

**LUKAS, NACE, GUTIERREZ & SACHS**

**CHARTERED**

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June 2, 2005

**Via Electronic Filing**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Room TW-B204  
Washington, DC 20554

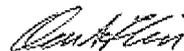
Re: WT Docket No. 05-63  
Application File Nos. 0002031766 through 0002031797

Dear Madam Secretary:

On behalf of US Unwired Inc., we have enclosed an Informal Request for Commission Action pursuant to 47 C.F.R. Section 1.41 in the above-captioned proceeding.

If you have any questions or require any additional information, please contact undersigned counsel directly.

Sincerely,



Thomas Gutierrez  
David A. LaFuria

cc: Chairman Kevin J. Martin  
Commissioner Kathleen Q. Abernathy  
Commissioner Michael J. Copps  
Commissioner Jonathan S. Adelstein  
Catherine W. Seidel, Esq.  
Ruth Milkman, Esq.  
Louisa Lancetti, Esq.

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In re Applications of )  
)  
NEXTEL COMMUNICATIONS, INC., )  
Transferor, )  
)  
and )  
)  
SPRINT CORPORATION, ) WT Docket No. 05-63  
Transferee, )  
)  
) Application File Nos. 0002031766  
) through 0002031797  
)  
For Consent to the Transfer of Control of )  
Entities Holding Commission Licenses and )  
Authorizations Pursuant to Sections 214 and )  
Section 310(d) of the Communications Act )

To: The Commission

**INFORMAL REQUEST OF US UNWIRED INC. FOR COMMISSION ACTION**

US Unwired Inc. ("US Unwired"), by its attorneys and pursuant to 47 C.F.R. § 1.41, hereby submits its Informal Request for Commission Action ("Informal Request") regarding the captioned application (the "Application") submitted by Sprint Corporation ("Sprint") and Nextel Communications, Inc. ("Nextel") on February 8, 2005 (Sprint and Nextel are collectively referred to herein as the "Applicants").<sup>1</sup>

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<sup>1</sup> US Unwired recognizes that petitions to deny the Application were due on March 30, 2005. As of that time, US Unwired was engaged in attempts to resolve this issue with Sprint. Sprint only recently indicated to US Unwired that it would not engage in the dispute escalation process set forth in the parties' controlling contractual agreements. Moreover, Sprint's recent actions in meetings with its Affiliates (as defined below), including US Unwired, fairly indicate that Sprint intends to defer resolution of the issues addressed herein until after the proposed merger is consummated. Accordingly, US Unwired now is compelled to bring this matter to the Commission's attention, does so only reluctantly, and respectfully requests that the Commission consider this submission an Informal Request for Commission Action submitted pursuant to 47 C.F.R. § 1.41.

Under the Act,<sup>2</sup> before the Commission is permitted to grant an application, it must find that grant of the application would serve the public interest and convenience. 47 U.S.C. § 310(d). As demonstrated below, the proposed merger between the Applicants, unless modified as set forth herein, would not serve the public interest because Sprint is prohibited from operating the Nextel network in substantial geographic areas covered by the Application. In those areas, US Unwired holds exclusive rights to provide wireless service, and the public interest would be disserved by Sprint's being forced to discontinue that service upon completion of the merger.

Accordingly, US Unwired asks the Commission either to (i) dismiss the Application or (ii) condition it as set forth herein -- including by requiring pre-merger divestitures -- so as to permit uninterrupted wireless service to the affected public and to otherwise advance the public interest.

### **INTRODUCTION**

US Unwired, through various subsidiaries, is an "Affiliate" of Sprint.<sup>3</sup> In a series of contracts with Sprint beginning in June 8, 1998 (the "Agreements"), US Unwired, through subsidiaries, agreed to construct, manage and operate portions of the Sprint PCS wireless network. In return, Sprint granted US Unwired the exclusive right to operate the Sprint PCS wireless network in large swathes of Arkansas, Louisiana, and Texas (the "US Unwired Service

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<sup>2</sup> The Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq.

<sup>3</sup> US Unwired is not an "Affiliate" as that term is used by the Commission in its wireless rules, or in the traditional sense of being a related corporate party. Instead, as disclosed in the Application, Sprint's "Affiliates" are third-party companies that have contracted with Sprint to provide wireless service under the Sprint PCS name in particular geographic locations (collectively, the "Affiliates"). (*See* Application at 17.)

Areas").<sup>4</sup> Among other things, Sprint agreed that it would not own, operate or build any other wireless network in those areas during the terms of the Agreements. In reliance on that commitment, US Unwired has invested hundreds of millions of dollars to provide service in the US Unwired Service Areas under the Sprint PCS brand name.

If approved without modification, the proposed merger would result in a violation of US Unwired's exclusive territory rights because the Nextel wireless network that will be acquired by Sprint currently operates in the US Unwired Service Areas where Sprint is precluded from operating a wireless network. Accordingly, if the merger were consummated, Sprint would operate the former Nextel network in those same areas. Sprint itself essentially admits that the merger will violate the exclusivity provisions it has with the Affiliates:

Sprint is subject to exclusivity provisions and other restrictions under its arrangements with the Sprint PCS Affiliates. Continued compliance with those restrictions may limit Sprint Nextel's ability to achieve synergies and fully integrate the operations of Sprint and Nextel, and Sprint or Sprint Nextel could incur significant costs to resolve issues related to the merger under these arrangements . . . [t]hree of the Sprint PCS Affiliates [including US Unwired] have arrangements that do not expressly define the network covered by the exclusivity agreements and as a result these Sprint PCS Affiliates might contend that Sprint Nextel would be in breach of these provisions upon completion of the merger.

*See* Ex. A: Sprint Proxy Statement at pp. 32-33 (pp. 2-3 of .pdf attachment). Despite Sprint's public acknowledgment that it cannot operate Nextel's former network in US Unwired's exclusive areas without violating its contractual obligations, there is no indication in the public record of this proceeding that Sprint has made arrangements to divest the pertinent Nextel properties.

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<sup>4</sup> A complete list of those markets where US Unwired, through its subsidiaries, provides service over the Sprint spectrum is set forth in Exhibit B.

As stated, the Agreements' provisions prohibit Sprint from operating the former Nextel network in US Unwired's exclusive areas after the merger. The Agreements give US Unwired the explicit right to prevent breaches of those provisions, including the exclusivity provisions, through injunction. As a result, the merger, under the structure currently proposed, would not serve the public interest.

US Unwired has tried repeatedly to resolve this conflict with Sprint, but Sprint has made virtually no effort to propose a meaningful, good faith solution. Indeed, over the last 20 days, Sprint has made statements or taken positions suggesting that it intends to defer resolution of the dispute until after the merger is consummated. In view of this, and because the ramifications of the merger are significant to the public, US Unwired now requests that the Commission consider the public interest attendant to this imbroglio when evaluating the terms under which to approve the merger. Clearly, this issue can be addressed and resolved more efficiently before the merger rather than after the merger, and resolution before the merger will ensure that there is no disruption to the service of Nextel's customers.

## **DISCUSSION**

### **I. SPRINT IS PROHIBITED FROM OPERATING A WIRELESS NETWORK IN US UNWIRED'S EXCLUSIVE TERRITORIES.**

In the 1990s, Sprint Corporation, Sprint Spectrum, WirelessCo. and SprintCom (collectively "Sprint") obtained numerous broadband personal communication service ("PCS") licenses from the Commission for the purpose of establishing a nationwide personal communications services network, the "Sprint PCS Network," to provide voice and data service. As a condition to obtaining the licenses, the Commission required Sprint to construct a national wireless services network within five years. Sprint lacked the capital and other resources to meet its obligation of constructing that national network. As a result, Sprint elected to construct and

operate its own network only in the higher-volume urban areas, and separately to contract with third parties (the Affiliates) to construct, operate, manage, and maintain portions of the Sprint PCS Network in lower-density, rural areas.

To that end, Sprint divided the United States into "Service Area Networks." Sprint delegated to various of its Affiliates the exclusive responsibility for constructing, operating and maintaining the Sprint PCS Network in each designated Service Area not serviced directly by Sprint. In return, Sprint gave that Affiliate *exclusive rights* in that Service Area and agreed not to operate or build another network in that area during the contract term.

In June 1998, US Unwired, through its subsidiary Louisiana Unwired, LLC, became a Sprint Affiliate by entering into a contract with Sprint's subsidiaries, Sprint Spectrum L.P. and SprintCom, Inc. ("1998 Louisiana Agreement"). The 1998 Louisiana Agreement covers a Service Area comprising five markets in Louisiana. In February 1999, US Unwired entered into a second Louisiana agreement covering an additional 23 Louisiana markets. In June 1998, Georgia PCS Management, LLC, which later became a subsidiary of US Unwired, entered into a Sprint PCS Management Agreement covering seven markets in Georgia. Effective January 2000, US Unwired, through its subsidiary Texas Unwired, executed a Sprint PCS Management Agreement covering two markets in Texas.<sup>5</sup>

Under its various Agreements with US Unwired subsidiaries, Sprint granted US Unwired the *exclusive right* to operate a wireless network in US Unwired's Service Areas:

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<sup>5</sup> US Unwired operates several Sprint PCS Affiliates, including Louisiana Unwired, Texas Unwired, and Georgia PCS. Through those Sprint PCS Affiliates, US Unwired is authorized to market and sell wireless products and services without competition from Sprint in a total of 48 markets, currently serving over 500,000 PCS customers, in a 179,000 square mile area covering portions of Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, Tennessee, and Texas.

Manager [US Unwired] will be the only person or entity that is a manager or operator for Sprint PCS with respect to the Service Area *and neither Sprint PCS nor any of its Related Parties will own, operate, build or manage another wireless mobility communications network* in the Service Area so long as this agreement remains in full force and effect.<sup>6</sup>

(*See, e.g.*, Ex. C: 1998 Louisiana Agreement § 2.3 at 5; emphasis added.) Thus, pursuant to its agreements with US Unwired, Sprint is prohibited from operating a wireless network in the US Unwired Service Areas.

## **II. SPRINT'S MERGER WILL RESULT IN VIOLATION OF THE EXCLUSIVITY PROVISION.**

On December 15, 2004, Sprint announced its intention to merge with Nextel in 2005. Upon consummation of the merger, Nextel will be a wholly owned subsidiary of Sprint, and Sprint will be renamed Sprint Nextel Corporation. Nextel's current wholly owned subsidiaries will survive as wholly owned subsidiaries of Sprint Nextel. Moreover, Nextel currently owns 32% of the outstanding stock in Nextel Partners, Inc. ("Nextel Partners"), which is a separate company that operates under the Nextel brand name and provides wireless communications services under its own network in mid-sized and smaller markets throughout the United States. (*See* Application at 16.) As a result of the merger, Sprint will own that 32% of Nextel Partners and Nextel Partners will therefore become a Related Party under the US Unwired Agreements and be prohibited from operating a competing wireless network in the US Unwired Service Areas.

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<sup>6</sup> The 1998 Louisiana Agreement does not define the term "wireless mobility communications network" and therefore includes any wireless communications network regardless of spectrum. US Unwired's other Agreements with Sprint define "wireless mobility communications network" as "a radio communications system operating in the 1900 MHz spectrum range under the rules designated as subpart E of Part 24 of the FCC's rules." Although those other agreements define wireless networks to be those on the 1900 MHz spectrum, their exclusivity provisions still apply because the Applicants state an intention to migrate Nextel's existing customers and network from the 800 MHz spectrum to the 1900 MHz spectrum. (*See* Application at 62.)

Nextel and Nextel Partners operate wireless networks nationwide, serving 297 of the top 300 U.S. markets. (*See* Ex. A: Sprint Proxy Statement at 3.) Nextel and Nextel Partners' coverage overlaps significantly with US Unwired's Service Areas. There is at least an 86% overlap of Nextel and Nextel Partners' communications networks with US Unwired's network (a 24% overlap of Nextel's network with US Unwired's network, and a 62% overlap of Nextel Partners' network with US Unwired's network.)

Following the merger, Sprint Nextel will operate Nextel and Nextel Partners' existing networks, including those portions of the Nextel and Nextel Partners networks that overlap with US Unwired's network. The Application makes clear that Sprint intends to operate Nextel's network seamlessly and immediately after the merger and, indeed, is replete with admissions that Sprint will compete directly with US Unwired in US Unwired's exclusive areas after the merger closes. (*See, e.g.*, Application at 6 n.6, 23, 25.)

Therefore, despite its contractual obligations to refrain from competing directly with US Unwired, Sprint intends to operate a competing wireless network within the US Unwired exclusive Service Areas, which it is prohibited from doing.

### **III. THE PROPOSED MERGER WOULD NOT SERVE THE PUBLIC INTEREST OR CONVENIENCE BECAUSE SPRINT IS PROHIBITED FROM SERVING NEXTEL'S CUSTOMERS IN US UNWIRED'S EXCLUSIVE AREAS.**

Under the plain language of the parties' Agreements, Sprint is prohibited from operating the former Nextel wireless network in US Unwired's 179,000 square-mile territory, which covers parts of nine states. All of the Agreements specifically recognize that breaches of their provisions constitute irreparable injury and specifically grant US Unwired the right to an injunction and specific performance to prevent such breaches and to enforce those provisions. (Ex. C: 1998 Louisiana Agreement § 17.6.) Therefore, Sprint Nextel will not be able to serve

the customers who currently receive service from Nextel and Nextel Partners in US Unwired's Service Areas.

As a result, approval of the merger as proposed would not serve the public interest as required by section 310 of the Act. Sprint has made no arrangement or accommodation for the hundreds of thousands of Nextel customers to whom it will be prohibited from providing service after the merger closes. These customers are in limbo and, unless some provision is made, those customers will simply "go dark" after the merger.

These issues can be avoided if the Commission requires Sprint to resolve this issue before the merger. Sprint and Nextel currently are able to modify their merger plans to reach a solution that will not violate the exclusivity provisions and will eliminate the possibility that consumers face a termination of service. The Commission should require that Sprint resolve this issue of public concern now, before the merger is approved by the Commission and consummated by the Applicants.

#### **IV. US UNWIRED REQUESTS THE COMMISSION TO OBTAIN MORE INFORMATION AND/OR CONDITION APPROVAL ON MODIFICATION OF THE TERMS OF THE PROPOSED MERGER.**

US Unwired has made repeated efforts to resolve this important issue with Sprint. Sprint has been unwilling to participate in the dispute resolution mechanisms set forth in the parties' Agreements, has failed to propose a meaningful solution, and has recently manifested an intent to postpone resolution of this problem until after the merger is consummated.

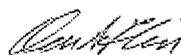
Accordingly, in an effort to ensure the public interest and to avoid an administrative post-merger burden for the Commission, US Unwired respectfully requests that:

(i) the Commission propound requests for additional information on Sprint, similar to those propounded on April 29, 2005, requesting an explanation of how Sprint intends to resolve this

issue and how consummation of the merger in light of this issue advances the public interest and convenience; (ii) the Commission grant a meeting between US Unwired and the Commissioners, or pertinent members of their staff, at the Commission's earliest convenience and before the Commission acts on the Application; and (iii) the Commission require Sprint and Nextel to modify the terms of their proposed merger -- including pre-merger divestiture of the pertinent Nextel assets -- so as to ensure uninterrupted wireless service to the hundreds of thousands of Nextel customers in US Unwired's exclusive territories.

Respectfully submitted,

US UNWIRED INC.



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One of its Attorneys

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Dated: June 2, 2005

# **Exhibit A**

**CLOSE WINDOW**

**PRINT PAGE**

SPRINT CORP filed this S-4/A on 04/29/2005.

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As filed with the Securities and Exchange Commission on April 28, 2005

Registration No. 333-123333

# SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## AMENDMENT NO. 1

TO

## FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

## SPRINT CORPORATION

(Exact name of registrant as specified in its charter)

**Kansas**  
(State or Other Jurisdiction of Incorporation or Organization)

**4813**  
(Primary Standard Industrial Classification Code Number)

**48-0457967**  
(I.R.S. Employer Identification No.)

**P.O. Box 7997**  
**Shawnee Mission, Kansas 66207-0997**  
**(800) 829-0965**  
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Claudia S. Toussaint, Esq.**  
**Vice President, Corporate Governance and Ethics, and Corporate Secretary**  
**Sprint Corporation**  
**P.O. Box 7997**  
**Shawnee Mission, Kansas 66207-0997**  
**(913) 794-1513**  
(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

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**New York, New York 10019**  
**(212) 373-3000**

Approximate date of commencement of proposed sale to the public: At the effective time of the merger referred to herein.  
If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.   
If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.   
If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

### CALCULATION OF REGISTRATION FEE

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received by holders of Nextel common stock, Sprint Nextel will be required to make an offer to purchase Nextel's 5.25% convertible senior notes due 2010, \$607 million in principal amount of which was outstanding at March 31, 2005.

If necessary, Sprint and Nextel expect that Sprint Nextel will finance any required repurchase of notes from the incurrence of additional indebtedness. Neither Sprint nor Nextel can assure you, however, that Sprint Nextel will be able to obtain the financing necessary to repurchase the notes on terms favorable to it, if at all. If Sprint Nextel is unable to obtain necessary financing on favorable terms, the earnings and cash flow of Sprint Nextel could be materially adversely affected. If Sprint Nextel is unable to obtain the necessary financing at all, it would be in default under the related indentures, which would cause defaults under its other financing arrangements.

*As a result of the merger, Sprint Nextel may be required to purchase the outstanding shares of Nextel Partners that Nextel does not already own and assume Nextel Partners' outstanding indebtedness, and additional funds to finance the purchase may not be available on terms favorable to Sprint Nextel, if at all. If we do not purchase the outstanding shares of Nextel Partners, exclusivity provisions will remain in effect that could limit our ability to achieve synergies and fully integrate Sprint's and Nextel's operations.*

Under the terms of the certificate of incorporation of Nextel Partners, during the 18 month period following completion of the merger, the holders of a majority of the Nextel Partners class A common stock can vote to require Sprint Nextel to purchase all of the Nextel Partners class A shares not held by Nextel for the appraised fair market value of those shares. Nextel owns all of Nextel Partners' class B common stock and none of its class A common stock. Based on the closing stock market price on \_\_\_\_\_, 2005, the aggregate market value of the outstanding Nextel Partners class A shares, which represent approximately 69.8% of the total outstanding shares of Nextel Partners, was approximately \$ \_\_\_\_\_ billion. The appraised fair market value of the Nextel Partners class A shares, as determined in accordance with the Nextel Partners certificate of incorporation, that could be payable by Sprint Nextel could be significantly higher or lower than that amount.

Neither Sprint nor Nextel knows if the stockholders of Nextel Partners will elect to require Sprint Nextel to purchase the Nextel Partners class A shares after the merger. If Sprint Nextel is required to purchase the Nextel Partners class A shares, Sprint and Nextel currently anticipate that Sprint Nextel would finance the purchase with proceeds from the issuance of additional indebtedness; however, neither Sprint nor Nextel can assure you that Sprint Nextel would be able to issue this debt on terms favorable to Sprint Nextel, if at all. If Sprint Nextel is unable to obtain the necessary financing on favorable terms, the earnings and cash flow of Sprint Nextel could be materially adversely affected.

Further, the agreements between Nextel Partners and Nextel contain exclusivity provisions that will remain in place if Sprint Nextel is not required to purchase the Nextel Partners class A shares. Sprint and Nextel believe that the merger will not breach those provisions; however, continued compliance with those provisions may limit Sprint Nextel's ability to achieve synergies and fully integrate the operations of Sprint and Nextel, which could have a negative impact on Sprint Nextel's results of operations. Although Sprint Nextel may from time to time engage in discussions with Nextel Partners regarding these matters, neither Sprint nor Nextel can assure you that Sprint Nextel will be able to renegotiate those exclusivity provisions on favorable terms or obtain waivers of those restrictions.

*Sprint is subject to exclusivity provisions and other restrictions under its arrangements with the Sprint PCS Affiliates. Continued compliance with those restrictions may limit Sprint Nextel's ability to achieve synergies and fully integrate the operations of Sprint and Nextel, and Sprint or Sprint Nextel could incur significant costs to resolve issues related to the merger under these arrangements. The manner in which these restrictions will be addressed is not currently known.*

Sprint supplements its own wireless network through arrangements with third party network operators, which we refer to as Sprint PCS Affiliates. Sprint PCS Affiliates currently serve approximately 3.2 million subscribers who purchase services under the Sprint brand name that are provided on code division multiple access, or CDMA, networks built and operated at the Sprint PCS Affiliates' own expense.

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All of these arrangements restrict Sprint's and its affiliates' ability to own, operate, build or manage wireless communication networks or to sell Sprint's wireless services within specified geographic areas. Continued compliance with those restrictions may limit Sprint Nextel's ability to achieve synergies and fully integrate the operations of Sprint and Nextel, which could have a negative impact on Sprint Nextel's results of operations. Three of the Sprint PCS Affiliates have arrangements that do not expressly define the network covered by the exclusivity agreements and as a result these Sprint PCS Affiliates might contend that Sprint Nextel would be in breach of these provisions upon completion of the merger.

In case of a material breach of any of these arrangements that is not cured within a specified cure period, the affected affiliate can pursue the following mutually exclusive remedies: (1) the sale to Sprint of the affiliate's operating assets at 80% or 88% (depending on the affiliate) of the appraised fair market value of the affiliate's wireless business in the affected territory, (2) for certain affiliates, the purchase from Sprint of certain spectrum rights in its territory at a price equal to the greater of (a) Sprint's original spectrum costs plus microwave relocation costs and (b) 9% of the appraised fair market value of the affiliate's wireless business in the affected territory, or (3) pursuing against Sprint a claim for damages or other appropriate relief. Although Sprint may from time to time engage in discussions with Sprint PCS Affiliates regarding these matters, there is no assurance that these arrangements can be renegotiated with them on favorable terms or that waivers of the restrictions under those arrangements can be obtained. The outcome of any possible claims, and the associated costs that could be incurred by Sprint or Sprint Nextel, cannot currently be determined but could represent a significant cost.

### *Some of the directors and executive officers of Sprint and Nextel have interests in the merger that are different from Sprint and Nextel stockholders.*

When considering the recommendation of the Sprint board of directors with respect to the merger proposals, Sprint stockholders should be aware that some directors and executive officers of Sprint have interests in the merger that are different from, or are in addition to, the interests of the stockholders of Sprint. These interests include their designation as Sprint Nextel directors or executive officers, the fact that the completion of the transaction results in the acceleration of vesting of equity-based awards held by outside directors who are not elected to the board of Sprint Nextel and acceleration of vesting of equity awards held by executive officers upon termination in specified circumstances, and payments to executive officers under a retention program adopted by Sprint in connection with the merger.

When considering the recommendation of the Nextel board of directors with respect to the merger proposals, Nextel stockholders should be aware that some directors and executive officers of Nextel have interests in the merger that are different from, or are in addition to, the interests of the stockholders of Nextel. These interests include their designation as Sprint Nextel directors or executive officers and the fact that the completion of the transaction results in (1) the acceleration of vesting of options for outside directors and, upon termination, in specified circumstances, for executive officers, (2) the accelerated vesting of deferred shares that were awarded under certain employment agreements for executive officers, (3) the potential payments of severance upon termination in specified circumstances, and (4) retention and other payments pursuant to existing plans, agreements and arrangements to which all executive officers are entitled.

Stockholders should consider these interests in conjunction with the recommendation of the directors of Sprint and Nextel of approval of the proposals related to the merger.

## **Exhibit B**

## US Unwired Markets

Jackson, MS  
Mobile, AL  
Macon-Warner Robins, GA  
Shreveport, LA  
Huntsville, AL  
Montgomery, AL  
Beaumont-Port Arthur, TX  
Pensacola, FL  
Monroe, LA  
Tupelo-Corinth, MS  
Tyler, TX  
Longview-Marshall, TX  
Lake Charles, LA  
Houma-Thibodaux, LA  
Texarkana, TX-AR  
Alexandria, LA  
Tuscaloosa, AL  
\* Birmingham, AL  
Fort Walton Beach, FL  
Meridian, MS  
Greenville-Greenwood, MS  
Panama City, FL  
Gadsden, AL  
Florence, AL  
Hattiesburg, MS  
Columbus-Starkville, MS  
Valdosta, GA  
Anniston, AL  
Lufkin-Nacogdoches, TX  
Pine Bluff, AR  
Decatur, AL  
Hot Springs, AR  
\* Atlanta, GA  
Rome, GA  
Dalton, GA  
McComb-Brookhaven, MS  
Waycross, GA  
El Dorado-Magnolia-Camden, AR  
Paris, TX  
Laurel, MS  
Brunswick, GA  
Natchez, MS  
Selma, AL

\* Little Rock, AR  
Vicksburg, MS  
\* Memphis, TN  
\* Nashville, TN  
\* Tallahassee, FL

\* Indicates Partial Service Area;  
Counties Listed Below

\*Birmingham, AL  
Chilton County, AL  
Coosa County, AL  
Cullman County, AL  
Talladega County, AL  
Tallapoosa County, AL

\*Atlanta, GA  
Fannin County, GA  
Gilmer County, GA  
Gordon County, GA  
Pickens County, GA  
Towns County, GA  
Union County, GA

\*Little Rock, AR  
Clark County, AR  
Dallas County, AR  
Grant County, AR  
Nevada County, AR

\*Memphis, TN  
Grenada County, MS  
Montgomery County, MS  
Tallahatchie County, MS  
Yalobusha County, MS

\*Nashville, TN  
Giles County, TN  
Marshall County, TN

\*Tallahassee, FL  
Jackson County, FL

## CERTIFICATE OF SERVICE

I, David Crawford, do hereby certify that on this 2nd day of June, 2005, I caused copies of the "*Informal Request of US Unwired Inc. For Commission Action*" to be electronically served upon the following:

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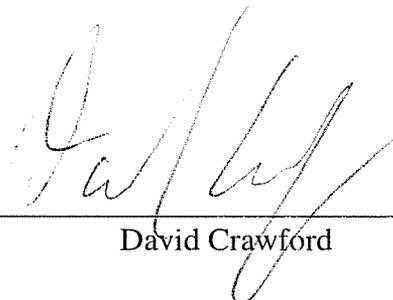
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