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BY HAND DELIVERY

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington DC 20554

**Re: Request for Confidential Treatment,
WT Docket No. 10-112**

Dear Ms. Dortch:

At the FCC's request pursuant to the Joint Request for Waiver, Approval of Settlement Agreement, Dismissal of Pleadings and Certain Applications, and Grant of Applications, the parties are submitting a copy of the License Purchase Agreement ("Agreement") entered into by New Cingular Wireless PCS, LLC ("New Cingular") and N.E. Colorado Cellular Inc, d/b/a Viaero ("Viaero") and collectively with New Cingular, the "Parties", and each a "Party").¹ The Parties hereby request confidential treatment for the Agreement pursuant to Section 0.459 of the Commission's rules, 47 C.F.R. § 0.459. Confidential treatment is sought for the Agreement so that it will not be made available to the public. The following information is provided in support of this request for confidential treatment of the Agreement:

- 1. Identification of the information for which confidential treatment is sought (47 C.F.R. § 0.459(b)(1)).** Confidential treatment is sought for the Agreement in its entirety.
- 2. Identification of the Commission proceeding for which the information is being submitted (47 C.F.R. § 0.459(b)(2)).** The information is being submitted at the FCC's request pursuant to the Joint Request for Waiver, Approval of Settlement Agreement, Dismissal of Pleadings and Certain Applications, and Grant of Applications, ULS File Nos. 50010CLTC08, 000230425, 0005530465, 0005530495, 0000212826, 0003439497, 0000416477.
- 3. The degree to which the information is commercial, financial, a trade secret or privileged (47 C.F.R. § 0.459(b)(3)).** The Agreement's contents are

¹ The documents will be provided directly to staff via secure electronic mail.

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commercial and financial data because it sets forth the terms and conditions pursuant to which a Commission license will be assigned.

4. **The degree to which the information concerns a service that is subject to competition (47 C.F.R. § 0.459(b)(4)).** The Agreement concerns PCS spectrum and other wireless services that will be provided by the Parties, which are subject to competition as described in the assignment application.

5. **Explanation of how disclosure of the information would cause competitive harm (47 C.F.R. § 0.459(b)(5)).** The terms and conditions under which Commission licenses will be assigned are confidential commercial and financial data that would not customarily be released to the public. In addition to the purchase price, the Agreement contains other financial and commercial terms and conditions that govern the transaction between the Parties. As stated below, New Cingular and Viaero have not made, and do not customarily make, these terms and conditions public. The Parties each are likely to enter into future purchases and sales of FCC licenses with other parties, and the insights into the terms of the sale could materially impair the ability of New Cingular and Viaero to negotiate favorable terms with third parties in the future. Such insights could also enable the Parties' competitors to make inferences about their competitive intentions in particular license areas.

6. **Identification of measures taken to prevent unauthorized disclosure of the information (47 C.F.R. § 0.459(b)(6)).** The Parties have agreed not to make public the Agreement or the terms of the Agreement, except as required by law or with the consent of the other Party. Neither Party has sought or consented to any such disclosure, and the Parties have limited distribution of the Agreement to those within each Party, or their respective outside counsel and consultants, who need such information to effect the license assignment.

7. **Whether the information has previously been made available to the public and the extent of previous disclosures to third parties (47 C.F.R. § 0.459(b)(7)).** The Agreement has not been made available to the public or to third parties.

8. **Justification for the time period during which confidential treatment is sought (47 C.F.R. § 0.459(b)(8)).** There should be no limitation to the duration of the confidential treatment of the Agreement.



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For these reasons, the Agreement should be treated as confidential under both the Commission's rules and precedent and withheld in its entirety from public inspection. Moreover, distribution within the FCC should be limited to a "need to know" basis. In the event that any person or entity requests access to the document or seeks to make any or all of it part of the public record, New Cingular and Viaero request to be notified immediately so that they can oppose such request or take other action as necessary to safeguard their interests.

Sincerely,

/s/ Eric W. DeSilva

Counsel for New Cingular Wireless PCS, LLC