

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. 1584CV03118-BLS2

NORTH AMERICAN CATHOLIC EDUCATIONAL)	NOTICE IN HAND
PROGRAMMING FOUNDATION, INC.,)	11-06-15
CHICAGO INSTRUCTIONAL TECHNOLOGY)	K. + L. G.
FOUNDATION, INC., DENVER AREA)	
EDUCATIONAL TELECOMMUNICATIONS)	(LAT)
CONSORTIUM, INC., INSTRUCTIONAL)	Notice sent
TELECOMMUNICATIONS FOUNDATION, INC.,)	11/09/2015
PORTLAND REGIONAL EDUCATIONAL)	to all parties
TELECOMMUNICATIONS CORPORATION AND)	(see P#5)
TWIN CITIES SCHOOLS')	
TELECOMMUNICATIONS GROUP, INC.,)	(sc)
)	
Plaintiffs,)	
)	
v.)	
)	
CLEARWIRE SPECTRUM HOLDINGS II LLC,)	
CLEARWIRE LEGACY LLC, f/k/a CLEARWIRE)	
CORPORATION and SPRINT SPECTRUM L.P.,)	
)	
Defendants.)	

~~PROCESSED~~
PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

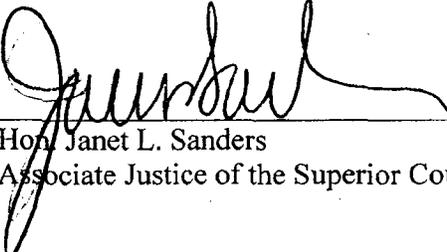
After hearing and review of the parties' respective written submissions, the Court hereby GRANTS Plaintiffs' Emergency Motion for Preliminary Injunction and ORDERS Defendants Clearwire Spectrum Holdings II LLC, Clearwire Legacy LLC, f/k/a Clearwire Corporation, and Sprint Spectrum L.P. (together, the "Defendants") and their agents, servants, employees, and attorneys to:

A. Continue to provide Clearwire WiMAX service to all customers located in the metropolitan areas, identified on the Schedule annexed hereto, that have been receiving the service through the Cost Free Educational Accounts of Plaintiffs NACEPF, Voqal, or any of their affiliates ("Licensees") for 90 days from the date of this Order so as to permit a migration of Licensees' WiMAX end users to Sprint's LTE wireless broadband network;

B. Consistent with the existing Clearwire agreements and the ISA, maintain all Cost Free Educational Accounts at the same capacity and with the same characteristics as the highest level of premium mass market retail service provided on the Sprint or Clearwire networks at no cost to Licensees, and, in particular, without throttling any of the Cost Free Educational Accounts governed by this Order, except to the extent that Sprint (in the case of Sprint accounts) or Clearwire (in the case of Clearwire accounts) throttles its highest level of retail service and then, only on a nondiscriminatory basis that does not disproportionately impact Licensees' customers in relation to all other Sprint or Clearwire customers; and

C. Promptly provide customers with the equipment selected by the ordering Licensee from Sprint's website menu of retail equipment or from the ISA equipment list for use to access the Licensees' Cost Free Educational Accounts integrated with customer management software provided to Licensees.

So Ordered.



Hon. Janet L. Sanders
Associate Justice of the Superior Court

Dated: 11/4, 2015

SCHEDULE

Minneapolis-Saint Paul

Raleigh

Philadelphia

Stockton

Los Angeles

Bridgeport

Seattle

Yakima

Chicago

York

San Francisco

Tri-Cities

Cleveland

Harrisburg

Sacramento

Richmond

New York

Lubbock

Columbus

Lewiston

Portland

Merced

Kansas City

New Haven

Salt Lake City

Lancaster

Phoenix

Wilmington

Indianapolis

Greensboro

Denver-Boulder-Fort Collins

Hartford

Las Vegas

Anchorage

San Antonio

Eugene

Houston

Grand Rapids

Miami

Maui

Providence

Killeen-Temple

Washington, DC

Corpus Christi

Boise

Daytona Beach

Boston

St. Louis

Dallas-Fort Worth

Atlanta

Honolulu

Orlando

Baltimore

Visalia

Tampa

Jacksonville

Pittsburgh

Austin

Modesto

Abilene

Nashville

Tacoma

Charlotte

Cincinnati

Reading

Amarillo

Rochester

Wichita Falls

Bellingham

Everett

Duluth

Syracuse

Kitsap County

Midland-Odessa

New Brunswick

Waco

Dayton

Memphis

Salem

Trenton