Sprint
Together with NEXTEL

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July 2, 2008

Via Electronic Submission

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W., Room TW-A325
Washington, D.C. 20554

Re: Ex Parte Communication
CTIA Petition for Declaratory Ruling, WT 05-194

Dear Ms. Dortch:

Sprint Nextel Corporation ("Sprint Nextel") submits the following information in response to a letter dated June 13, 2008, from James R. Hobson, counsel for Wireless Consumers Alliance ("WCA"), in which Mr. Hobson provides misleading information to the Federal Communications Commission ("Commission") concerning the result of the California class action lawsuit involving Sprint Nextel's early termination fees ("ETFs").

Mr. Hobson's letter implies that Sprint Nextel lost on the issues presented to the jury and argues that "[b]ecause the total amount of the ETFs paid or charged was nearly $300 million, the plaintiff class actually was overcharged by about $74 million." This statement is incorrect.

Mr. Hobson fails to acknowledge the specific findings of the jury as reflected in the attached jury verdict and attempts to use rounding to obscure the jury's conclusions:

1. The jury was asked the amount of ETFs paid to Sprint Nextel by the members of the class. This number was undisputed: $73,775,975.

2. The jury was asked whether the members of the class had breached their contracts by terminating early. The plaintiffs counsel asked the jury to find that they had not, and that Sprint therefore was not entitled to assert any offsetting claim for Sprint's losses from the early terminations. The jury rejected plaintiff's arguments and found that the members of the class did in fact breach their contracts, and that Sprint therefore was entitled to assert offsetting damage claims against the class members. Mr. Hobson fails to acknowledge this fact in his analysis of the jury verdict.

3. The jury found that Sprint's damages were $225,473,408 (plaintiff argued they were $0.00). The jury instruction did not tell the jurors to calculate this number "without regard to the amount collected by Sprint." Indeed, Sprint Nextel's counsel expressly argued to the jury that Sprint Nextel's damages would need to be reduced by the amount that it had already collected from the class. Adding $225,473,408 and $73,775,975, the

total amount is $299,249,383, the exact amount, *to the dollar*, that Sprint Nextel charged the class for ETFs. In other words, the jury found that Sprint Nextel's damages were equal to the amount of ETFs charged but not collected.

4. Notwithstanding plaintiff's illogical analysis of the verdict, and even if the Court ultimately concludes that Sprint is liable, the jury verdict clearly means that Sprint will not owe the class any damages. As the Court declared several times in various orders prior to trial, one of the principle purposes of the jury verdict was to determine plaintiff's aggregate damages (here, the amount paid by the class, $73,775,975) and offset that amount by Sprint's aggregate damages (here, as found by the jury, $225,473,408). That approach yields a negative number for the class and so even if Sprint is found liable by the Court, it would not owe any money.

In short, the jury clearly agreed with Sprint Nextel's interpretation of the contractual relationship between the parties and vindicated Sprint Nextel's ETF practices.

Pursuant to Section 1.1206 of the Commission's rules, this letter is being electronically filed with your office. Please let me know if you have any questions regarding this filing.

Respectfully submitted,

/s/ Charles W. McKee
Charles W. McKee
Director, Government Affairs
Sprint Nextel Corporation

cc: Aaron Goldberger
Bruce Gottlieb
Renee Crittendon
Wayne Leighton
Angela Giancarlo
Nicole McGinnis
Brent Greenfield

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

RAMZY AYYAD, et al., Plaintiffs, v. SPRINT SPECTRUM, L.P., Defendant.	Case No. RG03-121510 VERDICT FORM. Date: June 6, 2008 Dept.: 22

FILED
ALAMEDA COUNTY
JUN 12 2008
CLERK OF THE SUPERIOR COURT
By _____ Deputy

VERDICT FORM

We answer the questions submitted to us as follows:

1. What is the total dollar amount of early termination fees that plaintiffs and the class members paid to Sprint?

$ 73,775,975

2. Did plaintiffs and the class members breach their contracts with Sprint?

X Yes ____ No

3. State the total dollar amount of Sprint's actual damages, if any, caused by early terminations of plaintiffs' and the class members' contracts:

$ 225,697,433

Signed: _____
Presiding Juror

Dated: June 12, 2008

After it has been signed, deliver this verdict form to the Court Attendant.