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SEP - 6 1994

**McFADDEN, EVANS & SILL**

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LEONARD W. DOOREN, III\*  
NANCY L. KILLIEN\*\*  
R. BRADLEY KOERNER

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

ALSO ADMITTED:

N.Y., IND., OHIO, MD., PA.,  
VA., CONN., N.J., CA.

\*ADMITTED MD. & N.J. ONLY  
\*\*ADMITTED CA. & VA. ONLY

September 6, 1994

DOCKET FILE COPY ORIGINAL

Secretary  
Federal Communications Commission  
1919 M Street, N.W.  
Washington, D.C. 20554

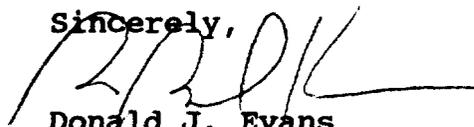
Re: CC Docket No. 94-11  
File No. 10209-CL-P-715-B 88  
In re Application of Telephone and Data Systems, Inc. for  
Facilities in the Domestic Public Cellular  
Telecommunications Radio Service on Frequency Block B in  
Market 715, Wisconsin 8 (Vernon), Rural Service Area  
Submission of Transcripts of Depositions

Dear Mr. Caton:

Attached herewith are an original and two copies of transcripts of depositions, taken in the above referenced matter, of the following individuals: Allison T. Compeaux, James P. Brady, John A. Brady, Jr., and Sinclair H. Crenshaw.

Please do not hesitate to contact the undersigned counsel should you have any questions in this regard.

Sincerely,



Donald J. Evans  
R. Bradley Koerner  
Counsel for GTE Mobilnet Incorporated

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SEP - 6 1994

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BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D. C. 20554

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

DOCKET FILE COPY ORIGINAL

\* \* \* \* \*  
IN RE: APPLICATION OF  
TELEPHONE AND DATA  
SYSTEMS, INC.  
FOR FACILITIES IN THE  
DOMESTIC PUBLIC CELLULAR  
TELECOMMUNICATIONS RADIO  
SERVICE ON FREQUENCY BLOCK  
B, IN MARKET 715,  
WISCONSIN 8 (VERNON),  
RURAL SERVICE AREA  
\* \* \* \* \*

CC DOCKET NO.  
94-11  
FILE NO.  
10209-cl-  
p-715-b-88

ORIGINAL

# EXHIBITS

Deposition of JAMES P. BRADY, taken  
on Tuesday, July 19, 1994, at the offices  
of Lafourche Telephone Company, 112 West  
10th Street, Larose, Louisiana, 70373.



RECYCLED

ALL-STATE LEGAL SUPPLY CO., 1-800-222-0510 PD11

MEMO: Friday, August 21, 1987

TO: John Brady  
Pat Brady

FROM: Kit Crenshaw

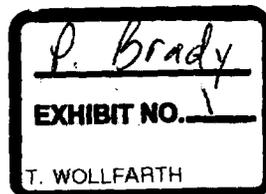
re: Chicago trip

Per John's request to document our trip, I am submitting to you this memo for your approval.

We met most of TDS's top management as new partners in La Star Cellular's joint venture. We were shown their corporate offices.

Mr. Carlson discussed with us the future of the cellular business and the need for companies like ours to be involved. It was agreed by all that we would have the final say so over management and major decisions faced by La Star in the future. Basically the meeting was an affirmation by TDS to live up to the Joint Venture agreement that we had with Maxcell.

John was felt out by Mr. Carlson as to any interest in selling our MSA.



5A04852



MEMORANDUM

TO: John & Pat

FROM: Kit

RE: Conference Call - June 28, 1989

Participants: John Brady, Kit Crenshaw, Mike Rhone, &  
Lee Roy Carlson

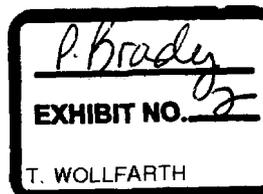
We discussed the relative Value of St. Tammany Parish as compared to the rest of the New Orleans MSA. It was the consensus of all that St. Tammany was more valuable per pop than any other parish in the state of Louisiana. This lead to overall agreement that St. Tammany is worth at least 21.6% of the New Orleans MSA.

Because of the impending meeting with the FCC and the necessity of developing a Counter-Proposal, it was proposed by Kit and agreed to by all that the following proposal be made to BellSouth Mobility:

St. Tammany should be treated as an RSA with LaStar owning 50% and BMI owning the remaining 50%. LaStar would operate the St. Tammany Parish area under a contract identical to the one proposed and operated under by BellSouth Mobility in several other RSA's. In effect, offer their contract to them as a minority company. that they have offered to other as "fair"

It was discussed that BellSouth had expressed interest in settling this case with some RSA's. John Brady explained that because MobileTel was a SJI company and is one of three applicants in RSA 8 and one of two in RSA 9 there could be a problem vis-a-vis LaStar. John went on to further explain that since La Star was formed to only operate in the New Orleans MSA that there should be no problem here. It was agreed to by all that was the case here and that as long as LaStar stuck to the New Orleans market only and that MoblieTel stayed out of New Orleans that there was no problem of conflict of interest by either SJI or TDS interest.

Call adjourned by wishing all good luck.





Sent to J } 7/7/89  
P } (u)

*[Handwritten initials and scribbles]*  
L-28

MEMORANDUM

TO: John Brady  
Pat Brady

FROM: Kit Crenshaw

DATE: July 7, 1989

RE: Conference call on Wednesday, June 28, 1989

Conference Call Participants: John Brady  
Kit Crenshaw  
Lee Roy Carlson  
Mike Rhone

We discussed the relative value of St. Tammany Parish as compared to the rest of the New Orleans MSA. It was the consensus of all that St. Tammany was more valuable per pop than any other parish in the state of Louisiana. This leading to an overall agreement that St. Tammany is worth at least 21.6% of the New Orleans MSA.

Because of the impending meeting with the FCC and the necessity of developing a counter-proposal, it was further agreed that the following proposal be made to BellSouth Mobility:

- St. Tammany should be treated as an RSA with LaStar owning 50% and BMI owning the remaining 50%. LaStar would operate the St. Tammany Parish area under a contract identical to the one proposed by BellSouth Mobility and several other RSAs.

John Brady explained that any proposal on RSA 8 or 9 could cause confusion because MobileTel (a wholly owned SJI subsidiary), is one of three applicants in RSA 8 and one of two applicants in RSA 9. Mr. Brady expressed concern that the interest of LaStar not be confused or intermingled with the interest of MobileTel. It was agreed by all parties that as long as LaStar stuck with New Orleans or any other RSA or MSA besides 8 and 9, there would be no possibility of a conflict of interest. It was agreed that John Brady, Pat Brady, Kit Crenshaw, and Mike Rhone shall attend a meeting at the FCC with BellSouth Mobility and LaStar's attorney Art Belenduik on June 30, at 10:00 A.M. Eastern time.

Kit Crenshaw

*[Handwritten signature: k. Brady]*  
EXHIBIT NO. 3  
T. WOLLFARTH



1-2-91 GC

LAW OFFICES

SMITHWICK & BELENDIUK, P.C.

2033 M STREET, N.W.

SUITE 207

WASHINGTON, D.C. 20036

TELECOPIER  
(202) 785-2804

TELEPHONE  
(202) 785-2800

January 29, 1991

**FEDERAL EXPRESS**

**M E M O R A N D U M**

Henry Lafont, Esquire  
230 West Main Street  
Larose, LA 70373

From: Arthur V. Belendiuk *AVB*  
Russell E. Arkin

Re: Joint Venture Agreement between SJI Cellular, Inc.  
and Star Cellular Telephone Company

Thanks for taking the time to speak with me concerning the Joint Venture Agreement of La Star Cellular Telephone Company, a joint venture owned 51 percent by SJI Cellular, Inc. ("SJI") and 49 percent by Star Cellular Telephone Company ("Star"). I am enclosing the original Joint Venture Agreement and an amendment thereto. As I mentioned, La Star Cellular Telephone Company ("La Star") and a subsidiary of BellSouth, New Orleans CGSA, Inc. ("NOCGSA") are engaged in a competitive hearing at the Federal Communications Commissions for the right to provide cellular telephone service to a portion of the New Orleans metropolitan area. Under the FCC's rules, SJI Cellular, the de jure 51 percent owner of the joint venture, must at all times here maintained de facto control over the joint venture. NOCGSA has alleged that de facto control has passed from SJI to the 49 percent joint venturer, Star Cellular Telephone Company, owned by United States Cellular Corporation ("USCC"), a subsidiary of Telephone and Data Systems, Inc. ("TDS"). NOCGSA has alleged that certain of the super majority provisions in the joint venture agreement and the fact that La Star is obtaining financing from TDS signify that Star has an impermissible degree of control over the joint venture. These allegations are ones which we can meet by reference to FCC precedent. However, if you have a look at the super majority provisions and know of any interpretations of these provisions vis a vis de facto control under Louisiana law, we would be grateful.

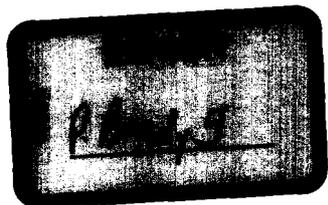
However, we are most interested in your looking at certain of the procedural requirements in the original Joint Venture Agreement which have not been formally observed. It is the failure to meet these provisions, in conjunction with the other

*P. Brady*  
EXHIBIT NO. *4*  
T. WOLLFARTH

AB00875







MEMORANDUM

TO: PAT BRADY  
JOHN BRADY  
TONY DUET

FROM: KIT CRENSHAW

DATE: MARCH 16, 1988

Please find attached opposition made by Bell South Mobility in our LaStar litigation for the New Orleans CGSA. This opposition takes several arguments made by us against OTC and attempts to use them against LaStar in New Orleans. Howard Symons notified me of this and sent me this copy.

I have yet to hear from Art Belendiuk. He asked Howard if he reviewed this opposition and whether or not it weakened either case. Howard said that this is a bunch of "bull shit" and that the facts are so different that it is a nonsensical argument. I asked Howard if this opposition weakened our case against OTC in any way and he said no.

I assured Howard that any further filings made by LaStar or against LaStar would be copied to him and that I want to be notified immediately if anything threatens our Houma-Thibodaux case. I have contacted Art Belendiuk and require of him that before any filings are made on behalf of LaStar, that Howard Symons has an opportunity to review such filings to protect our Houma-Thibodaux license and vice versa.

I shall keep you informed as future facts dictate.

K.C.

cc: Bonnie Savoie

SJI 000557





LAW OFFICES  
SMITHWICK & BELENDIUK, P.C.

TELECOPIER  
(202) 785-2804

2033 M STREET N.W.  
SUITE 207  
WASHINGTON, D.C. 20036

TELEF  
(202) 78

July 31, 1989

Mr. LeRoy T. Carlson, Chairman  
Telephone & Data Systems, Inc.  
79 West Monroe Street  
Chicago, Illinois 60603

Dear Mr. Carlson:

Enclosed is an Order from the Court of Appeals denying La Star's Motion for Expedited Consideration. The Order also denies BelleSouth's Motion to Hold in Abeyance. For the time being, at least, the two parties have wrestled themselves to a draw.

As things stand now, I expect La Star's initial Brief in this proceeding to be due sometime in September with oral argument set in the early part of next year. I will keep you informed of developments as they occur.

Sincerely,

Arthur V. Belendiuk

AVB/pn.A0731  
Enc.

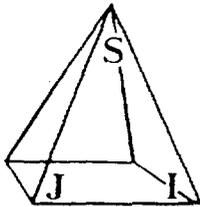
cc: Mr. John Brady  
Mr. Pat Brady  
Mr. Donald Nelson  
Alan Naftalin, Esquire  
Mr. Michael Hron

AB01462



EXHIBIT  
*P. Brady 7*

RECEIVED APR 10 1990



**SJI, Inc.**

**COPY**

112 West 10th Street  
Post Office Box 188  
Larose, Louisiana 70373  
(504) 693-4567

April 10, 1990

Leroy T. Carlson, Chairman  
Telephone and Data Systems, Inc.  
79 West Monroe Street  
Chicago, Illinois 60603

Dear Mr. Carlson:

Attached please find copies of internal memorandums concerning the meeting of August 18 - 19, 1987, in Chicago and the telephone conference of June 28, 1989 concerning LaStar.

Would it not be appropriate, utilizing these memorandums and your own, to have official minutes of the joint venture drawn and agreed upon.

Please review and let me have your comments.

Sincerely,

John Brady, Jr.  
Chairman, Management Committee  
LaStar Cellular, Inc.

bc  
Enclosures  
cc Donald Nelson  
Art Belendiuk ✓

The SJI Family:

Lafourche Telephone Company, Inc. • SJI Cellular, Inc.  
SOLA Communications, Inc. • Control Systematologists, Inc.  
Lafourche Telecommunications Financial Co., Inc. • MobileTel, Inc.

AB01396

MEMO: Friday, August 21, 1987

TO: John Brady  
Pat Brady

FROM: Kit Crenshaw

re: Chicago trip

Per John's request to document our trip, I am submitting to you this memo for your approval.

We met most of TDS's top management as new partners in La Star Cellular's joint venture. We were shown their corporate offices.

Mr. Carlson discussed with us the future of the cellular business and the need for companies like ours to be involved. It was agreed by all that we would have the final say so over management and major decisions faced by La Star in the future. Basically the meeting was an affirmation by TDS to live up to the Joint Venture agreement that we had with Maxcell.

John was felt out by Mr. Carlson as to any interest in selling our MSA.

AB01397

MEMORANDUM

TO: John & Pat

FROM: Kit

RE: Conference Call - June 28, 1989

Participants: John Brady, Kit Crenshaw, Mike Rhone, &  
Lee Roy Carlson

We discussed the relative Value of St. Tammany Parish as compared to the rest of the New Orleans MSA. It was the consensus of all that St. Tammany was more valuable per pop than any other parish in the state of Louisiana. This lead to overall agreement that St. Tammany is worth at least 21.6% of the New Orleans MSA.

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Call adjourned by wishing all good luck.



TABLER  
P. Brady 8

107-5700

LAW OFFICES  
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(202) 788-2804

2033 M STREET, N.W.  
SUITE 207  
WASHINGTON, D.C. 20028

TELEPHONE  
(202) 788-2800

June 13, 1990

VIA FACSIMILE  
(202) 467-5915  
(504) 693-0230

Alan Y. Naftalin, Esquire  
Kotzen & Naftalin  
1150 Connecticut Ave., N.W.  
Washington, DC 20036

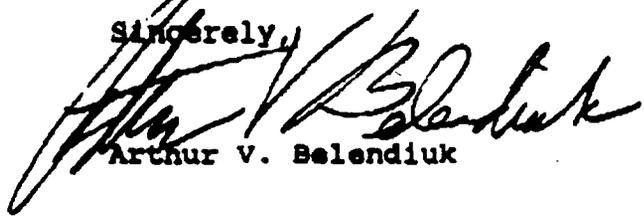
Mr. Kit Krenshaw  
La Fourche Telephone Company, Inc.  
112 W Tenth Street  
P.O. Box 188  
La Rose, LA 73073

Gentlemen:

Enclosed is a copy of an Amendment to Joint Venture Agreement of La Star Cellular Telephone Company, incorporating the changes I sent to you by facsimile yesterday. I have scheduled a telephone meeting of the partners on Friday, June 15, 1990 at 11:00 a.m. Eastern Daylight Time.

If you have any questions, please call.

Sincerely,

  
Arthur V. Belendiuk

Enc.  
AVB/lmv.A0613

*L. Belendiuk*

*add'l*



RECYCLED

ALL-STATE LEGAL SUPPLY CO. 1-800-222-9510 ED11

MEMORANDUM

TO: Tomy Duet  
FROM: Kit Crenshaw  
SUBJECT: SJI Cellular Inc.  
CC: John Brady  
DATE: July 5, 1990

Effective on May 31, 1990 the Joint Venture Agreement between SJI Cellular Inc. and Star Cellular (US Cellular - TDS) was amended in accordance with legal recommendations to provide that from that date forward, all expenses of proceeding with the LA STAR case would be borne in accordance with the percentage of ownership. SJI owns 51% and Star owns 49%. Furthermore it was agreed that any expenses incurred up to that date would not be chargeable to the joint venture now or in the future.

Attached is the first bill. Before I contact Donald Nelson of US Cellular for their 49% and to find out what documentation they are looking for would you please let me know how you and your staff would prefer to see this handled now and in the future.

7-5-90

*Kit*

The attached documentation is okay - except that in the future Invoices should be addressed to "LA STAR". In addition an official representative of "LA STAR" should appear the Bill for Payment.

A copy of the Joint Agreement would be nice for future reference.

A statement of approval to pay the bill by SJI (ADVANCES) by SJI to (LA STAR) from SJI official.

From a legal standpoint - is it advisable for LA STAR to make payments direct. Or is it ok for SJI to pay Bill for them? Please advise - we have no books set up for LA STAR - no checking acct. to my knowledge.

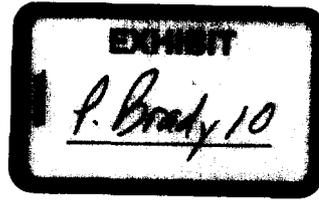
We can pay Bills in total and Invoice the 49% come for in share.

LET'S TALK ABOUT THIS

TD

AB02222





La Star  
F-26

LAW OFFICES  
SMITHWICK & BELENDIUK, P.C.

TELECOPIER  
(202) 785-2804

2033 M STREET, N.W.  
SUITE 207  
WASHINGTON, D.C. 20036

TELEPHONE  
(202) 785-2800

August 10, 1990

FEDERAL EXPRESS

Mr. Sinclair H. Crenshaw  
LaFourche Telephone Company, Inc.  
112 West Tenth Street  
P.O. Box 188  
LaRose, LA 70373

Dear Kit:

Enclosed are Declarations for the La Star proceeding for yourself, John Brady, Jr., and James P. Brady. Please review your Declaration, and have John and Pat review theirs, then sign and date them where indicated, and return them to me by Federal Express for filing with the Commission on Tuesday, August 14, 1990.

If you have any questions, please call.

Sincerely,

  
Arthur V. Belendiuk

AVB/pn.B0810  
Enc.