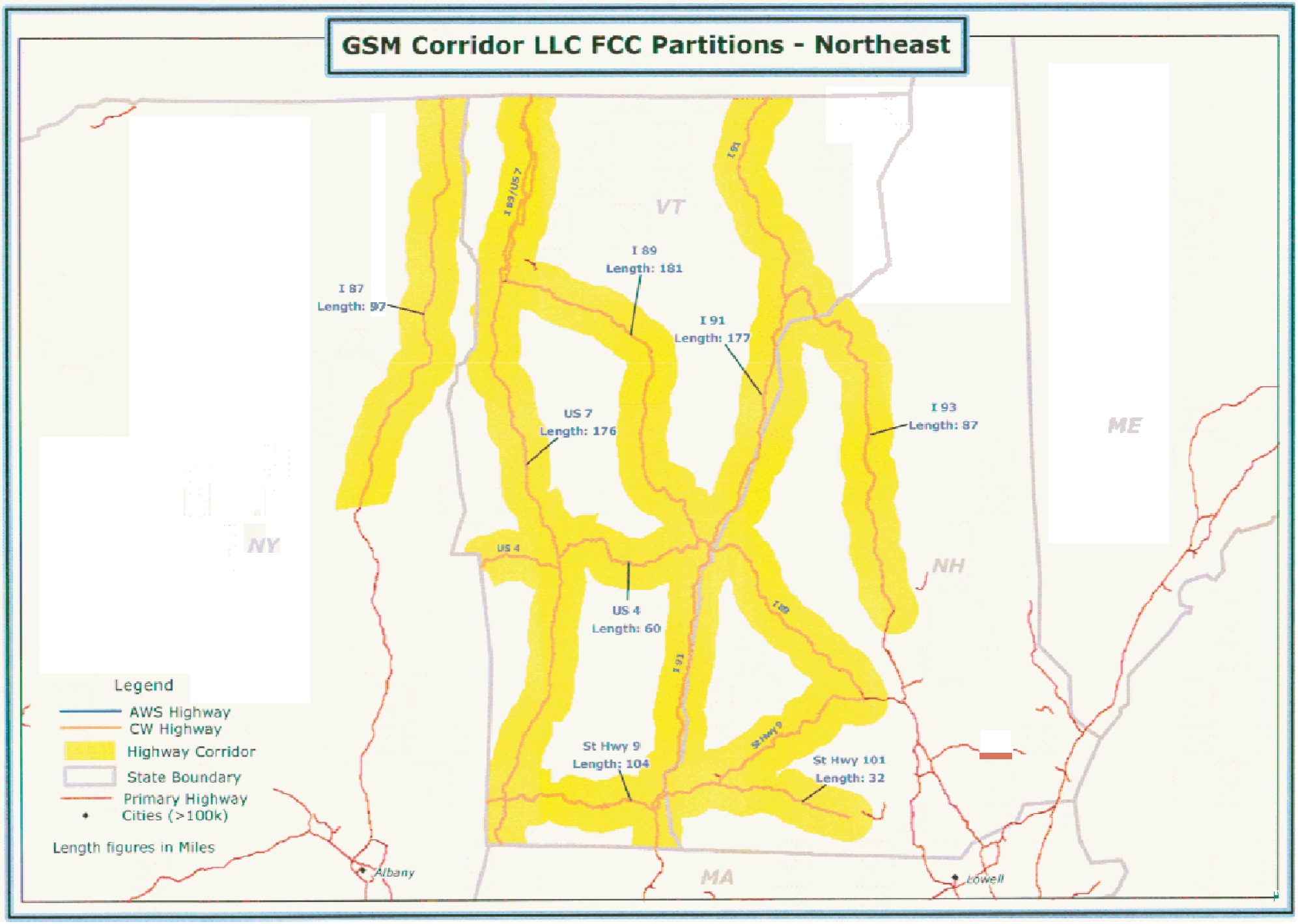
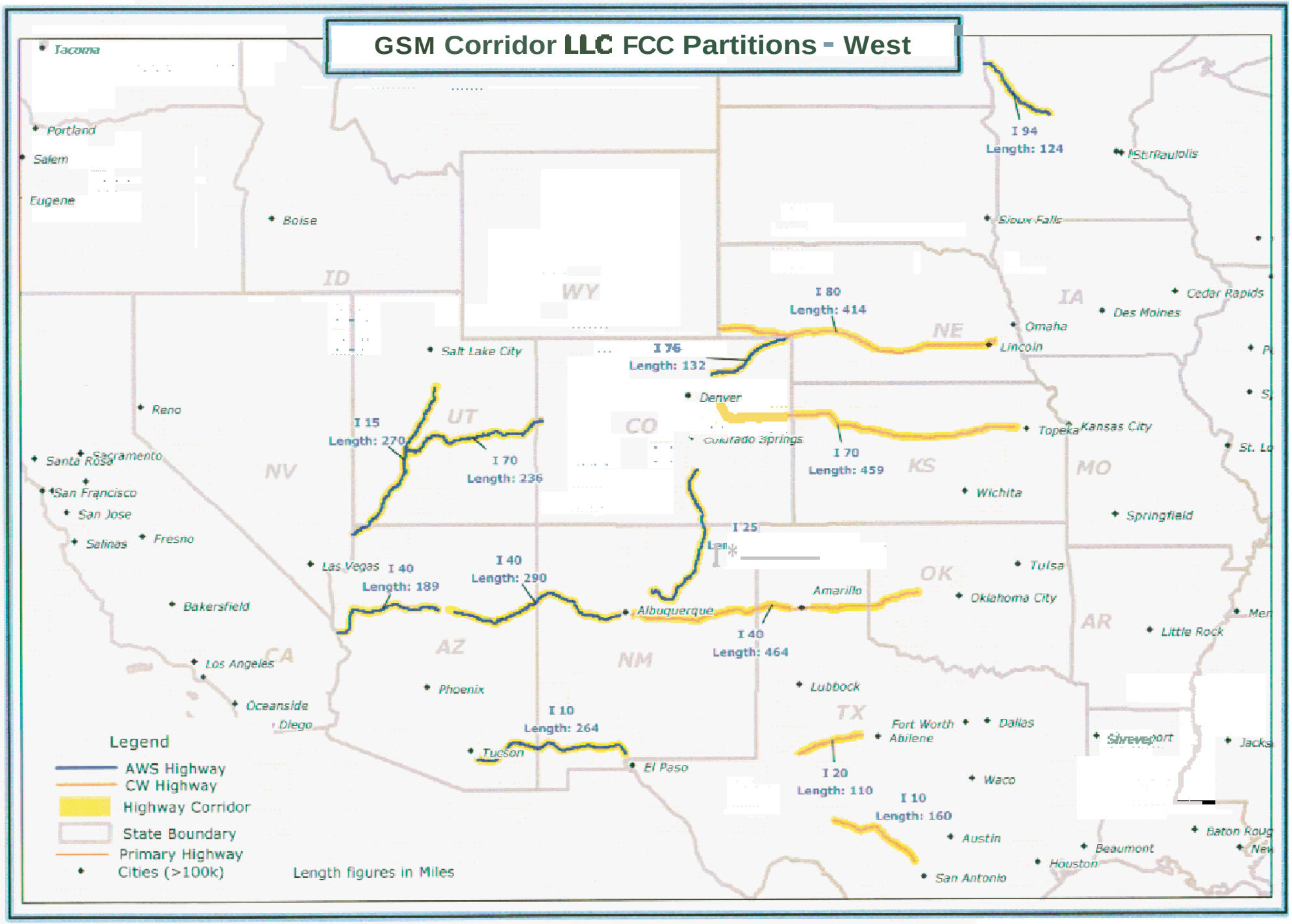
Attachment A-National (East)

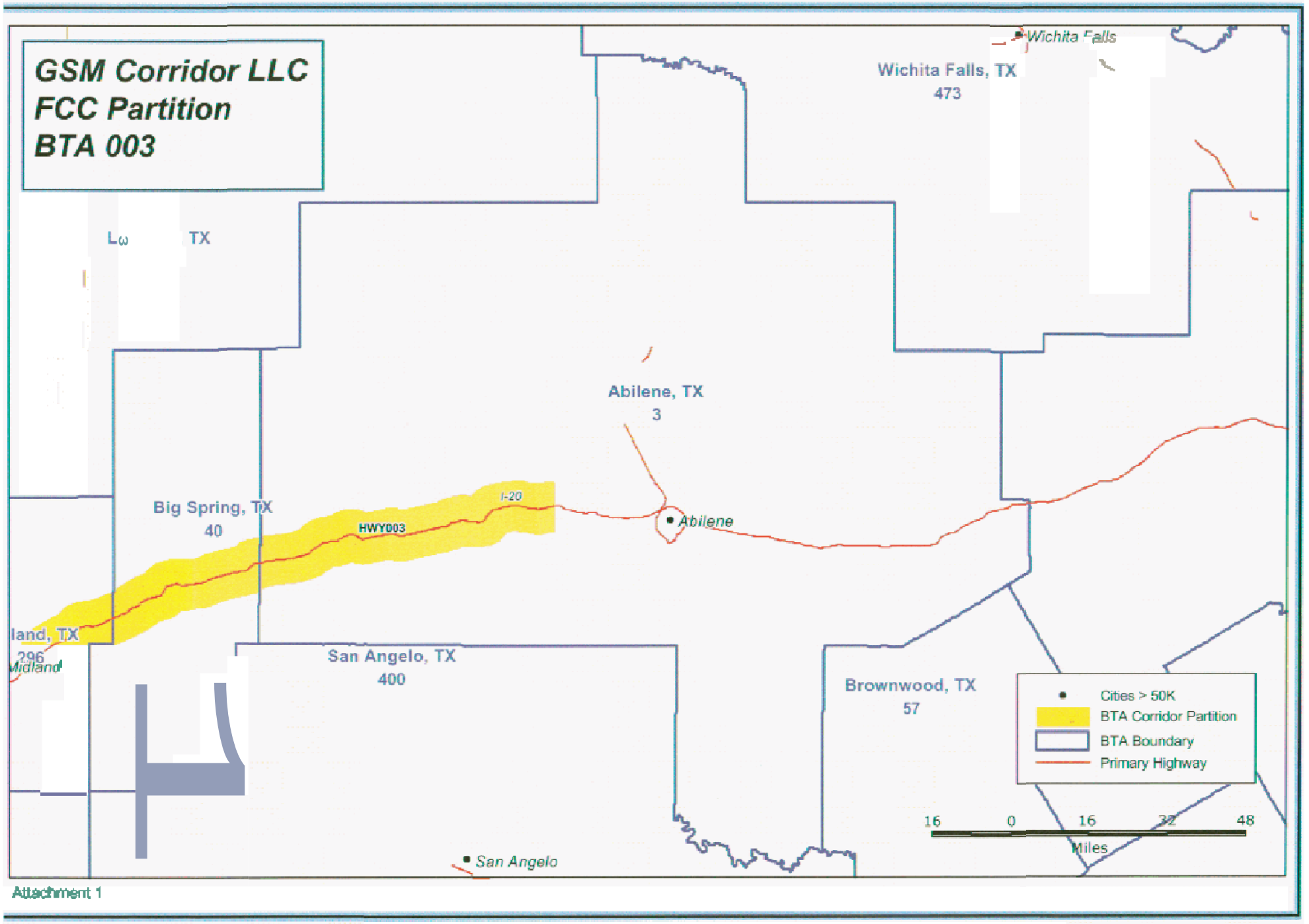
GSM Corridor LLC FCC Partitions - Northeast



Attachment A-National (West)

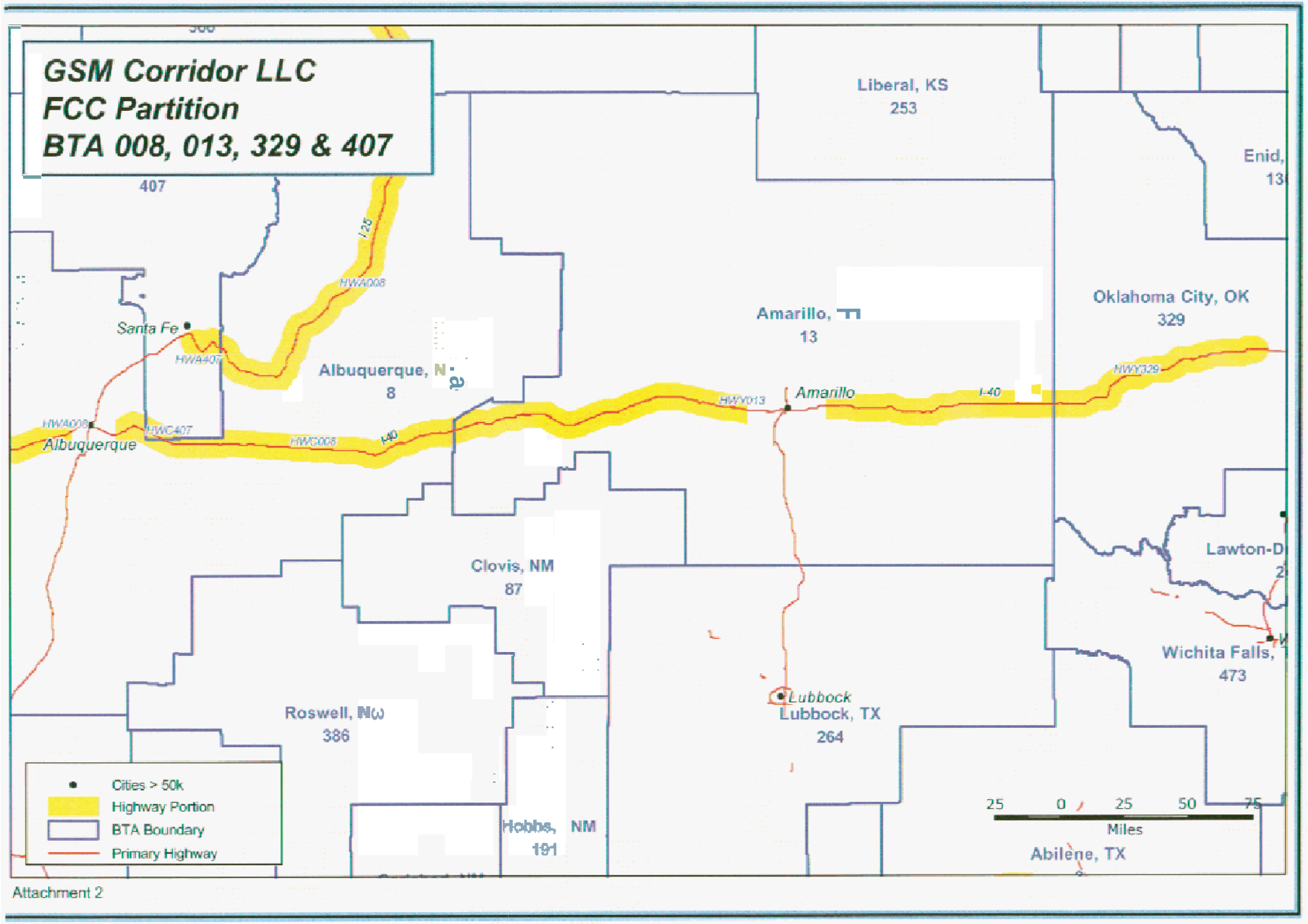

GSM Corridor LLC FCC Partitions - West
Tacoma
Portland
Salem
Eugene
Boise
ID
WY
I 94
Length: 124
St.Raulolis
Sioux Falls
I 80
Length: 414
IA
Cedar Rapids
Des Moines
NE
Omaha
Lincoln
I 76
Length: 132
Salt Lake City
Denver
Reno
I 15
Length: 270
UT
CO
Colorado Springs
Topeka
Kansas City
I 70
Length: 459
Sacramento
Santa Rosa
I 70
Length: 236
NV
KS
MO
San Francisco
San Jose
Wichita
Springfield
Salinas
Fresno
I 25
Las Vegas
I 40
Length: 189
I 40
Length: 290
Tulsa
OK
Amarillo
Bakersfield
Albuquerque
Oklahoma City
I 40
Length: 464
AR
Little Rock
CA
AZ
NM
Los Angeles
Phoenix
Lubbock
Oceanside
Diego
I 10
Length: 264
TX
Fort Worth
Dallas
Abilene
Shreveport
Tucson
El Paso
I 20
Length: 110
Waco
I 10
Length: 160
Austin
Baton Roug
Beaumont
Houston
San Antonio
Legend
AWS Highway
CW Highway
Highway Corridor
State Boundary
Primary Highway
Cities (>100k)
Length figures in Miles

Attachment A-1



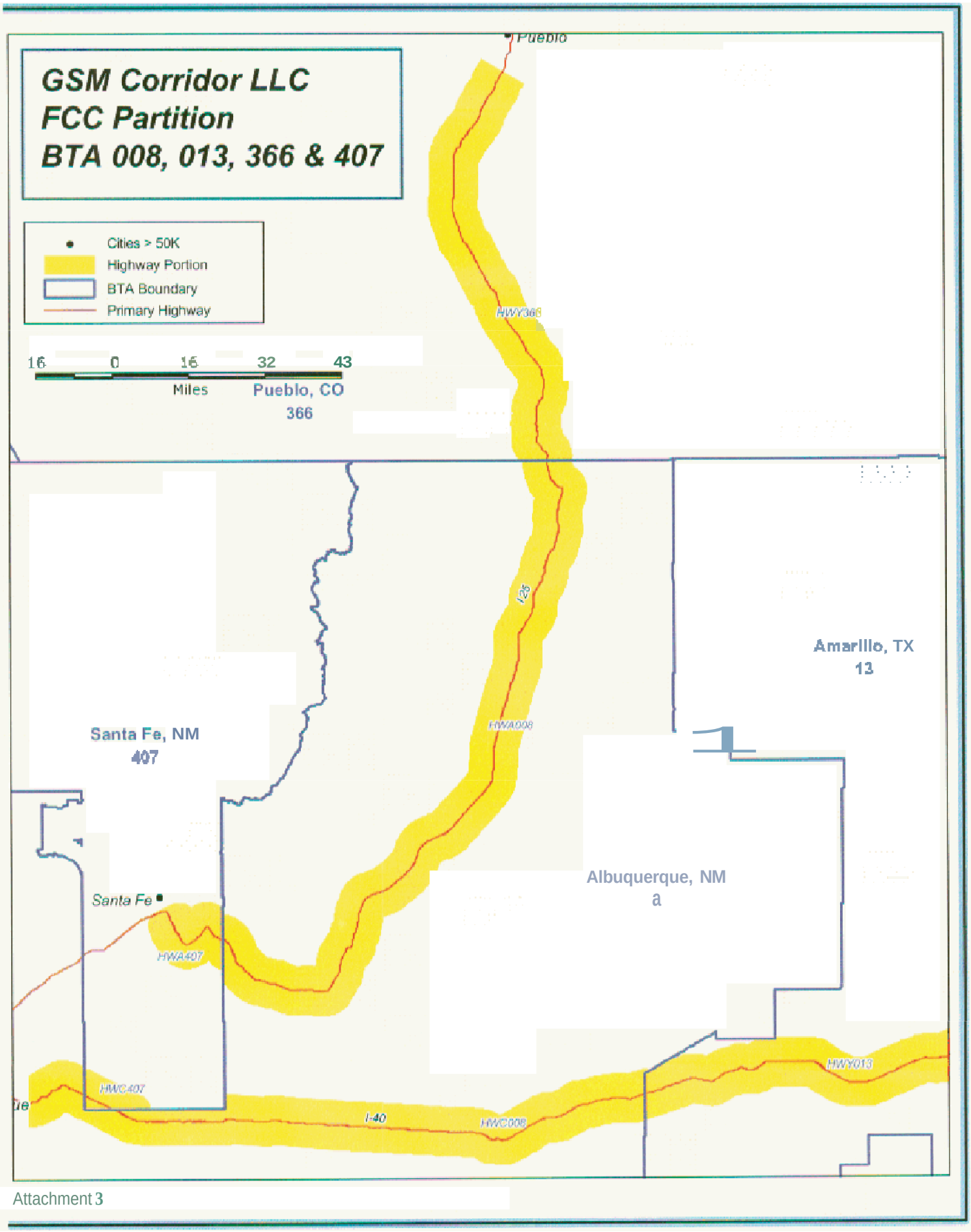
Attachment 1

Attachment **A-2**



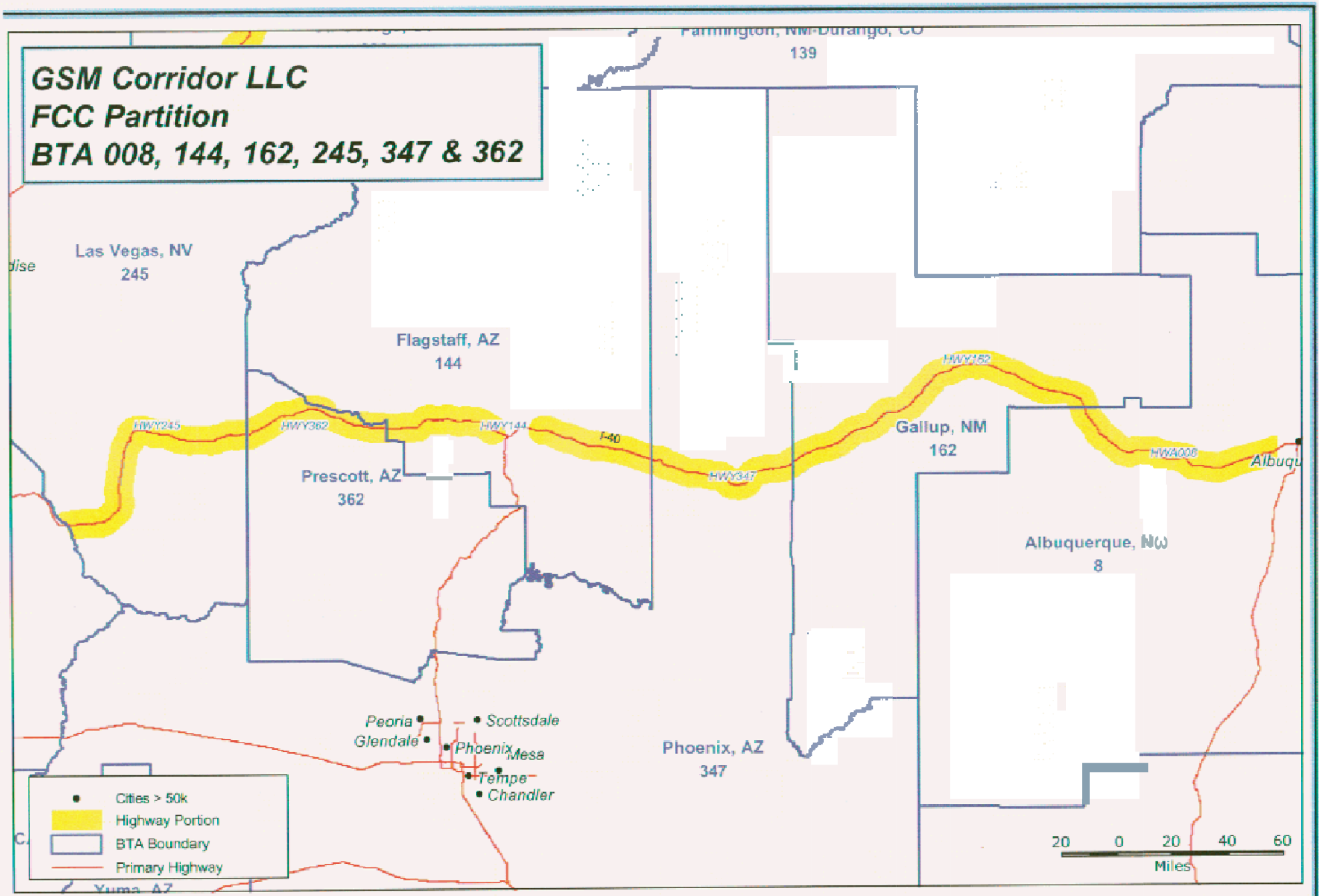
Attachment 2

Attachment A-3



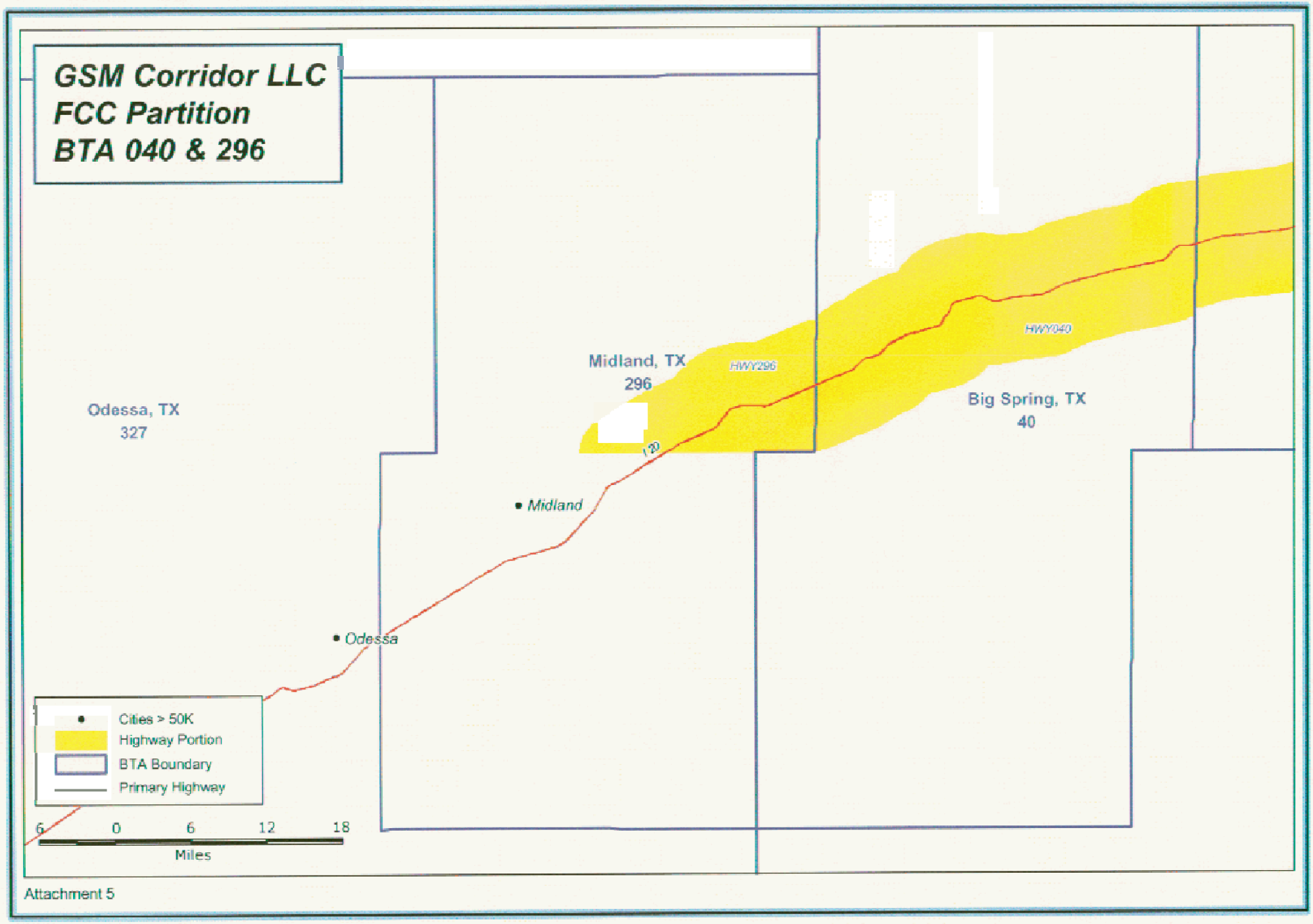
Attachment 3

Attachment **A-4**



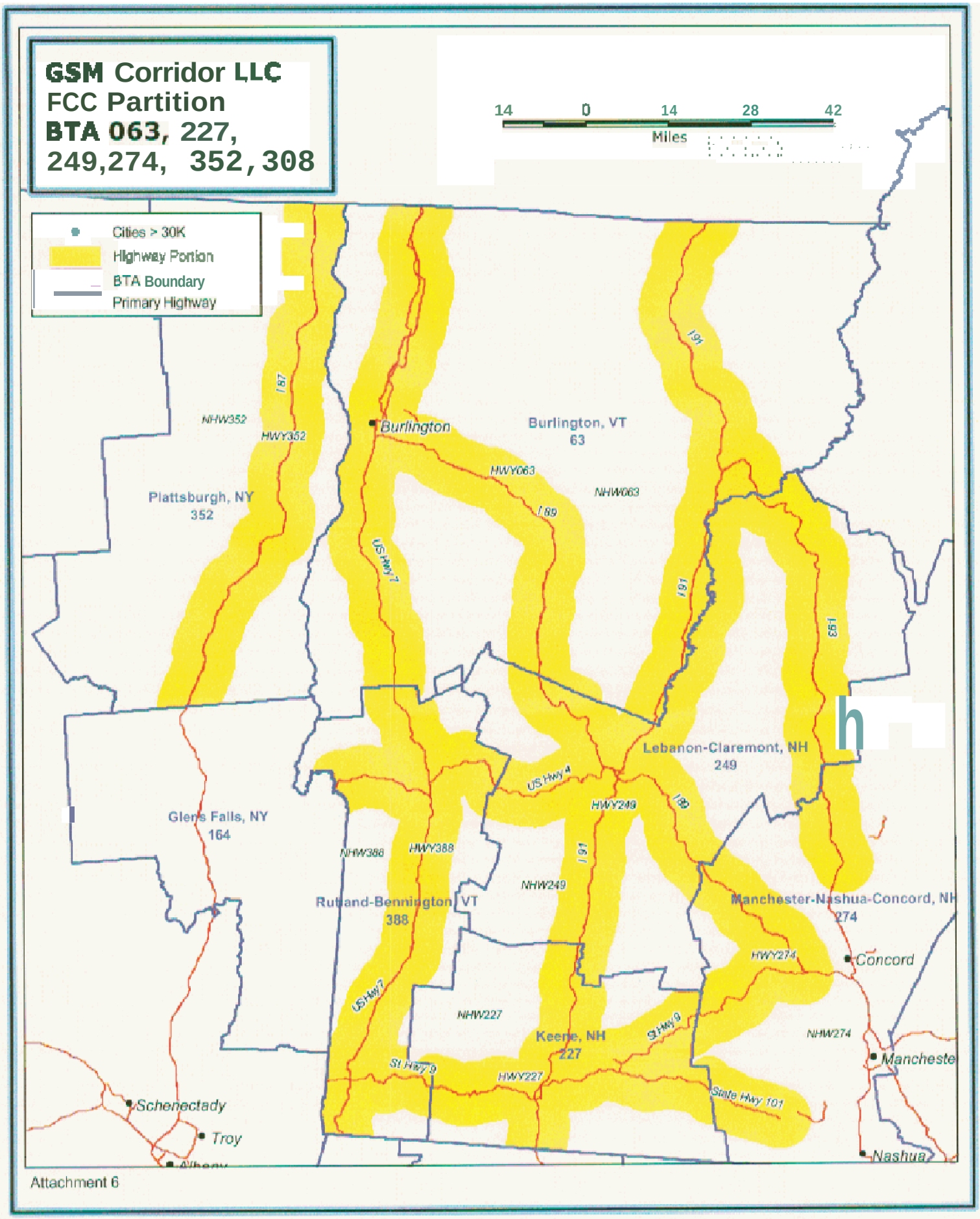
Attachment 4

Attachment A-5



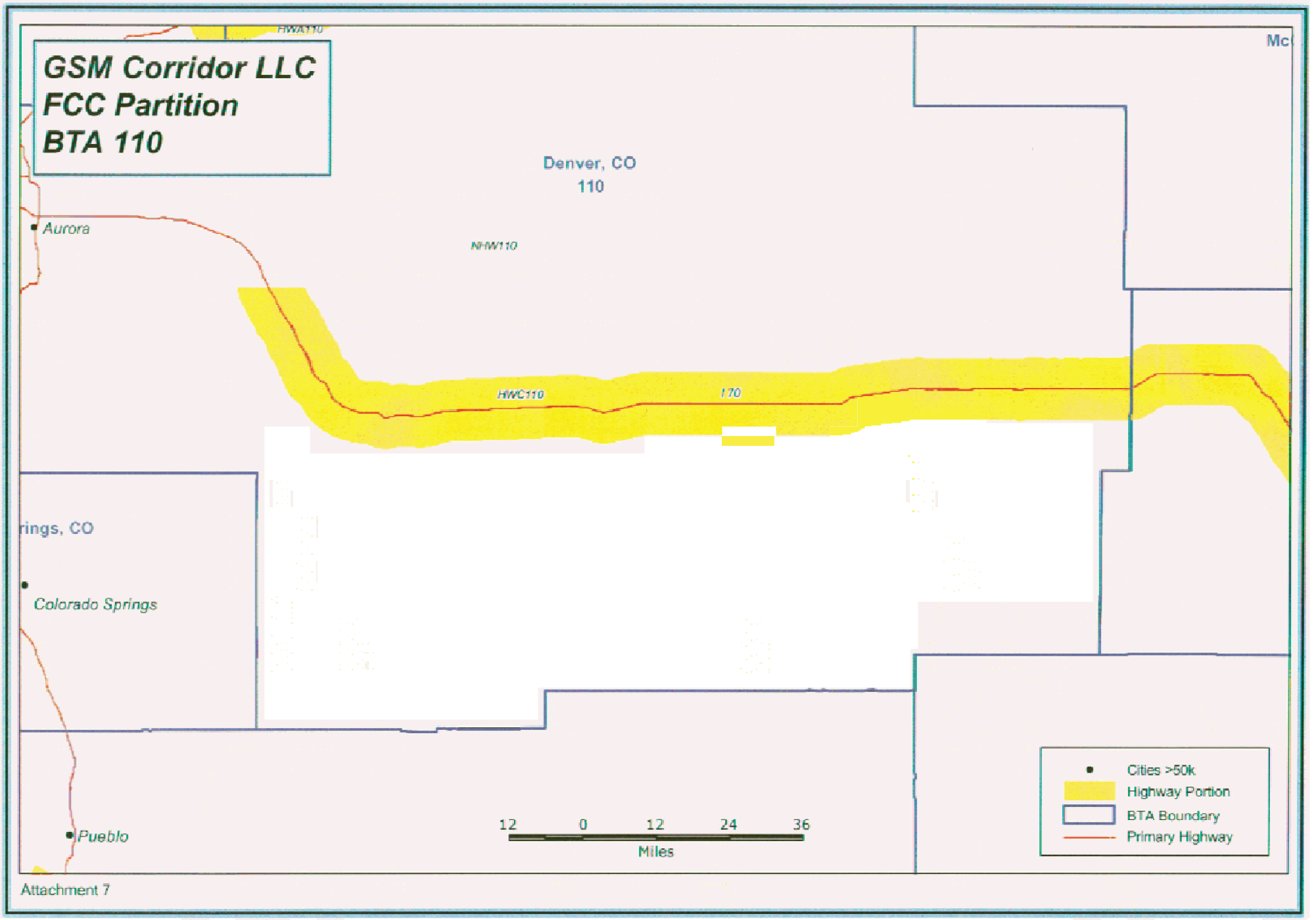
Attachment 5

Attachment **A-6**



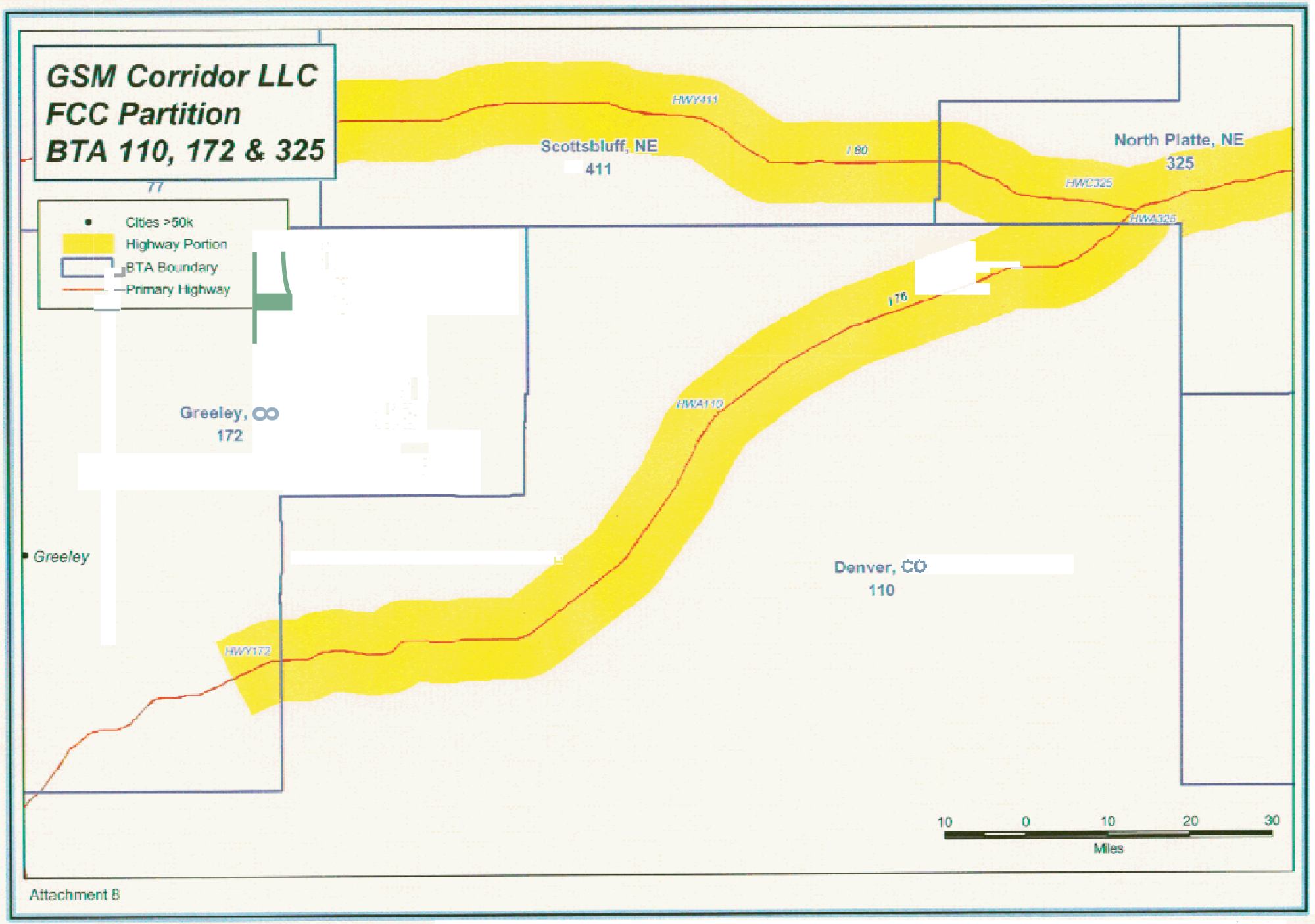
Attachment 6

Attachment A-7



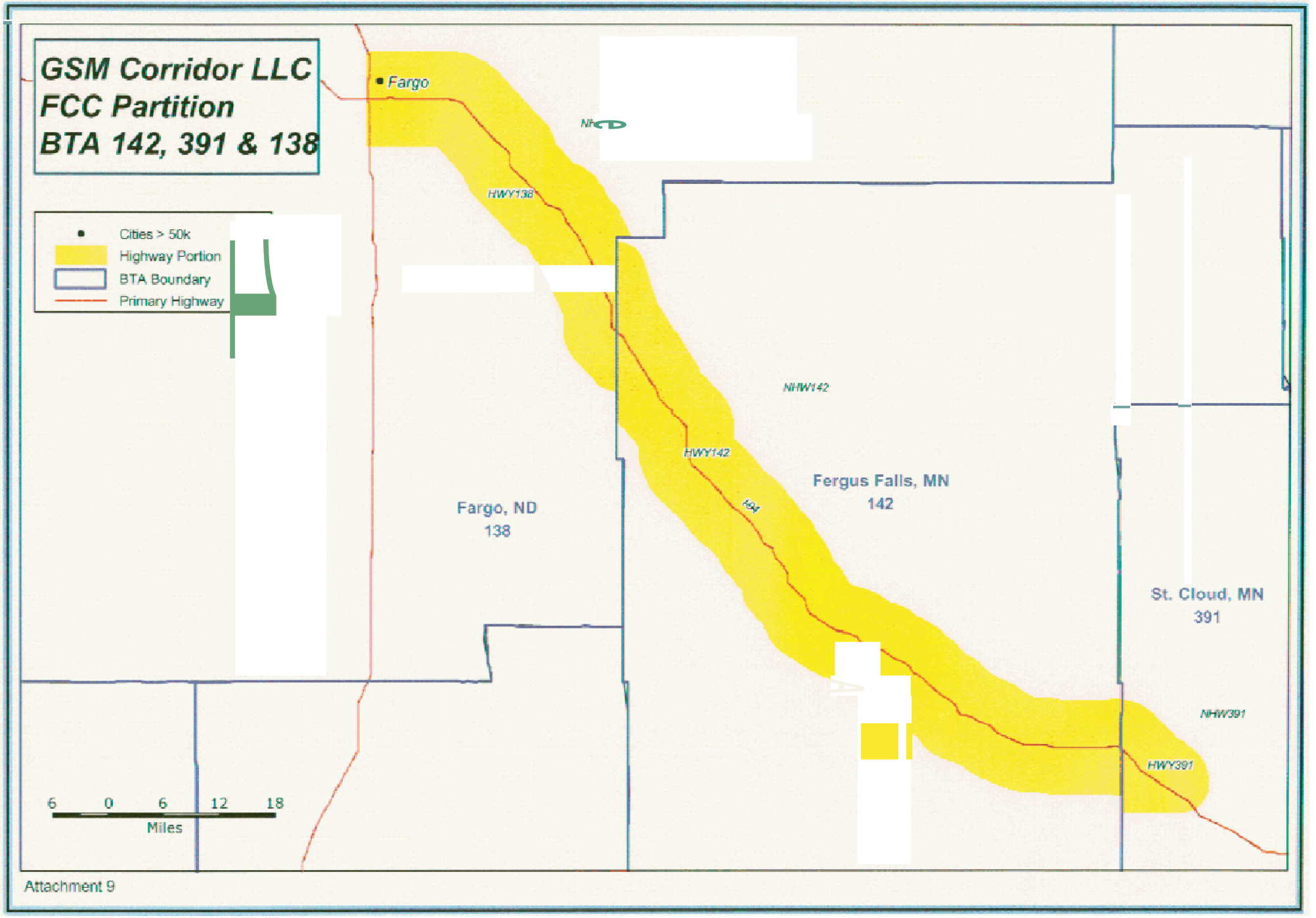
Attachment 7

Attachment A-8



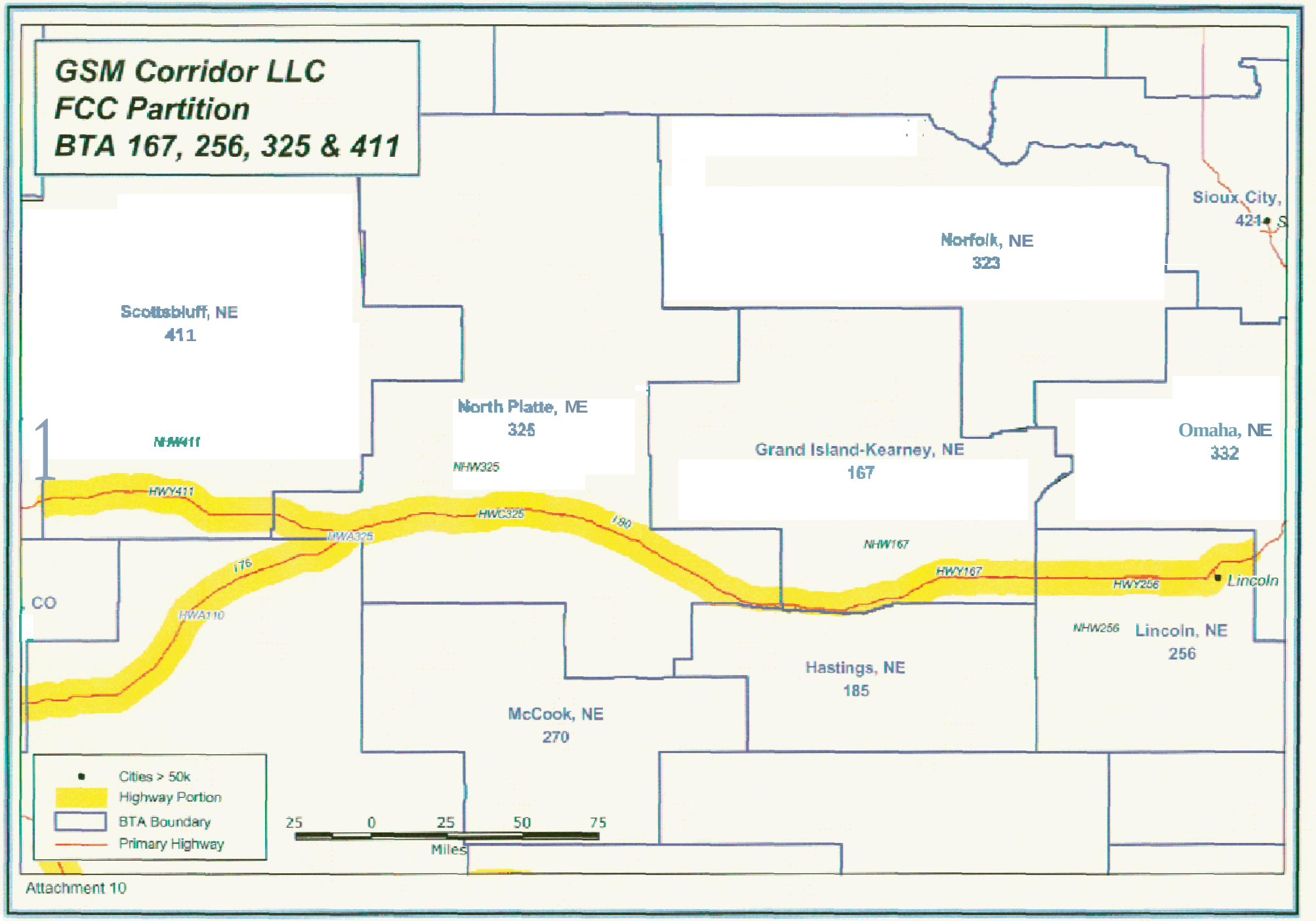
Attachment 8

Attachment A-9



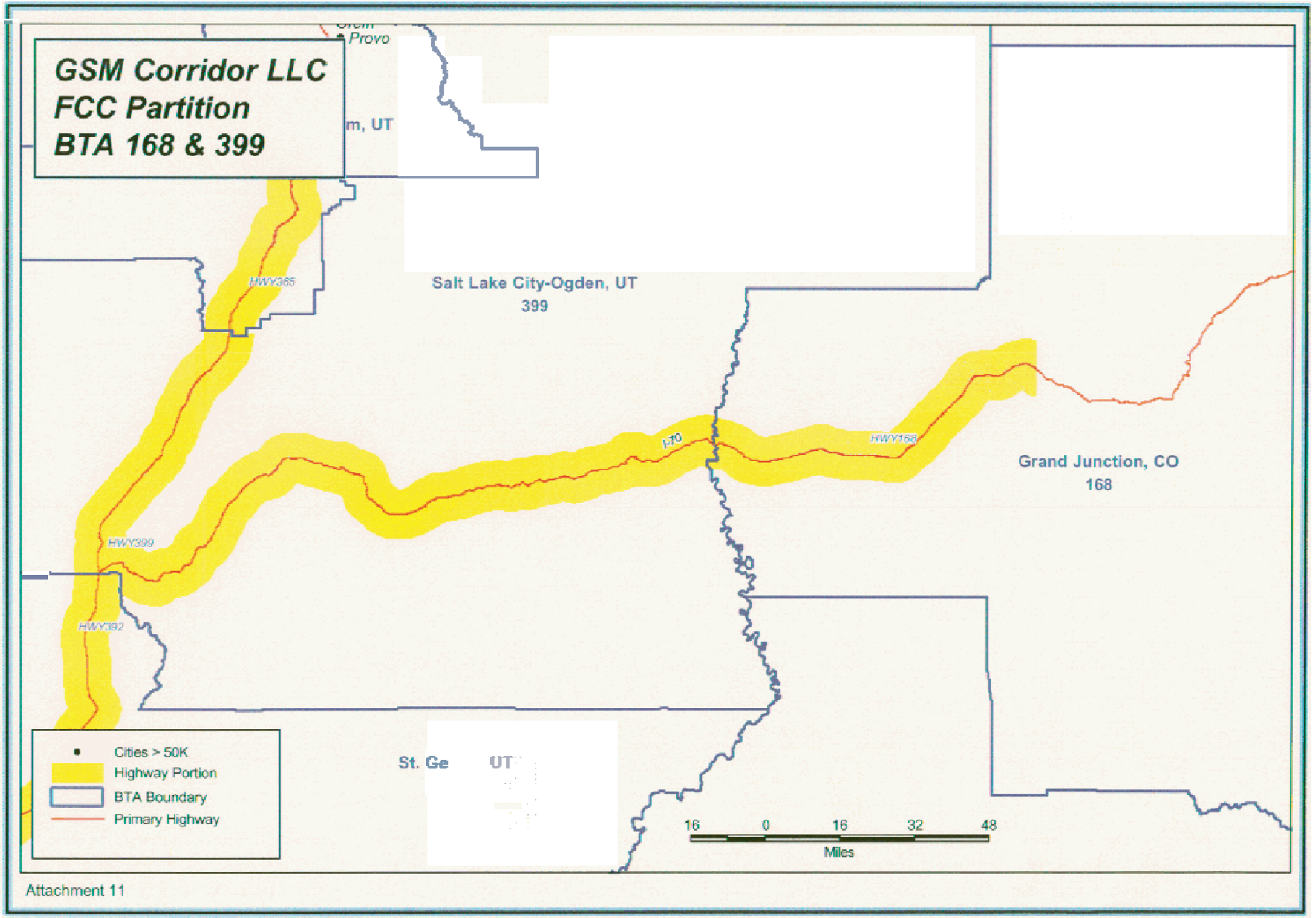
Attachment 9

Attachment A-10



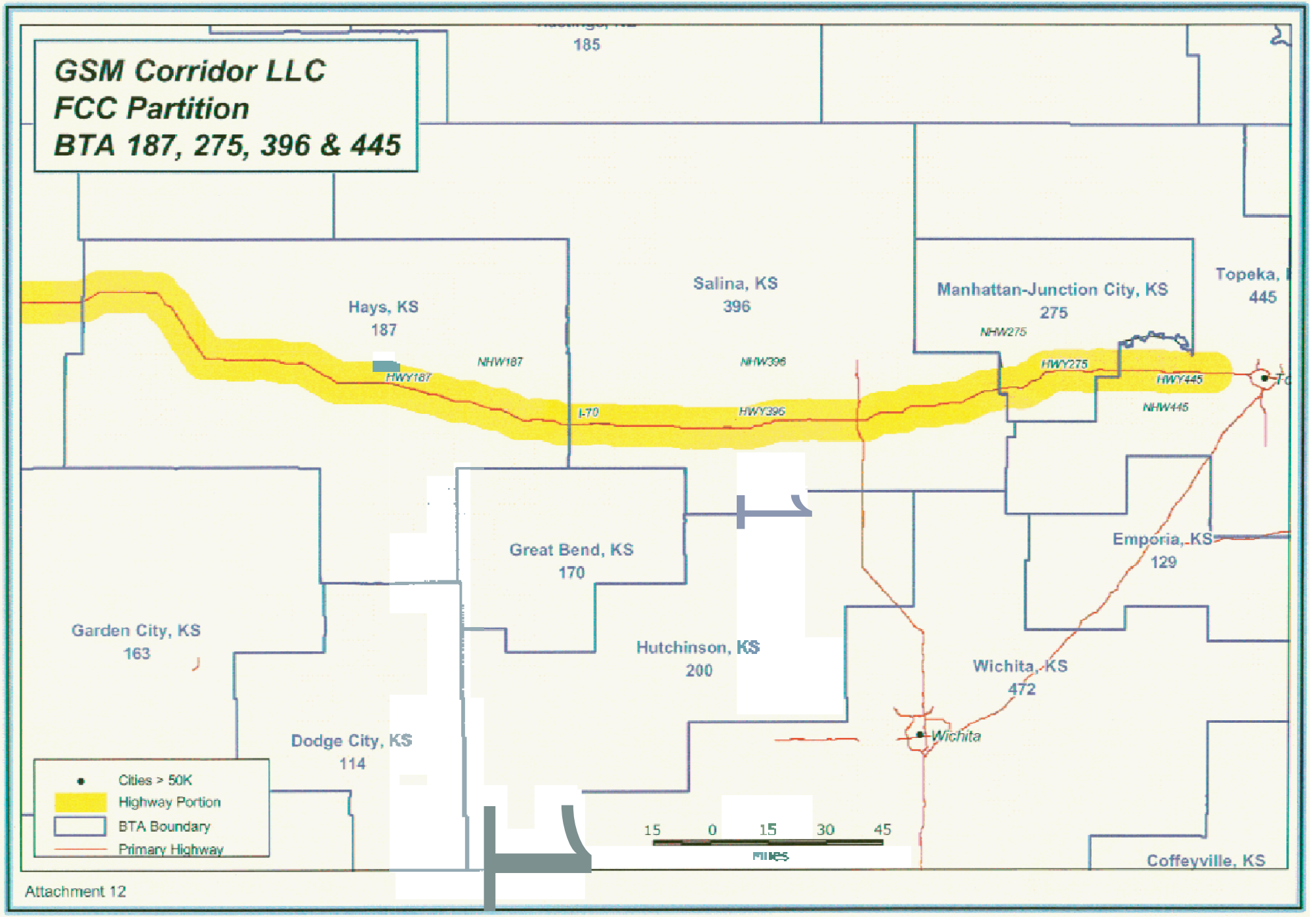
Attachment 10

Attachment A-11



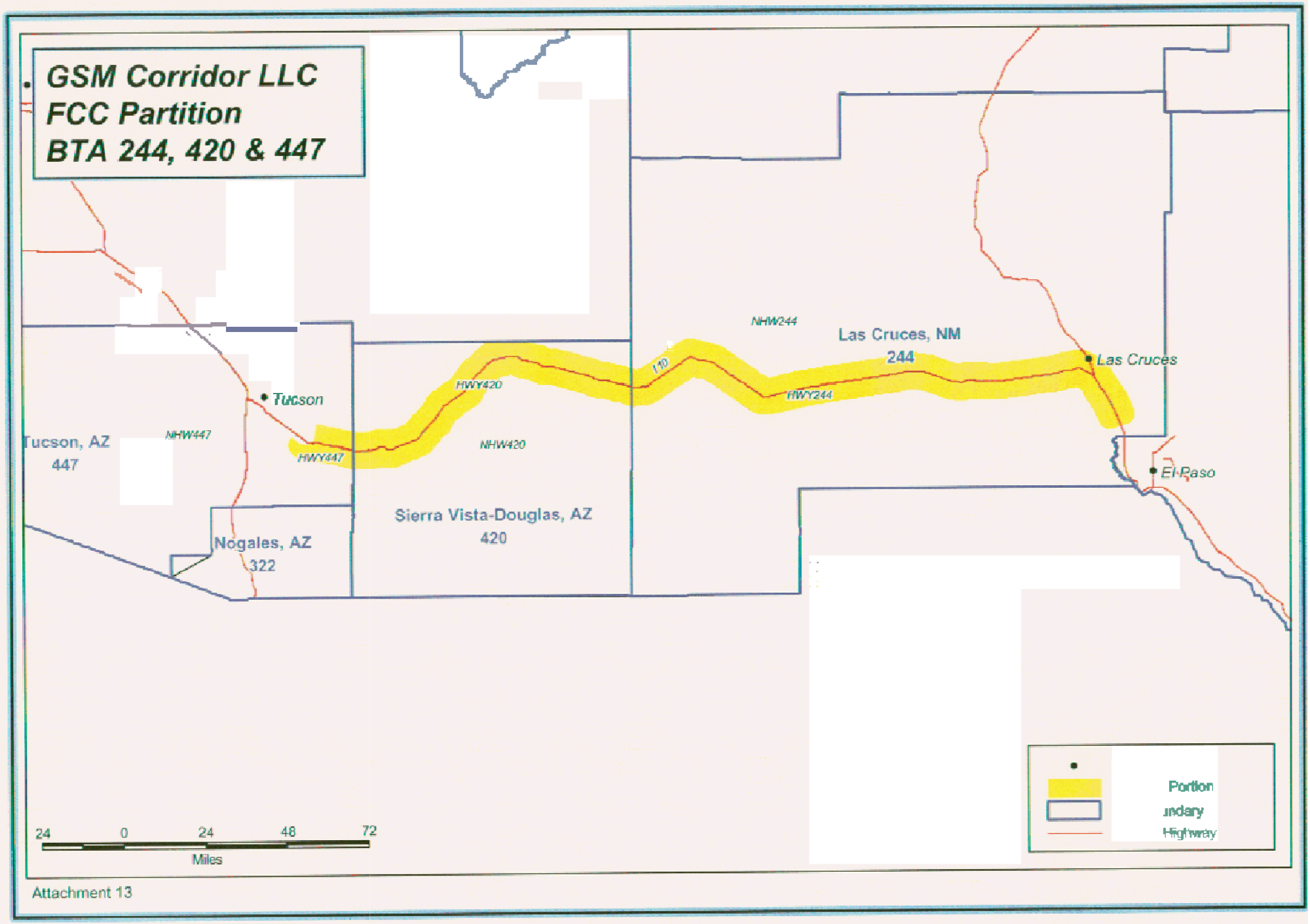
Attachment 11

Attachment A-12



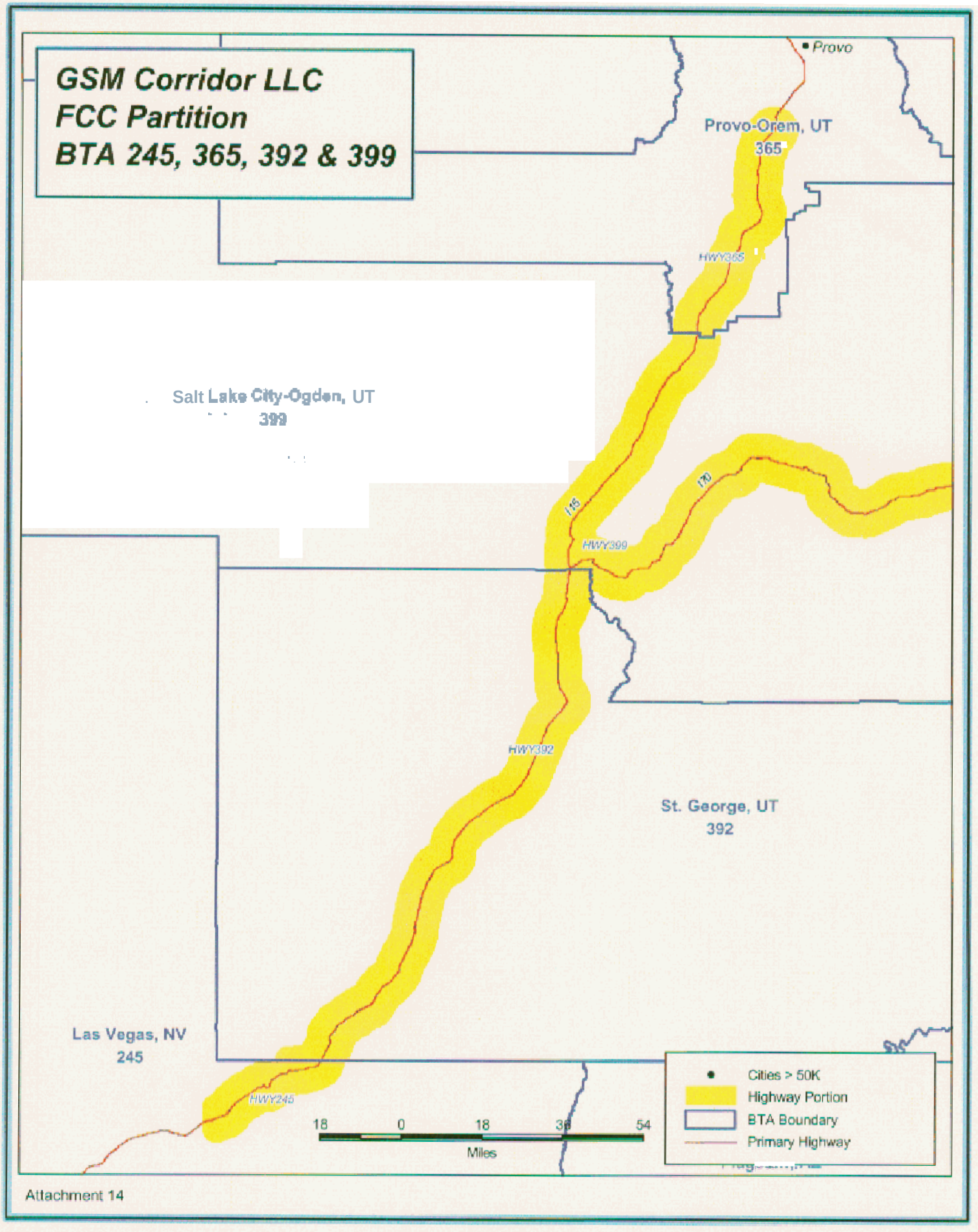
Attachment 12

Attachment A-13



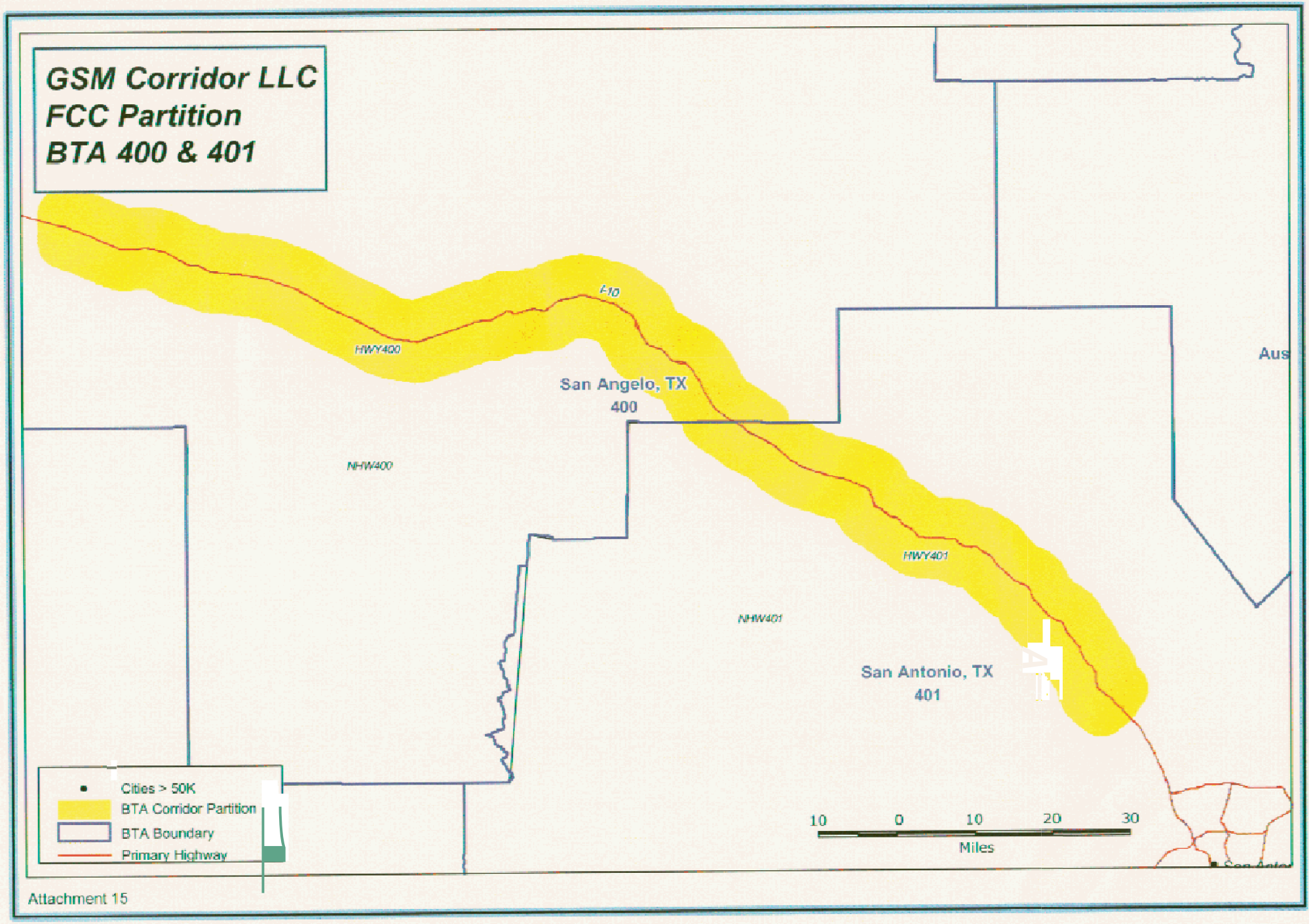
Attachment 13

Attachment A-14



Attachment 14

Attachment **A-15**



Attachment 15

EXHIBIT E: Request for Waiver of Section 1.913(b)

AT&T Wireless PCS, LLC ("AWP") hereby seeks a waiver of Section 1.913(b) of the FCC's rules, 47 C.F.R. §1.913(b), to permit this assignment application to be filed manually on FCC Form 603. As discussed in detail in Exhibit A, through this application and a series of related applications, AT&T Wireless Services, Inc. ("AWS") and Cingular Wireless LLC ("Cingular") are seeking FCC approval to implement a joint venture—GSM Corridor, LLC ("GSM-C")—to build infrastructure using GSM technology that will enable the joint venture partners to provide service to subscribers along more than 3,100 miles of select interstate and state highways in rural parts of the country. Licenses to be controlled by GSM-C will consist of portions of licenses currently held by AWS or its subsidiaries, licenses acquired from third parties, and a license held by a subsidiary/an affiliate of Cingular.

Because these licenses are not presently licensed to AWP in the Commission's Universal Licensing System, however, AWP has no means to file this application electronically. As described in Exhibit A, the proposed transaction involves multiple steps that are interrelated, and the transaction is structured so that no one step can be consummated until the transaction as a whole is approved. Thus, the applications will need to be processed contemporaneously so that the joint venture can be formed and the transaction can close. Under these circumstances, and given that this transfer of control and the related transactions will yield significant public interest benefits, AWP respectfully requests a waiver of Section 1.913(b) of the FCC's rules, to permit this application to be filed manually on FCC Form 603.[1] Grant of the requested waiver will further the public interest by permitting the underlying joint venture to proceed expeditiously, resulting in the rapid expansion of service to areas that might otherwise go unserved by GSM technology and by easing the administrative burden on the applicants, the FCC, and the public.

[1] *See* 47 C.F.R. § 1.3 (waiver justified where good cause is shown); 47 C.F.R. § 1.925(b)(3)(ii) (waiver appropriate where unique circumstances render application of the rule unduly burdensome or applicant has no reasonable alternative).

EXHIBIT C: Response to Question 77

Cingular Wireless LLC ("Cingular"), a 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. In order to facilitate Commission's review of the pending litigation information, pages 3 and 4 of this exhibit are copies of the cases previously reviewed and approved for Cingular in connection with ULS File No. 0000998190, which was granted on September 26, 2002. The current changes are underlined. The *Prepaid Wireless Services, Inc. v. Southwestern Bell Wireless et al.*, Case No. M-00-302 was settled and removed from this exhibit.

On March 7, 2000, *In re Cellular Headquarters, Inc.; Cellular Headquarters, Inc. v. Comcast Cellular Communications, Inc., et al.*, No. 00-1067, was filed in the District of New Jersey. Plaintiff, a current sales agent, alleges a breach of the terms of his franchise agreement due to changes in the commission structure for outside sales agents, the alleged failure to "promote" the sales force through advertising, and anticompetitive steps towards outside sales agents. Pursuant to a Consent Scheduling Order, the discovery deadlines and trial date have been rescheduled as follows: fact discovery must be completed by October 1, 2002; and trial has been set for December 10, 2002.

On January 18, 2001, *Westside Cellular, Inc. d/b/a Cellnet of Ohio v. New Par*, Case No. 1:01CV0505, was filed in Cuyahoga County, Ohio against the Cincinnati SMSA Limited Partnership ("CSLP"), AirTouch, Verizon, and others, for damages as a result of Defendants' alleged failure to offer to sell cellular services to Cellnet at the same rates as it sold such service to its retail affiliates. Plaintiff had previously obtained an adverse order on the issue of liability from the Ohio PUC against CSLP and AirTouch. A notice of appeal of the Ohio PUC decision was filed with the Ohio Supreme Court on June 25, 2001, asserting that the claims are preempted by federal law. Oral argument has not been scheduled yet. This damages action has been remanded to the state court which has denied Defendants' request to stay the action pending the appeal. Discovery cut-off in the damages action is set for August 19, 2002. Trial is set for December 2, 2002.

On November 6, 2001, *Valley Cellular Inc. v. Cingular Wireless LLC*, No. A442136, was filed in the District Court of Clark County, Nevada. Plaintiff is a former exclusive dealer of Defendant's products. On behalf of itself and similarly situated persons, Plaintiff alleges that Defendant inappropriately converted Plaintiff's business for itself by, among other things, opening retail locations immediately adjacent to Plaintiff's retail locations. Plaintiff alleges breach of contract, fraud, interference with prospective economic advantage, and conspiracy, including unfair competition. In response to a motion by Cingular, on February 14, 2002, the Court ordered that the matter be resolved through binding arbitration pursuant to the parties' agency agreement. Although the Court declined to issue a preliminary injunction ordering Plaintiff to comply with the non-compete provision in the parties' agency agreement, it granted a preliminary injunction

enjoining Plaintiff from using Cingular's trademarks and confidential subscriber and business information. On March 20, 2002, Cingular filed a Demand for Arbitration. Plaintiff had twenty days to respond but failed to do so. The parties have agreed upon a single arbitrator.

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 SWBTelephone, 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 Boston. Cingular has not yet been served.

RESPONSE TO QUESTION 48

Cingular Wireless LLC ("Cingular"), the real party in interest, hereby submits this response to Question 48 of the FCC Form 601 concerning allegations against various indirect subsidiaries or affiliates of Cingular. While these cases may fall outside the scope of disclosures required by Question 48, they are nevertheless being reported out of an abundance of caution.

On March 7, 2000, *In re Cellular Headquarters, Inc.; Cellular Headquarters, Inc. v. Comcast Cellular Communications, Inc., et al.*, No. 00-1067, was filed in the District of New Jersey. Plaintiff, a current sales agent, alleges a breach of the terms of his franchise agreement due to changes in the commission structure for outside sales agents, the alleged failure to "promote" the sales force through advertising, and anticompetitive steps towards outside sales agents. Pursuant to a Consent Scheduling Order, the discovery deadlines and trial date have been adjusted as follows: fact discovery must be completed by May 29, 2002; expert discovery closes on July 29, 2002; and trial has been set for September 5, 2002.

On December 15, 2000, *Prepaid Wireless Services, Inc. v. Southwestern Bell Wireless et al.*, Case No. M-00-302, was filed in the United States District Court for the Southern District of Texas. Southwestern Bell Mobile Systems ("SBMS"), among others, is a defendant. Plaintiff was a reseller and claims that Defendants caused the ultimate failure of its business through alleged billing improprieties, delays and misrepresentations, minimum monthly usage requirements and monthly access fees. SBMS has filed a counter-claim for breach of contract and declaratory ruling that it has not violated antitrust laws. The discovery deadline has passed and trial is expected to occur in August 2002. The Court has granted SBMS' motion for summary judgment as to the antitrust claims and as to one count of fraud, two counts of breach of contract, and all negligence claims.

On January 18, 2001, *Westside Cellular, Inc. d/b/a Cellnet of Ohio v. New Par*, Case No. 1:01CV0505, was filed in Cuyahoga County, Ohio against the Cincinnati SMSA Limited Partnership ("CSLP"), AirTouch, Verizon, and others, for damages as a result of Defendants' alleged failure to offer to sell cellular services to Cellnet at the same rates as it sold such service to its retail affiliates. Plaintiff had previously obtained an adverse order on the issue of liability from the Ohio PUC against CSLP and AirTouch. A notice of appeal of the Ohio PUC decision was filed with the Ohio Supreme Court on June 25, 2001, asserting that the claims are preempted by federal law. Oral argument has not been scheduled yet. This damages action has been remanded to the state court which has denied Defendants' request to stay the action pending the appeal. Discovery cut-off in the damages action is set for August 19, 2002. Trial is set for December 2, 2002.

On November 6, 2001, *Valley Cellular Inc. v. Cingular Wireless LLC*, No. A442136, was filed in the District Court of Clark County, Nevada. Plaintiff is a former exclusive dealer of Defendant's products. On behalf of itself and similarly situated persons, Plaintiff alleges that Defendant inappropriately converted Plaintiff's business for itself by, among other things, opening retail locations immediately adjacent to Plaintiff's retail locations. Plaintiff alleges breach of contract, fraud, interference with prospective economic advantage, and conspiracy, including unfair

competition. In response to a motion by Cingular, on February 14, 2002, the Court ordered that the matter be resolved through binding arbitration pursuant to the parties' agency agreement. Although the Court declined to issue a preliminary injunction ordering Plaintiff to comply with the non-compete provision in the parties' agency agreement, it granted a preliminary injunction enjoining Plaintiff from using Cingular's trademarks and confidential subscriber and business information. On March 20, 2002, Cingular filed a Demand for Arbitration. Plaintiff had twenty days to respond but failed to do so. The parties have agreed upon a single arbitrator.

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 SWBTelephone, 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."