Mail Address:			

Assignee/Transferee Information

44) The Assignee is a(n): **Limited Liability Corporation**			
45) FCC Registration Number (FRN): **0012284394**			
46) First Name (if individual):	MI:	Last Name:	Suffix:
47) Entity Name (if other than individual): **ALLTEL Newco LLC**			
48) Name of Real Party in Interest:		49) TIN:	
50) Attention To: **Kellye E. Abernathy**			
51) P.O. Box:	And / Or	52) Street Address: **17330 Preston Road, Suite 100A**	
53) City: **Dallas**		54) State: **TX**	55) Zip Code: **75252**
56) Telephone Number: **(972)733-2092**		57) FAX Number: **(972)733-8141**	
58) E-Mail Address:			

Name of Assignee/Transferee Contact Representative (if other than Assignee/Transferee)

59) First Name: **David**	MI: **G**	Last Name: **Richards**	Suffix:
60) Company Name: **Cingular Wireless LLC**			
61) P.O. Box:	And / Or	62) Street Address: **5565 Glenridge Connector, Suite 1700**	
63) City: **Atlanta**		64) State: **GA**	65) Zip Code: **30342**
66) Telephone Number: **(404)236-5543**		67) FAX Number: **(404)236-5575**	
68) E-Mail Address:			

Alien Ownership Questions

69) Is the Assignee or Transferee a foreign government or the representative of any foreign government?	**No**
70) Is the Assignee or Transferee an alien or the representative of an alien?	**No**
71) Is the Assignee or Transferee a corporation organized under the laws of any foreign government?	**No**
72) Is the Assignee or Transferee a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	**No**
73) Is the Assignee or Transferee directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? If 'Yes', attach exhibit explaining nature and extent of alien or foreign ownership or control.	**No**

Basic Qualification Questions

74) Has the Assignee or Transferee or any party to this application had any FCC station authorization, license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission? If 'Yes', attach exhibit explaining circumstances.	**No**
75) Has the Assignee or Transferee or any party to this application, or any party directly or indirectly controlling the Assignee or Transferee, or any party to this application ever been convicted of a felony by any state or federal court? If 'Yes', attach exhibit explaining circumstances.	**No**
76) Has any court finally adjudged the Assignee or Transferee, or any party directly or indirectly controlling the Assignee or Transferee guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition? If 'Yes', attach exhibit explaining circumstances.	**No**
77) Is the Assignee or Transferee, or any party directly or indirectly controlling the Assignee or Transferee currently a party in any pending matter referred to in the preceding two items? If 'Yes', attach exhibit explaining circumstances.	**Yes**

78) **Race, Ethnicity, Gender of Assignee/Transferee** (Optional)

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

Fee Status

79) Is the applicant exempt from FCC application fees? **No**
80) Is the applicant exempt from FCC regulatory fees? **Yes**

Assignor/Transferor Certification Statements

1) The Assignor or Transferor 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 Assignor or Transferor certifies that all statements made in this application and in the exhibits, attachments, or in documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.
Typed or Printed Name of Party Authorized to Sign

81) First Name: **CAROL**	MI: **L**	Last Name: **TACKER**	Suffix:

82) Title: **VP-ASST. GEN. COUNSEL & CORP. SECRETARY**	
Signature: **CAROL L TACKER**	83) Date: **12/16/04**

Assignee/Transferee Certification Statements

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 applicant has sought a waiver of any such rule in connection with this application, it may make this certification subject to the outcome of the waiver request.

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 accured 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 incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.

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.

Typed or Printed Name of Party Authorized to Sign

84) First Name: **CAROL**	MI: **L**	Last Name: **TACKER**	Suffix:
85) Title: **VP-ASST. GEN. COUNSEL & CORP. SECRETARY**			
Signature: **CAROL L TACKER**		86) Date: **12/16/04**	

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

Authorizations To Be Assigned or Transferred

87) Call Sign	88) Radio Service	89) Location Number	90) Path Number (Microwave only)	91) Frequency Number	92) Lower or Center Frequency (MHz)	93) Upper Frequency (MHz)	94) Constructed Yes / No	95) Assigment Indicator
KNKN627	**CL**						**Yes**	**Full**

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

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)

Refer to applicable auction rules for method to determine required gross revenues and total assets information

Year 1 Gross Revenues (current)	Year 2 Gross Revenues	Year 3 Gross Revenues	Total Assets:

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 pre-existing 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 as set out in the applicable FCC rules, and must disclose all parties to agreement(s) to partition licenses won in this auction. See applicable FCC rules.

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.

Attachment List

Attachment Type	Date	Description	Contents

Other	12/09/04	Exhibits	01798098929247908531985 44.pdf

DESCRIPTION OF *PRO FORMA* ASSIGNMENT AND PUBLIC INTEREST STATMENT

Assignor respectfully requests Commission consent to the *pro forma* assignment of the Cellular Radiotelephone Service and/or broadband Personal Communications Service license(s) specified in Attachment A from Assignor to ALLTEL Newco LLC ("Newco").[1] The *pro forma* assignment is an interim step to a larger transaction for which an application is being filed separately seeking Commission approval of a non-*pro forma* transfer of control of Newco. The subject transaction is intended to comply with certain of the divestiture provisions of the *Memorandum Opinion and Order* in *Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation*, WT Docket No. 04-70, FCC 04-255 (rel. Oct. 26, 2004). Assignor and Newco are each indirect wholly-owned subsidiaries of Cingular Wireless LLC ("Cingular").[2] Because control of the subject authorization(s) both before and after the assignment remains with Cingular, the assignment is *pro forma* in nature.[3]

The Commission has previously stated that "where no substantial change of control will result from the transfer or assignment, grant of the application is deemed presumptively in the public interest."[4] The instant transaction is *pro forma* in nature because it involves a non-substantial assignment and is therefore presumptively in the public interest.[5]

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[1] Although the subject *pro forma* assignment qualifies for after-the-fact notification pursuant to the Commission's forbearance procedures, *see* 47 C.F.R. § 1.948(c)(1), the parties are seeking prior Commission approval for business purposes.

[2] A FCC Form 602 providing ownership information for Cingular and its wholly-owned affiliates is on file. Based on the prior guidance from the Wireless Telecommunications Bureau, the Form 602 for Cingular satisfies the ownership reporting requirements of Sections 1.919 and 1.2112(a) of the Commission's rules for assignees that are wholly-owned subsidiaries of Cingular. *See* 47 C.F.R. §§ 1.919, 1.2112(a); *see also Wireless Telecommunications Bureau Answers Frequently Asked Questions Concerning Reporting of Ownership Information on FCC Form 602, Public Notice*, 14 F.C.C.R. 8261, 8264-65 (WTB 1999).

[3] *See Federal Communications Bar Association's Petition for Forbearance from Section 310(d) of the Communications Act Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers, Memorandum Opinion and Order*, 13 F.C.C.R. 6293, 6298-99 (1998). The parties note that Cingular may be undergoing a further internal reorganization at the end of the 2004 calendar year, pursuant to which certain Cingular licensee subsidiaries, including Assignor, may be consolidated on a *pro forma* basis into other Cingular licensee subsidiaries. In such case, the parties will file a minor amendment to the instant application to note the *pro forma* change in the Assignor.

[4] *Id.* at 6295.

[5] *Id.*

LICENSES

Licensee	Call Sign	Service	Block	Market #	Market Name	Frequencies (MHz)	Geographic Area
AMT Cellular, LLC	WQBT341	PCS	B	MTA028	Memphis-Jackson	1880-1885; 1960-1965	The Following Counties: Fulton, KY
AMT Cellular, LLC	WQBT341	PCS	B	MTA028	Memphis-Jackson	1882.5-1885; 1962.5-1965	The Following Counties: Calhoun, MS Chickasaw, MS Monroe, MS
BellSouth Mobility LLC	WQBT351	PCS	F	BTA419	Shreveport, LA	1890-1895; 1970-1975	The Following County: Shelby, TX
Houston MTA, L.P.	WQBT358	PCS	B	MTA014	Houston	1875-1882.5 1955-1962.5	The Following Counties: Jasper, TX Newton, TX Tyler, TX
Houston MTA, L.P.	WQBT358	PCS	B	MTA014	Houston	1875-1880; 1955-1960	The Following Counties: Angelina, TX Nacogdoches, TX Sabine, TX San Augustine, TX
Houston MTA, L.P.	WQBT358	PCS	B	MTA014	Houston	1880-1885; 1960-1965	The Following County: Leon, TX
Litchfield Acquisition, LLC (f/k/a Litchfield Acquisition Corporation)	KNKN833	Cellular	A	CMA357	Connecticut 1-- Litchfield	824.04-834.99; 869.04-879.99; 845.01-846.48; 890.01-891.48	The Following County: Litchfield, CT
McCaw Communications of Gainesville, TX, LP	KNKN472	Cellular	A	CMA657	Texas 6-Jack	824.04-834.99; 869.04-879.99; 845.01-846.48; 890.01-891.48	The Following Counties: Cooke, TX Jack, TX Montague, TX Palo Pinto, TX
Midwest Cellular Telephone Limited Partnership	KNKA369	Cellular	A	CMA045	Oklahoma City, OK	824.04-834.99; 869.04-879.99; 845.01-846.48; 890.01-891.48	The Following Counties: Canadian, TX Cleveland, TX McClain, TX Oklahoma, TX Pottawatomie, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT325	PCS	E	BTA121	Eagle Pass-Del Rio, TX	1885-1887.5; 1965-1967.5	The Following Counties: Dimmit, TX Kinney, TX Maverick, TX Val Verde, TX Zavala, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT323	PCS	E	BTA400	San Angelo, TX	1885-1887.5; 1965-1967.5	The Following County: Edwards, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	KNLG571	PCS	E	BTA456	Victoria, TX	1885-1890; 1965-1970	The Following County: Calhoun, TX DeWitt, TX Goliad, TX Jackson, TX Lavaca, TX Victoria, TX

Licensee	Call Sign	Service	Block	Market #	Market Name	Frequencies (MHz)	Geographic Area
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT318	PCS	A	MTA026	Louisville	1860-1865; 1940-1945	The Following Counties: Ballard, KY Calloway, KY Carlisle, KY Graves, KY Hickman, KY McCracken, KY Marshall, KY
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT324	PCS	A	MTA046	Wichita	1850-1860; 1930-1940	The Following Counties: Butler, KS Sedgwick, KS
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT319	PCS	D	BTA101	Dallas-Fort Worth, TX	1865-1870; 1945-1950	The Following Counties: Cooke, TX Freestone, TX Navarro, TX Palo Pinto, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT320	PCS	E	BTA101	Dallas-Fort Worth, TX	1885-1890; 1965-1970	The Following Counties: Cooke, TX Palo Pinto, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT328	PCS	E	BTA130	Enid, OK	1885-1890; 1965-1970	The Following County: Grant, OK
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT321	PCS	D	BTA318	New Haven, CT	1865-1870; 1945-1950	The Following County: Litchfield, CT
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT322	PCS	E	BTA318	New Haven, CT	1885-1890; 1965-1970	The Following County: Litchfield, CT
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT331	PCS	E	BTA329	Oklahoma City, OK	1885-1890; 1965-1970	The Following Counties: Canadian, OK Cleveland, OK Lincoln, OK Logan, OK McClain, OK Oklahoma, OK Pottawatomie, OK
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT326	PCS	E	BTA418	Sherman-Denison, TX	1885-1890; 1965-1970	The Following County: Grayson, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT330	PCS	E	BTA448	Tulsa, OK	1885-1890; 1965-1970	The Following County: Pawnee, OK
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT329	PCS	E	BTA473	Wichita Falls, TX	1885-1890; 1965-1970	The Following Counties: Jack, TX Montague, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	WQBT327	PCS	B	MTA028	Memphis-Jackson	1880-1882.5; 1960-1962.5	The Following Counties: Calhoun, MS Chickasaw, MS Monroe, MS

Licensee	Call Sign	Service	Block	Market #	Market Name	Frequencies (MHz)	Geographic Area
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	KNLG405	PCS	E	BTA099	Corpus Christi, TX	1885-1890; 1965-1970	The Following Counties: Aransas, TX Bee, TX Brooks, TX Duval, TX Jim Wells, TX Kenedy, TX Kleberg, TX Live Oak, TX Nueces, TX Refugio, TX San Patricio, TX
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	KNLG516	PCS	E	BTA354	Ponca City, OK	1885-1890; 1965-1970	The Following County: Kay, OK
New Cingular Wireless PCS, LLC (f/k/a AT&T Wireless PCS, LLC)	KNLG556	PCS	E	BTA433	Stillwater, OK	1885-1890; 1965-1970	The Following Counties: Noble, OK Payne, OK
OK-3 Cellular, LLC	KNKN627	Cellular	A	CMA598	Oklahoma 3-Grant	824.04-834.99; 869.04-879.99; 845.01-846.48; 890.01-891.48	The Following Counties: Grant, OK Kay, OK Lincoln, OK Logan, OK Noble, OK Pawnee, OK Payne, OK
TeleCorp Holding Corp. II, L.L.C.	WQBT350	PCS	F	BTA290	Memphis, TN	1890-1895; 1970-1975	The Following Counties: Grenada, MS Yalobusha, MS
TeleCorp PCS, L.L.C.	WQBT314	PCS	B	MTA028	Memphis-Jackson	1870-1880; 1950-1960	The Following Counties: Fulton, KY Grenada, MS Yalobusha, MS
TeleCorp PCS, L.L.C.	WQBT313	PCS	A	MTA026	Louisville	1850-1860; 1930-1940	The Following Counties: Ballard, KY Calloway, KY Carlisle, KY Graves, KY Hickman, KY McCracken, KY Marshall, KY
Texas Cellular Telephone Company, L.P.	KNKA606	Cellular	A	CMA292	Sherman-Denison, TX	824.04-834.99; 869.04-879.99; 845.01-846.48; 890.01-891.48	The Following County: Grayson, TX
Tritel A/B Holding, LLC (f/k/a Tritel A/B Holding Corp.)	WQBT315	PCS	A	MTA026	Louisville-Lexington-Evansville	1850-1860; 1930-1940	The Following County: Daviess, KY
Tritel A/B Holding, LLC (f/k/a Tritel A/B Holding Corp.)	WQBT316	PCS	B	MTA028	Memphis-Jackson	1870-1880; 1950-1960	The Following Counties: Calhoun, MS Chickasaw, MS Monroe, MS
Tritel A/B Holding, LLC (f/k/a Tritel A/B Holding Corp.)	WQBT316	PCS	B	MTA028	Memphis-Jackson	1870-1875; 1950-1955	The Following Counties: Clay, MS
Tritel C/F Holding, LLC (f/k/a Tritel C/F Holding Corp.)	WQBT352	PCS	C	BTA102	Dalton, GA	1907.5-1910; 1987.5-1990	The Following Counties: Murray, GA Whitfield, GA

Licensee	Call Sign	Service	Block	Market #	Market Name	Frequencies (MHz)	Geographic Area
Tritel C/F Holding, LLC (f/k/a Tritel C/F Holding Corp.)	WQBT354	PCS	C	BTA384	Rome, GA	1907.5-1910; 1987.5-1990	The Following Counties: Floyd, GA Polk, GA
Tritel C/F Holding, LLC (f/k/a Tritel C/F Holding Corp.)	WQBT353	PCS	C	BTA338	Owensboro, KY	1895-1907.5; 1975-1987.5	The Following County: Daviess, KY

RESPONSE TO QUESTION 77

Cingular Wireless LLC ("Cingular"), the real party in interest, 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. **Pending litigation information for Cingular was previously reviewed and approved in connection with ULS File No. 0001916242, which was granted on October 29, 2004. In order to facilitate Commission review, changes to that previously-approved pending litigation information are underlined below.**

On March 1, 2002, *United States Cellular Telephone of 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.

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.

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.

On or around January 10, 2003, an action styled *Brook, et al. v. AT&T Cellular Services, Inc. et al.* was filed in the U.S. District Court for the Southern District of New York (Case No. 02 Civ. 2637 (DLC)). This action was originally filed as a putative consumer class action alleging certain antitrust violations against a number of carriers in the New York area. The January 10 filing is an amended complaint that was amended to include Cingular Wireless as a defendant, and to drop price fixing and market allocation counts and to add a monopolization count. The amended complaint thus now includes the same defendants and the same tying and monopolization claims included in the *Millen, Truong, Morales* and *Beeler* cases mentioned above. On February 21, 2003, Cingular, along with the other 4 carrier defendants in Brook, filed a motion to dismiss that case for failure to state a claim under Rule 12(b)(6).

In fall of 2002, the defendants in *Millen, Truong, Morales, Beeler and Brook*, including Cingular, filed a motion with the Judicial Panel on Multi-District Litigation seeking to consolidate all five actions for pretrial purposes. Plaintiffs' counsel (who is the same in each case) did not oppose this motion, which was granted on March 5, 2003. The actions have been consolidated and transferred to the Southern District of New York as MDL-1513—*In re Wireless Telephone Services Antitrust Litigation.*

On August 11, 2003, the court in MDL-1513 issued an order consolidating *Millen, Truong, Morales, Beeler and Brook* for pretrial purposes. The court is treating the complaint in Brook as the consolidated complaint. On August 12, 2003, the court issued an order granting in part and denying in part defendants' motion to dismiss. The court dismissed five of the six claims in all five cases (the monopolization claims). In the remaining claim, plaintiffs allege that the carriers tied the sale of wireless service to the purchase of wireless handsets. The plaintiffs have since filed a Consolidated Amended Class Action Complaint.

American Cellular Network Company, LLC, d/b/a Cingular Wireless v. Capital Management Communications, Inc., d/b/a CMCI, C.A. No. 02-15175 (Montg. CCP): CMCI resells Cingular's wireless service pursuant to a 1992 Settlement Agreement. In August 2002, Cingular instituted litigation to terminate CMCI's agreement citing CMCI's refusal to participate in a contractually required migration of customers and recovery of past due balances. CMCI has asserted counterclaims for breach of contract and tortious interference with contract claiming Cingular failed to provide free or discounted phones and customers service support for CMCI's customer base. CMCI also denies it owes Cingular any monies. After discussions between the parties, it was agreed that the suit filed by American Cellular and CMCI's counterclaim would be dismissed. The parties are in the process of negotiating a new contract.

On or around February 28, 2003, an action styled *Unity Communications, Inc. v. BellSouth Cellular Corp; BellSouth Corp.; and Cingular Wireless LLC*, was filed in the U.S.

District Court for the Southern District of Mississippi (Civil Action No. 2:03CV115PG). Plaintiff is a former reseller who alleges that Defendants refused to provide it digital services in violation of 251(c) of the Telecommunications Act, refused to provide it support in violation of 201(a) and (b) of the Communications Act, charged discriminatory rates under 202(a) of the Communications Act, conspired to eliminate competition in violation of Section 1 of the Sherman Act, engaged in monopolization in violation of Section 2 of the Sherman Act, and committed breach of contract and tortious breach of contract. At a preliminary hearing on August 15, 2003, the plaintiff agreed to dismiss the claims made under Section 251(c) of the Communications Act, as well as three of the state law claims. In addition, BellSouth Cellular Corp., which no longer exists, was dismissed as a defendant. The Court ordered the parties to conduct discovery on the question whether all of plaintiff's claims are barred either under the doctrines of accord and satisfaction or by virtue of a release executed by the plaintiff in favor of Cingular Wireless in 2001. After this discovery, Cingular filed its motion for summary judgment on the grounds of release and accord and satisfaction. All other issues in the case were stayed pending resolution of these issues.

Due to Judge Pickering's appointment to the 5th Circuit Court of Appeals, the case was recently reassigned to Judge Stanwood Duval (E.D. La.) who set the hearing for Cingular's motion for summary judgment on October 20, 2004. The Court denied Cingular's motion at that hearing. Because the Court found that its order involved controlling issues of law and the issues presented close questions and were dispositive of the case, the Court certified its order denying Cingular's motion for interlocutory appeal pursuant to 28 U.S.C. 1292(b). Cingular will be pursuing the interlocutory appeal to the 5th Circuit.

Cell Comp v. Cingular Wireless, No. 2003-12-6181-D (District Court Cameron County Texas): Cell Comp is an authorized agent for Cingular Wireless in the South Texas market. Cell Comp alleges that after it signed an agency agreement in 2002, it began to "experience difficulties" with Cingular including unilateral changes in compensation, unrealistic demands on activations and improper cancellations. Cell Comp. claims breach of contract, fraud, fraudulent inducement, deceptive trade practices, conversion, conspiracy and tortious interference. The court reinstated this case on the active docket following Cingular's written response to Cell Comp's deceptive trade claims. The parties are in the process of exchanging written discovery.

Dash Retail v. Cingular, (Arbitration through AAA per Agency Agreement): Dash Retail approached Cingular to operate as an authorized agent in the Philadelphia region. Shortly after entering an agreement that would govern the relationship, Cingular discovered Dash or its predecessor in interest was not free of contractual obligations it had as an agent of T-Mobile. Upon learning of this information, Cingular refused to advance Dash certain funds and terminated its agreement. Dash has filed a claim for arbitration to recover the funds that were not advanced and for lost profits it claims it would have earned under the agreement. Dash also claims the termination of the contract was wrongful. An arbitrator has been selected. The

parties have initiated written discovery. The arbitration hearing is currently scheduled for February 28-March 4, 2005.

Harvard Cellular v. Cingular, (Arbitration through AAA per Agency Agreement): Harvard claimed that it relied upon representations by Cingular representatives before entering into an agency agreement and opening 5 locations in Manhattan. After disappointing sales, Harvard closed all 5 of its stores within 6 months of Cingular's entry into the New York City market. Harvard claimed, *inter alia*, that it relied upon representations of projected activations for Cingular in the New York City region and promises that it could conduct B2B sales. Harvard claimed that Cingular reduced its advertising budget and changed its business model resulting in lower sales. Harvard also claimed its attempts to pursue B2B sales were thwarted by Cingular. Finally Harvard claimed that its relationship with Cingular constituted a franchise under NY law and as such, it was entitled to damages associated with rescission of the agreement. Harvard also claimed that Cingular has indemnity obligation for any remaining obligations that Harvard has under the leases for its NY locations that were closed. Harvard also made a lost profit claim. The arbitrator awarded damages to Cingular and denied each of Harvard's counterclaims. Cingular has initiated a proceeding in the New York State Court to reduce the arbitration award to a judgment. Harvard Cellular has filed a motion in the same court to vacate the arbitration award. Cingular filed its reply to Harvard's motion to vacate. The parties are awaiting a notice from the court advising the parties whether a hearing will be scheduled.

Sinclair Interest (One Source Wireless) v. Cingular (No. 04-E-0131-C) District Court Matagorda County, Texas: One Source is an authorized agent for Cingular Wireless in the South Texas market. It alleges that Cingular unilaterally changed compensation schedules and made unrealistic demands with respect to activations and improperly cancelled customers. One Source claims breach of contract, fraud, conversion, conspiracy, and tortious interference. The case was removed to the federal court on the basis of diversity jurisdiction; however, because this federal circuit examines the citizenship of the members of a limited liability company when determining diversity, the plaintiff's motion to remand was not opposed upon confirmation that the citizenship of certain members of the limited liability companies at issue would destroy diversity. Accordingly, the case was remanded to the Texas state court on July 7, 2004. The District Court of Matagorda County denied Cingular's motion to transfer the case to another county within Texas where One Source has more store locations. The parties are now in the process of exchanging written discovery requests. The case is on the trial calendar for the spring of 2005.

Z-Page v. Southwestern Bell Wireless (District Court, Cameron County Texas) Z-Page claims in this suit that Cingular made fraudulent representations to induce Z-Page to open approximately 27 stores in Texas, and shortly thereafter changed its commission schedule. Z-Page also claims that Cingular interfered with Z-Page's efforts to sell its business. Z-Page is claiming damages for breach of contract and tortious interference of approximately $10 M and is also making a punitive damage claim. Cingular has counter-claimed for unpaid refund of market development funds and return of monies paid for fraudulent advertisement invoices. Discovery is

complete with the exception of the exchange of expert reports. Cingular is awaiting the overdue expert report for Z-Page. There is currently no trial date scheduled.

Foundation for Taxpayer and Consumer Rights v. Cingular Wireless, AWS, T-Mobile. (Superior Court for County of Los Angeles, California) Filed on June 7, 2004. This action, purportedly brought "on behalf of the general public," alleges that the practice by the GSM carries of locking handsets "thwarts" LNP and violates California Business and Professions Code sections 17200 and 17500. The complaint also alleges that defendants' conduct constitutes unlawful tying (in violation of California's antitrust statute) by requiring customers to purchase the carrier's authorized handset in order to access the carrier's network. The complaint seeks injunctive relief and restitution. On August 18, 2004 *Michael Freeland v. AT&T Cellular Services, Inc., et al.* (Case No. C-04-3366) was filed in the U.S. District Court for the Northern District of California asserting similar claims under California state law.

On or about September 5, 2001, the second amended complaint in a case captioned *DiBraccio v. AT&T Wireless Services, Inc., et al.* was filed in Florida State Court (Eleventh Judicial Circuit, in and for Miami-Dade County) (Case No. 99-20450 CA-20_The Company is named as a defendant, along with ABC Cellular Corp., a reseller of wireless services and handsets in South Florida. Plaintiff seeks damages for alleged monopolization of wireless phone services in South Florida under Section 542.19 of the Florida Statutes and conspiracy to monopolize under the same statute. Recently, DiBraccio was removed as the trustee, and the case name was revised to *Kapila*, to reflect the new trustee, Soneet Kapila.

FCC 603	FCC Wireless Telecommunications Bureau Application for Assignments of Authorization and Transfers of Control	Approved by OMB 3060 - 0800 See instructions for public burden estimate Submitted 01/10/2005 at 04:27PM File Number: **0001966782**

1) Application Purpose: **Amendment**	
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: **0001966782**
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? **Yes**
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? **No**
4) For assignment of authorization only, is this a partition and/or disaggregation? **No**
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 (call signs) 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? **Sale or other assignment or transfer of stock** 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): **0011593241**			
11) First Name (if individual):	MI:	Last Name:	Suffix:
12) Entity Name (if not an individual): **New Cingular Wireless PCS, LLC**			
13) Attention To: **Kellye E. Abernathy**			
14) P.O. Box:	And / Or	15) Street Address: **17330 Preston Road, Suite 100A**	
16) City: **Dallas**		17) State: **TX**	18) Zip Code: **75252**
19) Telephone Number: **(972)733-2092**		20) FAX Number: **(972)733-8140**	
21) E-Mail Address:			

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

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

Transferor Information (for transfers of control only)

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:			

Name of Transferor Contact Representative(if other than Transferor) (for transfers of control only)

34) First Name:	MI:	Last Name:	Suffix:
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:	
43) E-Mail Address:			

Assignee/Transferee Information

44) The Assignee is a(n): **Limited Liability Corporation**			
45) FCC Registration Number (FRN): **0012284394**			
46) First Name (if individual):	MI:	Last Name:	Suffix:
47) Entity Name (if other than individual): **ALLTEL Newco LLC**			
48) Name of Real Party in Interest:		49) TIN:	
50) Attention To: **Kellye E. Abernathy**			
51) P.O. Box:	And / Or	52) Street Address: **17330 Preston Road, Suite 100A**	
53) City: **Dallas**		54) State: **TX**	55) Zip Code: **75252**
56) Telephone Number: **(972)733-2092**		57) FAX Number: **(972)733-8141**	
58) E-Mail Address:			

Name of Assignee/Transferee Contact Representative(if other than Assignee/Transferee)

59) First Name: **David**	MI: **G**	Last Name: **Richards**	Suffix:
60) Company Name: **Cingular Wireless LLC**			
61) P.O. Box:	And / Or	62) Street Address: **5565 Glenridge Connector, Suite 1700**	
63) City: **Atlanta**		64) State: **GA**	65) Zip Code: **30342**
66) Telephone Number: **(404)236-5543**		67) FAX Number: **(404)236-5575**	
68) E-Mail Address:			

Alien Ownership Questions

69) Is the Assignee or Transferee a foreign government or the representative of any foreign government?	**No**
70) Is the Assignee or Transferee an alien or the representative of an alien?	**No**
71) Is the Assignee or Transferee a corporation organized under the laws of any foreign government?	**No**
72) Is the Assignee or Transferee a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country?	**No**
73) Is the Assignee or Transferee directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? If 'Yes', attach exhibit explaining nature and extent of alien or foreign ownership or control.	**No**

Basic Qualification Questions

74) Has the Assignee or Transferee or any party to this application had any FCC station authorization, license or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license, construction permit denied by the Commission? If 'Yes', attach exhibit explaining circumstances.	**No**
75) Has the Assignee or Transferee or any party to this application, or any party directly or indirectly controlling the Assignee or Transferee, or any party to this application ever been convicted of a felony by any state or federal court? If 'Yes', attach exhibit explaining circumstances.	**No**
76) Has any court finally adjudged the Assignee or Transferee, or any party directly or indirectly controlling the Assignee or Transferee guilty of unlawfully monopolizing or attempting unlawfully to monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition? If 'Yes', attach exhibit explaining circumstances.	**No**
77) Is the Assignee or Transferee, or any party directly or indirectly controlling the Assignee or Transferee currently a party in any pending matter referred to in the preceding two items? If 'Yes', attach exhibit explaining circumstances.	**Yes**

78) **Race, Ethnicity, Gender of Assignee/Transferee** (Optional)

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

Fee Status

79) Is the applicant exempt from FCC application fees? **No**
80) Is the applicant exempt from FCC regulatory fees? **Yes**

Assignor/Transferor Certification Statements

1) The Assignor or Transferor 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 Assignor or Transferor certifies that all statements made in this application and in the exhibits, attachments, or in documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.			
Typed or Printed Name of Party Authorized to Sign			
81) First Name: **Carol**	MI: **L**	Last Name: **Tacker**	Suffix:

82) Title: **VP-Asst. Gen. Counsel & Corp. Secretary**	
Signature: **Carol L Tacker**	83) Date: **01/10/05**

Assignee/Transferee Certification Statements

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 applicant has sought a waiver of any such rule in connection with this application, it may make this certification subject to the outcome of the waiver request.

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 accured 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 incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.

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.

Typed or Printed Name of Party Authorized to Sign

84) First Name: **Carol**	MI: **L**	Last Name: **Tacker**	Suffix:
85) Title: **VP-Asst. Gen. Counsel & Corp. Secretary**			
Signature: **Carol L Tacker**		86) Date: **01/10/05**	

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

Authorizations To Be Assigned or Transferred

87) Call Sign	88) Radio Service	89) Location Number	90) Path Number (Microwave only)	91) Frequency Number	92) Lower or Center Frequency (MHz)	93) Upper Frequency (MHz)	94) Constructed Yes / No	95) Assigment Indicator
KNKN627	**CL**						**Yes**	**Full**

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

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)

Refer to applicable auction rules for method to determine required gross revenues and total assets information

Year 1 Gross Revenues (current)	Year 2 Gross Revenues	Year 3 Gross Revenues	Total Assets:

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 pre-existing 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 as set out in the applicable FCC rules, and must disclose all parties to agreement(s) to partition licenses won in this auction. See applicable FCC rules.

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.

Attachment List

Attachment Type	Date	Description	Contents

Other	12/09/04	Exhibits	01798098963375205038685 93.pdf
Other	01/10/05	Minor Amendment	01798664963375205038685 93.pdf

MINOR AMENDMENT

The parties hereby submit this minor amendment to advise the Commission of a *pro forma* change in ownership affecting OK-3 Cellular, LLC ("OK-3"), the licensee/assignor.[1] On December 31, 2004, OK-3's parent, Cingular Wireless LLC ("Cingular"), effectuated an internal corporate restructuring that resulted in the merger of OK-3 into New Cingular Wireless PCS, LLC ("NCW PCS"). NCW PCS, like OK-3 before it, is an indirect wholly-owned subsidiary of Cingular and, thus, the ownership change is *pro forma* in nature.[2] As a result of the restructuring, the license that is the subject of this application, which was formerly held by OK-3, is now held by NCW PCS.[3] Thus, NCW PCS (FRN 0003291192) has been substituted for OK-3 as the licensee/assignor.[4]

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[1] *See* 47 C.F.R. § 1.929(k)(1). Because this amendment is minor, public notice is not required. *See* 47 C.F.R. § 1.933(d)(1), (2).

[2] *See Non-Substantial Assignments of Wireless Licenses and Transfers of Control,* 13 F.C.C.R. 6293, 6295, 6298-99 (1998).

[3] Notification of the *pro forma* assignment of the subject license from OK-3 to NCW PCS is being filed separately in accordance with the Commission's forbearance procedures. *See* 47 C.F.R. § 1.948(c)(1)(iii).

[4] Due to ULS technical limitations, the parties were unable to update the FRN in response to Item 10 of the instant Form 603. Accordingly, the parties hereby authorize FCC staff to take the necessary technical steps to associate NCW PCS (FRN 0003291192) with the underlying application as the licensee/assignor.