

ALAMOSA HOLDINGS INC
Form SC 13D
January 13, 2006

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Alamosa Holdings, Inc.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

011589108

(CUSIP Number)

Leonard J. Kennedy, Esq.

Sprint Nextel Corporation

2001 Edmund Halley Drive,

Reston, Virginia 20191

(703) 433-4974

(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

WITH COPIES TO:

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Michael J. Egan

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Atlanta, Georgia 30303

(404) 572-4600

November 21, 2005

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. "

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1 NAMES OF REPORTING PERSONS / I.R.S. IDENTIFICATION NOS. OF ABOVE

PERSONS

(entities only)

Sprint Nextel Corporation

48-0457967

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

(a) ..
(b) x

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

Not Applicable

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED

PURSUANT TO ITEMS 2(D) OR 2(E)

..

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Kansas

NUMBER OF

SHARES

BENEFICIALLY

OWNED BY

EACH

REPORTING

PERSON

WITH

7 SOLE VOTING POWER

- 81,051 -

8 SHARED VOTING POWER

12,355,139*

9 SOLE DISPOSITIVE POWER

- 81,051 -

10 SHARED DISPOSITIVE POWER

12,355,139*

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

12,436,190*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES

CERTAIN SHARES (See Instructions)

..

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

approximately 7.6*

14 TYPE OF REPORTING PERSON (See Instructions)

CO

* Pursuant to Rule 13d-4 of the Securities Exchange Act of 1934 (the Act), the Reporting Person disclaims beneficial ownership of 12,355,139 of such Shares, and this Statement on Schedule 13D (this Statement) shall not be construed as an admission that the Reporting Person is the beneficial owner of any securities covered by this Statement.

Item 1. Security and Issuer.

The class of equity security to which this Statement on Schedule 13D relates is the common stock, par value \$.01 per share (the Common Shares), of Alamosa Holdings, Inc., a Delaware corporation (the Company). The name and address of the principal executive offices of the Company are Alamosa Holdings, Inc., 5225 South Loop 289, Suite 120, Lubbock, TX 79424.

Item 2. Identity and Background.

This Statement is filed by Sprint Nextel Corporation, a Kansas corporation (Sprint Nextel), with the U.S. Securities and Exchange Commission on January 12, 2006. Sprint Nextel has signed and filed this Statement on its own behalf as well as on behalf of Sprint Spectrum L.P., the beneficial owner of the warrant described in Item 5 below. Sprint Nextel is a global communications company that offers an extensive range of innovative communications products and solutions, including global IP, wireless, local and multiproduct bundles. Sprint Nextel offers a comprehensive range of wireless and wireline communications services to consumer, business and government customers. Sprint Nextel is widely recognized for developing, engineering and deploying innovative technologies, including two robust wireless networks offering industry leading mobile data services; instant national and international walkie-talkie capabilities; and an award-winning and global Tier 1 Internet backbone. Sprint Nextel's principal place of business and principal office is at 2001 Edmund Halley Drive, Reston, Virginia 20191.

The name, citizenship, business address, and principal occupation or employment of each of the directors and executive officers of Sprint Nextel and certain other information are set forth in Schedule 1 hereto, which is incorporated herein by reference. Neither Sprint Nextel nor, to the best knowledge of Sprint Nextel, any of the persons listed on Schedule 1 during the last five years has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

Item 3. Source and Amount of Funds or Other Consideration.

Certain stockholders of the Company (each a Stockholder, and together, the Stockholders) and Sprint Nextel have entered into a Stockholders Agreement, dated November 21, 2005, as amended, attached hereto as Exhibit 2 (the Stockholders Agreement) with respect to certain Common Shares beneficially owned by the Stockholders. Pursuant to the Stockholders Agreement, the Stockholders agreed to vote an aggregate of 12,355,139 Common Shares owned by the Stockholders (the Committed Shares) for the adoption of the Merger Agreement (as defined in Item 4 below) and approval of the Merger (as defined in Item 4 below). As of December 16, 2005, the Committed Shares represented approximately 7.6% of the Common Shares issued and outstanding. No Common Shares were purchased by Sprint Nextel pursuant to the Stockholders Agreement, and thus no funds were used for such purpose. Exhibit 2 is specifically incorporated herein by reference to this Item 3. Except as otherwise provided in this Statement, capitalized terms that are used but not otherwise defined in this Statement shall have the meaning assigned to such terms in the Stockholders Agreement.

Pursuant to Rule 13d-4 of the Securities Exchange Act of 1934, as amended (the Act), Sprint Nextel and each person listed on Schedule 1 hereto expressly disclaims any beneficial ownership of the Common Shares subject to the Stockholders Agreement.

Item 4. Purpose of the Transaction.

Pursuant to an Agreement and Plan of Merger, dated as of November 21, 2005, as amended (the Merger Agreement), by and among Sprint Nextel, AHI Merger Sub Inc. (Buyer), a Delaware corporation and a wholly owned subsidiary of Sprint Nextel, and the Company, Buyer will merge with and into the Company (the Merger), with the Company being the surviving corporation. Each Common Share outstanding immediately prior to the date and time at which the Merger becomes effective (the Effective Date) will be converted into the right to receive U.S. \$18.75 in cash, and each Series B Convertible Preferred Stock, par value \$.01 per share (the Preferred Shares, and together with the Common Shares, the Shares), of the Company, outstanding immediately prior to the Effective Date will be converted into the right to receive U.S. \$1,378.69 plus accrued and unpaid dividends. The Merger is subject to various conditions, including the approval of the stockholders of the Company and the satisfaction of other customary terms and conditions in the Merger Agreement. If the Merger is consummated as contemplated, the Shares will be eligible for termination of registration under Section 12(g)(4) of the Act.

For the term of the Stockholders Agreement, each Stockholder agreed that at any annual, special or other meeting of the stockholders of the Company, and at any adjournment or adjournments thereof, and in connection with any action of the stockholders of the Company taken by written consent, such Stockholder will (a) appear in person or by proxy at each such meeting or otherwise cause the Common Shares beneficially owned by such Stockholder (other than the certain Common Shares described in the Stockholders Agreement) to be counted as present at such meeting for purposes of calculating a quorum, and (b) unless Sprint Nextel votes such Stockholder's Common Shares directly pursuant to the proxy granted by the Stockholders Agreement, (i) vote (or cause to be voted) its Common Shares (other than the certain Common Shares described in the Stockholders Agreement), in person or by proxy, in favor of adopting the Merger Agreement, approving the Merger and any other action of the stockholders of the Company reasonably requested by Sprint Nextel in furtherance thereof; and (ii) vote (or cause to be voted) its Common Shares (other than the certain Common Shares described in the Stockholders Agreement), in person or by proxy, against, and not deliver any written consent with respect to such Common Shares in favor of, any other Acquisition Proposal submitted for approval to the stockholders of the Company, unless Sprint Nextel consents in writing to such Stockholder voting in favor of, or delivering a consent with respect to, such other Acquisition Proposal. Acquisition Proposal means any proposal with respect to (i) a transaction pursuant to which any person (or group of persons) other than Sprint Nextel or its affiliates, directly or indirectly, acquires or would acquire more than 20% of the outstanding Common Shares or of the outstanding voting power of the Company, whether from the Company or pursuant to a tender offer or exchange offer or otherwise, (ii) a merger, share exchange, consolidation, business combination, recapitalization or any other transaction involving the Company (other than the Merger) or any of the subsidiaries of the Company pursuant to which any person or group of persons (other than Sprint Nextel or its affiliates) party thereto, or its stockholders, owns or would own more than 20% of the outstanding Common Shares or the outstanding voting power of the Company or, if applicable, the parent entity resulting from any such transaction immediately upon consummation thereof, or (iii) any transaction pursuant to which any person (or group of persons) other than Sprint Nextel or its affiliates acquires or would acquire control of assets (including for this purpose the outstanding equity securities of the subsidiaries of the Company and securities of the entity surviving any merger or business combination involving any of the subsidiaries of the Company) of the Company or any of the subsidiaries of the Company representing more than 20% of the fair market value of all the assets of the Company and the subsidiaries of the Company, taken as a whole, immediately prior to such transaction.

In addition, during the term of the Stockholders Agreement, no Stockholder may sell, transfer, pledge, encumber, assign, distribute, hypothecate, tender or otherwise dispose of, including by way of merger, consolidation, share exchange or similar transaction, whether voluntarily or by operation of law (collectively, a Transfer), or enforce the provisions of any redemption, share purchase or sale,

recapitalization or other agreement with the Company or any other person or enter into any contract, option or other arrangement or understanding with respect to any Transfer (whether by actual disposition or effective economic disposition due to hedging, cash settlement or otherwise) of, any of the Common Shares beneficially owned by such Stockholder, any other shares of capital stock of the Company acquired by such Stockholder after the date of the Stockholders Agreement (together with such Stockholder's Common Shares, the Total Shares), any securities exercisable or exchangeable for or convertible into Common Shares, any other capital stock of the Company or any interest in any of the foregoing with any person; provided, however, (i) such Stockholder may Transfer any of its Total Shares to any person so long as the transferee agrees, in form and substance satisfactory to Sprint Nextel, to be bound by and subject to the terms and conditions of this Agreement with respect to such Total Shares owned by such transferee and (ii) such restrictions shall not apply to certain Common Shares described in the Stockholders Agreement.

Each Stockholder also appointed Sprint Nextel, or any nominee of Sprint Nextel, for the term of the Stockholders Agreement, as such Stockholder's true and lawful attorney and irrevocable proxy, to vote the Total Shares of such Stockholder (other than the certain Common Shares described in the Stockholders Agreement) as such Stockholder's proxy, at every meeting of the Company's stockholders or any adjournment thereof or execute its proxy with respect to such Total Shares at every meeting of the Company's stockholders or any adjournment thereof, in favor of approving the Merger Agreement, the Merger and any other action of the Company's stockholders reasonably requested by Sprint Nextel in furtherance thereof; and against any other Acquisition Proposal submitted for approval to the Company's stockholders unless Sprint Nextel and such Stockholder determine to vote or consent in favor of such other Acquisition Proposal.

The Stockholders Agreement will terminate upon the earlier of the consummation of the Merger and the termination of the Merger Agreement in accordance with its terms.

The foregoing description of the transactions contemplated by the Merger Agreement and the Stockholders Agreement is qualified in its entirety by reference to the respective documents, copies of which are filed hereto as Exhibits A and B, respectively, each of which is incorporated herein by reference.

Except as set forth in this Statement, the Stockholders Agreement or the Merger Agreement, neither Sprint Nextel nor, to the knowledge of Sprint Nextel, any person listed on Schedule 1 hereto, has any plans or proposals that relate to or that would result in any of the actions specified in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

As of the date hereof, Sprint Nextel owns no Shares. For purposes of Rule 13d-3 under the Securities Exchange Act of 1934, as amended, however, as a result of entering into the Stockholders Agreement, Sprint Nextel may be deemed to possess beneficial ownership of an aggregate of 12,355,139 Common Shares representing approximately 7.6% of the issued and outstanding Common Shares. Sprint Nextel and the persons listed in Schedule 1 hereto, however, disclaim beneficial ownership of such securities, and this Statement shall not be construed as an admission that Sprint Nextel or any person listed on Schedule 1 hereto is the beneficial owner for any purpose of the securities subject to the Stockholders Agreement.

As of the date hereof, Sprint Spectrum, L.P., a wholly-owned affiliate of Sprint Nextel, owns a warrant to purchase 81,051 Common Shares with an exercise price that is significantly underwater in relation to the consideration in the Merger.

Except as described herein, neither Sprint Nextel nor, to the knowledge of Sprint Nextel, any person listed on Schedule 1 hereto, has acquired or disposed of any Shares during the past 60 days. Parts (d) and (e) of Item 5 are not applicable.

The foregoing description of the Stockholders Agreement is qualified in its entirety by reference to the Stockholders Agreement, a copy of which is filed hereto as Exhibit B, which is incorporated herein by reference.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The information set forth, or incorporated by reference, in Items 3, 4 and 5 is incorporated herein by reference. Except as described in this Statement, there are no contracts, arrangements, understandings or relationship (legal or otherwise) between Sprint Nextel or, to the best of its knowledge, any of the persons named in Schedule 1 to this Statement or between Sprint Nextel and any other person or, to the best of its knowledge, any person named in Schedule 1 to this Statement and any other person with respect to any securities of the Company, including, but not limited to, transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or losses, or the giving or withholding of proxies

Item 7. Material to be Filed as Exhibits.

1. Agreement and Plan of Merger, dated as of November 21, 2005, as amended, by and among Sprint Nextel Corporation, AHI Merger Sub Inc. and Alamosa Holdings, Inc. (filed as part of Alamosa Holdings, Inc.'s Proxy Statement on Schedule 14A, filed on December 22, 2005 and incorporated herein by reference).
2. Stockholders Agreement, dated as of November 21, 2005, as amended, by and among Sprint Nextel Corporation and certain stockholders of Alamosa Holdings, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Statement is true, complete and correct.

Date: January 12, 2006

SPRINT NEXTEL CORPORATION

By /s/ Gary D. Begeman

Name Gary D. Begeman

Title Vice President

**CERTAIN INFORMATION CONCERNING THE
DIRECTORS AND EXECUTIVE OFFICERS OF SPRINT NEXTEL CORPORATION**

Directors and Executive Officers of Sprint Nextel Corporation. Set forth below are the name, current business address and present principal occupation or employment for each executive officer and director of Sprint Nextel. The business address of each such executive officer and director is: c/o Sprint Nextel Corporation, 2001 Edmund Halley Drive, Reston, Virginia 20191. Unless otherwise noted, each such person is a citizen of the United States.

Directors of	
Sprint Nextel	Present Principal Occupation or Employment
Executive	
Officers of	
Sprint Nextel	Present Principal Occupation or Employment
Keith J. Bane	Retired; formerly Executive Vice President and President, global strategy and corporate development of Motorola, Inc.
Gordon M. Bethune	Retired; formerly Chairman and Chief Executive Officer of Continental Airlines, Inc.
William E. Conway, Jr	Founder and Managing Director of The Carlyle Group
Timothy M. Donahue	Chairman of the Board of Sprint Nextel Corporation
Frank M. Drendel	Chairman and Chief Executive Officer of CommScope, Inc.
Gary D. Forsee	Chief Executive Officer and President of Sprint Nextel Corporation
James H. Hance, Jr.	Retired; formerly Vice Chairman of Bank of America Corporation
V. Janet Hill	Vice President of Alexander & Associates, Inc.
Irvine O. Hockaday, Jr.	Retired; formerly President and Chief Executive Officer of Hallmark Cards, Inc.
William E. Kennard	Managing Director of The Carlyle Group
Linda Koch Lorimer	Vice President and Secretary of the University, Yale University, New Haven, Connecticut
Stephanie M. Shern	Retired; former Senior Vice President of Kurt Salmon Associates
William H. Swanson	Chairman and Chief Executive Officer of Raytheon Company
Mark E. Angelino	President, Business Solutions
William G. Arendt	Controller
Daniel R. Hesse	Chief Executive Officer, Local Telecommunications Division
Timothy E. Kelly	President, Consumer Solutions
Thomas N. Kelly, Jr.	Chief Strategy Officer
Leonard J. Kennedy	

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James G. Kissinger
Len J. Lauer
Richard T.C. LeFave

General Counsel of Sprint Nextel Corporation and Vice President
of Nextel Communications, Inc.

Senior Vice President, Human Resources

Chief Operating Officer

Chief Information Officer

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Executive

Officers of

Sprint Nextel

Present Principal Occupation or Employment

Richard S. Lindahl

Paul N. Saleh

Kathryn A. Walker

Barry West

Treasurer

Chief Financial Officer of Sprint Nextel Corporation and President
and Chief Financial Officer of Nextel Communications, Inc.

Chief Network Officer

Chief Technology Officer*

*Mr. West is a citizen of the United States and the United Kingdom.