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June 20, 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:

In accordance with Section 1.1206 of the Commission's rules, 47 C.F.R. § 1.1206, we hereby provide you with notice of an oral *ex parte* presentation in connection with the above-captioned proceeding.

On Friday, June 17, 2005, Thomas G. Henning, Donald B. Verrilli Jr. and undersigned counsel, on behalf of US Unwired Inc. ("US Unwired"), met with Scott Delacourt, Paul D'Ari, Louis Peraertz, William G. Stafford, and Paul Murray in the Wireless Telecommunications Bureau to discuss the Informal Request for Commission Action, filed by US Unwired on June 2 in the above-referenced proceeding. A summary of our discussion follows.

In 1998, US Unwired entered into a series of contracts with Sprint to operate spectrum owned by Sprint in a nine-state region in the south-central US. US Unwired's performance of the contracts has enabled Sprint to meet its FCC build out commitments in areas where it could not, or would not, build on its own. Since 1998, US Unwired has invested nearly \$1 billion in system construction and related business development, in large part because its contracts prohibit Sprint from competing with US Unwired in the service territory. There are thirteen years remaining on these contracts, during which US Unwired is entitled to recoup its investment.

Consummation of the Sprint-Nextel merger will breach the exclusivity provisions because Nextel and Nextel Partners operate networks in many areas

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within US Unwired's service territory. The contracts expressly state that breaches constitute irreparable injury to US Unwired. For that reason, the contracts provide US Unwired with a right to injunctive relief to prevent breaches of their provisions, including the exclusivity provisions.

Since January of this year, US Unwired has been attempting to negotiate with Sprint to resolve this matter. Although a number of discussions have taken place, little progress has been made. While Sprint's representatives in negotiations state that the company wishes to reach a resolution before the Nextel merger closes, Sprint has not put forward a meaningful proposal to reach that resolution and its top executives have been quoted at investment conferences and in the media as stating their intent to resolve these issues post-closing. US Unwired does not intend to delay enforcing its contractual rights until the merger closes and the harm begins to accrue.

US Unwired does not come to the Commission requesting an adjudication of the contractual rights. Rather, there are important public interest considerations with a direct nexus to the merger application which must be considered. For example, Sprint has stated in its application and related papers that the proposed transaction will result in synergies that benefit consumers. The accuracy of these statements would be called into question if a court issues an injunction preventing Sprint from operating the Nextel and Nextel Partners' networks in US Unwired's territories. Indeed, Sprint admits to the SEC and its shareholders that continued compliance with its exclusivity provisions may limit the post-merger company from achieving synergies which could have a negative impact on the company's results of operations.

We also discussed the potential and significant impact on several hundred thousand Nextel and Nextel Partners consumers who would be harmed by the issuance of an injunction. If a court prohibits Sprint from operating the Nextel and Nextel Partners' wireless businesses after the merger, these consumers will be without service. Thus, the public interest is served by having this matter resolved before the merger is consummated, to ensure continued service to the public. We also noted that there are a number of other similarly situated Sprint affiliates who may assert exclusivity rights, affecting many more consumers around the country.

We left behind a copy of US Unwired's June 2 filing.

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

Sincerely,

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David A. LaFuria

Enclosure

cc: Scott Delacourt, Esq.
Paul D'Ari, Esq.
Louis Peraertz, Esq.
William G. Stafford, Esq.
Paul Murray, Esq.