

# **Exhibit WRE-6**

1 the issue was the status quo, and in this case the status  
2 quo cannot be maintained without payment being made to NAT.  
3 Because if payment is not made to NAT, then NAT, as the  
4 testimony indicated, is likely to either file bankruptcy or  
5 likely to go out of business.

6 THE COURT: But in Grupo, the issue of whether  
7 the money was owed or not was not even really contested,  
8 unlike here there is a question that Sprint has raised as  
9 to whether they even owe the money. They're not admitting  
10 they owe the money. In Grupo that wasn't even a question.  
11 The Supreme Court found that entering a preliminary  
12 injunction was beyond the Court's power.

13 MR. SWIER: Your Honor, of course we have cited,  
14 in our favor, the NewLife vs. Express Scripts case. That's  
15 a 2007 --

16 THE COURT: From a District Court.

17 MR. SWIER: -- from a District Court in  
18 Pennsylvania.

19 THE COURT: That's not binding on this Court.

20 MR. SWIER: Correct. It's simply used as a  
21 factually analogous case. In the NewLife case --

22 THE COURT: They didn't even discuss Grupo.

23 MR. SWIER: They didn't discuss Grupo. That  
24 wasn't brought up. But the fact is that Grupo --

25 THE COURT: So you think that's binding on me

1 going to read Grupo in that way, that any company can  
2 simply cut off the oxygen of any other company, and that's  
3 entirely permissible. I don't think Grupo is intended to  
4 be read that broadly. I think it was very fact specific.

5 So I think with the claims that are brought, when you  
6 look at maintaining the status quo, the only way we can  
7 maintain the status quo here is for NAT to receive payment.  
8 There's no other way.

9 As the other cases have indicated, if we receive  
10 payment four, five, six months down the line, that doesn't  
11 do NAT any good. They are either going to close their  
12 doors, or they're going to file bankruptcy. We have  
13 provided the concrete evidence for the Court to make that  
14 determination. So I think that --

15 THE COURT: How is the remedy you are seeking  
16 anything different than like prejudgment attachment?

17 MR. SWIER: Your Honor, in most circumstances, of  
18 course, prejudgment attachment is not proper. But, again,  
19 when you look at the facts here, equity is intended to not  
20 let this type of thing happen. It's within the Court's  
21 discretion, I believe, even with Grupo, because I think  
22 that's a limited decision. I think even with Grupo, this  
23 Court still has the ability under the affirmative defenses  
24 and under the damages claim to maintain the status quo.

25 If these payments are not made for one or two or three