

# EXHIBIT B

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## LATHAM & WATKINS LLP

November 29, 2011

### VIA ELECTRONIC MAIL

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Re: *United States et al. v. AT&T Inc. et al.*, Civil Action No. 11-01560 (ESH)

Dear Counsel:

We are writing to confirm the agreement we reached with respect to the deposition of non-party LightSquared GP, Inc. The terms of this letter agreement (the "Letter Agreement") among LightSquared, Defendants and the U.S. Department of Justice, Antitrust Division ("DOJ") are as follows:

- A. Defendants will have the opportunity to depose the Rule 30(b)(6) individual designated by LightSquared (the "Deponent") on December 7, 2011, for up to seven hours reserved exclusively for examination by Defendants. At their discretion, Defendants may reserve up to thirty minutes of the seven hours permitted by the preceding sentence to pose questions following DOJ's examination of the Deponent on the date described in Paragraph B below; such questions will be limited to the scope of DOJ's questioning.

#### FIRM / AFFILIATE OFFICES

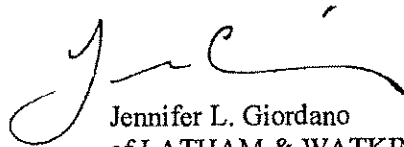
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| Abu Dhabi   | Moscow           |
| Barcelona   | Munich           |
| Beijing     | New Jersey       |
| Boston      | New York         |
| Brussels    | Orange County    |
| Chicago     | Paris            |
| Doha        | Riyadh           |
| Dubai       | Rome             |
| Frankfurt   | San Diego        |
| Hamburg     | San Francisco    |
| Hong Kong   | Shanghai         |
| Houston     | Silicon Valley   |
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| Madrid      | Washington, D.C. |
| Milan       |                  |

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- B. DOJ will have the opportunity to depose the Deponent on a later date that is agreeable to DOJ, LightSquared and Defendants, for up to two hours reserved exclusively for examination by DOJ. At its discretion, DOJ may use up to thirty minutes of the two hours permitted by the preceding sentence to pose questions following Defendants' examination of the Deponent on December 7, 2011; such questions will be limited to the scope of Defendants' questioning. The deposition described in this Paragraph B will not count towards DOJ's maximum total number of depositions permitted by the Court.
- C. Defendants and DOJ understand and agree that Defendants' deposition of the Deponent on December 7, 2011 will occur before LightSquared substantially completes its rolling document production in response to DOJ's document subpoena.
- D. Defendants and DOJ understand and agree that DOJ's deposition of the Deponent will occur after LightSquared substantially completes its rolling document production in response to DOJ's document subpoena.
- E. Defendants and DOJ agree that they will not be permitted to depose LightSquared or LightSquared personnel in relation to the above-captioned litigation beyond what is provided for in Paragraphs A and B above, except as follows: (1) Defendants and DOJ reserve the right to depose an employee of LightSquared (other than the Deponent), who is included on the opposing party's witness list for trial; and (2) Defendants and DOJ reserve the right to seek an additional Rule 30(b)(6) deposition of LightSquared, if the requesting party can show that substantial and material developments involving LightSquared have occurred since the conclusion of the first Rule 30(b)(6) deposition described in Paragraph A and B above, such that a second deposition is necessary. LightSquared similarly reserves its right to oppose any attempt by DOJ or Defendants to take additional depositions pursuant to either exception identified in this paragraph E.

Please confirm your agreement by counter-signing this Letter Agreement and return the executed copy to me.

Sincerely,



Jennifer L. Giordano  
of LATHAM & WATKINS LLP

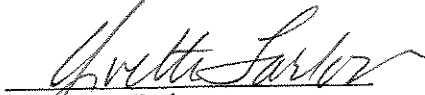
*Counsel to LightSquared GP, Inc.*

cc: Daniel A. Sasse, Crowell & Moring, LLP (dsasse@crowell.com)

LATHAM & WATKINS <sup>LLP</sup>

ACCEPTED AND AGREED TO BY:

U.S. Department of Justice, Antitrust Division



By: Yvette Tarlov

Date: 11/29/11

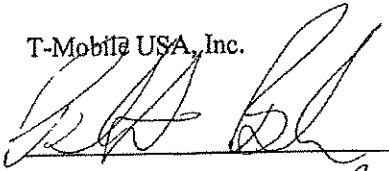
AT&T Inc.



By: Scott Angstreich

Date: 11/29/11

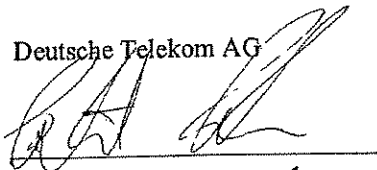
T-Mobile USA, Inc.



By: PATRICK Beck

Date: 11/29/11

Deutsche Telekom AG



By: PATRICK Beck

Date: 11/29/11