IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ANTHONY DALE, *et al.*, *Plaintiffs*, v. EDWARD E. MCNALLY, *Defendant.*	Case No. 1:26-cv-09778 Hon. Thomas M. Durkin Magistrate Albert Berry III

STATEMENT OF INTEREST OF THE UNITED STATES
IN SUPPORT OF NON-PARTY EDWARD E. MCNALLY'S
OPPOSITION TO PLAINTIFFS' MOTION TO COMPEL

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The United States respectfully submits this Statement of Interest ("Statement") under the authority of 28 U.S.C. § 517, which permits the Attorney General to direct any officer of the Department of Justice to attend to the interests of the United States in any case pending in a federal or state court. Here, the United States has an interest in protecting confidential monthly reports ("Confidential Reports") that are prepared by the Monitoring Trustee ("Trustee") for the Antitrust Division ("Division"). The Confidential Reports are produced for the Division to help it secure ongoing compliance with the consent decree that resolved the United States' lawsuit challenging the T-Mobile/Sprint merger ("Consent Decree").[1] These Confidential Reports are now the subject of the Dale Plaintiffs' Motion to Compel (Dkt. 1, "Motion"). Compelling production of the Confidential Reports is likely to harm the Division's work with the Trustee to police compliance with the Consent Decree[2] and to harm the Division's ability to enforce consent decrees in the future.

DISCUSSION

Under F.R.C.P. Rule 45(d)(3)(A)(iv), a court "must quash or modify a subpoena" to a non-party that "subjects a person to an undue burden." Courts have "consistently held" that

[1] The District Court for the District of Columbia entered the Final Judgment for which the Trustee was appointed in April 2020. *See United States v. Deutsche Telekom A.G.*, No. 1:19-cv-22332 (D.D.C.) ("DOJ Action") (Dkt. 85) (attached here as Exhibit A). The Court entered an Amended Final Judgment in October 2023 and a Second Amended Final Judgment in July 2026. *See id.* Dkts. 139, 152. The provisions relating to the Trustee remained unchanged through these amendments. This Statement refers generically to the "Final Judgment" when discussing provisions that have remained unchanged in the amended versions.

[2] The Consent Decree and Confidential Reports are relevant to the Division's ability to ensure compliance by defendants T-Mobile and DISH. While the merger involved T-Mobile and Sprint, DISH agreed to be added as a defendant and be bound by the Final Judgment. *See* Final Judgment at 2. On December 31, 2023, EchoStar Corp. acquired DISH Network Corp., the entity named in the Final Judgment. *See* EchoStar Corp. 2023 Annual Report/10-K, *available at* https://ir.echostar.com/static-files/5d00519f-e471-4572-8cea-add688bc551e. The Motion refers to DISH, so this Statement will do so as well; the Motion for Partial Termination discussed in this Statement refers instead to EchoStar.

"'non-party status' is a significant factor to be considered in determining whether the burden imposed by a subpoena is undue," such that "courts give special weight to the unwanted burdens thrust upon non-parties when balancing competing needs." *Parker v. Four Seasons Hotels, Ltd.*, 291 F.R.D. 181, 188-89 (N.D. Ill. 2013) (quashing non-party subpoenas) (citations omitted). In determining whether a subpoena recipient "is being subjected to undue burden," courts consider a "number of factors, including the person's status as a non-party, the relevance of the discovery sought, the subpoenaing party's need for the documents, the breadth of the request and the burden imposed on the subpoenaed party." *Parker*, 291 F.R.D. at 188 (citation omitted).

"Burden" means more than "mere administrative hardship" and "encompasses the interests that enforced production would compromise or injure." *Patterson v. Burge*, 2005 WL 43240, at *1, *5 (N.D. Ill. Jan. 6, 2005) (quashing non-party subpoena where relevance was based on speculation as to what the evidence would contain and where forcing production by the non-party journalist would impose a "significant burden on important private and public interests" (citing *Nw. Mem'l Hosp. v. Ashcroft*, 362 F.3d 923, 928-29 (7th Cir. 2004))); *see Nw. Mem'l*, 362 F.3d at 928-29 (quashing non-party subpoena to hospital for medical records relating to a party medical doctor's patients where relevance rested on speculation as to what the records would contain and the disclosure of sensitive medical records would impose undue burdens on the hospital and its patients). Here, the Motion threatens the non-party United States' interests, which include "depriving" the United States of "a useful enforcement tool" as well as the "long-term effect of permitting this type of discovery." *In re LTV Securities Litigation*, 89 F.R.D. 595, 619 (N.D. Tex. 1981).

The Motion should be denied because ordering production of the Confidential Reports

would impose burdens on the Trustee and the United States as non-parties that substantially outweigh any relevance the reports may have to the Dale Action.[3]

I. Production of the Confidential Reports would harm the United States' law enforcement interests in this Consent Decree and in other cases.

A. Monitoring trustees can play a critical role in Antitrust Division decrees.

In appropriate cases, monitoring trustees assist the Division and courts in efficiently ensuring compliance with a final judgment.[4] Monitoring trustees provide a capacity for active decree monitoring and consultation with the Division beyond what the Division would be capable of providing for all of its active consent decrees.[5] Moreover, trustees' work is paid for by the defendants responsible for the conduct that led to the consent decree, thus serving the public interest by freeing up financial resources and personnel to be devoted to the Division's mission of investigating, identifying, and redressing anticompetitive conduct.[6]

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[3] *Dale v. Deutsche Telekom AG*, No. 22-3189 (N.D. Ill.) ("Dale Action").

[4] *See, e.g.*, Final Judgment, *United States v. Microsoft Corp.*, No. 1:98-cv-01232-CKK (Docket No. 746) (D.D.C. Nov. 12, 2002) (appointing a three-person technical committee to monitor compliance); Final Judgment, *United States v. Ticketmaster Ent.*, 2020 WL 1061445, at *13-15 (Jan. 28, 2020) (appointing monitoring trustee to monitor compliance with the Final Judgment); Final Judgment, *United States v. Bayer AG*, No. 18-1241 (D.D.C. Feb. 8, 2019) (same).

[5] *See* U.S. Dep't of Just., Merger Remedies Manual (Sept. 2020) at 30, *available at* https://www.justice.gov/atr/page/file/1312416/dl ("A monitoring trustee may be required when technical expertise unavailable within the Division is critical to an effective divestiture [or] . . . when there is an unusually high burden associated with monitoring compliance with a decree . . . . In all cases, the trustee's absolute obligation will be to the Division, while the parties will be responsible for compensating the trustee.").

[6] *See* U.S. Dep't of Just., Antitrust Division Policy Guide to Merger Remedies (June 2011) at 26, *available at* https://www.justice.gov/atr/page/file/1098656/dl?inline ("A monitoring trustee with industry experience can reduce the burden on the Division and the parties while ensuring that the parties adhere to the decree."); *see also* FTC Bureau of Competition, Negotiating Merger Remedies (Jan. 2012) at 18, *available at* https://appliedantitrust.com/09_merger_guidelines/remedies_ftc/ftc_negotiating_merger_remedies1_2012.pdf ("The order to hold separate or maintain assets will include the appointment of an independent third party to . . . monitor the parties' compliance with the order" who "will be the 'eyes and ears' of the Commission and its staff, raising issues with the staff as they arise.").

Monitoring trustees—along with their "confidential reports"—have long been recognized as playing an important role in merger remedies. The Federal Trade Commission found in 2017 that "[t]he appointment of independent third parties to monitor compliance . . . appeared to have helped limit risks," and it went on to note that the "monitors' *confidential* reports contain information on how the respondents have complied with their obligations under the order."[7] The FTC also concluded that open communication between a monitoring trustee and agency personnel is essential to ensuring a remedy's success.[8]

B. Courts have protected trustee materials from discovery because they recognized the harm to United States law enforcement interests that would result.

Courts have refused to require production of a monitoring trustee's materials because of the impact the discovery would have on the government's law enforcement interests. In *LTV Securities*, private plaintiffs sought documents prepared by or for a Special Officer appointed pursuant to an SEC consent decree. The court refused the discovery, holding that the Special Officer's reports and recommendations to the SEC need not be produced absent a showing of "compelling need" for particular items.[9] Noting that the plaintiffs had access to the original sources of information, the court determined that the time and expense for the plaintiffs to review

[7] *FTC's Merger Remedies 2006-2012* (Jan. 2017) at 10-12 ("2017 Merger Remedies Study") (emphasis added), *available at* https://www.ftc.gov/system/files/documents/reports/ftcs-merger-remedies-2006-2012-report-bureaus-competition-economics/p143100_ftc_merger_remedies_2006-2012.pdf.

[8] *Id.* at 37 (highlighting "communication" as a "best practice" and noting the importance of "bring[ing] issues or concerns to the attention of the staff or the monitor as soon as they arise" and of "stay[ing] in contact with the staff and the monitor").

[9] *In re LTV Securities Litigation*, 89 F.R.D. 595, 621-22 (N.D. Tex. 1981). Although the Special Officer was formally appointed by the defendant's Audit Committee, the defendant was required to do so by an SEC consent decree, the Special Officer was obliged to "cooperate fully" with and furnish reports and recommendations to the SEC, and the SEC had a right to confer with him. The court determined that his role justified what it termed a "hybrid privilege" to protect from premature exposure the government's theories regarding past conduct and future avenues of investigation. *Id.* at 616-18.

those materials did not justify requiring the Special Officer to produce his work product.[10]

Relying on *LTV Securities*, a district court overruled class plaintiffs' objections to a provision in an Antitrust Division consent decree, which prohibited civil discovery of tape recordings to be made pursuant to the decree for use by the defendants and the Division to police compliance with the decree.[11] While recognizing that parties generally may not use a consent decree to seal *existing* evidence that would otherwise be available, the district court (in reasoning accepted by the Second Circuit) upheld the "prospective protective order clause" in the decree by distinguishing materials already in existence from the tapes at issue, since the tapes would not exist absent the decree.[12] The district court noted that without that provision "the Antitrust Division would be deprived of a very powerful enforcement tool in this and future cases" and "would lose the ability to leverage the private resources of the Defendants to serve the public's interest in effective enforcement of the antitrust laws."[13]

C. Production of the Confidential Reports would undermine the United States' ongoing enforcement here and in other current and future matters.

Granting the Motion here would undermine the benefits to antitrust enforcement from the use of a monitoring trustee not only in this case but in other current and future cases in which trustees are being or may appropriately be used. The Trustee team here includes engineering, financial, and other experts who obtain information from defendants T-Mobile and DISH

[10] *Id.* at 616.
[11] *See United States v. Alex. Brown & Sons, Inc*., 963 F. Supp. 235, 242-46 (S.D.N.Y. 1997), *affirmed sub nom. United States v. Bleznak*, 153 F.3d 16 (2d Cir. 1998).
[12] *See Alex. Brown*, 963 F.2d at 245-46; *Bleznak*, 153 F.3d at 19-20.
[13] *See Alex. Brown*, 963 F.2d at 243-44. In affirming the entry of the decree as written, the Second Circuit expressly did not "address the merits of a claim of 'investigatory' or other privilege." *See Bleznak*, 153 F.3d at 20. Similarly, the Court need not hold here that monitor discovery should be protected in all cases, and it need only address the circumstances presented here.

relating to their decree compliance and then synthesize the information for, and report their observations and assessments to, the United States. The Trustee's team includes experts in areas outside the Antitrust Division's ordinary subject-matter expertise, providing the Division with important insight into, for example, technical network design information submitted by the defendants. In turn, the Division often shares with the Trustee team information gained through its own enforcement efforts, to inform further investigatory steps for the Trustee team, the Division, or both. These discussions are often reflected in the Confidential Reports, both explicitly, in summarizing recent developments, and implicitly, in that each report includes work product that was prepared based on joint discussions between the Trustee and the Division.

The Confidential Reports thus represent a critical component of the United States' ongoing law enforcement interests in ensuring that T-Mobile and DISH comply with the Final Judgment. Disclosure of the Confidential Reports here would harm those interests by revealing to T-Mobile the confidential work product developed by the Trustee and the Antitrust Division and reflected in the Confidential Reports. Disclosure also could expose those who have assisted the Trustee and the Division to negative consequences and chill the Trustee's and the Division's ability to obtain additional information important to securing compliance.

Further, requiring production of the Confidential Reports likely would have an immediate impact on the other Division cases in which trustees have been or may be appointed. As shown in the attached Appendix, since January 2025 the Division has agreed to five other consent decrees requiring the appointment of a trustee and five more for which one may be appointed.[14]

[14] These numbers are for the Antitrust Division alone and would be higher if the FTC's cases were included. In its 2017 Merger Remedies Study, the FTC noted that for mergers in the 2006-2012 period, "74% of the [merger remedy] orders allowed the Commission to appoint a monitor, but the Commission did not appoint one in cases where it ultimately determined a monitor was unnecessary." 2017 Merger

Looking back ten years (the standard length for Division consent decrees), the Appendix lists 15 *more* cases since 2016 in which a trustee was to be appointed and one more for which one may be appointed. The Division and trustees in active cases would have to take immediate account of the risk that trustee reports in those cases could be subject to production in private litigation, which likely would lead to an immediate chilling effect on the communication the FTC has found is a best practice for minimizing risks to implementation of a decree.[15]

Compelling production of the Confidential Reports also would make it less likely that future defendants would agree to the use of a trustee. In appropriate cases the Antitrust Division seeks defendants' agreement to a trustee and to pay the trustee's fees and expenses. Defendants will be less likely to agree to those terms if they know the trustee's work and reports—which they would be paying for—could be used against them elsewhere. Compelling production here can be expected to lead to the use of fewer trustees (thus forcing the government to incur monitoring expenses that would otherwise be borne by the defendants) and to fewer consent decrees (thus preventing the government from winning relief without the risk and expense of a trial). This likely harm to the Trustee's and the United States' interests is properly counted among the burdens this discovery would impose on non-parties and weighs against the Motion.[16]

II. Plaintiffs have not established the relevance of or need for the Confidential Reports.

The Plaintiffs' argument that the Confidential Reports are relevant rests on two false premises. First, contrary to Plaintiffs' assertions, DISH did not fail to comply with the Final

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Remedies Study at 13-14 (noting the "option to appoint a monitor was included in 97% of orders that involved non-structural remedies").

[15] *See supra* Sec. I.A.

[16] *See In re LTV Securities Litigation*, 89 F.R.D. at 621-22.

Judgment's obligations to enter as a new mobile wireless services provider and to build a new nationwide mobile wireless radio network with its unused spectrum.[17] In fact, DISH *satisfied* each of its commitments.[18] Second, the Confidential Reports would not reveal the Trustee's analysis of the merger's impact on competition. The Final Judgment authorizes him *only* to assess whether T-Mobile and DISH satisfied their specific obligations under the decree. As the Trustee's opposition brief explains, the Trustee's responsibilities are limited to monitoring compliance with the decree, and not to monitoring competition in the mobile wireless industry.[19] Accordingly, Plaintiffs have provided no reasonable explanation as to how the Confidential Reports might contain relevant information.

Finally, the Plaintiffs do not need the Confidential Reports because they are otherwise receiving vast discovery from the parties and numerous non-parties. The recent Joint Status Report summarizes the discovery the Dale Plaintiffs have received or are about to receive from T-Mobile, DISH, and more than a score of non-parties.[20] Yet even with all the discovery

[17] *See* Motion at 2 and 8 (claiming that DISH "exited the market for national retail mobile wireless services" and that "DISH's network buildout never materialized").

[18] *See generally* Memorandum in Support of Unopposed Motion of the United States for Partial Termination of Amended Final Judgment at 3-17 (DOJ Action Dkt. 149) (May 19, 2026) (attached as Exhibit B) (noting that DISH "built a new 5G wireless radio network covering 70% of the United States population, as required" by the Final Judgment, that by June 2023 "DISH satisfied each of" the buildout commitments in the consent decree, that DISH subsequently sold its spectrum licenses due to its failure to satisfy the FCC that it met the *separate* FCC buildout obligations DISH agreed to when it purchased the licenses, and that DISH continues as a mobile wireless services provider).

[19] *See* "Non-Party Edward E. McNally's Memorandum of Law in Opposition to Plaintiffs' Motion to Compel" (Dkt. 10) at 3. *See also United States v. Apple, Inc.*, 2014 U.S. App. LEXIS 8108 at *20-21 (2d. Cir. 2014) (determining that the role of another Antitrust Division monitoring trustee was limited to the responsibilities defined in the court's decree and "would not allow the monitor to investigate whether such personnel were in fact complying with the antitrust or other laws"); *EEOC v. Roadway Express, Inc.*, No. 06-cv-4805, 2010 U.S. Dist. LEXIS 143054 (N.D. Ill. Dec. 20, 2010) (entering consent decree providing that the defendant could seek the Court's assistance if necessary to void payment of any fees or expenses incurred by the Monitor that relate to *work beyond the scope of the Monitor's duties under the consent decree*) (emphasis added)).

[20] *See* Dale Action, Dkt. 389 (Sept. 9, 2026) (noting Plaintiffs received 5.6 million documents from T-

received to date, Plaintiffs have not demonstrated they need the Confidential Reports because they have not identified any specific relevant information they wish to receive from the Trustee that is not available from T-Mobile, DISH, or one of the numerous other non-parties also subpoenaed.

CONCLUSION

For all of these reasons, the Court should deny the Motion to Compel.

Dated: September 30, 2026

Respectfully submitted,

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Mobile in April 2025, are receiving productions from Verizon, AT&T, and DISH, have subpoenaed at least 21 additional non-parties, and are due to take at least 15 depositions of T-Mobile alone).

APPENDIX

U.S. Department of Justice Antitrust Cases where Consent Decree included Monitor[1]

2016-Present

Case	Dkt.	Date	Document
United States v. Agri Stats, Case No. 0:23-CV-03009-JRT-JFD (D.Minn)	763	9/10/26	Final Judgment at 20-26.
United States v. RealPage, Case No. 1:24-cv-710 (M.D.N.C.)	194	5/19/26	Final Judgment at 18-24.*
United States v. Deutsche Telekom AG, Case No. 1:19-cv-2232-TJK (D.D.C.)	152	7/15/26	Second Amended Final Judgment at 26-28.
United States v. Live Nation Entertainment, Inc., Case No. 1:24-cv-39730-AS (S.D.N.Y.)	1523-2	6/12/26	Proposed Final Judgment at 26-31.
United States v. Reddy Ice LLC, Case No. 1:26-cv-271 (D.D.C.)	24-1	5/29/26	Final Judgment at 58-62.
United States v. UnitedHealth Group, Case No. 1:24-cv-03267-JKB (D. Md.)	252	2//03/26	Modified Final Judgment at 23-28.
United States v. Safran, S.A., Case No. 1:25-cv-01897 (D.D.C.)	14	11/25/25	Final Judgment at 14-17.
United States v. Cargill Meat Solutions Corp., Case No. 1:22-cv-1821 (D. Md.)	85	4/9/24	Modified Final Judgment at 12-17.
United States v. Assa Abloy Ab, Case No. 1:22-cv-02791 (D.D.C.)	143	9/13/23	Final Judgment at 27-29.
United States v. Danfoss A/S, Case No. 1:21-cv-1880 (D.D.C)	13	10/26/21	Final Judgment at 24-27.
United States v. Intuit Inc., Case No. 1:20-cv-03441-ABJ (D.D.C.)	16	8/02/21	Final Judgment at 23-26.
United States v. Liberty Latin America Ltd., Case No. 1:20-cv-03064-TNM (D.D.C.)	16	2/03/21	Final Judgment at 26-28.
United States v. Centurylink, Inc., Case No. 1:17-cv-02028 (D.D.C.)	15	8/17/20	Amended Final Judgment at 28-30.
United States v. United Technologies Corp., Case No. 1:20-cv-00824-DLF (D.D.C.)	28	7/22/20	Final Judgment at 42-45.

[1] A monitor was to be appointed in all cases cited except those marked with an asterisk. In *RealPage*, the court entered, or the parties have proposed, six separate final judgments contemplating appointment of a monitor; a monitor was designated to be appointed for defendant RealPage itself, but for the five other defendants a monitor would be appointed only if certain conditions came true. In *Cox Enterprises* a monitor would be appointed only if certain conditions came true.

Case	Dkt.	Date	Document
United States v. Ticketmaster Ent., Case No. 1:10-cv-00139-RMC (D.D.C.)	29	1/28/20	Amended Final Judgment at 30-33.
United States v. CVS Health, Case No. 18-2340-RJL (D.D.C.)	137	9/04/19	Final Judgment at 16-18.
United States v. Bayer AG, Case No. 1:18-cv-01241-JEB	25	2/08/19	Final Judgment at 33-36.
United States v. Thales S.A., Case No. 1:19-cv-00569-BAH (D.D.C.)	13	7/01/19	Final Judgment at 21-24.
United States v. Dow Chemical, Case No. 1:17-cv-01176-APM (D.D.C.)	16	10/19/17	Final Judgment at 23-25.
United States v. Anheuser-Busch InBev SA/NV, Case No. 1:16-cv-01483 (D.D.C.)	42	10/22/18	Modified Final Judgment at 24-27.
United States v. Danone S.A., Case No. 1:17-cv-00592-KBJ (D.D.C.)	11-1	7/12/17	Final Judgment at 17-20.
United States v. Springleaf Holdings, Inc., Case No. 1:15-cv-0992-RMC (D.D.C.)	20	4/15/16	Final Judgment at 14-17.
United States v. Cox Enterprises, Inc., Case No. 1:15-cv-01583-TFH (D.D.C.)	11	1/21/16	Final Judgment at 23-26*

CERTIFICATE OF SERVICE

I hereby certify that on September 30, 2026, I caused a copy of the foregoing Statement of Interest of the United States in Support of Non-Party Edward E. McNally's Opposition to Plaintiffs' Motion to Compel to be served upon all counsel of record via the Court's CM/ECF system.

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EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA *et al.*, *Plaintiffs*, v. DEUTSCHE TELEKOM AG, T-MOBILE US, INC., SOFTBANK GROUP CORP., SPRINT CORPORATION, and DISH NETWORK CORPORATION, *Defendants.*

Case No. 19-cv-2232

Filed:

~~[PROPOSED]~~ FINAL JUDGMENT

WHEREAS, Plaintiffs, United States of America and the States of Kansas, Nebraska, Ohio, Oklahoma, and South Dakota ("Plaintiff States"), filed their Complaint on July 26, 2019, the Plaintiffs and Defendants Deutsche Telekom AG, T-Mobile US, Inc., SoftBank Group Corp., and Sprint Corp., by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party regarding any issue of fact or law;

AND WHEREAS, pursuant to a Stipulation and Order among Deutsche Telekom AG, T-Mobile US, Inc., SoftBank Group Corp., Sprint Corp., and DISH Network Corp. (collectively, "Defendants") and the United States, the Court has joined DISH Network Corp. as a defendant to this action for the purposes of settlement and for the entry of this Final Judgment;

AND WHEREAS, Defendants agree to be bound by the provisions of this Final Judgment pending its approval by the Court;

AND WHEREAS, the purpose of this Final Judgment is to preserve competition by enabling the entry of another national facilities-based mobile wireless network operator;

AND WHEREAS, Plaintiffs require Divesting Defendants to make certain divestitures for the purpose of remedying the loss of competition alleged in the Complaint;

AND WHEREAS, Defendants have represented to Plaintiffs that the divestitures and other relief required by this Final Judgment can and will be made and carried out, and that Defendants will not later raise any claim of hardship or difficulty as grounds for asking the Court to modify any of the provisions contained below;

NOW THEREFORE, before any testimony is taken, without trial or adjudication of any issue of fact or law, and upon consent of the parties, it is ORDERED, ADJUDGED, AND DECREED:

I. JURISDICTION

The Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief may be granted against Divesting Defendants and Parent Defendants under Section 7 of the Clayton Act, 15 U.S.C. § 18. Pursuant to the Stipulation and Order filed simultaneously with this Final Judgment joining DISH as a defendant to this action, DISH has consented to this Court's exercise of specific personal jurisdiction over DISH in this matter solely for the purposes of settlement and for the entry and enforcement of the Final Judgment.

II. DEFINITIONS

As used in this Final Judgment:

A. "Acquiring Defendant" or "Acquirer" or "DISH" mean Defendant DISH Network Corporation, a Nevada corporation with its headquarters in Englewood, Colorado; its successors and assigns; and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

B. "Assurance Wireless" means the prepaid wireless business conducted by Virgin Mobile under the Assurance Lifeline brand.

C. "Cell Site" or "Tower Site" mean any wireless communications towers, rooftops, water towers, or other wireless communications facilities owned or leased by Divesting Defendants and the physical location and wireless equipment thereto.

D. "Decommissioned" or "Decommissioning" means, with respect to a Cell Site, when the Cell Site is no longer transmitting on Divesting Defendants' networks. With respect to Retail Locations, Decommissioned or Decommissioning means when Divesting Defendants cease customer service operations.

E. "Deutsche Telekom" means Deutsche Telekom AG, a German corporation headquartered in Bonn, Germany, that is the controlling shareholder of T-Mobile; its successors and assigns; and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

F. "Divesting Defendants" means T-Mobile and Sprint.

G. "Divestiture Assets" means the Prepaid Assets, the 800 MHz Spectrum Licenses, the Decommissioned Retail Locations, and the Decommissioned Cell Sites.

H. "Fifth Generation Broadband Services" or "5G Services" means at least 3GPP Release 15, capable of providing enhanced mobile broadband (eMBB) functionality.

I. "Full MVNO Agreement" means an agreement that (1) provides the Acquiring Defendant the ability to sell retail mobile wireless services as an MVNO using the Divesting Defendants' wireless networks, (2) provides Acquiring Defendant the option to deploy its own core network with all associated service platforms to be offered in combination with services provided by Divesting Defendants' wireless networks, and (3) requires Divesting Defendants to provide network connectivity between Divesting Defendants and Acquiring Defendant's network for all traffic.

J. "MVNO" means a mobile virtual network operator, such as TracFone and Google Fi, that obtains network access from facilities-based providers like T-Mobile and Sprint and resells that mobile wireless service to consumers under its own brand name.

K. "Parent Defendants" means Deutsche Telekom and SoftBank.

L. "Prepaid Assets" means all tangible and intangible assets primarily used by the Boost Mobile, Sprint-branded prepaid, and Virgin Mobile businesses today, including but not limited to Boost and Virgin Mobile Retail Locations, licenses, personnel, facilities, data, and intellectual property, as well as all relationships and/or contracts with prepaid customers served by Sprint, Boost Mobile, and Virgin Mobile. Prepaid Assets do not include the Assurance Wireless business and the prepaid wireless customers of Shenandoah Telecommunications Company and Swiftel Communications, Inc.

M. "Prepaid Assets Personnel" means all employees whose jobs currently focus on the support of the Prepaid Assets, or whose jobs have previously focused on supporting the

Prepaid Assets at any time between January 1, 2016 and the date on which the Prepaid Assets are divested to the Acquirer. Prepaid Assets Personnel shall include no fewer than 400 current employees of the Divesting Defendants, which shall include employees involved in sales management, marketing management, distribution support, sales support, and finance.

N. "Retail Locations" means any retail locations owned or operated by Divesting Defendants and from which either T-Mobile or Sprint sells mobile wireless service under any of their affiliated brands, including Sprint, Boost Mobile, Virgin Mobile, T-Mobile, Metro by T-Mobile, and MetroPCS.

O. "800 MHz Spectrum Licenses" means all of Sprint's 800 MHz spectrum holdings as listed and described in Attachment A to this Final Judgment.

P. "600 MHz Spectrum Licenses" means all of DISH's 600 MHz spectrum holdings as listed and described in Attachment B to this Final Judgment.

Q. "SoftBank" means SoftBank Group Corp., a Japanese corporation and controlling shareholder of Sprint; its successors and assigns; and its parents, subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

R. "Sprint" means Defendant Sprint Corporation, a Delaware corporation with its headquarters in Overland Park, Kansas; its successors and assigns; and its subsidiaries, divisions, groups, affiliates (other than SoftBank), partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

S. "T-Mobile" means Defendant T-Mobile US, Inc., a Delaware corporation with its headquarters in Bellevue, Washington; its successors and assigns; and its subsidiaries, divisions,

groups, affiliates (other than Deutsche Telekom), partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

III. APPLICABILITY

A. This Final Judgment applies to the Divesting Defendants, Parent Defendants, and Acquiring Defendant, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

B. If any of the terms of an agreement between (i) Divesting Defendants and the Acquiring Defendant to effectuate the divestitures required by the Final Judgment or (ii) Defendants and the Federal Communications Commission (FCC) to effectuate the divestitures required by the Final Judgment varies from the terms of this Final Judgment then, to the extent that Defendants cannot fully comply with both terms due to a conflict between the terms, this Final Judgment will determine Defendants' obligations. Provided, however, that if there is an inconsistency between this Final Judgment and any commitment any of the Defendants have made to the FCC, the more stringent obligations will control.

IV. DIVESTITURES

A. Prepaid Assets

1. The Divesting Defendants shall take all actions required to enable Acquiring Defendant to have, within ninety (90) days after notice of the entry of this Final Judgment by the Court, the ability to provision any new or existing customer of the Prepaid Assets holding a compatible handset device onto the T-Mobile network pursuant to the terms of any Full MVNO Agreement. Divesting Defendants are ordered and

directed, not more than fifteen (15) days after Divesting Defendants can provide Acquiring Defendant the ability to provision any new or existing customer of the Prepaid Assets holding a compatible handset device onto the T-Mobile network pursuant to the terms of any Full MVNO Agreement, or the first business day of the month following the later of the consummation of the merger of T-Mobile and Sprint and the receipt of any approvals required for the divestiture of the Prepaid Assets from the FCC and any material state public utility commission, or five (5) calendar days after notice of the entry of this Final Judgment by the Court, whichever is later, to divest the Prepaid Assets to Acquiring Defendant in a manner acceptable to the United States, in its sole discretion.

2. Employees

a. Within ten (10) business days following the filing of the Complaint in this matter, Divesting Defendants shall provide to Acquiring Defendant, the United States, the Plaintiff States, and the Monitoring Trustee, organization charts covering all Prepaid Assets Personnel for each year from January 1, 2016 to present. Within ten (10) business days of receiving a request from Acquiring Defendant, Divesting Defendants shall provide to Acquiring Defendant, the United States, the Plaintiff States, and the Monitoring Trustee, additional information related to identified Prepaid Assets Personnel, including name, job title, reporting relationships, past experience, responsibilities from January 1, 2016 through the date on which the Prepaid Assets are transferred to Acquirer, training and educational history, relevant certifications, job performance evaluations, and current salary and benefits information to enable Acquiring

Defendant to make offers of employment. If Divesting Defendants are barred by any applicable laws from providing any of this information to Acquiring Defendant, within ten (10) business days of receiving Acquiring Defendant's request, Divesting Defendants will provide the requested information to the greatest extent possible under applicable laws and also provide a written explanation of their inability to comply fully with Acquiring Defendant's request for information regarding Prepaid Assets Personnel.

b. Upon request, Divesting Defendants shall make Prepaid Assets Personnel available for interviews with Acquiring Defendant during normal business hours at a mutually agreeable location. Divesting Defendants will not interfere with any negotiations by Acquiring Defendant to employ any Prepaid Assets Personnel. Interference includes but is not limited to offering to increase the salary or benefits of or offering bonuses to Prepaid Assets Personnel other than as part of a company-wide increase in salary or benefits or company-wide provision of bonuses granted in the ordinary course of business. If Divesting Defendants have offered Prepaid Assets Personnel incentives to remain employed with Divesting Defendants until a certain date (e.g., retention bonuses), Divesting Defendants must warrant to those Prepaid Assets Personnel and the Acquiring Defendant that the Prepaid Assets Personnel will receive all promised incentives if they accept an offer of employment with the Acquiring Defendant and remain employed with the Acquiring Defendant until the date contemplated by the

originally agreed-upon incentive. Divesting Defendants shall be responsible for reimbursing Acquiring Defendant the costs associated with such incentives.

c. For any Prepaid Assets Personnel who elect employment with Acquiring Defendant, Divesting Defendants shall waive all non-compete and non-disclosure agreements, vest all unvested pension and other equity rights, and provide all benefits to which Prepaid Assets Personnel would be provided if transferred to a buyer of an ongoing business.

d. For a period of two (2) years from the date of filing of the Complaint in this matter, Divesting Defendants may not solicit to hire, or hire, any Prepaid Assets Personnel who was hired by Acquiring Defendant, unless (a) such individual is terminated or laid off by Acquiring Defendant or (b) Acquiring Defendant agrees in writing that Divesting Defendants may solicit or hire that individual.

e. Nothing in this Section prohibits Divesting Defendants from maintaining any reasonable restrictions on the disclosure by any employee who accepts an offer of employment with Acquiring Defendant of Divesting Defendants' proprietary non-public information that is (a) not otherwise required to be disclosed by this Final Judgment, (b) related solely to Divesting Defendant's businesses and clients, and (c) unrelated to the Divestiture Assets.

f. Acquiring Defendant's right to hire Prepaid Assets Personnel pursuant to Paragraph IV(A)(2) and Divesting Defendants' obligations under

Paragraphs IV(A)(2)(a)-(c) lasts for a period of one hundred and eighty (180) days after the closing of the divestiture of the Prepaid Assets.

3. Divesting Defendants shall warrant to Acquiring Defendant that the Prepaid Assets will be fully operational on the date of transfer.

4. At the option of Acquiring Defendant, Divesting Defendants shall enter into one or more transition services agreements to provide billing, customer care, SIM card procurement, device provisioning, and all other services used by the Prepaid Assets prior to the date of their transfer to Acquirer for an initial period of up to two (2) years after the transfer of the Prepaid Assets. During the initial two-year term of the agreement, Divesting Defendants shall provide the transition services at no greater than cost to Acquiring Defendant. All other terms and conditions of any such agreement must be reasonably related to market conditions for the provision of the relevant services and must be acceptable to the United States in its sole discretion, after consultation with the affected Plaintiff States. Upon Acquiring Defendant's request, the United States, in its sole discretion, after consultation with the affected Plaintiff States, may approve one or more extensions of such agreement(s) for a total of up to an additional one (1) year.

5. At Acquiring Defendant's option, on or before the divestiture of the Prepaid Assets, Divesting Defendants shall assign or otherwise transfer to Acquiring Defendant all transferable or assignable agreements, or any assignable portions thereof, related to the Prepaid Assets, including, but not limited to, all supply contracts, licenses, and collaborations. Divesting Defendants shall use best efforts to expeditiously obtain from any third parties any consent necessary to transfer or assign to Acquiring Defendant

all agreements related to the Prepaid Assets. To the extent consent cannot be obtained and the agreement is not otherwise assignable, Divesting Defendants shall use best efforts to obtain or provide for Acquiring Defendant, as expeditiously as possible, the full benefits of any such agreement as it relates to the Prepaid Assets by assisting Acquiring Defendant to secure a new agreement and by taking any other steps necessary to ensure that Acquiring Defendant obtains the full benefit of the agreement as it relates to the Prepaid Assets. Divesting Defendants will not assert, directly or indirectly, any legal claim that would interfere with Acquiring Defendant's ability to obtain the full benefit from any transferred third-party agreement to the same extent enjoyed by Divesting Defendant prior to the transfer.

6. At Acquiring Defendant's option, on or before the divestiture of the Prepaid Assets, Divesting Defendants shall provide contact information and make introductions to distributors and suppliers that support the Prepaid Assets. Divesting Defendants shall not interfere with Acquiring Defendant's attempts to negotiate with these distributors or suppliers.

B. **800 MHz Spectrum License Transfer**

1. Divesting Defendants are ordered and directed, within three (3) years after the closing of the divestiture of the Prepaid Assets or within five (5) business days of the approval by the FCC of the transfer of the 800 MHz Spectrum Licenses, whichever is later, to divest the 800 MHz Spectrum Licenses in a manner acceptable to the United States, in its sole discretion, after consultation with the affected Plaintiff States. The United States, in its sole discretion, after consultation with the affected Plaintiff States,

may agree to one or more extensions of this time period not to exceed sixty (60) calendar days in total, and will notify the Court in such circumstances. Acquiring Defendant will make timely application to the FCC for the transfer of the spectrum to comply with this Paragraph.

2. Acquiring Defendant shall pay a penalty of $360,000,000 to the United States if it elects not to purchase the 800 MHz Spectrum Licenses. The Acquiring Defendant shall pay the penalty within thirty (30) days of declining to purchase the 800 MHz Spectrum Licenses. Notwithstanding the foregoing, the Acquiring Defendant will not be required to pay such penalty if it has deployed a core network and offered 5G Service to at least 20% of the U.S. population over DISH's facilities-based network within three (3) years of the closing of the divestiture of the Prepaid Assets.

3. If, at the expiration of this Final Judgment, Acquiring Defendant has acquired the 800 MHz Spectrum Licenses, but has not deployed all of the 800 MHz Spectrum Licenses for use in the provision of retail mobile wireless services, Acquiring Defendant shall forfeit to the FCC, at the United States' sole discretion, after consultation with the affected Plaintiff States, all of the 800 MHz Spectrum Licenses that are not being used to provide retail mobile wireless services, unless Acquiring Defendant already is providing nationwide retail mobile wireless services over DISH's facilities-based network.

4. If the Acquiring Defendant does not purchase the 800 MHz Spectrum Licenses, Divesting Defendants shall conduct an auction of the 800 MHz Spectrum Licenses within six (6) months of Acquiring Defendant declining to purchase the

licenses. In such auction, Divesting Defendants will not divest the 800 MHz Spectrum Licenses to any other national facilities-based mobile wireless network operator, without the prior written approval of the United States, in its sole discretion, after consultation with the affected Plaintiff States, and will not be required to divest the 800 MHz Spectrum Licenses at a price that is lower than the price the Acquiring Defendant originally agreed to pay for such licenses. In addition, Divesting Defendants may apply to the United States to be relieved from the commitment to sell the 800 MHz Spectrum Licenses if (i) Acquiring Defendant declines to purchase the 800 MHz Spectrum License and (ii) the sale of the 800 MHz Spectrum Licenses is no longer needed fully to remedy the competitive harms of the merger, as determined by the United States in its sole discretion, after consultation with the affected Plaintiff States.

C. **Decommissioned Cell Sites**

1. Divesting Defendants shall make all Cell Sites Decommissioned by Divesting Defendants within five (5) years of the closing of the divestiture of the Prepaid Assets, which shall not be fewer than 20,000 Cell Sites, available to Acquiring Defendant immediately after such Decommissioning.

2. Divesting Defendants shall provide, no later than the closing of the Prepaid Assets divestiture, the Acquiring Defendant and Monitoring Trustee with a detailed schedule identifying, over the next five (5) years: (i) each Cell Site that the Divesting Defendants plan to Decommission; (ii) the forecasted date for Decommissioning; and (iii) whether a given Cell Site is freely transferrable. For a period of five (5) years following the closing of the divestiture of the Prepaid Assets, on the first day of each

month Divesting Defendants shall submit to the Acquiring Defendant and Monitoring Trustee updated Cell Site Decommissioning schedules that include a rolling monthly forecast projected out two hundred and seventy (270) days. All forecasted Decommissionings within one hundred and eighty (180) days will be binding, subject to any mandatory restrictions on transfer imposed by federal or state law, unless the Monitoring Trustee determines that the Decommissioning was changed for good cause, and the changes and justifications are reported by the Divesting Defendants to the United States.

3. Divesting Defendants are ordered to pay to the United States, within ninety (90) days following the end of each fiscal quarter, $50,000 multiplied by the total number of Cell Sites in excess of two (2) percent of Cell Sites in any 180-day Cell Site forecast: (a) for which the Acquiring Defendant exercised its option to acquire such Cell Site that was Decommissioned more than ten (10) days after the date forecasted in the 180-day Cell Site forecast or (b) that were Decommissioned but did not appear on any 180-day Cell Site forecast. If Divesting Defendants are incorrect, and have not cured within ten (10) days, on more than ten (10) percent of Cell Sites in any three 180-day Cell Site forecasts, the penalty shall increase to $100,000 per incorrect Cell Site for which the Acquiring Defendant exercised its option to acquire such Cell Site starting on the fourth 180-day Cell Site forecast that is incorrect on at least ten (10) percent of Cell Sites and continuing at that level for any penalties imposed pursuant to this Paragraph. If Divesting Defendants demonstrate that there was good cause for the forecast to have been inaccurate with regard to an individual Cell Site, the United States may, in its sole

discretion, after consultation with the affected Plaintiff States, waive some or all of the payments.

4. Divesting Defendants shall assign or transfer any rights that are assignable or transferrable and are useful for Acquiring Defendant to deploy infrastructure on the Decommissioned Cell Sites and will waive or terminate any rights Divesting Defendants may have to impede or prevent Acquiring Defendant from doing so. Where Divesting Defendants do not have the right to assign or transfer such rights, Divesting Defendants will cooperate with Acquiring Defendant in its attempt to obtain the rights.

5. Divesting Defendants shall Decommission unnecessary Cell Sites promptly. Divesting Defendants will vacate a Decommissioned Cell Site as soon as reasonably possible after the site is no longer in use on any of the Divesting Defendants' networks. As soon as reasonably possible after making Decommissioned Cell Sites available to the Acquiring Defendant, Divesting Defendants shall also make any Decommissioned transport-related equipment (including microwave backhaul gear and network switches) on such cell sites available for purchase by the Acquiring Defendant. If the Monitoring Trustee determines that Divesting Defendants have not complied with this Paragraph, the Monitoring Trustee may recommend and the United States may impose a fine of up to $50,000 per Cell Site per week for which Acquiring Defendant exercised its option to acquire such Cell Site or transport-related equipment for any violation.

6. Subject to the terms and conditions of the applicable lease or easement for such Cell Site, Divesting Defendants shall provide Acquiring Defendant reasonable

access to inspect Decommissioned Cell Sites prior to the deadline for Acquiring Defendant to exercise its option on the Decommissioned Cell Sites.

D. **Decommissioned Retail Locations**

1. Divesting Defendants shall make all assignable or transferrable Retail Locations Decommissioned by Divesting Defendants within five (5) years of the closing of the divestiture of the Prepaid Assets, which will not be fewer than four hundred (400) Retail Locations, available to Acquiring Defendant immediately after such Decommissioning.

2. Divesting Defendants shall notify Acquiring Defendant of Retail Locations that Divesting Defendants plan to Decommission as soon as the locations are identified.

3. Divesting Defendants shall waive or terminate any rights they have to impede or prevent Acquiring Defendant from using the Retail Locations.

4. Subject to the terms and conditions of the applicable lease for such Retail Location, Divesting Defendants shall provide Acquiring Defendant reasonable access to inspect Decommissioned Retail Locations prior to the deadline for Acquiring Defendant to exercise its option on the Decommissioned Retail Locations.

E. Unless the United States otherwise consents in writing or the Acquiring Defendant declines its option to purchase certain Decommissioned Cell Sites or Decommissioned Retail Locations, the divestitures pursuant to this Final Judgment will include the entire Divestiture Assets. The divestitures will be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Divestiture Assets can and will be used by Acquiring Defendant as part of a viable, ongoing operation relating to the provision of retail

mobile wireless service. The divestitures will be accomplished so as to satisfy the United States, in its sole discretion, that none of the terms of any agreement between Acquiring Defendant and Divesting Defendants gives the Divesting Defendants the ability unreasonably to raise the Acquiring Defendant's costs, to lower the Acquiring Defendant's efficiency, or otherwise to interfere with the ability of the Acquiring Defendant to compete.

F. Acquiring Defendant shall use the Divestiture Assets to offer retail mobile wireless services, including offering nationwide postpaid retail mobile wireless service within one (1) year of the closing of the sale of the Prepaid Assets.

G. Divesting Defendants shall not take any action that will impede in any way the permitting, operation, or divestiture of the Divestiture Assets.

H. Divesting Defendants shall warrant to Acquiring Defendant (1) that there are no material defects known to the Divesting Defendants in the environmental, zoning, or other permits pertaining to the operation of the Divestiture Assets, (2) that following the sale of the Divestiture Assets, Divesting Defendants will not undertake, directly or indirectly, any challenges to the environmental, zoning, or other permits relating to the operation of the Divestiture Assets in a manner adverse to the Acquiring Defendant, and (3) that the Divestiture Assets will be capable of full operation on the date of transfer. For purposes of this Paragraph, the Divestiture Assets shall not include any Decommissioned Cell Sites or Decommissioned Retail Locations as to which the Acquiring Defendant declined its option to acquire the assets.

I. For a period of up to one (1) year following the divestiture closing, if the Acquiring Defendant determines that any assets not included in the Divestiture Assets were previously used by the divested business and are reasonably necessary for the continued

competitiveness of the Divestiture Assets, it shall notify the United States, the Plaintiff States, and the Divesting Defendants in writing that it requires such assets. Provided, however, that such assets shall not include any tangible or intangible wireless network or spectrum assets (except as provided herein), or any tangible or intangible IT assets or software licenses used by the remaining Sprint business. The United States, in its sole discretion, after consultation with the affected Plaintiff States, taking into account Acquiring Defendant's assets and business, shall determine whether any of the assets identified should be divested to Acquiring Defendant. If the United States determines that such assets should be divested, Divesting Defendants and Acquiring Defendant will negotiate an agreement within thirty (30) calendar days providing for the divestiture of such assets in a period to be determined by the United States in consultation with the affected Plaintiff States and Divesting Defendants and Acquiring Defendant.

V. 600 MHz SPECTRUM DEPLOYMENT

A. Acquiring Defendant and Divesting Defendants agree to negotiate in good faith to reach an agreement for Divesting Defendants to lease some or all of Acquiring Defendant's 600 MHz Spectrum Licenses for deployment to retail consumers by Divesting Defendants. Defendants shall report to the Monitoring Trustee within ninety (90) days after the filing of this Final Judgment regarding the status of these negotiations. If, at the end of one hundred and eighty (180) days, Defendants have not reached an agreement to lease some or all of Acquiring Defendant's 600 MHz Spectrum Licenses for deployment by Divesting Defendants and use by retail consumers, the Monitoring Trustee shall report to the United States, which may then resolve any dispute at the United States' sole discretion, provided such resolution shall be based on commercially reasonable and mutually beneficial terms for both parties, recognizing that the

lease(s) must be for a sufficient period of time for Divesting Defendants to make adequate commercial use of the 600 MHz Spectrum Licenses.

VI. FULL MOBILE VIRTUAL NETWORK OPERATOR

A. Divesting Defendants and Acquiring Defendant shall enter into a Full MVNO Agreement for a term of no fewer than seven (7) years. The terms and conditions of the Acquiring Defendant's use of Divesting Defendants' wireless networks pursuant to any Full MVNO Agreement shall be commercially reasonable and must be acceptable to the United States, in its sole discretion, after consultation with the affected Plaintiff States.

B. In carrying out its obligations under any Full MVNO Agreement, Divesting Defendants:

1. shall not reject any of Acquiring Defendant's lawful traffic, unless authorized to do so by any Full MVNO Agreement and accepted by the United States, in its sole discretion, after consultation with the affected Plaintiff States;

2. shall not unreasonably discriminate against Acquiring Defendant or Acquiring Defendant's subscribers, including by blocking, throttling, or otherwise deprioritizing the Acquiring Defendant's customers differently than Divesting Defendants' own similarly situated customers, unless authorized to do so by any Full MVNO Agreement;

3. shall use reasonable best efforts to provide Acquiring Defendant all operational support required for Acquiring Defendant's customers (including, but not limited to, customers of the Prepaid Assets) to be able to use the Divesting Defendants' wireless networks;

4. shall not unreasonably refuse to allow any device used by Acquiring Defendant's customers to access the Divesting Defendants' wireless networks, or otherwise unreasonably refuse to approve or support any such devices, and shall approve such devices for use upon request as soon as reasonably practicable, and shall use commercially reasonable efforts to provide technical support or other assistance to the Acquiring Defendant as requested to facilitate approval of any devices for use on Divesting Defendants' wireless networks;

5. shall configure its wireless network as necessary to enable the provision of handover mobility for the Acquiring Defendant's customers in the boundary areas between the Acquiring Defendant's network, built out in contiguous coverage areas (e.g., city-wide coverage), and the Divesting Defendants' wireless networks; and

6. shall not otherwise unreasonably delay, impede, or frustrate Acquiring Defendant's ability to use any Full MVNO Agreement and the Divesting Defendants' networks to become a nationwide facilities-based retail mobile wireless services provider.

VII. MOBILE VIRTUAL NETWORK OPERATOR COMPETITION

A. Divesting Defendants shall abide by all terms of their existing MVNO agreements. Divesting Defendants shall agree to extend existing MVNO agreements on their existing terms (other than any "most favored nation" provisions) until the expiration of this Final Judgment unless the Divesting Defendants demonstrate to the Monitoring Trustee that doing so will result in a material adverse effect, other than as a result of competition, on the Divesting Defendants' ongoing business. For the avoidance of doubt, Divesting Defendants are not required to extend any MVNO agreements beyond the expiration of this Final Judgment or any

existing infrastructure-based MVNO agreement that includes a reciprocal facility sharing arrangement unless it includes a mutually beneficial reciprocal facility sharing arrangement for the duration of the MVNO agreement. Any disputes arising from the negotiation of an agreement pursuant to this Paragraph shall be resolved by the United States in its sole discretion.

B. Divesting Defendants and Acquiring Defendant agree to support eSIM technology on smartphones, including working with handset equipment manufacturers to support eSIM-capable phones to the extent such phones are technically capable of operating on Divesting Defendants or Acquiring Defendant's wireless networks.

C. Divesting Defendants and Acquiring Defendant shall not discriminate against devices for the reason that the device uses remote SIM provisioning and eSIM technology to connect to the Defendants' wireless networks. Examples of discrimination would include, but are not limited to, refusing to sell a device because it contains or uses an eSIM, and refusing to certify for network access a device because it uses an eSIM, but discrimination would not include the application of the Defendant's generally applicable device-locking policies to devices sold or leased by Defendant, provided that the locking policy is consistent with Paragraph VII(F), below.

D. Divesting Defendants and Acquiring Defendant shall not discriminate against devices for the reason that the device allows multiple active profiles or for the reason that the device allows automatic switching between those profiles. Examples of discrimination would include, but are not limited to, refusing to sell a device because it has these functions, and refusing to certify for network access a device because it has these functions. For avoidance of doubt, nothing contained in this provision will prohibit Defendants from exercising discretion to

determine whether a device or technology will harm or impede the operation of their respective wireless networks.

E. Divesting Defendants and Acquiring Defendant shall make their network plans available to consumers who use on-screen selection software or applications from devices capable of being remotely provisioned on the same terms as offered to other consumers in that geographic area. This provision will apply to any device that is the same make and model as any device Defendants sell or otherwise certify for network access.

F. Divesting Defendants and Acquiring Defendant agree to abide by the following unlocking principles for all methods of locking (including any limitation on the use of an eSIM to switch between profiles) for any postpaid or prepaid mobile wireless device that they lock to their network: (i) Divesting Defendants and Acquiring Defendant will post on their respective websites their clear, concise, and readily accessible policies on postpaid and prepaid mobile device unlocking; (ii) Divesting Defendants and Acquiring Defendant will unlock mobile wireless devices for their customers and former customers in good standing and individual owners of eligible devices after the fulfillment of the applicable postpaid service contract, device financing plan, or payment of applicable early termination fee; (iii) Divesting Defendants and Acquiring Defendant will unlock prepaid mobile wireless devices no later than one (1) year after initial activation, consistent with reasonable time, payment, or usage requirements; and (iv) Divesting Defendants and Acquiring Defendant will automatically unlock devices remotely within two (2) business days of devices becoming eligible for unlocking, and without additional fee, provided, however, that if not technically possible to automatically unlock devices remotely,

Divesting Defendants and Acquiring Defendant shall instead provide immediate notice to consumers that the devices are eligible to be unlocked.

VIII. FACILITIES-BASED EXPANSION AND ENTRY

A. Divesting Defendants shall comply with all network build commitments made to the FCC related to the merger of T-Mobile and Sprint or the divestiture to Acquiring Defendant as of the date of entry of this Final Judgment, subject to verification by the FCC. Acquiring Defendant shall comply with the June 14, 2023 AWS-4, 700 MHz, H Block, and Nationwide 5G Broadband network build commitments made to the FCC as of the date of entry of this Final Judgment, subject to verification by the FCC. Defendants shall provide to the United States and the Plaintiff States copies of any reports or submissions to the FCC that are associated with any FCC order(s) within three (3) business days of submission to the FCC.

B. Divesting Defendants shall not interfere with Acquiring Defendant's efforts to deploy a nationwide facilities-based mobile wireless network, or to operate that network. Acquiring Defendant shall use its best efforts to serve subscribers over its facilities-based wireless network rather than over Divesting Defendants' wireless networks.

C. On the first day of the first fiscal quarter following the entry of this Final Judgment and every one hundred and eighty (180) days thereafter, Acquiring Defendant shall submit to the United States and the Plaintiff States an update on the status of its wireless network deployment. This update will include a description of Acquiring Defendant's deployment efforts since Acquiring Defendant's last report, including (a) the number of towers and small cells deployed by Acquiring Defendant; (b) the spectrum bands over which Acquiring Defendant has deployed equipment; (c) Acquiring Defendant's progress in obtaining subscriber devices that

operate on each of its licensed spectrum bands; (d) the percentage of the population of the United States covered by Acquiring Defendant's wireless network; (e) the number of mobile wireless subscribers served by Acquiring Defendant; (f) the amount of traffic transmitted to and from these subscribers over Acquiring Defendant's facilities-based wireless network; (g) the amount of traffic transmitted to and from these subscribers over Divesting Defendants' network pursuant to a Full MVNO Agreement; and (h) any efforts by Divesting Defendants to interfere with Acquiring Defendant's efforts to deploy and operate its facilities-based wireless network.

IX. FINANCING

Divesting Defendants and Parent Defendants shall not finance any part of any purchase made pursuant to this Final Judgment, unless the United States approves such financing in its sole discretion.

X. STIPULATION AND ORDER

Until the divestitures required by this Final Judgment have been accomplished, Divesting Defendants shall take all steps necessary to comply with the Stipulation and Order entered by the Court. Defendants shall take no action that would jeopardize the divestiture ordered by the Court.

XI. AFFIDAVITS

A. Within twenty (20) calendar days of the filing of the Complaint in this matter, Divesting Defendants shall deliver to the United States and the Plaintiff States an affidavit that describes in reasonable detail all actions Divesting Defendants have taken and all steps Divesting Defendants have implemented on an ongoing basis to comply with Section X of this Final Judgment. Divesting Defendants shall deliver to the United States and the Plaintiff States an

affidavit describing any changes to the efforts and actions outlined in Divesting Defendants' earlier affidavits filed pursuant to this Section within fifteen (15) calendar days after the change is implemented.

B. Divesting Defendants shall keep all records of all efforts made to preserve and divest the Divestiture Assets until one (1) year after such divestiture has been completed.

XII. APPOINTMENT OF MONITORING TRUSTEE

A. Upon application of the United States, after consultation with the Plaintiff States, the Court shall appoint a Monitoring Trustee selected by the United States and approved by the Court.

B. The Monitoring Trustee shall have the power and authority to monitor Defendants' compliance with the terms of this Final Judgment and the Stipulation and Order entered by the Court, and shall have such other powers as the Court deems appropriate. The Monitoring Trustee shall be required to investigate and report on the Defendants' compliance with this Final Judgment and the Stipulation and Order, and the Defendants' progress toward effectuating the purposes of this Final Judgment, including but not limited to: Divesting Defendants' sale of the Divestiture Assets, Divesting Defendants' compliance with its requirements to make Cell Sites and Retail Locations available to Acquiring Defendant, and Acquiring Defendant's progress toward using the Divestiture Assets and other company assets to operate a retail mobile wireless network.

C. Subject to Paragraph XII(E) of this Final Judgment, the Monitoring Trustee may hire at the cost and expense of Divesting Defendants any agents, investment bankers, attorneys, accountants, or consultants, who will be solely accountable to the Monitoring Trustee,

reasonably necessary in the Monitoring Trustee's judgment. Any such agents or consultants shall serve on such terms and conditions as the United States approves, including confidentiality requirements and conflict of interest certifications.

D. Defendants shall not object to actions taken by the Monitoring Trustee in fulfillment of the Monitoring Trustee's responsibilities under any Order of the Court on any ground other than the Monitoring Trustee's malfeasance. Any such objections by Defendants must be conveyed in writing to the United States and the Monitoring Trustee within ten (10) calendar days after the action taken by the Monitoring Trustee giving rise to Defendants' objection.

E. The Monitoring Trustee shall serve at the cost and expense of Divesting Defendants pursuant to a written agreement with Divesting Defendants and on such terms and conditions as the United States approves, including confidentiality requirements and conflict of interest certifications. The compensation of the Monitoring Trustee and any agents or consultants retained by the Monitoring Trustee shall be on reasonable and customary terms commensurate with the individuals' experience and responsibilities. If the Monitoring Trustee and Divesting Defendants are unable to reach agreement on the Monitoring Trustee's or any agents' or consultants' compensation or other terms and conditions of engagement within fourteen (14) calendar days of the appointment of the Monitoring Trustee, the United States may, in its sole discretion, take appropriate action, including making a recommendation to the Court. The Monitoring Trustee shall, within three (3) business days of hiring any agents or consultants, provide written notice of such hiring and the rate of compensation to Divesting Defendants and the United States.

F. The Monitoring Trustee shall have no responsibility or obligation for the operation of Defendants' businesses.

G. Defendants shall use their best efforts to assist the Monitoring Trustee in monitoring Defendants' compliance with their individual obligations under this Final Judgment and under the Stipulation and Order. The Monitoring Trustee and any agents or consultants retained by the Monitoring Trustee shall have full and complete access to the personnel, books, records, and facilities relating to compliance with this Final Judgment, subject to reasonable protection for trade secrets; other confidential research, development, or commercial information; or any applicable privileges. Defendants shall take no action to interfere with or to impede the Monitoring Trustee's accomplishment of its responsibilities.

H. After its appointment, the Monitoring Trustee shall file reports monthly, or more frequently as needed, with the United States setting forth Defendants' efforts to comply with Defendants' obligations under this Final Judgment and under the Stipulation and Order. To the extent such reports contain information that the Monitoring Trustee deems confidential, such reports will not be filed in the public docket of the Court.

I. The Monitoring Trustee shall serve until the divestiture of all the Divestiture Assets is finalized pursuant to this Final Judgment, until the buildout requirements are complete pursuant to Section VIII of this Final Judgment, until any Full MVNO Agreement expires or otherwise terminates, or until the term of any transition services agreement pursuant to Paragraph IV(A)(4) of this Final Judgment has expired, whichever is later.

J. If the United States determines that the Monitoring Trustee has ceased to act or failed to act diligently or in a reasonably cost-effective manner, it may recommend that the Court appoint a substitute Monitoring Trustee.

XIII. FIREWALL

A. During the term of this Final Judgment, the Divesting Defendants and Acquiring Defendant shall implement and maintain reasonable procedures to prevent competitively sensitive information from being disclosed by or through implementation and execution of the obligations in this agreement or any associated agreements to components or individuals within the respective companies involved in the marketing, distribution, or sale of competing products.

B. Divesting Defendants and Acquiring Defendant each shall, within thirty (30) business days of the entry of the Stipulation and Order, submit to the United States, the Plaintiff States, and the Monitoring Trustee a document setting forth in detail the procedures implemented to effect compliance with this Section. Upon receipt of the document, the United States shall inform Divesting Defendants and Acquiring Defendant within thirty (30) business days whether, in its sole discretion, it approves of or rejects each party's compliance plan. In the event that Divesting Defendants' or Acquiring Defendant's compliance plan is rejected, the United States shall provide Divesting Defendants or Acquiring Defendant, as applicable, the reasons for the rejection. Divesting Defendants or Acquiring Defendant, as applicable, shall be given the opportunity to submit, within ten (10) business days of receiving a notice of rejection, a revised compliance plan. If Divesting Defendants or Acquiring Defendant cannot agree with the United States on a compliance plan, the United States shall have the right to request that this Court rule

on whether Divesting Defendants' or Acquiring Defendant's proposed compliance plan fulfills the requirements of this Section.

C. Divesting Defendants and Acquiring Defendant shall:

1. furnish a copy of this Final Judgment and related Competitive Impact Statement within sixty (60) calendar days of entry of the Stipulation and Order to (a) each officer, director, and any other employee that will receive competitively sensitive information; and (b) each officer, director, and any other employee that is involved in (i) any contacts with the other companies that are parties to any transition services agreement contemplated by this Final Judgment, or (ii) making decisions under any transition services agreement entered into pursuant to this Final Judgment;

2. furnish a copy of this Final Judgment and related Competitive Impact Statement to any successor to a person designated in Paragraph XIII(C)(1) upon assuming that position;

3. annually brief each person designated in Paragraph XIII(C)(1) and Paragraph XIII(C)(2) on the meaning and requirements of this Final Judgment and the antitrust laws; and

4. obtain from each person designated in Paragraph XI(C)(1) and Paragraph XI(C)(2), within thirty (30) calendar days of that person's receipt of the Final Judgment, a certification that he or she (a) has read and, to the best of his or her ability, understands and agrees to abide by the terms of this Final Judgment; (b) is not aware of any violation of the Final Judgment that has not been reported to the company; and (c) understands that any person's failure to comply with this Final Judgment may result in an enforcement

action for contempt of court against each Defendant or any person who violates this Final Judgment.

XIV. COMPLIANCE INSPECTION

A. For the purposes of determining or securing compliance with this Final Judgment, or of any related orders such as any Stipulation and Order, or of determining whether the Final Judgment should be modified or vacated, and subject to any legally-recognized privilege, from time to time authorized representatives of the United States, including agents and consultants retained by the United States, shall, upon written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to Defendants, be permitted:

1. access during Defendants' office hours to inspect and copy, or at the option of the United States, to require Defendants to provide electronic copies of all books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Defendants, relating to any matters contained in this Final Judgment; and

2. to interview, either informally or on the record, Defendants' officers, employees, or agents, who may have their individual counsel present, regarding such matters. The interviews will be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General in charge of the Antitrust Division, Defendants shall submit written reports or response to written interrogatories, under oath if requested, relating to any of the matters contained in this Final Judgment as may be requested.

C. No information or documents obtained by the means provided in this Section will be divulged by the United States to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which the United States is a party (including grand jury proceedings), for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

D. If at the time that Defendants furnish information or documents to the United States, Defendants represent and identify in writing the material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure," then the United States shall give Defendants ten (10) calendar days' notice prior to divulging such material in any legal proceeding (other than a grand jury proceeding).

XV. NO REACQUISITION OR SALE TO COMPETITOR

A. Divesting Defendants and Parent Defendants shall not reacquire any part of the Divestiture Assets during the term of this Final Judgment.

B. Divesting Defendants and Parent Defendants shall not acquire any other assets that are substantially similar to the Divestiture Assets from the Acquiring Defendant during the terms of this Final Judgment.

C. Acquiring Defendant shall not sell, lease, or otherwise provide the right to use the Divestiture Assets (including, but not limited to, selling wholesale wireless network capacity) to any national facilities-based mobile wireless provider during the term of this Final Judgment, except for a roaming arrangement, without prior approval of the United States; provided,

however, that following the divestiture of the 800 MHz Spectrum Licenses, the Divesting Defendants will be permitted to lease back from the Acquiring Defendant up to 4 MHz of spectrum as needed for up to two (2) years following the divestiture of the 800 MHz Spectrum Licenses.

XVI. NOTIFICATIONS

A. Acquiring Defendant shall notify the United States at least thirty (30) calendar days prior to any change in the corporation(s) that may affect compliance obligations arising under this Final Judgment, including, but not limited to: a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Final Judgment; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation(s) about which Acquiring Defendant learns fewer than thirty (30) calendar days prior to the date such action is to take place, Acquiring Defendant shall notify the United States as soon as is practicable after obtaining such knowledge.

B. For transactions that are not subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the "HSR Act"), Divesting Defendants shall not, without providing advanced notification to the United States, directly or indirectly acquire a financial interest, including through securities, loan, equity, or management interest, in any company that competes for the provision of mobile wireless retail services. Acquiring Defendant shall not sell any of the

Divestiture Assets or any currently held substantially similar assets, directly or indirectly, without providing advance notification to the United States.

C. Such notification will be provided to the United States in the same format as, and per the instructions relating to, the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended. Notification will be provided at least thirty (30) calendar days prior to acquiring any such interest, and will include, beyond what may be required by the applicable instructions, the names of the principal representatives of the parties to the agreement who negotiated the agreement, and any management or strategic plans discussing the proposed transaction. If within thirty (30) calendar days after notification, the United States makes a written request for additional information, Defendants shall not consummate the proposed transaction or agreement until thirty (30) calendar days after submitting and certifying, in the manner described in Part 803 of Title 16 of the Code of Federal Regulations as amended, the truth, correctness, and completeness of all such additional information. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. This Section will be broadly construed and any ambiguity or uncertainty regarding the filing of notice under this Section will be resolved in favor of filing notice. Defendants may, however, provide informal notice and request that the United States waive the requirement of formal notice for any transaction.

D. Defendants represent and warrant to the United States that they have disclosed all agreements between Acquiring Defendant and either Divesting Defendants or Parent Defendants

related to the settlement of this action and their obligations and commitments put forth in this Final Judgment. Defendants will provide thirty (30) days written notice to the United States of any intent to enter into or execute any amendment, supplement, or modification to any of the agreements between Divesting Defendants or Parent Defendants and Acquiring Defendant. Notwithstanding any provision to the contrary in the agreements between Divesting Defendants or Parent Defendants and Acquiring Defendant, Divesting Defendants or Parent Defendants may not amend, supplement, terminate, or modify any of the agreements or any portion thereof without obtaining the consent of the United States in its sole discretion. The United States will not withhold consent to amendment, supplementation, modification, or termination of any of the agreements or portion thereof if Divesting Defendants demonstrate to the United States, in its sole discretion, that a refusal to amend, supplement, modify, or terminate the agreements would prevent Divesting Defendants from meeting any build out requirements imposed by the FCC.

XVII. RETENTION OF JURISDICTION

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XVIII. ENFORCEMENT OF FINAL JUDGMENT

A. The United States retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. Defendants agree that in any civil contempt action, any motion to show cause, or any similar action brought by the United States regarding an alleged violation of this Final Judgment, the United States may

establish a violation of the decree and the appropriateness of any remedy therefore by a preponderance of the evidence, and Defendants waive any argument that a different standard of proof should apply.

B. The Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore all competition harmed by the challenged conduct. Defendants agree that they may be held in contempt of, and that the Court may enforce, any provision of this Final Judgment that, as interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not it is clear and unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against either party as the drafter.

C. In any enforcement proceeding in which the Court finds that Defendants have violated this Final Judgment, the United States may apply to the Court for a one-time extension of this Final Judgment, together with such other relief as may be appropriate. In connection with any successful effort by the United States to enforce this Final Judgment against a Defendant, whether litigated or resolved prior to litigation, that Defendant agrees to reimburse the United States for the fees and expenses of its attorneys, as well as any other costs including experts' fees, incurred in connection with that enforcement effort, including in the investigation of the potential violation.

D. For a period of four (4) years after the expiration or termination of the Final Judgment pursuant to Section XIX, if the United States has evidence that a Defendant violated this Final Judgment before it expired or was terminated, the United States may file an action against that Defendant in this Court requiring that the Court order (i) Defendant to comply with

the terms of this Final Judgment for an additional term of at least four (4) years following the filing of the enforcement action under this Section, (ii) any appropriate contempt remedies, (iii) any additional relief needed to ensure that Defendant complies with the terms of the Final Judgment, and (iv) fees or expenses as called for in Paragraph XVIII(C).

XIX. EXPIRATION OF FINAL JUDGMENT

Unless the Court grants an extension, this Final Judgment expires seven (7) years from the date of its entry, except that after five (5) years from the date of its entry, this Final Judgment may be terminated upon notice by the United States to the Court and Defendants that the divestitures, buildouts and other requirements have been completed and that the continuation of the Final Judgment no longer is necessary or in the public interest.

XX. PUBLIC INTEREST DETERMINATION

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including making copies available to the public of this Final Judgment, the Competitive Impact Statement, any comments thereon, and the United States' responses to comments. Based upon the record before the Court, which includes the Competitive Impact Statement and any comments and responses to comments filed with the Court, entry of this Final Judgment is in the public interest.

Date: April 1, 2020

[Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. § 16]

United States District Judge

DISH Network/ParkerB.Com L.L.C. 600 MHz Licenses (sorted by call sign)

Call Sign	PEA Number	Municipality	State
WQZM232	PEA 026	Las Vegas	NV
WQZM233	PEA 026	Las Vegas	NV
WQZM234	PEA 362	Payette	ID
WQZM235	PEA 148	Bellingham	WA
WQZM236	PEA 195	Lewiston	ID
WQZM237	PEA 237	Hinesville	GA
WQZM238	PEA 215	Hickory	NC
WQZM239	PEA 410	Valentine	NE
WQZM240	PEA 254	Merrill	WI
WQZM241	PEA 185	Marquette	MI
WQZM242	PEA 137	Eau Claire	WI
WQZM243	PEA 074	Chattanooga	TN
WQZM244	PEA 009	Miami	FL
WQZM245	PEA 009	Miami	FL
WQZM246	PEA 009	Miami	FL
WQZM247	PEA 335	Natchitoches	LA
WQZM248	PEA 404	Kanab	UT
WQZM249	PEA 285	Gallup	NM
WQZM250	PEA 392	Maryville	MO
WQZM251	PEA 412	Puerto Rico	PR
WQZM252	PEA 412	Puerto Rico	PR
WQZM253	PEA 038	Milwaukee	WI
WQZM254	PEA 386	Barnwell	SC
WQZM255	PEA 029	Jacksonville	FL
WQZM256	PEA 382	Riverton	WY
WQZM257	PEA 343	Pecos	TX
WQZM258	PEA 261	Fargo	ND
WQZM259	PEA 226	Lima	OH
WQZM260	PEA 336	Grand Forks	ND
WQZM261	PEA 390	Snyder	TX
WQZM262	PEA 408	Ballinger	TX
WQZM263	PEA 363	Big Spring	TX
WQZM264	PEA 402	Brady	TX
WQZM265	PEA 288	Abilene	TX
WQZM266	PEA 320	San Angelo	TX
WQZM267	PEA 247	Nampa	ID
WQZM268	PEA 156	Boise City	ID
WQZM269	PEA 046	Little Rock	AR
WQZM270	PEA 046	Little Rock	AR

Call Sign	PEA Number	Municipality	State
WQZM271	PEA 297	Pendleton	OR
WQZM272	PEA 206	Wenatchee	WA
WQZM273	PEA 119	Yakima	WA
WQZM274	PEA 107	Bangor	ME
WQZM275	PEA 127	Evansville	IN
WQZM276	PEA 323	Socorro	NM
WQZM277	PEA 263	Santa Fe	NM
WQZM278	PEA 345	Newberry	SC
WQZM279	PEA 327	Orangeburg	SC
WQZM280	PEA 284	Greenwood	SC
WQZM281	PEA 332	Bennettsville	SC
WQZM282	PEA 188	Jamestown	NY
WQZM283	PEA 138	Burlington	VT
WQZM284	PEA 319	Albany	GA
WQZM285	PEA 371	Wytheville	VA
WQZM286	PEA 230	Lumberton	NC
WQZM287	PEA 291	Rockingham	NC
WQZM288	PEA 309	Elizabeth City	NC
WQZM289	PEA 228	Roanoke	VA
WQZM290	PEA 131	Sanford	NC
WQZM291	PEA 169	Goldsboro	NC
WQZM292	PEA 146	Wilmington	NC
WQZM293	PEA 305	Altus	OK
WQZM294	PEA 302	Enid	OK
WQZM295	PEA 251	Salina	KS
WQZM296	PEA 277	Hutchinson	KS
WQZM297	PEA 070	Eugene	OR
WQZM298	PEA 403	Lewistown	MT
WQZM299	PEA 334	Pampa	TX
WQZM300	PEA 411	Van Horn	TX
WQZM301	PEA 048	Harrisburg	PA
WQZM302	PEA 084	Mobile	AL
WQZM303	PEA 027	Salt Lake City	UT
WQZM304	PEA 027	Salt Lake City	UT
WQZM305	PEA 011	Atlanta	GA
WQZM306	PEA 011	Atlanta	GA
WQZM307	PEA 132	Corpus Christi	TX
WQZM308	PEA 409	Haskell	TX
WQZM309	PEA 400	Muleshoe	TX
WQZM310	PEA 401	Floydada	TX

Call Sign	PEA Number	Municipality	State
WQZM311	PEA 376	Hereford	TX
WQZM312	PEA 355	Casper	WY
WQZM313	PEA 346	Franklin	NC
WQZM314	PEA 233	Shelby	NC
WQZM315	PEA 208	Salisbury	NC
WQZM316	PEA 207	Brunswick	GA
WQZM317	PEA 008	Dallas	TX
WQZM318	PEA 008	Dallas	TX
WQZM319	PEA 004	San Francisco	CA
WQZM320	PEA 004	San Francisco	CA
WQZM321	PEA 004	San Francisco	CA
WQZM322	PEA 010	Houston	TX
WQZM323	PEA 416	Gulf of Mexico	N/A
WQZM324	PEA 416	Gulf of Mexico	N/A
WQZM325	PEA 396	Winterset	IA
WQZM326	PEA 370	Washington	IA
WQZM327	PEA 265	Winona	MN
WQZM328	PEA 354	New London	WI
WQZM329	PEA 253	Baraboo	WI
WQZM330	PEA 269	Racine	WI
WQZM331	PEA 268	Clinton	IA
WQZM332	PEA 218	Wausau	WI
WQZM333	PEA 294	Waterloo	IA
WQZM334	PEA 267	Sheboygan	WI
WQZM335	PEA 252	Sioux City	IA
WQZM336	PEA 209	Green Bay	WI
WQZM337	PEA 176	Ames	IA
WQZM338	PEA 163	Davenport	IA
WQZM339	PEA 225	La Crosse	WI
WQZM340	PEA 223	Dubuque	IA
WQZM341	PEA 179	Burlington	IA
WQZM342	PEA 155	Appleton	WI
WQZM343	PEA 182	Cedar Rapids	IA
WQZM344	PEA 122	Madison	WI
WQZM345	PEA 219	Mason City	IA
WQZM346	PEA 153	Fond du Lac	WI
WQZM347	PEA 159	Valdosta	GA
WQZM348	PEA 197	Wheeling	WV
WQZM349	PEA 121	Altoona	PA
WQZM350	PEA 194	State College	PA

Call Sign	PEA Number	Municipality	State
WQZM351	PEA 387	Wahpeton	ND
WQZM352	PEA 270	Ottawa	IL
WQZM353	PEA 118	Richmond	IN
WQZM354	PEA 143	Keene	NH
WQZM355	PEA 407	Salmon	ID
WQZM356	PEA 324	Honesdale	PA
WQZM357	PEA 136	Williamsport	PA
WQZM358	PEA 241	Dublin	GA
WQZM359	PEA 298	Fairbanks	AK
WQZM360	PEA 298	Fairbanks	AK
WQZM361	PEA 298	Fairbanks	AK
WQZM362	PEA 264	Kodiak	AK
WQZM363	PEA 264	Kodiak	AK
WQZM364	PEA 264	Kodiak	AK
WQZM365	PEA 406	Anamosa	IA
WQZM366	PEA 322	Minot	ND
WQZM367	PEA 318	Thief River Falls	MN
WQZM368	PEA 274	Twin Falls	ID
WQZM369	PEA 187	Pocatello	ID
WQZM370	PEA 279	Logan	UT
WQZM371	PEA 158	Helena	MT
WQZM372	PEA 068	Grand Rapids	MI
WQZM373	PEA 056	Kalamazoo	MI
WQZM374	PEA 061	Toledo	OH
WQZM375	PEA 315	Sheridan	WY
WQZM376	PEA 348	Aberdeen	SD
WQZM377	PEA 129	Springfield	IL
WQZM378	PEA 256	Lynchburg	VA
WQZM379	PEA 256	Lynchburg	VA
WQZM380	PEA 378	Waynesboro	GA
WQZM381	PEA 378	Waynesboro	GA
WQZM382	PEA 147	Salisbury	MD
WQZM383	PEA 147	Salisbury	MD
WQZM384	PEA 260	Alpena	MI
WQZM385	PEA 203	Traverse City	MI
WQZM386	PEA 338	Durango	CO
WQZM387	PEA 178	Sedalia	MO
WQZM388	PEA 178	Sedalia	MO
WQZM389	PEA 101	Wichita	KS
WQZM390	PEA 073	El Paso	TX

Call Sign	PEA Number	Municipality	State
WQZM391	PEA 031	Indianapolis	IN
WQZM392	PEA 031	Indianapolis	IN
WQZM393	PEA 022	Sacramento	CA
WQZM394	PEA 022	Sacramento	CA
WQZM395	PEA 398	South Sioux City	NE
WQZM396	PEA 075	Albuquerque	NM
WQZM397	PEA 414	US Virgin Islands	USVI
WQZM398	PEA 001	New York	NY
WQZM399	PEA 001	New York	NY
WQZM400	PEA 001	New York	NY
WQZM401	PEA 001	New York	NY
WQZM402	PEA 357	Espanola	NM
WQZM403	PEA 180	Flagstaff	AZ
WQZM404	PEA 308	Americus	GA
WQZM405	PEA 262	Hilton Head Island	SC
WQZM406	PEA 128	Macon	GA
WQZM407	PEA 151	Winston-Salem	NC
WQZM408	PEA 384	Manchester	IA
WQZM409	PEA 042	Honolulu	HI
WQZM410	PEA 042	Honolulu	HI
WQZM411	PEA 032	Nashville	TN
WQZM412	PEA 032	Nashville	TN
WQZM413	PEA 340	Clovis	NM
WQZM414	PEA 259	Roswell	NM
WQZM415	PEA 211	Ardmore	OK
WQZM416	PEA 266	Lenoir	NC
WQZM417	PEA 018	San Diego	CA
WQZM418	PEA 018	San Diego	CA
WQZM419	PEA 286	Sioux Falls	SD
WQZM420	PEA 289	Price	UT
WQZM421	PEA 047	Brownsville	TX
WQZM422	PEA 053	Tucson	AZ
WQZM423	PEA 017	Minneapolis-St. Paul	MN
WQZM424	PEA 017	Minneapolis-St. Paul	MN
WQZM425	PEA 016	Seattle	WA
WQZM426	PEA 016	Seattle	WA
WQZM427	PEA 006	Philadelphia	PA
WQZM428	PEA 006	Philadelphia	PA
WQZM429	PEA 005	Baltimore-Washington	MD/DC
WQZM430	PEA 005	Baltimore-Washington	MD/DC

Call Sign	PEA Number	Municipality	State
WQZM431	PEA 280	Garden City	KS
WQZM432	PEA 339	Scottsbluff	NE
WQZM433	PEA 331	Plainview	TX
WQZM434	PEA 276	Rapid City	SD
WQZM435	PEA 383	Creston	IA
WQZM436	PEA 036	New Orleans	LA
WQZM437	PEA 040	Birmingham	AL
WQZM438	PEA 040	Birmingham	AL
WQZM439	PEA 248	Sumter	SC
WQZM440	PEA 134	Newark	OH
WQZM441	PEA 141	Brainerd	MN
WQZM442	PEA 051	Louisville	KY
WQZM443	PEA 051	Louisville	KY
WQZM444	PEA 342	Mitchell	SD
WQZM445	PEA 044	Rochester	NY
WQZM446	PEA 044	Rochester	NY
WQZM447	PEA 060	Manchester	NH
WQZM448	PEA 060	Manchester	NH
WQZM449	PEA 069	Springfield	MA
WQZM450	PEA 391	Ontario	OR
WQZM451	PEA 379	Sault Ste. Marie	MI
WQZM452	PEA 380	Escanaba	MI
WQZM453	PEA 395	Jamestown	ND
WQZM454	PEA 072	Tallahassee	FL
WQZM455	PEA 067	Sarasota	FL
WQZM456	PEA 065	Cape Coral	FL
WQZM457	PEA 002	Los Angeles	CA
WQZM458	PEA 002	Los Angeles	CA
WQZM459	PEA 258	Cullman	AL
WQZM460	PEA 170	Dothan	AL
WQZM461	PEA 139	Hot Springs	AR
WQZM462	PEA 034	Fresno	CA
WQZM463	PEA 034	Fresno	CA
WQZM464	PEA 023	Pittsburgh	PA
WQZM465	PEA 023	Pittsburgh	PA
WQZM466	PEA 019	Portland	OR
WQZM467	PEA 019	Portland	OR
WQZM468	PEA 013	Orlando	FL
WQZM469	PEA 013	Orlando	FL
WQZM470	PEA 204	Owensboro	KY

Call Sign	PEA Number	Municipality	State
WQZM471	PEA 234	Lexington	NC
WQZM472	PEA 003	Chicago	IL
WQZM473	PEA 292	Pueblo	CO
WQZM474	PEA 304	Mount Airy	NC
WQZM475	PEA 076	Reno	NV
WQZM476	PEA 105	Augusta	GA
WQZM477	PEA 117	La Grange	GA
WQZM478	PEA 071	Knoxville	TN
WQZM479	PEA 394	Martin	SD
WQZM480	PEA 351	Dickinson	ND
WQZM481	PEA 162	Elizabethtown	KY
WQZM482	PEA 081	Saginaw	MI
WQZM483	PEA 081	Saginaw	MI
WQZM484	PEA 326	Fergus Falls	MN
WQZM485	PEA 112	Bowling Green	KY
WQZM486	PEA 077	Portland	ME
WQZM487	PEA 287	Kenosha	WI
WQZM488	PEA 224	De Kalb	IL
WQZM489	PEA 186	Rock Hill	SC
WQZM490	PEA 193	Saint Joseph	MO
WQZM491	PEA 193	Saint Joseph	MO
WQZM492	PEA 250	Las Cruces	NM
WQZM493	PEA 066	Lansing	MI
WQZM494	PEA 066	Lansing	MI
WQZM495	PEA 333	Sidney	OH
WQZM496	PEA 321	Batesville	IN
WQZM497	PEA 123	Mansfield	OH
WQZM498	PEA 368	Concordia	KS
WQZM499	PEA 296	Pottsville	PA
WQZM500	PEA 290	Watertown	SD
WQZM501	PEA 290	Watertown	SD
WQZM502	PEA 037	Columbus	OH
WQZM503	PEA 037	Columbus	OH
WQZM504	PEA 361	Richfield	UT
WQZM505	PEA 303	Great Falls	MT
WQZM506	PEA 140	Fredericksburg	VA
WQZM507	PEA 140	Fredericksburg	VA
WQZM508	PEA 063	Tulsa	OK
WQZM509	PEA 413	Guam	Guam
WQZM510	PEA 102	Grand Junction	CO

Call Sign	PEA Number	Municipality	State
WQZM511	PEA 316	Rock Springs	WY
WQZM512	PEA 366	Pullman	WA
WQZM513	PEA 366	Pullman	WA
WQZM514	PEA 353	Watseka	IL
WQZM515	PEA 113	Erie	PA
WQZM516	PEA 092	Decatur	IL
WQZM517	PEA 083	Fort Wayne	IN
WQZM518	PEA 064	South Bend	IN
WQZM519	PEA 058	Bloomington	IN
WQZM520	PEA 089	Columbia	SC
WQZM521	PEA 015	Phoenix	AZ
WQZM522	PEA 015	Phoenix	AZ
WQZM523	PEA 347	New Roads	LA
WQZM524	PEA 350	Forrest City	AR
WQZM525	PEA 293	Lawrenceburg	TN
WQZM526	PEA 310	Farmington	MO
WQZM527	PEA 196	Cape Girardeau	MO
WQZM528	PEA 145	Columbia	TN
WQZM529	PEA 174	Springfield	MO
WQZM530	PEA 161	Carbondale	IL
WQZM531	PEA 125	Alton	IL
WQZM532	PEA 273	Bloomington	IL
WQZM533	PEA 329	Kingsville	TX
WQZM534	PEA 385	Hannibal	MO
WQZM535	PEA 255	Greenville	MS
WQZM536	PEA 149	Biloxi	MS
WQZM537	PEA 175	Southaven	MS
WQZM538	PEA 030	Kansas City	MO
WQZM539	PEA 030	Kansas City	MO
WQZM540	PEA 020	Denver	CO
WQZM541	PEA 020	Denver	CO
WQZM542	PEA 012	Detroit	MI
WQZM543	PEA 012	Detroit	MI
WQZM544	PEA 393	Macon	MO
WQZM545	PEA 367	Moberly	MO
WQZM546	PEA 098	Johnson City	TN
WQZM547	PEA 055	Huntsville	AL
WQZM548	PEA 399	Lampasas	TX
WQZM549	PEA 375	Deming	NM
WQZM550	PEA 352	Gonzales	TX

Call Sign	PEA Number	Municipality	State
WQZM551	PEA 358	Marble Falls	TX
WQZM552	PEA 337	Mineral Wells	TX
WQZM553	PEA 314	Jacksonville	TX
WQZM554	PEA 313	Lockhart	TX
WQZM555	PEA 275	Corsicana	TX
WQZM556	PEA 272	Brownwood	TX
WQZM557	PEA 221	Laredo	TX
WQZM558	PEA 201	Eagle Pass	TX
WQZM559	PEA 160	Victoria	TX
WQZM560	PEA 126	Casa Grande	AZ
WQZM561	PEA 133	Nacogdoches	TX
WQZM562	PEA 152	Tyler	TX
WQZM563	PEA 144	Paris	TX
WQZM564	PEA 096	Richmond	KY
WQZM565	PEA 021	Tampa	FL
WQZM566	PEA 021	Tampa	FL
WQZM567	PEA 110	Jackson	TN
WQZM568	PEA 243	Paducah	KY
WQZM569	PEA 078	Greensboro	NC
WQZM570	PEA 085	Charleston	SC
WQZM571	PEA 045	Raleigh	NC
WQZM572	PEA 093	Lafayette	LA
WQZM573	PEA 111	Fayetteville	AR
WQZM574	PEA 086	Frankfort	KY
WQZM575	PEA 082	Baton Rouge	LA
WQZM576	PEA 091	Colorado Springs	CO
WQZM577	PEA 090	Jackson	MS
WQZM578	PEA 397	Aliceville	AL
WQZM579	PEA 397	Aliceville	AL
WQZM580	PEA 108	Des Moines	IA
WQZM581	PEA 239	Kannapolis	NC
WQZM582	PEA 049	Albany	NY
WQZM583	PEA 041	Syracuse	NY
WQZM584	PEA 271	Elmira	NY
WQZM585	PEA 271	Elmira	NY
WQZM586	PEA 094	Waco	TX
WQZM587	PEA 330	Olney	IL
WQZM588	PEA 238	Florence	SC
WQZM589	PEA 154	Myrtle Beach	SC
WQZM590	PEA 389	McCook	NE

Call Sign	PEA Number	Municipality	State
WQZM591	PEA 171	Fort Smith	AR
WQZM592	PEA 062	Dayton	OH
WQZM593	PEA 282	Galesburg	IL
WQZM594	PEA 168	Peoria	IL
WQZM595	PEA 198	Jonesboro	AR
WQZM596	PEA 216	Joplin	MO
WQZM597	PEA 232	Topeka	KS
WQZM598	PEA 164	Montgomery	AL
WQZM599	PEA 245	West Plains	MO
WQZM600	PEA 299	Kirksville	MO
WQZM601	PEA 183	Columbia	MO
WQZM602	PEA 150	Rolla	MO
WQZM603	PEA 222	Morristown	TN
WQZM604	PEA 244	Manhattan	KS
WQZM605	PEA 079	Hattiesburg	MS
WQZM606	PEA 099	Tupelo	MS
WQZM607	PEA 415	American Samoa	N/A
WQZM608	PEA 415	American Samoa	N/A
WQZM609	PEA 312	Farmington	NM
WQZM610	PEA 033	Virginia Beach	VA
WQZM611	PEA 033	Virginia Beach	VA
WQZM612	PEA 039	Oklahoma City	OK
WQZM613	PEA 039	Oklahoma City	OK
WQZM614	PEA 025	Cincinnati	OH
WQZM615	PEA 025	Cincinnati	OH
WQZM616	PEA 035	Austin	TX
WQZM617	PEA 035	Austin	TX
WQZM618	PEA 014	Cleveland	OH
WQZM619	PEA 014	Cleveland	OH
WQZM620	PEA 142	Merced	CA
WQZM621	PEA 142	Merced	CA
WQZM622	PEA 157	Yuma	AZ
WQZM623	PEA 157	Yuma	AZ
WQZM624	PEA 088	Frederick	MD
WQZM625	PEA 088	Frederick	MD
WQZM626	PEA 028	San Antonio	TX
WQZM627	PEA 028	San Antonio	TX
WQZM628	PEA 181	Texarkana	TX
WQZM629	PEA 050	Greenville	SC
WQZM630	PEA 043	Charlotte	NC

Call Sign	PEA Number	Municipality	State
WQZM631	PEA 007	Boston	MA
WQZM632	PEA 007	Boston	MA
WQZM633	PEA 325	Bismarck	ND
WQZM634	PEA 388	Atlantic	IA
WQZM635	PEA 374	North Platte	NE
WQZM636	PEA 295	Stillwater	OK
WQZM637	PEA 306	Wichita Falls	TX
WQZM638	PEA 231	Fremont	NE
WQZM639	PEA 365	Vernon	TX
WQZM640	PEA 236	Grand Island	NE
WQZM641	PEA 281	Muskogee	OK
WQZM642	PEA 214	Lincoln	NE
WQZM643	PEA 278	Bartlesville	OK
WQZM644	PEA 114	Morgantown	WV
WQZM645	PEA 116	Rockford	IL
WQZM646	PEA 080	Omaha	NE
WQZM647	PEA 057	Richmond	VA
WQZM648	PEA 199	Dalton	GA
WQZM649	PEA 165	Rome	GA
WQZM650	PEA 054	Buffalo	NY
WQZM651	PEA 200	Danville	VA
WQZM652	PEA 240	Charlottesville	VA
WQZM653	PEA 167	Harrisonburg	VA
WQZM654	PEA 349	Marion	NC
WQZM655	PEA 205	Douglas City	CA
WQZM656	PEA 213	Bend	OR
WQZM657	PEA 364	Butte	MT
WQZM658	PEA 373	Walla Walla	WA
WQZM659	PEA 405	Jackson	WY
WQZM660	PEA 190	Bozeman	MT
WQZM661	PEA 369	Red Oak	IA
WQZM662	PEA 172	Duluth	MN
WQZM663	PEA 172	Duluth	MN
WQZM664	PEA 307	Yankton	SD
WQZM665	PEA 106	Zanesville	OH
WQZM666	PEA 097	Mankato	MN
WQZM667	PEA 052	Charleston	WV
WQZM668	PEA 059	Memphis	TN
WQZM669	PEA 377	Demopolis	AL
WQZM670	PEA 344	Clanton	AL

Call Sign	PEA Number	Municipality	State
WQZM671	PEA 300	Selma	AL
WQZM672	PEA 311	Trinidad	CO
WQZM673	PEA 372	Colby	KS
WQZM674	PEA 359	Sterling	CO
WQZM675	PEA 115	Asheville	NC
WQZM676	PEA 360	Juneau	AK
WQZM677	PEA 360	Juneau	AK
WQZM678	PEA 212	Anchorage	AK
WQZM679	PEA 212	Anchorage	AK
WQZM680	PEA 341	Alamogordo	NM
WQZM681	PEA 130	Spokane	WA
WQZM682	PEA 087	Pensacola	FL
WQZM683	PEA 166	Redding	CA
WQZM684	PEA 124	Olympia	WA
WQZM685	PEA 328	Winslow	AZ
WQZM686	PEA 109	Rocky Mount	NC
WQZM687	PEA 100	Greenville	NC
WQZM688	PEA 103	Winchester	VA
WQZM689	PEA 301	Rochester	MN
WQZM690	PEA 301	Rochester	MN
WQZM691	PEA 381	Del Rio	TX
WQZM692	PEA 095	Bluefield	WV
WQZM693	PEA 191	Petersburg	VA
WQZM694	PEA 177	Savannah	GA
WQZM695	PEA 024	Saint Louis	MO
WQZM696	PEA 024	Saint Louis	MO
WQZM697	PEA 184	Ruston	LA
WQZM698	PEA 246	Auburn	AL
WQZM699	PEA 192	Fayetteville	NC
WQZM700	PEA 173	Blacksburg	VA
WQZM701	PEA 202	Columbus	GA
WQZM702	PEA 249	Bryan	TX
WQZM703	PEA 356	Colville	WA
WQZM704	PEA 229	Saint George	UT
WQZM705	PEA 257	Cheyenne	WY
WQZM706	PEA 217	Lubbock	TX
WQZM707	PEA 189	Alexandria	LA
WQZM708	PEA 242	Lake Charles	LA
WQZM709	PEA 235	Amarillo	TX
WQZM710	PEA 220	Odessa	TX

Call Sign	PEA Number	Municipality	State
WQZM711	PEA 120	Shreveport	LA
WQZM712	PEA 135	Beaumont	TX
WQZM713	PEA 317	Beatrice	NE
WQZM714	PEA 283	Plattsburgh	NY
WQZM715	PEA 227	Watertown	NY
WQZM716	PEA 210	Binghamton	NY
WQZM717	PEA 104	Fort Collins	CO

800 MHz Economic Area License Holdings at end of Rebanding

Call Sign	Licensee	Radio Service Code	EA Market	Channel Block	Market Name	Expiration Date	Frequency Range
WPLM546	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA001	B	Bangor, ME	6/17/2028	817 - 818 / 862 - 863
WPLM547	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA001	X	Bangor, ME	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM549	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA002	B	Portland, ME	6/17/2028	817 - 818 / 862 - 863
WPLM550	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA002	X	Portland, ME	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM552	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA003	B	Boston-Worcester-Lawrence-Lowe	6/17/2028	817 - 818 / 862 - 863
WPQT200	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA003	B	Boston-Worcester-Lawrence-Lowe	6/17/2028	817 - 818 / 862 - 863
WPLM553	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA003	X	Boston-Worcester-Lawrence-Lowe	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT201	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA003	X	Boston-Worcester-Lawrence-Lowe	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM555	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA004	B	Burlington, VT-NY	6/17/2028	817 - 818 / 862 - 863
WPLM556	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA004	X	Burlington, VT-NY	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI277	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA005	B	Albany-Schenectady-Troy, NY	6/17/2028	817 - 818 / 862 - 863
WPOI278	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA005	X	Albany-Schenectady-Troy, NY	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI280	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA006	B	Syracuse, NY-PA	6/17/2028	817 - 818 / 862 - 863
WPOI281	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA006	X	Syracuse, NY-PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM564	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA007	B	Rochester, NY-PA	6/17/2028	817 - 818 / 862 - 863
WPLM565	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA007	X	Rochester, NY-PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM567	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA008	B	Buffalo-Niagara Falls, NY-PA	6/17/2028	817 - 818 / 862 - 863
WPLM568	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA008	X	Buffalo-Niagara Falls, NY-PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM570	NEXTEL WEST CORP.	YC	BEA009	B	State College, PA	6/17/2028	817 - 818 / 862 - 863
WPLM571	NEXTEL WEST CORP.	YH	BEA009	X	State College, PA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM573	NEXTEL OF NEW YORK, INC.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028	817 - 818 / 862 - 863
WPOI316	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028	817 - 818 / 862 - 863
WPQS997	NEXTEL WEST CORP.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028	817 - 818 / 862 - 863

WPVP595	NEXTEL WEST CORP.	YC	BEA010	B	New York-No. New Jer.-Long Isl	6/17/2028 817 - 818 / 862 - 863
WPLM574	NEXTEL OF NEW YORK, INC.	YH	BEA010	X	New York-No. New Jer.-Long Isl	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI317	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA010	X	New York-No. New Jer.-Long Isl	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS998	NEXTEL WEST CORP.	YH	BEA010	X	New York-No. New Jer.-Long Isl	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM576	NEXTEL WEST CORP.	YC	BEA011	B	Harrisburg-Lebanon-Carlisle, P	6/17/2028 817 - 818 / 862 - 863
WPOI283	NEXTEL WEST CORP.	YC	BEA011	B	Harrisburg-Lebanon-Carlisle, P	6/17/2028 817 - 818 / 862 - 863
WPLM577	NEXTEL WEST CORP.	YH	BEA011	X	Harrisburg-Lebanon-Carlisle, P	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI284	NEXTEL WEST CORP.	YH	BEA011	X	Harrisburg-Lebanon-Carlisle, P	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM579	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA012	B	Philadelphia-Wilmington-Atl. C	6/17/2028 817 - 818 / 862 - 863
WPOI319	NEXTEL WEST CORP.	YC	BEA012	B	Philadelphia-Wilmington-Atl. C	6/17/2028 817 - 818 / 862 - 863
WPLM580	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA012	X	Philadelphia-Wilmington-Atl. C	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI320	NEXTEL WEST CORP.	YH	BEA012	X	Philadelphia-Wilmington-Atl. C	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM582	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA013	B	Washington-Baltimore, DC-MD-VA	6/17/2028 817 - 818 / 862 - 863
WPOI322	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA013	B	Washington-Baltimore, DC-MD-VA	6/17/2028 817 - 818 / 862 - 863
WPQT203	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA013	B	Washington-Baltimore, DC-MD-VA	6/17/2028 817 - 818 / 862 - 863
WPLM583	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA013	X	Washington-Baltimore, DC-MD-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI323	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA013	X	Washington-Baltimore, DC-MD-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT204	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA013	X	Washington-Baltimore, DC-MD-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM585	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA014	B	Salisbury, MD-DE-VA	6/17/2028 817 - 818 / 862 - 863
WQHV920	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA014	B	Salisbury, MD-DE-VA	6/17/2028 817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM586	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA014	X	Salisbury, MD-DE-VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM588	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817.4 - 818 / 862.4 - 863
WPOI413	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817 - 818 / 862 - 863
WQHX606	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817 - 817.2 / 862 - 862.2
WQHX885	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA015	B	Richmond-Petersburg, VA	6/17/2028 817.2 - 817.4 / 862.2 - 862.4
WPLM589	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA015	X	Richmond-Petersburg, VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI414	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA015	X	Richmond-Petersburg, VA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM591	NEXTEL WEST CORP.	YC	BEA016	B	Staunton, VA-WV	6/17/2028 817 - 818 / 862 - 863

WPOI325	NEXTEL WEST CORP.	YC	BEA016	B	Staunton, VA-WV	6/17/2028 817 - 818 / 862 - 863
WPLM592	NEXTEL WEST CORP.	YH	BEA016	X	Staunton, VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI326	NEXTEL WEST CORP.	YH	BEA016	X	Staunton, VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM594	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA017	B	Roanoke, VA-NC-WV	6/17/2028 817 - 818 / 862 - 863
WPQT206	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YG	BEA017	B	Roanoke, VA-NC-WV	6/17/2028 817 - 818 / 862 - 863
WQHV921	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA017	B	Roanoke, VA-NC-WV	6/17/2028 817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM595	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA017	X	Roanoke, VA-NC-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT235	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA017	X	Roanoke, VA-NC-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM597	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPOI328	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPVQ580	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPVV599	Nextel South Corp.	YC	BEA018	B	Greensboro-Winston-Salem-High	6/17/2028 817 - 818 / 862 - 863
WPLM598	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI329	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPVQ581	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPVV600	Nextel South Corp.	YH	BEA018	X	Greensboro-Winston-Salem-High	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM600	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817 - 818 / 862 - 863
WQHV922	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817.6375 - 817.7375 / 862.6375 - 862.7375
WQHX597	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817.0125 - 817.4875 / 862.0125 - 862.4875
WQHX600	Nextel South Corp.	YC	BEA019	B	Raleigh-Durham-Chapel Hill, NC	6/17/2028 817.5125 - 817.6125 / 862.5125 - 862.6125
WPLM601	Nextel South Corp.	YH	BEA019	X	Raleigh-Durham-Chapel Hill, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM603	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA020	B	Norfolk-Virginia Beach-Newport	6/17/2028 817 - 818 / 862 - 863
WQHX607	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA020	B	Norfolk-Virginia Beach-Newport	6/17/2028 817.0125 - 817.3625 / 862.0125 - 862.3625
WQHX886	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA020	B	Norfolk-Virginia Beach-Newport	6/17/2028 817.3875 - 817.7375 / 862.3875 - 862.7375
WPLM604	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA020	X	Norfolk-Virginia Beach-Newport	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM606	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817 - 818 / 862 - 863
WQHV924	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.6375 - 817.7375 / 862.6375 - 862.7375
WQHX595	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.2625 - 817.4875 / 862.2625 - 862.4875
WQHX598	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.0125 - 817.2375 / 862.0125 - 862.2375
WQHX602	Nextel South Corp.	YC	BEA021	B	Greenville, NC	6/17/2028 817.5125 - 817.6125 / 862.5125 - 862.6125
WPLM607	Nextel South Corp.	YH	BEA021	X	Greenville, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM609	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817 - 818 / 862 - 863
WQHV925	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817.3875 - 817.4875 / 862.3875 - 862.4875
WQHX603	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817.2625 - 817.3625 / 862.2625 - 862.3625
WQHX887	Nextel South Corp.	YC	BEA022	B	Fayetteville, NC	6/17/2028 817.0125 - 817.2375 / 862.0125 - 862.2375
WPLM610	Nextel South Corp.	YH	BEA022	X	Fayetteville, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM612	Nextel South Corp.	YC	BEA023	B	Charlotte-Gastonia-Rock Hill,	6/17/2028 817 - 818 / 862 - 863

WQHV928	Nextel South Corp.	YC	BEA023	B	Charlotte-Gastonia-Rock Hill,	6/17/2028	817.1375 - 817.2375 / 862.1375 - 862.2375
WQHX605	Nextel South Corp.	YC	BEA023	B	Charlotte-Gastonia-Rock Hill,	6/17/2028	817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM613	Nextel South Corp.	YH	BEA023	X	Charlotte-Gastonia-Rock Hill,	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM615	Nextel South Corp.	YC	BEA024	B	Columbia, SC	6/17/2028	817 - 818 / 862 - 863
WQHV929	Nextel South Corp.	YC	BEA024	B	Columbia, SC	6/17/2028	817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM616	Nextel South Corp.	YH	BEA024	X	Columbia, SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM618	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817 - 818 / 862 - 863
WQHV923	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.5875 - 817.6875 / 862.5875 - 862.6875
WQHX596	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.2375 - 817.4375 / 862.2375 - 862.4375
WQHX601	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.4625 - 817.5625 / 862.4625 - 862.5625
WQHX888	Nextel South Corp.	YC	BEA025	B	Wilmington, NC-SC	6/17/2028	817.0125 - 817.2125 / 862.0125 - 862.2125
WPLM619	Nextel South Corp.	YH	BEA025	X	Wilmington, NC-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM621	Nextel South Corp.	YC	BEA026	B	Charleston-North Charleston, S	6/17/2028	817 - 818 / 862 - 863
WQHV926	Nextel South Corp.	YC	BEA026	B	Charleston-North Charleston, S	6/17/2028	817.1375 - 817.2375 / 862.1375 - 862.2375
WQHX604	Nextel South Corp.	YC	BEA026	B	Charleston-North Charleston, S	6/17/2028	817.0125 - 817.1125 / 862.0125 - 862.1125
WPLM622	Nextel South Corp.	YH	BEA026	X	Charleston-North Charleston, S	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM624	Nextel South Corp.	YC	BEA027	B	Augusta-Aiken, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPOK440	Nextel South Corp.	YC	BEA027	B	Augusta-Aiken, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM625	Nextel South Corp.	YH	BEA027	X	Augusta-Aiken, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK441	Nextel South Corp.	YH	BEA027	X	Augusta-Aiken, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM627	Nextel South Corp.	YC	BEA028	B	Savannah, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPOK444	Nextel South Corp.	YC	BEA028	B	Savannah, GA-SC	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM628	Nextel South Corp.	YH	BEA028	X	Savannah, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK443	Nextel South Corp.	YH	BEA028	X	Savannah, GA-SC	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM630	Nextel South Corp.	YC	BEA029	B	Jacksonville, FL-GA	6/17/2028	817 - 818 / 862 - 863
WPOI331	Nextel South Corp.	YC	BEA029	B	Jacksonville, FL-GA	6/17/2028	817 - 818 / 862 - 863
WPLM631	Nextel South Corp.	YH	BEA029	X	Jacksonville, FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI332	Nextel South Corp.	YH	BEA029	X	Jacksonville, FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM633	Nextel South Corp.	YC	BEA030	B	Orlando, FL	6/17/2028	817 - 818 / 862 - 863
WPLM634	Nextel South Corp.	YH	BEA030	X	Orlando, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM636	Nextel South Corp.	YC	BEA031	B	Miami-Fort Lauderdale, FL	6/17/2028	817 - 818 / 862 - 863
WPLM637	Nextel South Corp.	YH	BEA031	X	Miami-Fort Lauderdale, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM639	Nextel South Corp.	YC	BEA032	B	Fort Myers-Cape Coral, FL	6/17/2028	817 - 818 / 862 - 863
WPLM640	Nextel South Corp.	YH	BEA032	X	Fort Myers-Cape Coral, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM642	Nextel South Corp.	YC	BEA033	B	Sarasota-Bradenton, FL	6/17/2028	817 - 818 / 862 - 863
WPLM643	Nextel South Corp.	YH	BEA033	X	Sarasota-Bradenton, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM645	Nextel South Corp.	YC	BEA034	B	Tampa-St. Petersburg-Clearwate	6/17/2028	817 - 818 / 862 - 863
WPLM646	Nextel South Corp.	YH	BEA034	X	Tampa-St. Petersburg-Clearwate	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM647	Nextel South Corp.	YC	BEA035	B	Tallahassee, FL-GA	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM648	Nextel South Corp.	YH	BEA035	X	Tallahassee, FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR938	Nextel South Corp.	YH	BEA035	X	Tallahassee, FL-GA	3/21/2021	817.4 - 818 / 862.4 - 863
WPOI289	Nextel South Corp.	YC	BEA036	B	Dothan, AL-FL-GA	6/17/2028	817.4 - 818 / 862.4 - 863
WPOI290	Nextel South Corp.	YH	BEA036	X	Dothan, AL-FL-GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR936	Nextel South Corp.	YH	BEA036	X	Dothan, AL-FL-GA	3/21/2021	817.4 - 818 / 862.4 - 863
WPLM652	Nextel South Corp.	YC	BEA037	B	Albany, GA	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM653	Nextel South Corp.	YH	BEA037	X	Albany, GA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOK449	Nextel South Corp.	YC	BEA038	B	Macon, GA	6/17/2028 817.4 - 818 / 862.4 - 863
WPOK450	Nextel South Corp.	YH	BEA038	X	Macon, GA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK451	Nextel South Corp.	YC	BEA039	B	Columbus, GA-AL	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM658	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI376	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK452	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR937	Nextel South Corp.	YH	BEA039	X	Columbus, GA-AL	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM660	Nextel South Corp.	YC	BEA040	B	Atlanta, GA-AL-NC	6/17/2028 817.4 - 818 / 862.4 - 863
WPOK454	Nextel South Corp.	YC	BEA040	B	Atlanta, GA-AL-NC	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM661	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI335	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK455	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR939	Nextel South Corp.	YH	BEA040	X	Atlanta, GA-AL-NC	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM663	Nextel South Corp.	YC	BEA041	B	Greenville-Spartanburg-Anderso	6/17/2028 817 - 818 / 862 - 863
WPLM664	Nextel South Corp.	YH	BEA041	X	Greenville-Spartanburg-Anderso	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM666	Nextel South Corp.	YC	BEA042	B	Asheville, NC	6/17/2028 817 - 818 / 862 - 863
WPLM667	Nextel South Corp.	YH	BEA042	X	Asheville, NC	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM669	Nextel South Corp.	YC	BEA043	B	Chattanooga, TN-GA	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM670	Nextel South Corp.	YH	BEA043	X	Chattanooga, TN-GA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM672	Nextel South Corp.	YC	BEA044	B	Knoxville, TN	6/17/2028 817 - 818 / 862 - 863
WPOI337	Nextel South Corp.	YC	BEA044	B	Knoxville, TN	6/17/2028 817 - 818 / 862 - 863
WPLM673	Nextel South Corp.	YH	BEA044	X	Knoxville, TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI338	Nextel South Corp.	YH	BEA044	X	Knoxville, TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM675	Nextel South Corp.	YC	BEA045	B	Johnson City-Kingsport-Bristol	6/17/2028 817 - 818 / 862 - 863
WPLM676	Nextel South Corp.	YH	BEA045	X	Johnson City-Kingsport-Bristol	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM678	Nextel South Corp.	YC	BEA046	B	Hickory-Morganton, NC-TN	6/17/2028 817 - 818 / 862 - 863
WPOI340	Nextel South Corp.	YC	BEA046	B	Hickory-Morganton, NC-TN	6/17/2028 817 - 818 / 862 - 863
WPLM679	Nextel South Corp.	YH	BEA046	X	Hickory-Morganton, NC-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI341	Nextel South Corp.	YH	BEA046	X	Hickory-Morganton, NC-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM681	NEXTEL WEST CORP.	YC	BEA047	B	Lexington, KY-TN-VA-WV	6/17/2028 817 - 818 / 862 - 863
WPOI378	NEXTEL WEST CORP.	YC	BEA047	B	Lexington, KY-TN-VA-WV	6/17/2028 817 - 818 / 862 - 863
WPLM682	NEXTEL WEST CORP.	YH	BEA047	X	Lexington, KY-TN-VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI379	NEXTEL WEST CORP.	YH	BEA047	X	Lexington, KY-TN-VA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM684	NEXTEL WEST CORP.	YC	BEA048	B	Charleston, WV-KY-OH	6/17/2028 817 - 818 / 862 - 863
WPLM685	NEXTEL WEST CORP.	YH	BEA048	X	Charleston, WV-KY-OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM687	NEXTEL WEST CORP.	YC	BEA049	B	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 817 - 818 / 862 - 863
WPQT236	NEXTEL WEST CORP.	YC	BEA049	B	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 817 - 818 / 862 - 863
WPLM688	NEXTEL WEST CORP.	YH	BEA049	X	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT237	NEXTEL WEST CORP.	YH	BEA049	X	Cincinnati-Hamilton, OH-KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM690	NEXTEL WEST CORP.	YC	BEA050	B	Dayton-Springfield, OH	6/17/2028 817 - 818 / 862 - 863
WPLM691	NEXTEL WEST CORP.	YH	BEA050	X	Dayton-Springfield, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM693	NEXTEL WEST CORP.	YC	BEA051	B	Columbus, OH	6/17/2028 817 - 818 / 862 - 863
WPQS976	NEXTEL WEST CORP.	YC	BEA051	B	Columbus, OH	6/17/2028 817 - 818 / 862 - 863
WPLM694	NEXTEL WEST CORP.	YH	BEA051	X	Columbus, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS977	NEXTEL WEST CORP.	YH	BEA051	X	Columbus, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM696	NEXTEL WEST CORP.	YC	BEA052	B	Wheeling, WV-OH	6/17/2028 817 - 818 / 862 - 863

WPQS979	NEXTEL WEST CORP.	YC	BEA052	B	Wheeling, WV-OH	6/17/2028 817 - 818 / 862 - 863
WPLM697	NEXTEL WEST CORP.	YH	BEA052	X	Wheeling, WV-OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS980	NEXTEL WEST CORP.	YH	BEA052	X	Wheeling, WV-OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM699	NEXTEL WEST CORP.	YC	BEA053	B	Pittsburgh, PA-WV	6/17/2028 817 - 818 / 862 - 863
WPQS982	NEXTEL WEST CORP.	YC	BEA053	B	Pittsburgh, PA-WV	6/17/2028 817 - 818 / 862 - 863
WPLM700	NEXTEL WEST CORP.	YH	BEA053	X	Pittsburgh, PA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS983	NEXTEL WEST CORP.	YH	BEA053	X	Pittsburgh, PA-WV	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM702	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA054	B	Erie, PA	6/17/2028 817 - 818 / 862 - 863
WPOI381	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YC	BEA054	B	Erie, PA	6/17/2028 817 - 818 / 862 - 863
WPLM703	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA054	X	Erie, PA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI382	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YH	BEA054	X	Erie, PA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM705	NEXTEL WEST CORP.	YC	BEA055	B	Cleveland-Akron, OH-PA	6/17/2028 817 - 818 / 862 - 863
WPLM706	NEXTEL WEST CORP.	YH	BEA055	X	Cleveland-Akron, OH-PA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM708	NEXTEL WEST CORP.	YC	BEA056	B	Toledo, OH	6/17/2028 817 - 818 / 862 - 863
WPLM709	NEXTEL WEST CORP.	YH	BEA056	X	Toledo, OH	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM711	NEXTEL WEST CORP.	YC	BEA057	B	Detroit-Ann Arbor-Flint, MI	6/17/2028 817 - 818 / 862 - 863
WPLM712	NEXTEL WEST CORP.	YH	BEA057	X	Detroit-Ann Arbor-Flint, MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM714	NEXTEL WEST CORP.	YC	BEA058	B	Northern Michigan, MI	6/17/2028 817 - 818 / 862 - 863
WPLM715	NEXTEL WEST CORP.	YH	BEA058	X	Northern Michigan, MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM717	NEXTEL WEST CORP.	YC	BEA059	B	Green Bay, WI-MI	6/17/2028 817 - 818 / 862 - 863
WPOI384	NEXTEL WEST CORP.	YC	BEA059	B	Green Bay, WI-MI	6/17/2028 817 - 818 / 862 - 863
WPVP602	NEXTEL WEST CORP.	YC	BEA059	B	Green Bay, WI-MI	6/17/2028 817 - 818 / 862 - 863
WPLM718	NEXTEL WEST CORP.	YH	BEA059	X	Green Bay, WI-MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI385	NEXTEL WEST CORP.	YH	BEA059	X	Green Bay, WI-MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM720	NEXTEL WEST CORP.	YC	BEA060	B	Appleton-Oshkosh-Neenah, WI	6/17/2028 817 - 818 / 862 - 863
WPLM721	NEXTEL WEST CORP.	YH	BEA060	X	Appleton-Oshkosh-Neenah, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM723	NEXTEL WEST CORP.	YC	BEA061	B	Traverse City, MI	6/17/2028 817 - 818 / 862 - 863
WPLM724	NEXTEL WEST CORP.	YH	BEA061	X	Traverse City, MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM726	NEXTEL WEST CORP.	YC	BEA062	B	Grand Rapids-Muskegon-Holland,	6/17/2028 817 - 818 / 862 - 863
WPLM727	NEXTEL WEST CORP.	YH	BEA062	X	Grand Rapids-Muskegon-Holland,	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM729	NEXTEL WEST CORP.	YC	BEA063	B	Milwaukee-Racine, WI	6/17/2028 817 - 818 / 862 - 863
WPOI343	NEXTEL WEST CORP.	YC	BEA063	B	Milwaukee-Racine, WI	6/17/2028 817 - 818 / 862 - 863
WPLM730	NEXTEL WEST CORP.	YH	BEA063	X	Milwaukee-Racine, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI344	NEXTEL WEST CORP.	YH	BEA063	X	Milwaukee-Racine, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM732	NEXTEL WEST CORP.	YC	BEA064	B	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 817 - 818 / 862 - 863
WPOI346	NEXTEL WEST CORP.	YC	BEA064	B	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 817 - 818 / 862 - 863
WPLM733	NEXTEL WEST CORP.	YH	BEA064	X	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI347	NEXTEL WEST CORP.	YH	BEA064	X	Chicago-Gary-Kenosha, IL-IN-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM735	NEXTEL WEST CORP.	YC	BEA065	B	Elkhart-Goshen, IN-MI	6/17/2028 817 - 818 / 862 - 863
WPLM736	NEXTEL WEST CORP.	YH	BEA065	X	Elkhart-Goshen, IN-MI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM738	NEXTEL WEST CORP.	YC	BEA066	B	Fort Wayne, IN	6/17/2028 817 - 818 / 862 - 863
WPLM739	NEXTEL WEST CORP.	YH	BEA066	X	Fort Wayne, IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPLM741	NEXTEL WEST CORP.	YC	BEA067	B	Indianapolis, IN-IL	6/17/2028 817 - 818 / 862 - 863
WPOI349	NEXTEL WEST CORP.	YC	BEA067	B	Indianapolis, IN-IL	6/17/2028 817 - 818 / 862 - 863
WPOK457	NEXTEL WEST CORP.	YC	BEA067	B	Indianapolis, IN-IL	6/17/2028 817 - 818 / 862 - 863
WPLM742	NEXTEL WEST CORP.	YH	BEA067	X	Indianapolis, IN-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI350	NEXTEL WEST CORP.	YH	BEA067	X	Indianapolis, IN-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK458	NEXTEL WEST CORP.	YH	BEA067	X	Indianapolis, IN-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI292	NEXTEL WEST CORP.	YC	BEA068	B	Champaign-Urbana, IL	6/17/2028 817 - 818 / 862 - 863
WPOI293	NEXTEL WEST CORP.	YH	BEA068	X	Champaign-Urbana, IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM747	NEXTEL WEST CORP.	YC	BEA069	B	Evansville-Henderson, IN-KY-IL	6/17/2028 817 - 818 / 862 - 863
WPLM748	NEXTEL WEST CORP.	YH	BEA069	X	Evansville-Henderson, IN-KY-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM750	NEXTEL WEST CORP.	YC	BEA070	B	Louisville, KY-IN	6/17/2028 817 - 818 / 862 - 863
WPOI295	NEXTEL WEST CORP.	YC	BEA070	B	Louisville, KY-IN	6/17/2028 817 - 818 / 862 - 863
WPLM751	NEXTEL WEST CORP.	YH	BEA070	X	Louisville, KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI296	NEXTEL WEST CORP.	YH	BEA070	X	Louisville, KY-IN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI355	NEXTEL WEST CORP.	YC	BEA071	B	Nashville, TN-KY	6/17/2028 817 - 818 / 862 - 863
WPSN389	Nextel South Corp.	YC	BEA071	B	Nashville, TN-KY	6/17/2028 817 - 818 / 862 - 863
WPOI356	NEXTEL WEST CORP.	YH	BEA071	X	Nashville, TN-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPSN390	Nextel South Corp.	YH	BEA071	X	Nashville, TN-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM756	NEXTEL WEST CORP.	YC	BEA072	B	Paducah, KY-IL	6/17/2028 817 - 818 / 862 - 863
WPLM757	NEXTEL WEST CORP.	YH	BEA072	X	Paducah, KY-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM759	Nextel South Corp.	YC	BEA073	B	Memphis, TN-AR-MS-KY	6/17/2028 817 - 818 / 862 - 863
WPOK460	Nextel South Corp.	YC	BEA073	B	Memphis, TN-AR-MS-KY	6/17/2028 817 - 818 / 862 - 863
WPLM760	Nextel South Corp.	YH	BEA073	X	Memphis, TN-AR-MS-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK461	Nextel South Corp.	YH	BEA073	X	Memphis, TN-AR-MS-KY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM761	Nextel South Corp.	YC	BEA074	B	Huntsville, AL-TN	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM762	Nextel South Corp.	YH	BEA074	X	Huntsville, AL-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR940	Nextel South Corp.	YH	BEA074	X	Huntsville, AL-TN	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM763	Nextel South Corp.	YC	BEA075	B	Tupelo, MS-AL-TN	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM764	Nextel South Corp.	YH	BEA075	X	Tupelo, MS-AL-TN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR941	Nextel South Corp.	YH	BEA075	X	Tupelo, MS-AL-TN	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM765	Nextel South Corp.	YC	BEA076	B	Greenville, MS	6/17/2028 817 - 818 / 862 - 863
WPOI386	Nextel South Corp.	YC	BEA076	B	Greenville, MS	6/17/2028 817 - 818 / 862 - 863
WPLM766	Nextel South Corp.	YH	BEA076	X	Greenville, MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI387	Nextel South Corp.	YH	BEA076	X	Greenville, MS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM768	Nextel South Corp.	YC	BEA077	B	Jackson, MS-AL-LA	6/17/2028 817.4 - 818 / 862.4 - 863
WPOI298	Nextel South Corp.	YC	BEA077	B	Jackson, MS-AL-LA	6/17/2028 817.4 - 818 / 862.4 - 863
WPLM769	Nextel South Corp.	YH	BEA077	X	Jackson, MS-AL-LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI299	Nextel South Corp.	YH	BEA077	X	Jackson, MS-AL-LA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR942	Nextel South Corp.	YH	BEA077	X	Jackson, MS-AL-LA	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM771	Nextel South Corp.	YH	BEA078	X	Birmingham, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI358	Nextel South Corp.	YH	BEA078	X	Birmingham, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR931	Nextel South Corp.	YH	BEA078	X	Birmingham, AL	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM773	Nextel South Corp.	YH	BEA079	X	Montgomery, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR932	Nextel South Corp.	YH	BEA079	X	Montgomery, AL	3/21/2021 817.4 - 818 / 862.4 - 863
WPLM775	Nextel South Corp.	YH	BEA080	X	Mobile, AL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR933	Nextel South Corp.	YH	BEA080	X	Mobile, AL	3/21/2021 817.4 - 818 / 862.4 - 863

WPLM777	Nextel South Corp.	YH	BEA081	X	Pensacola, FL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR934	Nextel South Corp.	YH	BEA081	X	Pensacola, FL	3/21/2021	817.4 - 818 / 862.4 - 863
WPLM779	Nextel South Corp.	YH	BEA082	X	Biloxi-Gulfport-Pascagoula, MS	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WQVR935	Nextel South Corp.	YH	BEA082	X	Biloxi-Gulfport-Pascagoula, MS	3/21/2021	817.4 - 818 / 862.4 - 863
WPLM781	Nextel South Corp.	YC	BEA083	B	New Orleans, LA-MS	6/17/2028	817 - 818 / 862 - 863
WQVR930	Nextel South Corp.	YC	BEA083	B	New Orleans, LA-MS	6/17/2028	817.4 - 818 / 862.4 - 863
WPLM782	Nextel South Corp.	YH	BEA083	X	New Orleans, LA-MS	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI361	Nextel South Corp.	YH	BEA083	X	New Orleans, LA-MS	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM784	Nextel South Corp.	YC	BEA084	B	Baton Rouge, LA-MS	6/17/2028	817 - 818 / 862 - 863
WPLM785	Nextel South Corp.	YH	BEA084	X	Baton Rouge, LA-MS	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM787	Nextel South Corp.	YC	BEA085	B	Lafayette, LA	6/17/2028	817 - 818 / 862 - 863
WPOI301	Nextel South Corp.	YC	BEA085	B	Lafayette, LA	6/17/2028	817 - 818 / 862 - 863
WPLM788	Nextel South Corp.	YH	BEA085	X	Lafayette, LA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI302	Nextel South Corp.	YH	BEA085	X	Lafayette, LA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM790	Nextel South Corp.	YC	BEA086	B	Lake Charles, LA	6/17/2028	817 - 818 / 862 - 863
WPLM791	Nextel South Corp.	YH	BEA086	X	Lake Charles, LA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM793	NEXTEL WEST CORP.	YC	BEA087	B	Beaumont-Port Arthur, TX	6/17/2028	817 - 818 / 862 - 863
WPLM794	NEXTEL WEST CORP.	YH	BEA087	X	Beaumont-Port Arthur, TX	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI304	Nextel South Corp.	YC	BEA088	B	Shreveport-Bossier City, LA-AR	6/17/2028	817 - 818 / 862 - 863
WPOI305	Nextel South Corp.	YH	BEA088	X	Shreveport-Bossier City, LA-AR	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM799	Nextel South Corp.	YC	BEA089	B	Monroe, LA	6/17/2028	817 - 818 / 862 - 863
WPLM800	Nextel South Corp.	YH	BEA089	X	Monroe, LA	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH201	Nextel South Corp.	YC	BEA090	B	Little Rock-North Little Rock,	6/17/2028	817 - 818 / 862 - 863
WPOH202	Nextel South Corp.	YH	BEA090	X	Little Rock-North Little Rock,	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH203	NEXTEL WEST CORP.	YC	BEA091	B	Fort Smith, AR-OK	6/17/2028	817 - 818 / 862 - 863
WPOH204	NEXTEL WEST CORP.	YH	BEA091	X	Fort Smith, AR-OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH205	Nextel South Corp.	YC	BEA092	B	Fayetteville-Springdale-Rogers	6/17/2028	817 - 818 / 862 - 863
WPOK462	NEXTEL WEST CORP.	YC	BEA092	B	Fayetteville-Springdale-Rogers	6/17/2028	817 - 818 / 862 - 863
WPOH206	Nextel South Corp.	YH	BEA092	X	Fayetteville-Springdale-Rogers	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK463	NEXTEL WEST CORP.	YH	BEA092	X	Fayetteville-Springdale-Rogers	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH208	NEXTEL WEST CORP.	YC	BEA093	B	Joplin, MO-KS-OK	6/17/2028	817 - 818 / 862 - 863
WPOH209	NEXTEL WEST CORP.	YH	BEA093	X	Joplin, MO-KS-OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH211	NEXTEL WEST CORP.	YC	BEA094	B	Springfield, MO	6/17/2028	817 - 818 / 862 - 863
WPOH212	NEXTEL WEST CORP.	YH	BEA094	X	Springfield, MO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH213	Nextel South Corp.	YC	BEA095	B	Jonesboro, AR-MO	6/17/2028	817 - 818 / 862 - 863
WPOK464	Nextel South Corp.	YC	BEA095	B	Jonesboro, AR-MO	6/17/2028	817 - 818 / 862 - 863
WPOH214	Nextel South Corp.	YH	BEA095	X	Jonesboro, AR-MO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK465	Nextel South Corp.	YH	BEA095	X	Jonesboro, AR-MO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH216	NEXTEL WEST CORP.	YC	BEA096	B	St. Louis, MO-IL	6/17/2028	817 - 818 / 862 - 863
WPOK467	NEXTEL WEST CORP.	YC	BEA096	B	St. Louis, MO-IL	6/17/2028	817 - 818 / 862 - 863
WPOH217	NEXTEL WEST CORP.	YH	BEA096	X	St. Louis, MO-IL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK468	NEXTEL WEST CORP.	YH	BEA096	X	St. Louis, MO-IL	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH219	NEXTEL WEST CORP.	YC	BEA097	B	Springfield, IL-MO	6/17/2028	817 - 818 / 862 - 863
WPOI389	NEXTEL WEST CORP.	YC	BEA097	B	Springfield, IL-MO	6/17/2028	817 - 818 / 862 - 863
WPOH220	NEXTEL WEST CORP.	YH	BEA097	X	Springfield, IL-MO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI390	NEXTEL WEST CORP.	YH	BEA097	X	Springfield, IL-MO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOH222	NEXTEL WEST CORP.	YC	BEA098	B	Columbia, MO	6/17/2028 817 - 818 / 862 - 863
WPOH223	NEXTEL WEST CORP.	YH	BEA098	X	Columbia, MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH225	NEXTEL WEST CORP.	YC	BEA099	B	Kansas City, MO-KS	6/17/2028 817 - 818 / 862 - 863
WPOH226	NEXTEL WEST CORP.	YH	BEA099	X	Kansas City, MO-KS	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH228	NEXTEL WEST CORP.	YC	BEA100	B	Des Moines, IA-IL-MO	6/17/2028 817 - 818 / 862 - 863
WPOI392	NEXTEL WEST CORP.	YC	BEA100	B	Des Moines, IA-IL-MO	6/17/2028 817 - 818 / 862 - 863
WQPK770	NEXTEL WEST CORP.	YC	BEA100	B	Des Moines, IA-IL-MO	6/17/2028 817 - 818 / 862 - 863
WPOH229	NEXTEL WEST CORP.	YH	BEA100	X	Des Moines, IA-IL-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI393	NEXTEL WEST CORP.	YH	BEA100	X	Des Moines, IA-IL-MO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH230	NEXTEL WEST CORP.	YC	BEA101	B	Peoria-Pekin, IL	6/17/2028 817 - 818 / 862 - 863
WPOH231	NEXTEL WEST CORP.	YH	BEA101	X	Peoria-Pekin, IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH233	NEXTEL WEST CORP.	YC	BEA102	B	Davenport-Moline-Rock Island,	6/17/2028 817 - 818 / 862 - 863
WQPK773	NEXTEL WEST CORP.	YC	BEA102	B	Davenport-Moline-Rock Island,	6/17/2028 817 - 818 / 862 - 863
WPOH234	NEXTEL WEST CORP.	YH	BEA102	X	Davenport-Moline-Rock Island,	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH236	NEXTEL WEST CORP.	YC	BEA103	B	Cedar Rapids, IA	6/17/2028 817 - 818 / 862 - 863
WPOH237	NEXTEL WEST CORP.	YH	BEA103	X	Cedar Rapids, IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH239	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WPOI395	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WQPK776	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WQPK821	NEXTEL WEST CORP.	YC	BEA104	B	Madison, WI-IA-IL	6/17/2028 817 - 818 / 862 - 863
WPOH240	NEXTEL WEST CORP.	YH	BEA104	X	Madison, WI-IA-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI396	NEXTEL WEST CORP.	YH	BEA104	X	Madison, WI-IA-IL	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH242	NEXTEL WEST CORP.	YC	BEA105	B	La Crosse, WI-MN	6/17/2028 817 - 818 / 862 - 863
WPOH243	NEXTEL WEST CORP.	YH	BEA105	X	La Crosse, WI-MN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH245	NEXTEL WEST CORP.	YC	BEA106	B	Rochester, MN-IA-WI	6/17/2028 817 - 818 / 862 - 863
WPOI398	NEXTEL WEST CORP.	YC	BEA106	B	Rochester, MN-IA-WI	6/17/2028 817 - 818 / 862 - 863
WPQT224	NEXTEL WEST CORP.	YC	BEA106	B	Rochester, MN-IA-WI	6/17/2028 817 - 818 / 862 - 863
WPOH246	NEXTEL WEST CORP.	YH	BEA106	X	Rochester, MN-IA-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI399	NEXTEL WEST CORP.	YH	BEA106	X	Rochester, MN-IA-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT225	NEXTEL WEST CORP.	YH	BEA106	X	Rochester, MN-IA-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH248	NEXTEL WEST CORP.	YC	BEA107	B	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 817 - 818 / 862 - 863
WPOI363	NEXTEL WEST CORP.	YC	BEA107	B	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 817 - 818 / 862 - 863
WPQT227	NEXTEL WEST CORP.	YC	BEA107	B	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 817 - 818 / 862 - 863
WPOH249	NEXTEL WEST CORP.	YH	BEA107	X	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI364	NEXTEL WEST CORP.	YH	BEA107	X	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT228	NEXTEL WEST CORP.	YH	BEA107	X	Minneapolis-St. Paul, MN-WI-IA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI401	NEXTEL WEST CORP.	YC	BEA108	B	Wausau, WI	6/17/2028 817 - 818 / 862 - 863
WPOI402	NEXTEL WEST CORP.	YH	BEA108	X	Wausau, WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI404	NEXTEL WEST CORP.	YC	BEA109	B	Duluth-Superior, MN-WI	6/17/2028 817 - 818 / 862 - 863
WPOI405	NEXTEL WEST CORP.	YH	BEA109	X	Duluth-Superior, MN-WI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH256	NEXTEL WEST CORP.	YC	BEA110	B	Grand Forks, ND-MN	6/17/2028 817 - 818 / 862 - 863
WPOH257	NEXTEL WEST CORP.	YH	BEA110	X	Grand Forks, ND-MN	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH258	NEXTEL WEST CORP.	YC	BEA111	B	Minot, ND	6/17/2028 817 - 818 / 862 - 863
WPOH259	NEXTEL WEST CORP.	YH	BEA111	X	Minot, ND	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH260	NEXTEL WEST CORP.	YC	BEA112	B	Bismarck, ND-MT-SD	6/17/2028 817 - 818 / 862 - 863
WPOH261	NEXTEL WEST CORP.	YH	BEA112	X	Bismarck, ND-MT-SD	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOH262	NEXTEL WEST CORP.	YC	BEA113	B	Fargo-Moorhead, ND-MN	6/17/2028	817 - 818 / 862 - 863
WPOH263	NEXTEL WEST CORP.	YH	BEA113	X	Fargo-Moorhead, ND-MN	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH264	NEXTEL WEST CORP.	YC	BEA114	B	Aberdeen, SD	6/17/2028	817 - 818 / 862 - 863
WPOH265	NEXTEL WEST CORP.	YH	BEA114	X	Aberdeen, SD	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH267	NEXTEL WEST CORP.	YC	BEA115	B	Rapid City, SD-MT-ND-NE	6/17/2028	817 - 818 / 862 - 863
WPOH268	NEXTEL WEST CORP.	YH	BEA115	X	Rapid City, SD-MT-ND-NE	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH270	NEXTEL WEST CORP.	YC	BEA116	B	Sioux Falls, SD-IA-MN-NE	6/17/2028	817 - 818 / 862 - 863
WPOH271	NEXTEL WEST CORP.	YH	BEA116	X	Sioux Falls, SD-IA-MN-NE	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH273	NEXTEL WEST CORP.	YC	BEA117	B	Sioux City, IA-NE-SD	6/17/2028	817 - 818 / 862 - 863
WPOH274	NEXTEL WEST CORP.	YH	BEA117	X	Sioux City, IA-NE-SD	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI407	NEXTEL WEST CORP.	YC	BEA118	B	Omaha, NE-IA-MO	6/17/2028	817 - 818 / 862 - 863
WPOI408	NEXTEL WEST CORP.	YH	BEA118	X	Omaha, NE-IA-MO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI307	NEXTEL WEST CORP.	YC	BEA119	B	Lincoln, NE	6/17/2028	817 - 818 / 862 - 863
WPOH280	NEXTEL WEST CORP.	YH	BEA119	X	Lincoln, NE	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH282	NEXTEL WEST CORP.	YC	BEA120	B	Grand Island, NE	6/17/2028	817 - 818 / 862 - 863
WPOH283	NEXTEL WEST CORP.	YH	BEA120	X	Grand Island, NE	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH284	NEXTEL WEST CORP.	YC	BEA121	B	North Platte, NE-CO	6/17/2028	817 - 818 / 862 - 863
WPQS994	NEXTEL WEST CORP.	YC	BEA121	B	North Platte, NE-CO	6/17/2028	817 - 818 / 862 - 863
WPOH285	NEXTEL WEST CORP.	YH	BEA121	X	North Platte, NE-CO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS995	NEXTEL WEST CORP.	YH	BEA121	X	North Platte, NE-CO	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH287	NEXTEL WEST CORP.	YC	BEA122	B	Wichita, KS-OK	6/17/2028	817 - 818 / 862 - 863
WPQT233	NEXTEL WEST CORP.	YC	BEA122	B	Wichita, KS-OK	6/17/2028	817 - 818 / 862 - 863
WPOH288	NEXTEL WEST CORP.	YH	BEA122	X	Wichita, KS-OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT234	NEXTEL WEST CORP.	YH	BEA122	X	Wichita, KS-OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH290	NEXTEL WEST CORP.	YC	BEA123	B	Topeka, KS	6/17/2028	817 - 818 / 862 - 863
WPOH291	NEXTEL WEST CORP.	YH	BEA123	X	Topeka, KS	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH293	NEXTEL WEST CORP.	YC	BEA124	B	Tulsa, OK-KS	6/17/2028	817 - 818 / 862 - 863
WPOH294	NEXTEL WEST CORP.	YH	BEA124	X	Tulsa, OK-KS	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH296	NEXTEL WEST CORP.	YC	BEA125	B	Oklahoma City, OK	6/17/2028	817 - 818 / 862 - 863
WPOH297	NEXTEL WEST CORP.	YH	BEA125	X	Oklahoma City, OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH298	NEXTEL WEST CORP.	YC	BEA126	B	Western Oklahoma, OK	6/17/2028	817 - 818 / 862 - 863
WPOH299	NEXTEL WEST CORP.	YH	BEA126	X	Western Oklahoma, OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH301	NEXTEL WEST CORP.	YC	BEA127	B	Dallas-Fort Worth, TX-AR-OK	6/17/2028	817 - 818 / 862 - 863
WPOI410	NEXTEL WEST CORP.	YC	BEA127	B	Dallas-Fort Worth, TX-AR-OK	6/17/2028	817 - 818 / 862 - 863
WPOH302	NEXTEL WEST CORP.	YH	BEA127	X	Dallas-Fort Worth, TX-AR-OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI411	NEXTEL WEST CORP.	YH	BEA127	X	Dallas-Fort Worth, TX-AR-OK	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK472	NEXTEL WEST CORP.	YC	BEA128	B	Abilene, TX	6/17/2028	817 - 818 / 862 - 863
WPOK473	NEXTEL WEST CORP.	YC	BEA128	X	Abilene, TX	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH305	NEXTEL WEST CORP.	YC	BEA129	B	San Angelo, TX	6/17/2028	817 - 818 / 862 - 863
WPOH306	NEXTEL WEST CORP.	YC	BEA129	X	San Angelo, TX	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH308	NEXTEL WEST CORP.	YC	BEA130	B	Austin-San Marcos, TX	6/17/2028	817 - 818 / 862 - 863
WPOI366	NEXTEL WEST CORP.	YC	BEA130	B	Austin-San Marcos, TX	6/17/2028	817 - 818 / 862 - 863
WPQT222	NEXTEL WEST CORP.	YC	BEA130	B	Austin-San Marcos, TX	6/17/2028	817 - 818 / 862 - 863
WPOH309	NEXTEL WEST CORP.	YH	BEA130	X	Austin-San Marcos, TX	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI367	NEXTEL WEST CORP.	YH	BEA130	X	Austin-San Marcos, TX	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT238	NEXTEL WEST CORP.	YH	BEA130	X	Austin-San Marcos, TX	6/17/2028	818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOH311	NEXTEL WEST CORP.	YC	BEA131	B	Houston-Galveston-Brazoria, TX	6/17/2028 817 - 818 / 862 - 863
WPOI369	NEXTEL WEST CORP.	YC	BEA131	B	Houston-Galveston-Brazoria, TX	6/17/2028 817 - 818 / 862 - 863
WPOH312	NEXTEL WEST CORP.	YH	BEA131	X	Houston-Galveston-Brazoria, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI370	NEXTEL WEST CORP.	YH	BEA131	X	Houston-Galveston-Brazoria, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH314	NEXTEL WEST CORP.	YC	BEA132	B	Corpus Christi, TX	6/17/2028 817 - 818 / 862 - 863
WPOI310	NEXTEL WEST CORP.	YC	BEA132	B	Corpus Christi, TX	6/17/2028 817 - 818 / 862 - 863
WPOH315	NEXTEL WEST CORP.	YC	BEA132	X	Corpus Christi, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI311	NEXTEL WEST CORP.	YC	BEA132	X	Corpus Christi, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH317	NEXTEL WEST CORP.	YC	BEA133	B	McAllen-Edinburg-Mission, TX	6/17/2028 817 - 818 / 862 - 863
WPOH318	NEXTEL WEST CORP.	YC	BEA133	X	McAllen-Edinburg-Mission, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH320	NEXTEL WEST CORP.	YC	BEA134	B	San Antonio, TX	6/17/2028 817 - 818 / 862 - 863
WPOK475	NEXTEL WEST CORP.	YC	BEA134	B	San Antonio, TX	6/17/2028 817 - 818 / 862 - 863
WPOH321	NEXTEL WEST CORP.	YC	BEA134	X	San Antonio, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOK476	NEXTEL WEST CORP.	YC	BEA134	X	San Antonio, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH323	NEXTEL WEST CORP.	YC	BEA135	B	Odessa-Midland, TX	6/17/2028 817 - 818 / 862 - 863
WPOH324	NEXTEL WEST CORP.	YC	BEA135	X	Odessa-Midland, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH325	NEXTEL WEST CORP.	YC	BEA136	B	Hobbs, NM-TX	6/17/2028 817 - 818 / 862 - 863
WPQS989	NEXTEL WEST CORP.	YC	BEA136	B	Hobbs, NM-TX	6/17/2028 817 - 818 / 862 - 863
WPOH326	NEXTEL WEST CORP.	YH	BEA136	X	Hobbs, NM-TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS990	NEXTEL WEST CORP.	YH	BEA136	X	Hobbs, NM-TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH328	NEXTEL WEST CORP.	YC	BEA137	B	Lubbock, TX	6/17/2028 817 - 818 / 862 - 863
WPOH329	NEXTEL WEST CORP.	YH	BEA137	X	Lubbock, TX	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH330	NEXTEL WEST CORP.	YC	BEA138	B	Amarillo, TX-NM	6/17/2028 817 - 818 / 862 - 863
WPQT230	NEXTEL WEST CORP.	YC	BEA138	B	Amarillo, TX-NM	6/17/2028 817 - 818 / 862 - 863
WPOH331	NEXTEL WEST CORP.	YH	BEA138	X	Amarillo, TX-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT231	NEXTEL WEST CORP.	YH	BEA138	X	Amarillo, TX-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH333	NEXTEL WEST CORP.	YC	BEA139	B	Santa Fe, NM	6/17/2028 817 - 818 / 862 - 863
WPOH334	NEXTEL WEST CORP.	YH	BEA139	X	Santa Fe, NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH336	NEXTEL WEST CORP.	YC	BEA140	B	Pueblo, CO-NM	6/17/2028 817 - 818 / 862 - 863
WPOH337	NEXTEL WEST CORP.	YH	BEA140	X	Pueblo, CO-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH339	NEXTEL WEST CORP.	YC	BEA141	B	Denver-Boulder-Greeley, CO-KS-	6/17/2028 817 - 818 / 862 - 863
WPQS992	NEXTEL WEST CORP.	YC	BEA141	B	Denver-Boulder-Greeley, CO-KS-	6/17/2028 817 - 818 / 862 - 863
WPOH340	NEXTEL WEST CORP.	YH	BEA141	X	Denver-Boulder-Greeley, CO-KS-	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQS993	NEXTEL WEST CORP.	YH	BEA141	X	Denver-Boulder-Greeley, CO-KS-	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH341	NEXTEL WEST CORP.	YC	BEA142	B	Scottsbluff, NE-WY	6/17/2028 817 - 818 / 862 - 863
WPOH342	NEXTEL WEST CORP.	YH	BEA142	X	Scottsbluff, NE-WY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH343	NEXTEL WEST CORP.	YC	BEA143	B	Casper, WY-ID-UT	6/17/2028 817 - 818 / 862 - 863
WPOH344	NEXTEL WEST CORP.	YH	BEA143	X	Casper, WY-ID-UT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH345	NEXTEL WEST CORP.	YC	BEA144	B	Billings, MT-WY	6/17/2028 817 - 818 / 862 - 863
WPOH346	NEXTEL WEST CORP.	YH	BEA144	X	Billings, MT-WY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH347	NEXTEL WEST CORP.	YC	BEA145	B	Great Falls, MT	6/17/2028 817 - 818 / 862 - 863
WPOH348	NEXTEL WEST CORP.	YH	BEA145	X	Great Falls, MT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH349	NEXTEL WEST CORP.	YC	BEA146	B	Missoula, MT	6/17/2028 817 - 818 / 862 - 863
WPOH350	NEXTEL WEST CORP.	YH	BEA146	X	Missoula, MT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH352	NEXTEL WEST CORP.	YC	BEA147	B	Spokane, WA-ID	6/17/2028 817 - 818 / 862 - 863
WPOH353	NEXTEL WEST CORP.	YH	BEA147	X	Spokane, WA-ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869

WPOI371	NEXTEL WEST CORP.	YC	BEA148	B	Idaho Falls, ID-WY	6/17/2028 817 - 818 / 862 - 863
WPOI372	NEXTEL WEST CORP.	YH	BEA148	X	Idaho Falls, ID-WY	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH356	NEXTEL WEST CORP.	YC	BEA149	B	Twin Falls, ID	6/17/2028 817 - 818 / 862 - 863
WPOI312	NEXTEL WEST CORP.	YC	BEA149	B	Twin Falls, ID	6/17/2028 817 - 818 / 862 - 863
WPOH357	NEXTEL WEST CORP.	YH	BEA149	X	Twin Falls, ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI313	NEXTEL WEST CORP.	YH	BEA149	X	Twin Falls, ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH426	NEXTEL WEST CORP.	YC	BEA150	B	Boise City, ID-OR	6/17/2028 817 - 818 / 862 - 863
WPOH358	NEXTEL WEST CORP.	YH	BEA150	X	Boise City, ID-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOI314	NEXTEL WEST CORP.	YH	BEA150	X	Boise City, ID-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPQT207	NEXTEL WEST CORP.	YH	BEA150	X	Boise City, ID-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH359	NEXTEL WEST CORP.	YC	BEA151	B	Reno, NV-CA	6/17/2028 817 - 818 / 862 - 863
WPOH360	NEXTEL WEST CORP.	YH	BEA151	X	Reno, NV-CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH362	NEXTEL WEST CORP.	YC	BEA152	B	Salt Lake City-Ogden, UT-ID	6/17/2028 817 - 818 / 862 - 863
WPOH363	NEXTEL WEST CORP.	YH	BEA152	X	Salt Lake City-Ogden, UT-ID	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH365	NEXTEL WEST CORP.	YC	BEA153	B	Las Vegas, NV-AZ-UT	6/17/2028 817 - 818 / 862 - 863
WQPK846	NEXTEL WEST CORP.	YC	BEA153	B	Las Vegas, NV-AZ-UT	6/17/2028 817 - 818 / 862 - 863
WPOH366	NEXTEL WEST CORP.	YH	BEA153	X	Las Vegas, NV-AZ-UT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH367	NEXTEL WEST CORP.	YC	BEA154	B	Flagstaff, AZ-UT	6/17/2028 817 - 818 / 862 - 863
WPOH368	NEXTEL WEST CORP.	YH	BEA154	X	Flagstaff, AZ-UT	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH369	NEXTEL WEST CORP.	YC	BEA155	B	Farmington, NM-CO	6/17/2028 817 - 818 / 862 - 863
WPOH370	NEXTEL WEST CORP.	YH	BEA155	X	Farmington, NM-CO	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH372	NEXTEL WEST CORP.	YC	BEA156	B	Albuquerque, NM-AZ	6/17/2028 817 - 818 / 862 - 863
WPOH373	NEXTEL WEST CORP.	YH	BEA156	X	Albuquerque, NM-AZ	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH375	NEXTEL WEST CORP.	YC	BEA157	B	El Paso, TX-NM	6/17/2028 817 - 818 / 862 - 863
WPOH376	NEXTEL WEST CORP.	YC	BEA157	X	El Paso, TX-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH378	NEXTEL WEST CORP.	YC	BEA158	B	Phoenix-Mesa, AZ-NM	6/17/2028 817 - 818 / 862 - 863
WPOH379	NEXTEL WEST CORP.	YC	BEA158	X	Phoenix-Mesa, AZ-NM	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH381	NEXTEL WEST CORP.	YC	BEA159	B	Tucson, AZ	6/17/2028 817 - 818 / 862 - 863
WPOH382	NEXTEL WEST CORP.	YC	BEA159	X	Tucson, AZ	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH384	NEXTEL WEST CORP.	YC	BEA160	B	Los Angeles-Riverside-Orange C	6/17/2028 817 - 818 / 862 - 863
WPOH385	NEXTEL WEST CORP.	YC	BEA160	X	Los Angeles-Riverside-Orange C	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH387	NEXTEL WEST CORP.	YC	BEA161	B	San Diego, CA	6/17/2028 817 - 818 / 862 - 863
WPOH388	NEXTEL WEST CORP.	YC	BEA161	X	San Diego, CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH390	NEXTEL WEST CORP.	YC	BEA162	B	Fresno, CA	6/17/2028 817 - 818 / 862 - 863
WPOH391	NEXTEL WEST CORP.	YH	BEA162	X	Fresno, CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH393	NEXTEL WEST CORP.	YC	BEA163	B	San Francisco-Oakland-San Jose	6/17/2028 817 - 818 / 862 - 863
WPOH394	NEXTEL WEST CORP.	YH	BEA163	X	San Francisco-Oakland-San Jose	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH396	NEXTEL WEST CORP.	YC	BEA164	B	Sacramento-Yolo, CA	6/17/2028 817 - 818 / 862 - 863
WPOH397	NEXTEL WEST CORP.	YH	BEA164	X	Sacramento-Yolo, CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH398	NEXTEL WEST CORP.	YC	BEA165	B	Redding, CA-OR	6/17/2028 817 - 818 / 862 - 863
WPOH399	NEXTEL WEST CORP.	YH	BEA165	X	Redding, CA-OR	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH400	NEXTEL WEST CORP.	YC	BEA166	B	Eugene-Springfield, OR-CA	6/17/2028 817 - 818 / 862 - 863
WPOH401	NEXTEL WEST CORP.	YH	BEA166	X	Eugene-Springfield, OR-CA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH403	NEXTEL WEST CORP.	YC	BEA167	B	Portland-Salem, OR-WA	6/17/2028 817 - 818 / 862 - 863
WPOH404	NEXTEL WEST CORP.	YH	BEA167	X	Portland-Salem, OR-WA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH433	NEXTEL WEST CORP.	YC	BEA168	B	Pendleton, OR-WA	6/17/2028 817 - 818 / 862 - 863

WPOH405	NEXTEL WEST CORP.	YH	BEA168	X	Pendleton, OR-WA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH406	NEXTEL WEST CORP.	YC	BEA169	B	Richland-Kennewick-Pasco, WA	6/17/2028 817 - 818 / 862 - 863
WPOH407	NEXTEL WEST CORP.	YH	BEA169	X	Richland-Kennewick-Pasco, WA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH409	NEXTEL WEST CORP.	YC	BEA170	B	Seattle-Tacoma-Bremerton, WA	6/17/2028 817 - 818 / 862 - 863
WPOH410	NEXTEL WEST CORP.	YH	BEA170	X	Seattle-Tacoma-Bremerton, WA	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPOH412	NEXTEL WEST CORP.	YC	BEA171	B	Anchorage, AK	6/17/2028 817 - 818 / 862 - 863 .
WPOH413	NEXTEL WEST CORP.	YH	BEA171	X	Anchorage, AK	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPLM204	NEXTEL WEST CORP.	YC	BEA172	B	Honolulu, HI	3/10/2028 817 - 818 / 862 - 863
WPOH414	NEXTEL WEST CORP.	YH	BEA172	X	Honolulu, HI	6/17/2028 818 - 821 / 863 - 866 / 821 - 824 / 866 - 869
WPRQ760	Nextel of Puerto Rico, Inc.	YC	BEA174	X	Puerto Rico & Virgin Isl.	12/20/2020 - / - / 821.575 - 824 / 866.575 - 869

800 MHz Site-based License Holdings next to Canadian Border area designed to use contours to preserve capability inside Canadian Border area and preclude expansion from existing licensees inside and outside the Canadian Border area

Call Sign	Licensee	Radio Service Code	Transmitter City	Transmitter County	Transmitter State	Number of Discreet Frequencies Above 862.0 MHz	Expiration Date
WQXZ925	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	SOUTH PORTLAND	CUMBERLAND	ME	160	7/26/2026
WQXZ929	NEXTEL WEST CORP.	YM	DRESDEN	MUSKINGUM	OH	160	7/26/2026
WQXZ930	NEXTEL WEST CORP.	YM	UPPER ARLINGTON	FRANKLIN	OH	160	7/26/2026
WQYF361	NEXTEL WEST CORP.	YM	ORISKANY	ONEIDA	NY	160	9/8/2026
WQYG555	NEXTEL WEST CORP.	YM	KALAMA	COWLITZ	WA	160	9/21/2026
WQYG556	NEXTEL WEST CORP.	YM	OUTLOOK	YAKIMA	WA	160	9/21/2026
WQYG557	NEXTEL WEST CORP.	YM	EPHRATA	GRANT	WA	160	9/21/2026
WQYT997	NEXTEL WEST CORP.	YM	LEONIDAS	ST. JOSEPH	MI	160	1/19/2027
WQYU236	NEXTEL WEST CORP.	YM	FOWLER	CLINTON	MI	160	1/20/2027
WQYV719	NEXTEL WEST CORP.	YM	COTTON	ST. LOUIS	MN	160	2/6/2027
WQYV720	NEXTEL WEST CORP.	YM	HIBBING	ST. LOUIS	MN	160	2/6/2027
WQYV722	NEXTEL WEST CORP.	YM	BEMIDJI	BELTRAMI	MN	160	2/6/2027
WQZS657	NEXTEL WEST CORP.	YM	CAMPBELL	STEUBEN	NY	160	7/24/2027
WQZS659	NEXTEL WEST CORP.	YM	SPENCERVILLE	ALLEN	IN	160	7/24/2027
WQZS660	NEXTEL WEST CORP.	YM	JACKSON CENTER	SHELBY	OH	160	7/24/2027
WQZS661	NEXTEL WEST CORP.	YM	EAST PALESTINE	COLUMBIANA	OH	160	7/24/2027
WQZS662	NEXTEL WEST CORP.	YM	UHRICHSVILLE	TUSCARAWAS	OH	160	7/24/2027
WRAA475	NEXTEL WEST CORP.	YM	CONVOY	VAN WERT	OH	160	9/22/2027
WRAN278	NEXTEL WEST CORP.	YM	TRAVERSE CITY	GRAND TRAVERSE	MI	160	1/11/2028
WRBR754	NEXTEL WEST CORP.	YM	HOOD RIVER	HOOD RIVER	OR	160	5/31/2028
WRBV827	NEXTEL WEST CORP.	YM	HIGGINGS LAKE	ROSCOMMON	MI	160	7/3/2028
WRBV828	NEXTEL WEST CORP.	YM	GREAT FALLS	CASCADE	MT	160	7/3/2028
WRBV829	NEXTEL WEST CORP.	YM	DEER PARK	SPOKANE	WA	160	7/3/2028
WRBV830	NEXTEL WEST CORP.	YM	MT. PLEASANT	ISABELLA	MI	160	7/3/2028
WRBV831	NEXTEL WEST CORP.	YM	COLEMAN	MIDLAND	MI	160	7/3/2028
WRBV855	NEXTEL WEST CORP.	YM	CORTLAND	CORTLAND	NY	160	7/3/2028
WRBV857	NEXTEL WEST CORP.	YM	HOOD RIVER	HOOD RIVER	OR	160	7/3/2028
WRBV861	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	SOUTH ROYALTON	WINDSOR	VT	160	7/3/2028
WRBV862	NEXTEL WEST CORP.	YM	GLOVERSVILLE	FULTON	NY	160	7/3/2028
WRBV864	NEXTEL WEST CORP.	YM	RIDGEWAY	ELK	PA	160	7/3/2028
WRBV870	NEXTEL WEST CORP.	YM	RIDGEWAY	ELK	PA	160	7/3/2028
WRBV873	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	BIDDEFORD	YORK	ME	160	7/3/2028

WRBV875	NEXTEL WEST CORP.	YM	NEW HAVEN	ADDISON	VT	160	7/3/2028
WRBV876	NEXTEL WEST CORP.	YM	SCHROON LAKE	ESSEX	NY	160	7/3/2028
WRBX774	NEXTEL WEST CORP.	YM	ATHOL	BONNER	ID	160	7/19/2028
WRBX833	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	ELLSWORTH	HANCOCK	ME	155	7/19/2028
WRCA788	NEXTEL WEST CORP.	YM	HARRISON TOWNSHIP	LICKING	OH	160	8/13/2028
WRCA793	NEXTEL WEST CORP.	YM	MALVERN	CARROLL	OH	160	8/13/2028
WRCA794	NEXTEL COMMUNICATIONS OF THE MID ATLANTIC, INC.	YM	CLINTONVILLE	VENANGO	PA	160	8/13/2028
WRCL354	NEXTEL WEST CORP.	YM	LAKE ODESSA	BARRY	MI	160	10/30/2028

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*,

Plaintiffs,

v.

DEUTSCHE TELEKOM AG, *et al.*,

Defendants.

Case No. 1:19-cv-02232-TJK

UNOPPOSED MOTION OF THE UNITED STATES FOR PARTIAL TERMINATION OF AMENDED FINAL JUDGMENT

Pursuant to Federal Rule of Civil Procedure 60(b) and Section XVII of the Amended Final Judgment ("AFJ") in this matter, Plaintiff the United States respectfully moves for termination of certain provisions in the AFJ to relieve Defendant EchoStar Corporation ("EchoStar") of the obligation to build and operate a mobile wireless radio network. EchoStar will continue as a mobile wireless services provider, and all the other provisions of the AFJ will remain in place until it expires on April 1, 2027. No party to this case opposes this motion.

The Final Judgment, proposed on July 26, 2019 and entered by the Court on April 1, 2020, sought to address the harm the Antitrust Division alleged would result from the merger of T-

Mobile US, Inc. ("T-Mobile") and Sprint Corporation ("Sprint").[1] Among other provisions, the AFJ required EchoStar Corporation[2] to enter as a new provider of mobile wireless services and to build and operate a new nationwide mobile wireless radio network using spectrum that it had spent many years and billions of dollars acquiring but had not previously put into use. Since then, EchoStar acquired the Boost wireless business from Sprint, launched its service on T-Mobile's network, and built, by June 2023, a new 5G mobile wireless radio network covering 70% of the United States population.

EchoStar has not, however, been able to satisfy the FCC that it met separate buildout requirements agreed to with the FCC at the same time as the initial Final Judgment was proposed. Under these FCC commitments, which were due to be met by June 2025, EchoStar agreed that its network would cover a certain percentage of the population within each individual license area, not just nationally. By September 2024, EchoStar recognized that, while it expected to meet the June 2025 deadlines for many spectrum license areas, it might not meet them for a substantial number of license areas. In September 2024 the FCC granted extensions to these deadlines, contingent on EchoStar meeting interim commitments in December 2024 and June 2025.

Although EchoStar has asserted that it met its December 2024 interim commitments and would meet those due in June 2025, in May 2025 the FCC expressed concern that EchoStar had not done so, and that, by extension, it would not meet the original June 2025 deadlines. Under the FCC's licensing rules, failure to meet buildout deadlines for any spectrum license results in

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[1] The current Amended Final Judgment was entered on October 23, 2023 (Dkt. 139) after the Court granted the parties' consent motion to modify the original consent decree. (Dkt. 138)

[2] On December 31, 2023, EchoStar Corporation acquired DISH Network Corporation, the entity named in the Amended Final Judgment. *See* EchoStar Corp. 2023 Annual Report/10-K (Feb. 29, 2024), available at https://ir.echostar.com/static-files/c0c6367b-a6dc-455c-87c4-5d30a5127048.

automatic forfeiture of the license, and EchoStar's failure to meet its June 2025 deadlines could have resulted in automatic forfeiture of several hundred spectrum licenses across the country in multiple spectrum bands. Automatic forfeiture of this spectrum would have forced EchoStar to shut down the radio network it built pursuant to the AFJ, and the prospect of this forfeiture led EchoStar to express doubt in its SEC filings about its ability to continue as a going concern, raising the prospect of bankruptcy, liquidation, and its exit as a mobile wireless services provider.

To avoid the consequences that would have flowed from forfeiture, in September 2025 EchoStar agreed to sell the bulk of the spectrum supporting its radio network in separate transactions with AT&T Inc. ("AT&T") and Space Exploration Technologies, Inc. ("SpaceX"). After EchoStar announced these transactions, the FCC announced that it would be taking steps to conclude its compliance investigations, and it approved EchoStar's spectrum sales to AT&T and SpaceX on May 12, 2026. Because these transactions will effectively foreclose EchoStar's ability to operate a nationwide mobile wireless radio network, the United States now moves to terminate the portion of the AFJ that requires EchoStar to build and operate its radio network.

Entry of the proposed Second Amended Final Judgment is in the public interest because it aligns the requirements of this Court's order with the consequences of EchoStar's failure to have satisfied the FCC that it met its buildout obligations. The United States has determined that there is no available outcome that would allow EchoStar to continue as a mobile radio network operator, and that the proposed transactions represent the best outcome for competition under the circumstances. Rather than entering bankruptcy and exiting altogether, EchoStar can now remain in business as a mobile wireless services provider for years after the AFJ expires on April 1, 2027. In conjunction with the agreement to acquire EchoStar's spectrum, AT&T agreed to host

EchoStar's mobile wireless customers on AT&T's network at least until 2031, with extensions at EchoStar's option through 2035. EchoStar will also be able to offer its subscribers SpaceX's planned "direct-to-cell" ("D2C") mobile satellite service when that service is expected to come online in 2028, relying on the spectrum it is acquiring from EchoStar.

Termination of the requirement that EchoStar operate its radio network can be accomplished with targeted revisions to Section VIII of the AFJ. The proposed changes are set forth in the accompanying proposed Order and are shown in the blacklined copy of the AFJ attached as an exhibit. All other requirements and provisions of the AFJ would remain in place for the full term of the decree.

While the Tunney Act calls for a public notice and comment period before the Court can enter a consent decree settling an antitrust case, it does not explicitly apply to terminations or modifications of such decrees. *See* 15 U.S.C. § 16(b)-(h). However, under these circumstances the United States proposes a period of 30 days for the public to provide comments via the Department of Justice website. As described in the accompanying materials, the United States will post this entire filing on the Antitrust Division's website along with a notice announcing this filing and inviting any interested persons to submit comments to Antitrust Division within 30 days of publication. After the 30-day period expires, United States will file with the Court its response to any comments received, along with a compilation of all such comments and its motion for entry of the proposed order, unless the United States withdraws its motion. The United States reserves the right to withdraw its consent to the motion at any time prior to entry of the Second Amended Final Judgment.

For these reasons, and as discussed in the accompanying memorandum, the United States respectfully moves for partial termination of the Amended Final Judgment after public comments are received and filed with the Court. No party to this case opposes this motion.

Dated: May 19, 2026

Respectfully submitted,

FOR PLAINTIFF
UNITED STATES OF AMERICA

/s/

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA, *et al.*, *Plaintiffs*, v. DEUTSCHE TELEKOM AG, *et al.*, *Defendants.*	Case No. 1:19-cv-02232-TJK

MEMORANDUM IN SUPPORT OF
UNOPPOSED MOTION OF THE UNITED STATES FOR
PARTIAL TERMINATION OF AMENDED FINAL JUDGMENT

I. Introduction

The United States respectfully files this Memorandum in Support of its Unopposed Motion for Partial Termination of Amended Final Judgment. The Amended Final Judgment ("AFJ") entered in this case sought to address the harm the Antitrust Division alleged would result from the merger of T-Mobile and Sprint. Among other requirements, the AFJ required EchoStar Corporation[1] to enter as a new provider of mobile wireless services and to build and operate a new, nationwide mobile wireless radio network using spectrum that it had spent billions of dollars

[1] On December 31, 2023, EchoStar Corporation acquired DISH Network Corporation, the entity named in the Amended Final Judgment. *See* EchoStar Corp. 2023 Annual Report/10-K (Feb. 29, 2024), *available at* https://ir.echostar.com/static-files/c0c6367b-a6dc-455c-87c4-5d30a5127048l.

acquiring but had not yet put into use.

Although EchoStar built a new 5G wireless radio network covering 70% of the United States population, as required in the AFJ, last May the FCC opened investigations into whether EchoStar had met or would be able to meet separate network buildout commitments it made to the FCC at the same time the AFJ was filed. Under the FCC's licensing rules, failure to meet buildout deadlines for any spectrum license would result in automatic forfeiture of the license, and the prospect of broad spectrum forfeitures risked plunging EchoStar into bankruptcy, liquidation, and exit as a mobile wireless services provider. To avoid these consequences, EchoStar agreed in September 2025 to sell the bulk of its spectrum holdings – including spectrum it used to build its radio network – in separate transactions with AT&T and SpaceX. The FCC approved EchoStar's spectrum sales to AT&T and SpaceX on May 12, 2026.

The United States now respectfully moves for termination of the portion of the AFJ that requires EchoStar to build and operate a mobile wireless network, while leaving in place the remainder of the AFJ for the remaining months until it expires on April 1, 2027.[2] As explained below, the United States has determined that under the circumstances these transactions represent the best available outcome for competition. Rather than entering bankruptcy and exiting altogether as a mobile wireless provider, EchoStar can now remain in business as a mobile wireless services provider for years after the AFJ ends and can offer its subscribers SpaceX's planned "direct-to-cell" ("D2C") mobile satellite service when that service is expected to come online in 2028.

No party opposes this modification to the AFJ, and these changes are within the reaches of

[2] For the avoidance of doubt, the United States does not suggest here that T-Mobile is responsible for the circumstances necessitating this partial termination of the Amended Final Judgment, or that T-Mobile has violated the Amended Final Judgment.

the public interest. Accordingly, the Court should grant this motion and enter the proposed order once the period for public comment has expired and the United States files those comments with the Court along with its response.

II. Background

A. EchoStar's Buildout Obligations in the AFJ and to the FCC

The Court entered the Final Judgment in this matter on April 1, 2020,[3] and it entered the Amended Final Judgment on October 23, 2023.[4] The Final Judgment was intended to remedy the harm the United States alleged would result from the merger of T-Mobile and Sprint,[5] with relief that included requiring EchoStar to enter as a new mobile wireless services provider and to build and operate a new nationwide mobile wireless radio network using spectrum that it had acquired previously but had not put into use.[6]

To enable it to build this network, however, EchoStar needed to obtain extensions from the FCC on its deadlines for completing the buildout of three of the four spectrum bands it planned to use in its network. As the FCC explained in its Order approving the spectrum license transfers from Sprint to T-Mobile, EchoStar's deadlines at that time were to deploy its AWS-4 and Lower

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[3] Dkt. 84.

[4] Dkt. 139. In August 2023, EchoStar (then known as DISH) moved for a modification to the Final Judgment to obtain more time to purchase certain 800 MHz spectrum from T-Mobile pursuant to Final Judgment Sec. IV.B, which required EchoStar to exercise its option within three years from July 1, 2020. After the motion was briefed, the parties reached a settlement reflected in a proposed Amended Final Judgment, which gave EchoStar until April 1, 2024, to exercise its option, contingent on timely payment by EchoStar of a nonrefundable $100 million extension fee and EchoStar's agreement to seek no further extensions. *See* Consent Motion to Modify Final Judgment (Dkt. 137). The Court granted the consent motion to modify and entered the Amended Final Judgment on October 23, 2023. (Dkt. 138, 139) EchoStar paid the extension fee as required but did not acquire the spectrum.

[5] *See* Complaint, July 26, 2019 (Dkt. 1); Competitive Impact Statement, July 30, 2019 (Dkt. 20).

[6] *See* Competitive Impact Statement, July 30, 2019 (Dkt. 20).

700 MHz E Block licenses to cover and offer service to 70% of the population of each license's service area by March 7, 2020, and to deploy its AWS H Block licenses to cover and offer service to 75% of the population by April 29, 2022.[7] In return for these extensions, EchoStar agreed to build a new 5G network by June 14, 2023, provide download speeds of at least 35 Mbps to at least 70% of the United States population (as verified by a drive test), deploy at least 15,000 5G sites, and deploy at least 30 MHz of downlink 5G spectrum averaged over all EchoStar 5G sites deployed nationwide.[8] EchoStar also agreed to deploy its 600 MHz band spectrum on its new network by June 14, 2023, four years earlier than the existing June 14, 2027, interim construction milestone for these licenses.[9] The AFJ incorporated EchoStar's June 14, 2023 AWS-4, 700 MHz, H Block, and Nationwide 5G Broadband network build commitments.[10] EchoStar satisfied each of these commitments.[11]

In addition to these nationwide commitments, however, EchoStar was required by the FCC to cover a percentage of the population within each spectrum license area.[12] EchoStar was to offer

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[7] *See* Memorandum Opinion and Order (WT Docket No. 18-197), Nov. 5, 2019, at 162 ("FCC T-Mobile/Sprint Order"), *available at* https://docs.fcc.gov/public/attachments/FCC-19-103A1.pdf.

[8] *See id.*

[9] *See* FCC T-Mobile/Sprint Order at 163. *See also* Letter from J. Blum (EchoStar) to D. Stockdale (FCC) (Jul. 26, 2019) ("EchoStar Commitment Letter"), *available at* https://www.fcc.gov/sites/default/files/EchoStar-letter-07262019.pdf.

[10] AFJ at VIII.A.

[11] *See* Letter from J. Blum (EchoStar) to M. Dortch (FCC) (Mar. 13, 2024) (EchoStar certifying that "as of June 14, 2023, it has deployed a nationwide 5G network with at least 70 percent of the U.S. population having access to download speeds equal to or greater than 35 Mbps, as verified by a drive test using the methodology approved by the Wireless Telecommunications Bureau"), *available at* https://www.fcc.gov/ecfs/document/10313057349090/1.

[12] These FCC commitments represented extensions on license-area-specific conditions to which EchoStar agreed when it acquired the spectrum years earlier. *See generally* "FCC Areas" webpage (noting that the FCC assigns "area-based radio licenses"), *available at* https://www.fcc.gov/oet/maps/areas. The FCC may use different boundary areas for different spectrum bands, for example, dividing the country into 175 spectrum license Economic Areas for

5G Broadband Service to at least 75% of the population in each 600 MHz license area by June 14, 2025.[13] Moreover, if EchoStar satisfied certain nationwide milestones by June 2023, it would have until June 14, 2025, to meet the required 70% or 75% coverage in each AWS-4, Lower 700 MHz E Block, and AWS H Block license area.[14]

B. EchoStar's Compliance with its FCC Buildout Obligations

By September 2024, however, EchoStar recognized that, while it expected to meet the June 2025 deadlines for many spectrum license areas in some bands, it might not meet the June 2025 deadlines for a substantial portion of its spectrum license areas. EchoStar therefore sought extensions from the FCC,[15] proposing to increase its population coverage to either 80% or 85% for approximately 477 license areas[16] in return for extensions for its deadlines for approximately 1,016 license areas.[17] EchoStar proposed that it would receive 18-month extensions from June 14, 2025

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certain bands, and into 416 spectrum license Partial Economic Areas for other bands. *See id.*; *see also* https://transition.fcc.gov/bureaus/oet/info/maps/areas/maps/bea.pdf (map of Economic Area boundaries); https://docs.fcc.gov/public/attachments/DA-14-759A4.pdf (map of Partial Economic Area boundaries).

[13] EchoStar Commitment Letter at Attachment A p.2 (Commitment 2). These final construction milestones were not incorporated into the AFJ since they represent core FCC requirements for spectrum licensees that EchoStar had long before committed to meet, under penalty of possible forfeiture of the spectrum.

[14] EchoStar Commitment Letter at Attachment A p.3-4 (Contingent Extensions, V(A), V(B), and V(C)). The applicable Final Construction Milestones are stated in the CFR. *See, e.g.,* 47 CFR § 27.14(q)(2) (requiring coverage of 70% percent of the population in each AWS-4 license area).

[15] *See generally* Letter from J. Blum (EchoStar) to M. Dortch (FCC) (Sep. 18, 2024) ("EchoStar Extension Letter"), *available at* https://www.fcc.gov/ecfs/document/1091867842711/1.

[16] *See* EchoStar Extension Letter at Appendix A and D (Accelerated and Expanded Licenses to 85% or 80% Coverage for identified 700, AWS-4 and AWS H Blocks), Appendix B and E (Accelerated and Expanded Licenses to 85% or 80% Coverage for identified 600 MHz blocks), and Appendix C and F (Accelerated and Expanded Licenses to 85% or 80% Coverage for identified AWS-3 blocks).

[17] *See* EchoStar Extension Letter at Appendix G-1 (Extension Period Licenses for identified 700, AWS-4 and AWS H Blocks), Appendix G-2 (Extension Period Licenses for identified 600 MHz blocks), and Appendix G-3 (Extension Period Licenses for identified AWS-3 blocks).

to December 14, 2026 if it met the expanded 80% or 85% nationwide coverage by December 31, 2024,[18] and that it would receive further 18-month extensions to June 14, 2028 if EchoStar satisfied additional interim requirements by December 31, 2024 or June 14, 2025.[19] In September 2024 the FCC's Wireless Bureau granted extensions to these deadlines, contingent on EchoStar meeting its interim commitments in December 2024 and June 2025.

EchoStar notified the FCC that it met its interim deadlines in December 2024[20] and claimed that it was thus entitled to the initial 18-month extension to December 2026. But the FCC never determined that EchoStar had met its December 2024 interim deadlines, and industry participants raised substantial questions to the FCC about whether EchoStar had met those deadlines[21] and whether EchoStar's September 2024 extensions had been properly granted.[22] On May 9, 2025, FCC Chairman Brendan Carr notified EchoStar he had "directed agency staff to begin a review of

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[18] *See* EchoStar Extension Letter at Attachment A p.4.
[19] *See* EchoStar Extension Letter at Attachment A p.4 (these interim commitments included expanding EchoStar's nationwide coverage and increasing the number of its 5G Sites).
[20] *See* "EchoStar Corporation 5G Buildout Status Report" at 1, attached to Letter from J. Blum (EchoStar) to J. Taubenblatt (FCC) (Jan. 10, 2025), *available at* https://www.fcc.gov/ecfs/document/1011082930532/1.
[21] *See* Letter from D. Goldman (SpaceX) to M. Dortch (FCC) at 2 (May 6, 2025) (questioning whether EchoStar had satisfied its band-specific buildout commitments), *available at* https://www.fcc.gov/ecfs/document/1041417129693/1.
[22] *See* Petition for Reconsideration of VTel Wireless, Inc. at 7-8 (WT Docket No. 22-212, filed Oct. 21, 2024) (noting that the Wireless Bureau granted EchoStar's extension two days after it was filed without giving VTel or other interested parties any opportunity to comment, and arguing that the Wireless Bureau did not have the authority to grant the extensions and that EchoStar failed to establish the extensions were warranted), *available at* https://www.fcc.gov/ecfs/document/1021167931859/1; *see also id.* at 7 (noting the Wireless Bureau did not issue a written decision, instead adding a notation in the FCC's licensing database that the extension is "granted contingent on the applicant meeting in full" the commitments made in its application") (internal citation omitted). *See generally* Monitoring EchoStar's Compliance with Conditions Granting an Extension of Time to Complete Construction of Facilities and Buildout Commitments, FCC WT Docket No. 22-212, https://www.fcc.gov/ecfs/search/search-filings/results?q=(proceedings.name:(%2222-212%22))&page=1&limit=50.

EchoStar's compliance with its federal obligations to provide 5G service throughout the United States per the terms of its federal spectrum licenses," and that while EchoStar had claimed to satisfy its new December 2024 buildout obligation, "questions remain regarding these submissions."[23] Moreover, "to help inform the FCC's thinking about EchoStar's use of spectrum," Chairman Carr "also asked agency staff to issue a public notice seeking comment on the scope and scale of MSS utilization in the 2 GHz band that is currently licensed to EchoStar or its affiliates."[24]

As EchoStar knew, under the FCC's rules, its failure to meet its construction deadlines would result in it immediately forfeiting the spectrum blocks for which it was not in compliance.[25] Automatic forfeiture is a well-known consequence of failing to meet the FCC's construction

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[23] Letter from B. Carr (FCC) to C. Ergen (EchoStar) May 9, 2025 (attached as Ex. 99.1 to EchoStar's May 13, 2025, 8-K SEC filing) (going on to note that the "terms of the deal were clear. The FCC structured the buildout obligations to prevent spectrum warehousing and to ensure that Americans would gain broader access to high-speed wireless services, including in underserved and rural areas. To ensure that EchoStar's commitments were credible, the FCC provided that EchoStar's failure to meet its new buildout requirements could result in the loss of its spectrum licenses and significant financial payments."), *available at* https://ir.echostar.com/static-files/31f3efd9-c8a8-46c9-926e-634502de1e04.

[24] *See id.* The FCC has approved EchoStar's AWS-4 spectrum for use in terrestrial wireless networks, as well as for D2C Mobile Satellite Services (MSS) provided by satellite directly to a subscriber's handset. EchoStar's AWS-4 spectrum represents a portion of the "2 GHz band" referred to above.

[25] *See, e.g.*, EchoStar Commitment Letter at 2 ("EchoStar is willing to accept the terms of Attachment A, including the significant voluntary contributions (up to $2.2 billion) and potential license forfeitures for failure to meet certain commitments."); FCC T-Mobile/Sprint Order at 6 ("In connection with certain effectuating extensions and modifications of its licenses, EchoStar has committed to provide 5G mobile broadband services and deploy a fast, nationwide network, and is subject to significant financial consequences, in addition to potential forfeiture, should it fail to satisfy its buildout obligations."); FCC Wireless Bureau, "Order of Modification and Extension of Time to Construct" at 7, 8 (DA 20-1072, Sept. 11, 2020) (bureau order memorializing final approval of EchoStar's commitments and license modifications, summarizing "the revised license terms and buildout deadlines that involve automatic license termination under section 27.14" as to EchoStar's AWS-4, Lower 700 E Block, and AWS H Block licenses, and noting that EchoStar's 600 MHz licenses are "subject to earlier, automatic termination").

deadlines.[26] The FCC opened its reviews of EchoStar's compliance on May 12, 2025, inviting public comment on "whether it should reconsider its decision to grant an extension of the construction deadlines for certain licenses held by EchoStar, or whether there are other measures or actions that it should consider taking with respect to EchoStar's licenses."[27]

In its own comments in these proceedings filed on May 28, 2025, EchoStar explained that "interrupting EchoStar's ongoing deployment would threaten its viability as a wireless provider and endanger the video and satellite services upon which millions of consumers rely" and that "the FCC's public notices introduce the possibility of reversing prior grants of authority to EchoStar and have materially adversely affected EchoStar by creating uncertainty over its spectrum rights and effectively freezing its ability to make decisions regarding its 5G network buildout."[28] As

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[26] *See generally* 47 CFR § 27.14 on "Construction requirements" (repeatedly noting forfeiture as a consequence of failing to meet construction deadlines); *see also* 47 CFR § 27.14(q)(6) (noting that "failure by any AWS-4 licensee to meet" the applicable AWS-4 Final Buildout Requirement "will result in forfeiture of the license and the licensee will be ineligible to regain it"). *See also* "Wireless Telecommunications Bureau Reminds Wireless Licensees of Construction Obligations" at 1 (DA 17-573, June 12, 2017), *available at* https://docs.fcc.gov/public/attachments/DA-17-573A1.pdf (FCC issuing general reminder of the need to meet construction obligations, noting that these obligations "serve the important purpose of ensuring that scarce spectrum resources are put to use and deployed in a manner that serves all communities" and promote the Commission's goal of making spectrum "available, so far as possible, to all the people of the United States" regardless of where they live," and that the "Commission has taken and will continue to take steps to facilitate the rapid deployment of wireless broadband and other services.").

[27] *See* "Wireless Telecommunications Bureau Seeks Supplemental Comment on VTel's Petition for Reconsideration of the Extension of Construction Deadlines for Certain Licenses Held by EchoStar Corporation" at 2 (DA 25-404, May 12, 2025) (calling into question buildout for licenses in, *inter alia,* the AWS-4, Lower 700 MHz E Block, 600 MHz, and AWS H Block bands), *available at* https://docs.fcc.gov/public/attachments/DA-25-404A1.pdf; "Space Bureau Opens New Docket to Explore EchoStar Corporation's Use of 2 GHz MSS Spectrum" at 1-2 (DA 25-405, May 12, 2025) (noting that EchoStar is the "current and sole licensee" for use of AWS-4 in both satellite and terrestrial service, and that "questions have been raised about whether the 2 GHz band is being used for MSS, notwithstanding the premise of the Commission's past decisions"), *available at* https://docs.fcc.gov/public/attachments/DA-25-405A1.pdf.

[28] *See* EchoStar 8-K SEC filing (May 28, 2025), *available at* https://ir.echostar.com/static-

discussions with the FCC continued,[29] EchoStar told its investors in its August 2025 quarterly SEC filing that:

- the "FCC's review of our compliance with network build-out requirements could lead to the loss or impairment of certain of our existing spectrum licenses";
- "to protect our interest in our Wireless Licenses and other assets we may take one or more actions that may negatively impact the value of your investment in our securities, including, under certain circumstances," filing for bankruptcy;
- such actions could "negatively impact your investment"; and
- EchoStar's cash situation "raises substantial doubt about our ability to continue as a going concern." [30]

Against this backdrop, on August 25, 2025, EchoStar agreed to sell to AT&T the company's 3.45 GHz and 600 MHz spectrum licenses – a total of 50 MHz of nationwide spectrum – for $22.6 billion.[31] Separately, in a transaction originally announced on September 8, 2025 and then amended on November 6, 2025, SpaceX agreed to acquire all of EchoStar's spectrum in the

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files/b4cb4b5a-eac8-4b03-8d74-6b3cd094c81e. EchoStar went on to default on interest payments on corporate notes for funding obtained using its spectrum as collateral, though it retained the option to cure those defaults within 30 days. *See* EchoStar 8-K SEC filing (May 30, 2025), *available at* https://ir.echostar.com/static-files/18f665dc-41d1-4330-b325-739730dcbc12; EchoStar 8-K SEC filing (June 2, 2025), *available at* https://ir.echostar.com/static-files/2f2a0483-69fa-47af-9272-b91ca58d4656.

[29] *See* EchoStar 8-K SEC filing (June 27, 2025) (reporting that EchoStar had made certain interest payments on its debt, which would "further extend the timeline for EchoStar to explore an acceptable resolution of the FCC's stated concerns in a manner that minimizes disruption to the Company's businesses and lifts the regulatory uncertainty created by the inquiries"), *available at* https://ir.echostar.com/static-files/7a4c36f7-c092-4b68-940b-fdc262355ac3.

[30] *See* EchoStar Corporation 10-Q SEC Filing (Aug. 7, 2025) at i, *available at* https://ir.echostar.com/static-files/d17be236-edf8-4afd-8b8f-8e7cba755827

[31] *See* PR Newswire, "EchoStar Announces Spectrum Sale and Hybrid Mobile Network Operator (MNO) Agreement, Steps Toward Resolving Federal Communications Commission's (FCC) Inquiries," *available at* https://www.prnewswire.com/news-releases/echostar-announces-spectrum-sale-and-hybrid-mobile-network-operator-mno-agreement-steps-toward-resolving-federal-communications-commissions-fcc-inquiries-302538317.html.

AWS-4, H-block and AWS-3 bands for a total of ~$19.6 billion, consisting of $8.5 billion in cash and the remainder in SpaceX stock.[32] Also on September 8, EchoStar received a letter from FCC Chairman Brendan Carr stating that the FCC would be taking steps to conclude the investigations prompted by the FCC's May 9 letter described above,[33] going on to note that FCC approval would be needed for EchoStar's AT&T and SpaceX transactions to proceed.[34]

C. EchoStar's New Identity From its Spectrum Sales and Business Agreements

Although EchoStar is selling its spectrum, these transactions include business agreements

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[32] *See* "EchoStar Announces Spectrum Sale and Commercial Agreement with SpaceX," EchoStar press release Sept. 8, 2025 ("EchoStar Sept. 8, 2025 Press Release") (also noting "the definitive agreement provides for SpaceX to fund an aggregate of approximately $2 billion of cash interest payments payable on EchoStar debt through November of 2027"), *available at* https://ir.echostar.com/news-releases/news-release-details/echostar-announces-spectrum-sale-and-commercial-agreement-spacex; "EchoStar Agrees to Sell Full Unpaired AWS-3 Spectrum License Portfolio to SpaceX (Nov. 6, 2025), *available at* https://www.prnewswire.com/news-releases/echostar-agrees-to-sell-full-unpaired-aws-3-spectrum-license-portfolio-to-spacex-302606455.html.

[33] *See* EchoStar Corporation 8-K SEC Filing (Sep. 9, 2025) at 3 (also attaching Letter from B. Carr (FCC) to C. Ergen (EchoStar) stating that he had "asked FCC staff to bring the agency's investigation to conclusion," including "direct[ing] FCC staff to: (1) dismiss VTel's petition for reconsideration; (2) confirm that EchoStar holds exclusive terrestrial and MSS rights over the AWS-4 spectrum to which it is currently licensed; and (3) find that relevant FCC buildout and other related obligations have been satisfied by EchoStar in view of the company's current FCC milestones."), *available at* https://ir.echostar.com/static-files/3e5fc713-bbd0-472e-bf75-7cecf1282c48.

[34] Notwithstanding the FCC's September 8, 2025, letter, EchoStar remains subject to possible FCC enforcement action if it does not complete its transactions with AT&T and SpaceX, as the FCC has not formally concluded its enforcement proceedings. Rather, the FCC considers the matters of EchoStar's requests for extensions of its 600 MHz buildout conditions and its notices of compliance with them "moot" in light of its approval of the transfers of EchoStar's licenses to AT&T and SpaceX, respectively, as well as the new buildout deadlines it set for each. *See* AT&T/EchoStar Order, *infra* n.46, at ¶ 57 n.184; SpaceX/EchoStar Order, *infra* n.46, at ¶ 70 n.212. The FCC similarly declined to make any substantive findings about EchoStar's extension request or the adequacy of its justifications in response to VTel's petition. Rather, the FCC dismissed the petition for lack of standing. *See* "Order on Reconsideration" at ¶ 7 (DA 26-469, May 12, 2026), *available at* https://docs.fcc.gov/public/attachments/DA-26-469A1.pdf.

that will enable EchoStar to continue to compete as a provider of mobile wireless services for years after the AFJ expires on April 1, 2027.[35] AT&T is one of two mobile network operators (with T-Mobile) hosting Boost subscribers and has been doing so since 2021, in an agreement (in contrast with EchoStar's arrangement with T-Mobile) reached outside the context of the AFJ.[36] As part of their spectrum transaction, AT&T and EchoStar have extended their existing mobile virtual network operator ("MVNO") agreement to 2031, with further extensions available at EchoStar's option to 2035.[37] EchoStar also will receive from AT&T substantially lower rates,[38] and its subscribers will receive a higher quality of service.[39] Under the updated AT&T MVNO agreement, EchoStar will continue to use its own core network, provisioning platform, billing systems, and other assets it owns, allowing it to operate with significant independence, relying on AT&T only for its radio network.[40] EchoStar and AT&T argue that the favorable rates and increased technical benefits EchoStar would receive from AT&T will enable it to continue to compete with the Big 3

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[35] *See* "Description of Transaction, Public Interest Showing, and Related Demonstrations" (Sept. 18, 2025) ("AT&T/EchoStar Public Interest Statement"), *available at* https://www.fcc.gov/ecfs/document/101651096172/1; "AT&T's Purchase of EchoStar Spectrum - Submission by AT&T to US Department of Justice (Antitrust Division)" (Sept. 30, 2025) ("AT&T White Paper"), *available at* https://www.fcc.gov/ecfs/document/11240042701978/2.

[36] *See* "EchoStar and AT&T Sign Strategic Network Services Agreement" (July 19, 2021), *available at* https://www.sec.gov/Archives/edgar/data/1001082/000100108221000019/EchoStar-20210714ex991dd8634.htm.

[37] *See* EchoStar 8-K SEC Filing (Aug. 25, 2025), *available at* https://ir.echostar.com/static-files/9b081f3a-6d9f-48a6-b350-735a9052ffc3.

[38] AT&T White Paper at 12 (in return for "EchoStar agreeing to certain volume commitments," AT&T "will provide EchoStar with much better rates than EchoStar receives today" when using AT&T's radio network).

[39] AT&T White Paper at 13 ("EchoStar customers can be provisioned and managed on AT&T's Quality of Service Class Identifier (QCI) 8, which is the equivalent service priority of an AT&T postpaid customer.").

[40] *See* EchoStar 10-Q SEC Filing (Sept. 30, 2025), *available at* https://www.sec.gov/Archives/edgar/data/1415404/000110465925107277/tmb-20250930x10q.htm.

carriers, even without its own radio network.[41]

In connection with their transaction, SpaceX and EchoStar are entering a long-term commercial agreement that will enable EchoStar's Boost Mobile subscribers – through its cloud-native 5G core – to access SpaceX's next generation Starlink D2C service.[42] On September 19, 2025, SpaceX filed an application seeking to launch and operate a new non-geostationary orbit ("NGSO") mobile satellite service ("MSS") system of up to 15,000 satellites operating at altitudes ranging between 326 km to 335 km to provide connectivity to mobile devices.[43] SpaceX plans to build new Starlink satellites to carry EchoStar's spectrum and to have them launched and ready to provide initial satellite mobile broadband service as early as next year.[44] EchoStar emphasizes that the SpaceX transaction will allow it to offer SpaceX's D2C service to its customers, further

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[41] *See* AT&T/EchoStar Public Interest Statement at 22 (asserting that "[r]ather than exiting the market, EchoStar will emerge from this Transaction as a stronger competitor than it is today"); AT&T White Paper at 11 (noting that "EchoStar will continue to maintain its network core and therefore be able to provide differentiated offerings to its customers," and "the transaction and the new hybrid-MNO arrangement will materially enhance EchoStar's ability to compete in numerous ways").

[42] *See* "Amended Description of the Transaction, Public Interest Showing and Related Demonstrations" (Nov. 10, 2025) (noting "the transaction will also empower [EchoStar] to introduce its own D2C service to complement its wireless offerings, making its Boost service even more compelling"), *available at* https://www.fcc.gov/ecfs/document/111051875814/5; *see also* EchoStar Sept. 8, 2025 Press Release (noting the transaction "allows for the combination of AWS-4 and H-block spectrum from EchoStar with the rocket launch and satellite capabilities from SpaceX to realize the direct-to-cell vision in a more innovative, economical and faster way for consumers worldwide").

[43] *See* "Space Bureau and Wireless Telecommunications Bureau Accept for Filing Application of SpaceX Requesting NGSO MSS Authorization and Supplemental Coverage From Space Authorization and Seek Comment on Waivers" (DA 25-1018, Dec. 5, 2025), *available at* https://docs.fcc.gov/public/attachments/DA-25-1018A1.pdf.

[44] *See* "SpaceX Says Faster Starlink Cell Service is Coming in 2027—but First It Must Clear 1 Big Hurdle" (Mar. 2, 2026) (reporting that SpaceX announced Starlink Mobile V2 will debut in mid-2027), *available at* https://www.inc.com/chloe-aiello/spacex-faster-starlink-cell-service-2027-elon-musk/91310620.

bolstering its competitiveness among the major wireless service providers, who are also adding D2C connectivity to their own services.[45]

Following a notice-and-comment period, the FCC approved both transactions on May 12, 2026.[46] The FCC found that the AT&T transaction served the public interest because AT&T plans to deploy the spectrum to improve its 5G networks' coverage, capacity, and performance throughout the country, including rural areas.[47] The FCC further found that the improved MVNO arrangement between EchoStar and AT&T "has the potential to lower EchoStar's costs while still allowing it to maintain control of its core network, including the customer-facing functions of a facilities-based provider, and that the arrangement will also provide Boost Mobile with expanded coverage and increased speeds, ultimately resulting in better service and lower prices for Boost

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[45] *See* "EchoStar Announces Spectrum Sale and Commercial Agreement with SpaceX," EchoStar Sept. 8, 2025 Press Release. *See also* "AT&T and AST SpaceMobile Announce Definitive Commercial Agreement" (May 15, 2024) (noting that "AT&T and AST SpaceMobile have entered a definitive commercial agreement to provide a space-based broadband network direct to everyday cell phones"), *available at* https://about.att.com/story/2024/ast-spacemobile-commercial-agreement.html; "Verizon Completes its First Satellite to Cellular Enabled Video Call with AST SpaceMobile BlueBird 2" (Feb. 24, 2025) (noting that "Verizon and AST are building the fastest satellite to device network"), *available at* https://www.verizon.com/about/news/verizon-ast-spacemobile-bluebird-2; "First SpaceX Satellites Launch for Breakthrough Direct to Cell Service with T-Mobile" (Jan. 3, 2024) (noting that "the new service will leverage SpaceX's constellation of satellites with Direct to Cell technology and T-Mobile's industry-leading wireless network"), *available at* https://www.t-mobile.com/news/un-carrier/first-spacex-satellites-launch-for-breakthrough-direct-to-cell-service-with-t-mobile.

[46] Memorandum Opinion and Order, Applications of AT&T Mobility II LLC and EchoStar Corporation for Consent to Assign Licenses (DA 26-470, May 12, 2026), *available at* https://docs.fcc.gov/public/attachments/DA-26-470A1.pdf ("AT&T/EchoStar Order"); Memorandum Opinion and Order, Applications of Spectrum Business Trust 2025-1, Space Exploration Technologies Corp., and EchoStar Corporation for Consent to Assign Spectrum and Earth Station Licenses (DA 26-471, May 12, 2026) *available at* https://docs.fcc.gov/public/attachments/DA-26-471A1.pdf ("SpaceX/EchoStar Order").

[47] AT&T/EchoStar Order ¶ 2.

Mobile's wireless customers."[48] As for the SpaceX/EchoStar transaction, the FCC explained the benefits will include, in the near term, improved D2C services, resulting in increased mobile connectivity in hard-to-reach areas; and in the longer term, enhanced wireless competition, with the potential for SpaceX's D2C service to compete with incumbent terrestrial providers.[49]

D. The Impact of the Transactions on the Amended Final Judgment

In light of these transactions and the events that led to them, the AFJ should be amended to terminate EchoStar's radio network obligations. As shown in the accompanying blackline, this can be accomplished by terminating EchoStar's obligations pursuant to Sections VIII.B and VIII.C of the AFJ and one sentence in Section VIII.A. The proposed Order implements these changes by stating:

- "The obligations stated in the second sentence of Section VIII.A and in Sections VIII.B-VIII.C of the Amended Final Judgment are hereby terminated. All other provisions of the Amended Final Judgment shall remain in effect."

Although the proposed transactions will necessarily result in EchoStar shutting down its radio network, the United States has determined that there is no available outcome that would allow EchoStar to continue as a mobile radio network operator and that the proposed transactions represent the best outcome for competition under the circumstances. One of the United States' goals for the AFJ was to foster the deployment of a fourth mobile wireless radio network using EchoStar's fallow spectrum. But while EchoStar built the network called for in the AFJ, the uncertainty over its compliance with its FCC buildout conditions has led to the situation today. And while EchoStar itself will no longer own these spectrum licenses, the spectrum will be used by

[48] *Id.*¶ 50.
[49] SpaceX/EchoStar Order ¶ 2.

AT&T to provide service to both its own customers and EchoStar's.

It is worth noting, as well, that many of the provisions in the AFJ have either already been satisfied or are on the verge of being completed. T-Mobile divested and EchoStar acquired Sprint's Boost Mobile business,[50] thus fostering EchoStar's entry as a new provider of wireless services. EchoStar also met the requirement to build its own mobile core network by June 14, 2023,[51] which has enabled it to have much greater control over its customer relationship than a traditional MVNO, including control over its customer provisioning, billing and services.

The AFJ also helped ensure that T-Mobile's new 5G network would be built as promised and that American consumers would reap those benefits.[52] T-Mobile has reported meeting its three-year commitments associated with the merger and on the progress it has made towards its 6th year milestones,[53] which will be assessed by a drive test to be conducted later this year.[54]

Many of the AFJ's other requirements have already expired. For example, the provisions requiring T-Mobile to make its decommissioned retail locations and cell sites available to EchoStar, which allowed EchoStar the opportunity to acquire those assets as it developed its

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[50] *See* "T-Mobile Closes Deal with EchoStar to Divest Sprint Prepaid Business," *available at* https://www.t-mobile.com/news/un-carrier/t-mobile-closes-deal-with-EchoStar-to-divest-sprint-prepaid-business.

[51] *See* "FCC confirms that EchoStar is meeting 5G deployment commitments," *available at* https://www.rcrwireless.com/20231003/featured/fcc-confirms-that-EchoStar-is-meeting-5g-deployment-commitments.

[52] *See* AFJ at Section VIII(A) (requiring T-Mobile to abide by its network build commitments to the FCC, subject to verification by the FCC).

[53] *See* T-Mobile, "Fifth Annual Progress Report" at 1, 2 (May 30, 2025), *available at* https://www.fcc.gov/ecfs/document/105301128720489/1.

[54] *See* T-Mobile, "Methodology for T-Mobile Drive Tests to Verify Compliance with T-Mobile/Sprint Merger Commitments" at 1, 2 (Jan. 8, 2020) (calling for drive tests to be completed within 9 months of the 6th anniversary of the closing date of the T-Mobile/Sprint merger, i.e., within 9 months from April 1, 2026), *available at* https://www.fcc.gov/sites/default/files/t-mobile-drive-test-methodology-01082021.pdf.

wireless business, expired on July 1, 2025.[55] EchoStar held the option of acquiring the 800 MHz spectrum from T-Mobile for more than three years, until April 1, 2024.[56] And the transition services agreement enabled EchoStar to call on T-Mobile's support until July 1, 2023, as it stood up its Boost Wireless business.[57]

Provisions of the AFJ that are not affected by this partial termination and that will remain in effect include:

- The provisions that prohibit EchoStar from selling, or require advance notice of any sale of, its mobile wireless assets or business to the Big 3 carriers;[58]
- The requirement that EchoStar provide notice of transactions involving wireless services or the divestiture assets that are not otherwise subject to the reporting requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976;[59]
- Protections for MVNOs that were using T-Mobile or Sprint at the time of the transaction;[60]
- Technical requirements relating to eSim technology that supports easier subscriber switching among carriers;[61]
- EchoStar's Full MVNO relationship with T-Mobile remaining in place through the AFJ's expiration on April 1, 2027;[62]
- Continued oversight of T-Mobile's compliance with its radio network buildout commitments to the FCC; [63]

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[55] *See* AFJ at Section IV(C)(1) (i.e., five years after the prepaid asset divestiture on July 1, 2020); AFJ at Section IV(D)(1) (same).
[56] *See* AFJ at Section IV(B)(1).
[57] *Id.* at Section IV(A)(4) (transition services agreement to run for an initial term of two years from the date of the prepaid asset divestiture on July 1, 2020, with an available extension of one additional year).
[58] *Id.* at Section XVI(B).
[59] *Id.*
[60] *Id.* at Section VII(A).
[61] *Id.* at Section VII(F).
[62] *Id.* at Section XIX.
[63] *Id.* at Section VIII(A).

- Continued oversight by the Monitoring Trustee to monitor compliance with these remaining provisions;[64] and

- Continuation of the Division's own compliance inspection rights and enforcement powers until the AFJ expires.[65]

III. Argument

Entry of the proposed Second Amended Final Judgment is in the public interest because it aligns the requirements of this Court's order with the consequences of EchoStar's failure to have satisfied the FCC that it met its buildout obligations. Under all the circumstances described above, the United States has determined that there is no available outcome that would allow EchoStar to continue as a mobile radio network operator, and that the proposed transactions represent the best outcome for competition. Rather than entering bankruptcy and exiting altogether, EchoStar can now remain in business as a mobile wireless services provider for years after the AFJ is due to expire in less than a year and can offer its subscribers SpaceX's planned D2C mobile satellite service when that service is expected to come online in 2028.

A. Termination of EchoStar's Radio Network Obligation is in the Public Interest

1. The Court's Jurisdiction and Legal Standard

This Court has jurisdiction to modify the AFJ pursuant to AFJ Section XVII, Federal Rules of Civil Procedure 60(b)(5) and 60(b)(6)[66] and the Court's inherent authority to enforce its lawful

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[64] *Id.* at Section XII.
[65] *Id.* at Section XIV.
[66] The Tunney Act governs the procedures for judicial approval of consent decrees filed by the Antitrust Division. Although by its terms the Tunney Act is not applicable to consent decree modification proceedings, the Second Circuit has held that it can provide "useful guidance" to the court with respect to decree modifications. *See United States v. Am. Cyanamid*, 719 F.2d 558 at 565 & n.7 (2d Cir. 1983).

orders.[67] Where the parties to a consent decree later consent to a proposed modification, the issue before the Court is whether the modification is in the public interest.[68] As the D.C. Circuit has held, "when all parties to a decree assent to a particular modification, the relevant inquiry for the court is whether the resulting array of rights and liabilities comports with the 'public interest.'"[69] This public interest standard is the same standard that a federal district court applies in reviewing an initial consent judgment in a federal government antitrust case.[70] The "relevant inquiry" for the Court is limited to determining "whether there is a factual foundation for the government's decisions such that its conclusions regarding the proposed settlement are reasonable."[71]

The D.C. Circuit has advised that a district court "should not reject an agreed-upon modification unless 'it has exceptional confidence that adverse antitrust consequences will

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[67] *See United States v. W. Elec. Co.,* 46 F.3d 1198, 1202 (D.C. Cir. 1995) (noting that the court's equity power "to modify a decree of injunctive relief" is "long-established, broad, and flexible").
[68] *See United States v. Am. Tel. & Tel. Co.*, 552 F. Supp. 131, 143 (D.D.C. 1982) (finding that modification of an existing 1956 decree to require the breakup of the Bell System was in the public interest), *aff'd sub nom. Maryland v. United States*, 460 U.S. 1001 (1983), and *amended sub nom. United States v. W. Elec. Co.*, 714 F. Supp. 1 (D.D.C. 1988), *aff'd in part, rev'd in part sub nom. United States v. W. Elec. Co.*, 900 F.2d 283 (D.C. Cir. 1990), and *modified sub nom. United States v. W. Elec. Co.*, 890 F. Supp. 1 (D.D.C. 1995), *vacated as moot,* 84 F.3d 1452 (D.C. Cir. 1996).
[69] *United States v. W. Elec. Co.*, 900 F.2d at 309 (citations omitted) (finding that the district court erred by not applying the public interest standard to the court's review of the Bell Operating Companies' unopposed motion to lift a restriction in the decree). *See also United States v. Paramount Pictures, Inc.*, 2020 WL 4573069, at *3 (S.D.N.Y. Aug. 7, 2020) (citing *United States v. Loew's Inc.*, 783 F. Supp. 211, 213 (S.D.N.Y. 1992) (explaining that the court's role is to determine whether consent termination of a decree is "in the public interest").
[70] *See* 15 U.S.C. § 16(e)(1); *United States v. W. Elec.*, 900 F.2d at 295; *United States v. Am. Tel. & Tel.* 552 F. Supp. at 147 n.67 (D.D.C. 1982).
[71] *United States v. XCL Res. Holdings, LLC*, No. 25-CV-00041, 2026 WL 29073, at *5 (D.D.C. Feb. 4, 2026), *judgment entered,* No. 25-CV-00041, 2026 WL 352678 (D.D.C. Feb. 4, 2026) (quoting *United States v. SBC Commc'ns, Inc.*, 489 F. Supp. 2d 1, 15–16 (D.D.C. 2007)); s*ee also United States v. U.S. Airways Grp., Inc.*, 38 F. Supp. 3d 69, 75 (D.D.C. 2014) (explaining that the "court's inquiry is limited" in Tunney Act settlements).

result.'"[72] Similarly, it is "not up to the court to reject an agreed-on change simply because the proposal diverge[s] from *its* view of the public interest."[73] "The court should also bear in mind the *flexibility* of the public interest inquiry: the court's function is not to determine whether the resulting array of rights and liabilities 'is the one that will *best* serve society,' but only to confirm that the resulting settlement is 'within the *reaches* of the public interest.'"[74] The district court's analysis, therefore, "must accord due respect to the government's prediction as to the effect of proposed remedies, its perception of the market structure, and its view of the nature of the case."[75]

2. Termination of Portions of the AFJ Meets this Legal Standard

The proposal to terminate portions of the AFJ to relieve EchoStar of its radio network obligation is within the reaches of the public interest. As discussed above, the substantial uncertainty as to whether EchoStar had satisfied the FCC that it had met its buildout obligations threatened to lead to EchoStar's license forfeiture, bankruptcy and exit from the market as a mobile wireless services provider. Under these circumstances, the United States is satisfied that there was no scenario in which EchoStar was going to be able to continue to operate its radio network. Compared to the bankruptcy and liquidation that could have resulted had the FCC's review of EchoStar's compliance continued and the AT&T and SpaceX transactions not occurred, the United States has determined that these spectrum sales represent the outcome that is least detrimental to

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[72] *United States v. Microsoft Corp.*, 56 F.3d 1448, 1460 (D.C. Cir. 1995) (quoting *United States v. W. Elec. Co.*, 993 F.2d 1572, 1577 (D.C. Cir. 1993)).
[73] *United States v. W. Elec. Co.*, 993 F.2d at 1577 (emphasis in original).
[74] *Microsoft Corp.*, 56 F.3d at 1460 (quoting *W. Elec. Co.*, 900 F.2d at 309 (emphasis in original) (citations omitted)). *See also United States v. Baroid Corp.*, 130 F. Supp. 2d 101, 103 (D.D.C. 2001) (noting that if all parties consent to the modification, the public interest standard "is necessarily deferential, as the expertise of the Antitrust Division must be respected").
[75] *United States v. Archer-Daniels-Midland Co.*, 272 F. Supp. 2d 1, 6 (D.D.C. 2003).

competition. EchoStar will continue to provide mobile wireless services to its millions of subscribers, using its own core network and other facilities, and it is well positioned to do so long after the AFJ expires early next year. The United States therefore submits that it is in the public interest to terminate EchoStar's radio network obligation, while preserving the remaining terms of the AFJ until it expires next year.

Courts have found entry of unopposed motions for consent decree modifications to be in the public interest when the motions were occasioned by developments after entry of the original decree. In one of its decisions in the wake of the break-up of the Bell System, the D.C. Circuit stated that a district court is to approve an uncontested modification "so long as the resulting array of rights and obligations is within the *zone of settlements* consonant with the public interest *today*."[76] After noting that the district court's task was to "determine whether the Department's views were well enough substantiated that it (the Department) could reasonably conclude that removal of the ban was in the public interest," the Court reviewed the Department of Justice's assessment of conditions at the time and affirmed entry of the modification.[77]

Other consent modifications have been entered when they were occasioned by later developments that prevented the relief in the consent decree from operating as originally designed. For example, after a consent decree was entered in 1996 to remedy the United States' concerns that

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[76] *See United States v. W. Elec. Co.*, 993 F.2d at 1576 (quoting *W. Elec. Co.*, 900 F.2d at 307 (emphasis in original)). Three years after the break-up, the parties agreed to remove a provision in the consent decree that restricted the regional operating companies from entering the market for information services. After previously reversing the district court for denying that consent motion to modify and failing to use the correct public interest test, 990 F.2d at 307, the D.C. Circuit affirmed the district court's subsequent decision to enter the modification. 993 F.2d at 1578, 1582 (also noting the Department of Justice cited, *inter alia*, the impact from "current conditions" in regulation).

[77] *See id.,* 993 F.2d at 1578.

the American Bar Association had restrained competition among professional personnel at ABA-approved law schools and limited competition from non-ABA-approved schools,[78] the ABA was ordered to take steps to limit the influence of law school personnel in the accreditation process, including having the ABA's House of Delegates review and approve certain aspects of the accreditation process.[79] After the Final Judgment was entered, however, the Department of Education ("DOE") determined that allowing the House to act as the final decision-maker for accreditation activities did not conform to provisions of the Higher Education Act and DOE regulations, and the court entered the parties' consent motion to modify the House's role to conform to the DOE's determination.[80] Similarly, the court entered the parties' unopposed consent decree modification to permit a defendant milk producer to retain a plant that was to have been divested, when the parties later found the plant was difficult to sell.[81]

As set forth above, the proposed termination of EchoStar's radio network obligations can be accomplished with simple revisions to the AFJ, as reflected in the accompanying blacklined AFJ and proposed order. This proposed modification leaves intact the remaining provisions of the AFJ until the AFJ expires next year.[82]

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[78] *See United States v. Am. Bar Ass'n*, 135 F. Supp. 2d 28 (D.D.C. 2001).
[79] *Id.* at 30.
[80] *Id.* at 31 (going on to note that "[t]o hold otherwise would be nonsensical, as it would suggest that altering a judgment to bring it into compliance with federal law is not in the public interest").
[81] *See United States v. Dairy Farmers of Am., Inc.,* No. 1:20-CV-02658, 2020 WL 8370839, at *1 (N.D. Ill. Dec. 17, 2020). The final judgment had contemplated that DFA might be permitted to retain the plant if there was no qualified buyer, so that the plant could remain in the market during the pandemic. Final Judgment, Dairy Farmers of Am., Inc., No. 1:20-CV-02658, Section V.G.
[82] *See United States v. Am. Bar Ass'n*, 135 F. Supp. 2d 28, 31-32 (D.D.C. 2001) (holding that modification of the decree "only inasmuch as necessary" to comply with Department of Education accreditation rules was "squarely within the public interest").

B. Proposed Procedures for Public Notice and Comment

Although the Antitrust Procedures and Penalties Act ("Tunney Act"), 15 U.S.C. § 16(b)-(h), does not by its terms apply to the modification and termination of consent decrees,[83] the United States recognizes that seeking public comment may nevertheless be appropriate here.[84]

The United States submits that the following procedures would be appropriate to allow interested persons to comment specifically on the proposed partial termination of the Amended Final Judgment:

1. Today, the United States filed the Motion along with this memorandum in support, the proposed Second Amended Final Judgment, a blackline showing changes between the Amended Final Judgment and the Second Amended Final Judgment, the United States' Explanation of Procedures and a Proposed Order.
2. Plaintiff United States will post its entire filing on the Antitrust Division's website along with a notice announcing this filing and inviting any person wishing to submit comments concerning the proposed partial termination to the United States Department of Justice, Antitrust Division within 30 days of publication.

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[83] *See United States Am. Cyanamid*, 719 F.2d at 565 & n.7 (noting that nevertheless the Tunney Act can provide "useful guidance" to the court with respect to decree terminations).

[84] The parties filed a previous consent motion to modify the AFJ to extend the deadline for EchoStar to acquire certain 800 MHz spectrum from T-Mobile, which the Court granted after the parties suggested that further public comment was not necessary. *See* Consent Motion to Modify Final Judgment at 5-6, Dkt. 137 (Oct. 18, 2023); Order Granting Consent Motion to Modify Final Judgment, Dkt. 138 (Oct 23, 2023). The United States suggests inviting public comment here because the proposed termination of EchoStar's radio network obligations represents a more substantial modification to the AFJ than the previous consent motion.

3. After the 30-day period expires, United States will file with the Court its response to any comments received, along with a compilation of all such comments and its motion for entry of the proposed order, unless the United States withdraws its motion.
4. The United States requests that the Court not rule upon the Motion or enter the proposed order until the United States submits its response to comments and the comments received and moves for entry of the proposed order.
5. The United States reserves the right to withdraw its consent to the motion at any time prior to entry of an order partially terminating the AFJ.

These procedures are intended to notify all potentially interested persons that a motion to terminate EchoStar's radio network obligation is pending and provide them with an opportunity to comment on this partial termination.

IV. Conclusion

For the foregoing reasons, partial termination of the AFJ is in the public interest, and the United States respectfully moves for entry of the proposed order after completion of the procedures outlined above.

Dated: May 19, 2026

Respectfully submitted,

FOR PLAINTIFF
UNITED STATES OF AMERICA

/s/

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CERTIFICATE OF SERVICE

I, Frederick S. Young, hereby certify that on May 19, 2026, I caused a copy of the foregoing Unopposed Motion of the United States for Partial Termination of Amended Final Judgment, together with the memorandum in support, attachments and proposed Order, to be served upon all counsel of record via the Court's CM/ECF system.

/s/

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