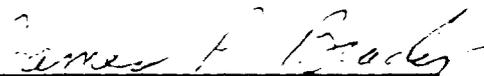


**DECLARATION
OF
JAMES P. BRADY**

I, James P. Brady, hereby declare under penalty of perjury that the following declaration is true and accurate to the best of my knowledge and belief.

I am a Vice President and a Chairman of the Board of SJI, Inc. ("SJI") I am Vice Chairman of La Star Cellular Telephone Company's ("La Star") Management Committee. I have reviewed La Star's Motion for Summary Decision and I have reviewed the Declaration of John A. Brady, Jr. and find them to be true and correct in every respect.

Executed this 13th day of August, 1990.


James P. Brady

**DECLARATION
OF
SINCLAIR H. CRENSHAW**

I, Sinclair H. Crenshaw, hereby declare under penalty of perjury that the following declaration is true and accurate to the best of my knowledge and belief.

I am house counsel for SJI, Inc. ("SJI") and Vice President of Lafourche Telephone Company ("Lafourche") in charge of planning, legal and regulatory affairs. I am a member of the La Star Cellular Telephone Company ("La Star") Management Committee. I have reviewed La Star's Motion for Summary Decision and I have reviewed the Declaration of John A. Brady, Jr. and find them to be true and correct in every respect.

John A. Brady, Jr. delegated to me the more routine aspects of the La Star proceeding. Thus, I was La Star's counsel's contact point for such matters as cell site renewals and tax returns. In the matter of the tax returns, I would forward the returns to United States Cellular Corporation ("USCC") for processing. La Star, to date, has no income, only expenses. Pursuant to the terms of the Joint Venture Agreement, Star was responsible for paying all of the expenses involved in prosecuting La Star's application. Accordingly, I requested that, USCC, Star's parent Company, prepare La Star's tax returns.

Executed this 13th day of August, 1990.


Sinclair H. Crenshaw

**DECLARATION
OF
JOHN A. BRADY, JR.**

I, John A. Brady, Jr., hereby declare under penalty of perjury that the following declaration is true and accurate to the best of my knowledge and belief.

I am the Chairman of the Management Committee of La Star Cellular Telephone Company ("La Star") and will be the General Manager of the cellular system in St. Tammany Parish. I am President, Secretary, Treasurer and director of SJI, Inc. ("SJI") which is the parent company of SJI Cellular, Inc. ("SJI Cellular"), the 51 percent venturer of La Star.

SJI is also the parent company of Lafourche Telephone Company, Inc. ("Lafourche"). Lafourche is a wireline telephone company formed in 1948 and currently has approximately 11,500 access lines. In addition to basic telephone service, Lafourche also provides IMTS paging and mobile marine services.

I am the son of the founder of Lafourche. I was trained in the company and have worked in the telecommunications industry in Louisiana for over 30 years, and will be the General Manager of La Star's St. Tammany Parish cellular system.

SJI is also the parent company of MobileTel, Inc. ("MobileTel"). MobileTel is the wireline licensee in the Houma-Thibodaux MSA. (See Attached Table 1) MobileTel is also the tentative selectee in Louisiana RSAs 8 and 9. (See Attached Table 1) BellSouth Mobility ("BellSouth") has filed Petitions to Deny our applications in Louisiana RSAs 8 and 9. These two RSAs

as well as the Houma-Thibodaux MSA, directly border on the New Orleans MSA. SJI, through MobileTel has a strong community of interest with the New Orleans MSA, including St. Tammany Parish. SJI's primary interest and base of operation is southeastern Louisiana. It is in SJI's best financial self-interest that La Star remain under the control and management of SJI Cellular.

Frankly, New Orleans CGSA, Inc.'s ("NOCGSA") accusation that SJI Cellular did or would ever relinquish control of St. Tammany Parish is preposterous. SJI Cellular is no more likely to relinquish control of St. Tammany Parish than NOCGSA is to voluntarily withdraw from this litigation. Both have fought long and hard for the same territory and neither is likely to relinquish its position to anyone.

My initial contact on the La Star project came from William Erdman of Maxcell Telecom Plus, Inc. ("Maxcell"). Maxcell, one of Star Cellular Telephone Company's ("Star") original venturers, had experience preparing cellular applications and therefore, Star offered to pay for the filing and prosecution of the applications in return for a 49 percent interest in the application. At the time, SJI had no cellular experience. SJI did not file for the Houma-Thibodaux MSA and Louisiana RSAs 8 and 9 until several years later. An agreement was reached between SJI and Maxcell. SJI would retain 51 percent of the venture and would appoint three of the five members of a management committee. In return for receiving a 49 percent interest in an application it would otherwise not be authorized to file, Star

agreed to bear the cost of preparing and prosecuting the application. At that time, no one believed that this litigation would go on for seven years. As a minority venturer, Star wanted certain protections and guarantees that its interest would not be squandered. For example, since Star was providing 100 percent of the financing in prosecuting the application, it wanted to have a say in any final settlement of the proceeding.

I reviewed the Joint Venture Agreement before I signed it and had my attorney review it. I was advised that the provisions contained in the Joint Venture Agreement were reasonable and prudent and fully complied with all aspects of FCC Rules and policies. On this basis, I entered into the Joint Venture Agreement.

In negotiating with Star, I had certain requirements regarding the proposed system. Chief among these was the system design. As I stated at my deposition:

"From the very inception of the filing, from the very first filing, I laid out the parameters that the engineers would engineer the system under, and the specs I would want them to meet. The initial system was six cells at my insistence, and I did it for a couple of fundamental reasons. One of which, I wanted a better system than BellSouth Mobility had. The second of which, I wanted to commit the 49 percent partner to what I considered a long range system and not a short range system. The engineers did comply with my request and that is exactly what we filed." (John A. Brady Deposition TR 108)

Had the system not been designed to my specifications I would not have allowed the application to be filed.

From the very inception of the joint venture, SJI Cellular has been in full and complete control of the enterprise. At no

time, either prior to United States Cellular Corporation's ("USCC") purchase of Star or after the purchase, has SJI Cellular given up control of La Star, nor has Star attempted to exert control. There has not been a single instance in which Star has threatened to withhold payment in return for concessions on my part. The St. Tammany Parish application is too important to my company to allow anyone, at any time, to gain control over it.

La Star has independent legal counsel and an independent engineering consultant. Both work for La Star and not for SJI. To my knowledge, neither work for USCC, TDS or their affiliates. Arthur V. Belendiuk was La Star's counsel before USCC purchased its minority interest in La Star. Richard L. Biby was retained as La Star's engineering consultant on the advice of counsel.

To date, La Star's Management Committee has functioned on an informal basis. La Star's primary activity, so far, has been to enforce its right to file and prosecute its application for the construction and operation of a cellular system in St. Tammany Parish. The greatest number of decisions that La Star has had to make have involved the course of action and direction of the litigation. Usually, I or Sinclair H. Crenshaw, an employee of SJI and a member of the Management Committee, receive a telephone call from Mr. Belendiuk. We discuss a particular course of action to follow and then I or Mr. Crenshaw instruct Mr. Belendiuk on how to proceed. Mr. Belendiuk then usually calls someone at USCC, Star's parent company, and advises them of the course of action to be taken. If there is no disagreement (and

there has never been any), there is no need for a meeting between SJI Cellular and Star. In each and every instance that I, or any member of the Management Committee representing SJI Cellular, has instructed Mr. Belendiuk to take a particular course of action, Mr. Belendiuk has proceeded as specifically instructed. No action has been taken by La Star, either directly or indirectly through its counsel or consulting engineer, at any time, that I was not aware of and that I did not approve in advance.

The two venturers, SJI Cellular and Star have rarely had the need to meet to discuss specific business. I am aware of three specific meetings (though there have been numerous telephone calls which were necessary to conduct routine business). The first was held in Chicago, Illinois immediately after USCC purchased its interest in Star. Present at that meeting on behalf of Star were Kenneth R. Meyers, and H. Donald Nelson. Also present were other members of USCC's management team including Telephone and Data Systems, Inc.'s ("TDS") Chairman of the Board, Leroy Carlson, Sr. The primary purpose of the meeting was to assure SJI Cellular that USCC would in no way attempt to change the terms of the Joint Venture Agreement and that the management of La Star would remain with SJI Cellular. Since that time, USCC has faithfully complied with the terms of the Agreement. USCC has never taken any action on behalf of La Star that I was not aware of or that I did not fully approve in advance. Actions taken by USCC have been taken because I,

individually or through counsel, have requested USCC's assistance.

The second meeting, was a telephone conference held June 28, 1989 by the Management Committee. At that time, a meeting was scheduled at the FCC between La Star and NOCGSA to discuss settlement. Because of the wide variety of options and the different perspectives of the two venturers, a telephone conference was held. Several settlement options were discussed and, in the end, the Committee unanimously agreed to follow the settlement plan proposed by Mr. Crenshaw, a member of the Management Committee, appointed by SJI Cellular.

A third meeting of the Management Committee was held (by telephone) in June, 1990 to discuss amendment of the Settlement Agreement. The purpose of the amendment, as drafted by counsel for La Star, was to remove certain supermajority voting provisions which had never been invoked and which were of little consequence to SJI Cellular, and to require SJI Cellular to pay 51 percent of the costs of prosecuting the application. Again, the Management Committee unanimously agreed to the amendment and have been abiding by it since its effective date, May 31, 1990.

Section 4.5 of the Joint Venture Agreement prevents Star, USCC, TDS and their affiliates, directors, officers or employees from entering into any agreement or transaction with La Star for the construction, management, operation, maintenance and marketing of La Star's system and the marketing of La Star's services and products at the wholesale or retail level. Further,

Star, USCC, TDS and their affiliates, directors, officers, or employees shall not construct, manage, operate or maintain La Star's system nor market La Star's services and products. I believe Section 4.5, prior to and after the amendment, fully protects SJI Cellular from any undue influence from Star. Further, even if the Joint Venture Agreement did not contain this provision, for USCC to provide any of these services would require a majority vote of the Management Committee. As I have previously stated, St. Tammany Parish is too important to the development of SJI's cellular service to allow its operation to be delegated to any party. Under no circumstances would I allow anyone other than SJI Cellular to construct, operate or manage the St. Tammany Parish system. In time, it is my plan for St. Tammany Parish to become an integral part the SJI family of cellular systems.

In the three years since USCC purchased its interest in Star, SJI Cellular has requested only limited support and assistance from USCC. In 1987, when La Star amended its application to update information provided in 1983, USCC assisted by preparing a budget which was used in calculating La Star's construction and first year operating costs. At the time, the Houma-Thibodaux cellular system was not yet operational, and USCC had real world operating numbers and agreed to share those with La Star. Any numbers that La Star could have produced without the help of USCC would have been less accurate. I discussed this matter with La Star's counsel and the Management Committee agreed

to request that USCC produce a budget. I reviewed the work in progress and reviewed the final exhibit before it was submitted to the FCC. While USCC worked on preparing the budget, I was responsible for each and every exhibit in the 1987 amendment. No single exhibit was prepared without my prior approval. No document was submitted to the FCC unless I had an opportunity to review it and check it for accuracy.

La Star also amended its financial showing in 1987. The showing was based on a commitment from TDS supported by a letter from Harris Bank. The financial commitment from American Security Bank submitted in La Star's 1983 application was no longer available. In addition to negotiating a commitment from TDS, I contacted Jackson Bank of Mississippi and First Interstate Bank in Thibodaux, Louisiana. The financing package available from TDS was considerably better than that offered by Jackson Bank or First Interstate Bank. I believed it was in the best interest of La Star to use the best available financing.

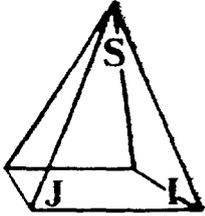
The fact that TDS has promised to supply the necessary financing for construction and first year operating expenses of the St. Tammany Parish system, does not give TDS any right to control or operate the St. Tammany Parish system. First, neither TDS nor USCC has ever tried to exercise control as a result of TDS's commitment of financing. Second, should such an event occur, SJI and its affiliate companies have sufficient financial resources to acquire financing on short notice from another financial institution.

I am aware that USCC paid for attorney's fees, engineering fees, consulting fees and renewals of cell site options, pursuant to the Joint Venture Agreement, and that an employee at USCC executed cell site option agreements at SJI Cellular's request. TDS also prepared La Star's 1988 and 1989 tax returns at SJI Cellular's request. I was aware of all of the actions at the times they occurred. They give USCC or TDS no right to control the affairs of La Star.

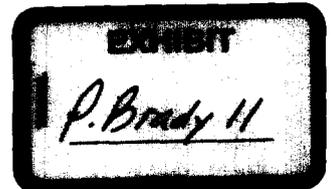
Executed this ____ day of August, 1990.

John A. Brady, Jr.





SJI, Inc.



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

January 3, 1991

COPY

Mr. Donald H. Nelson
U.S. Cellular
8410 West Brynmar
Suite 700
Chicago, IL 60631

Re: LaStar Cellular

Dear Mr. Nelson:

You will find enclosed copies of requests for payment of US Cellular's 49% share of LaStar Cellular expenses. These invoices total \$76,966.41. Please place these invoices in line for payment. All of the invoices are past due, and your prompt attention will be appreciated.

Also, there is the matter of the records of LaStar Cellular. Prior to our latest arrangement, you were keeping accounting records and preparing the tax returns as instructed by the management committee. I have been informed by the management committee that we will now assume those duties. Would you please call me to discuss how we are going to secure the records in order to fulfill our responsibility.

Yours very truly,

Tony Duet
Controller, SJI, Inc.

Enclosure

The SJI Family:

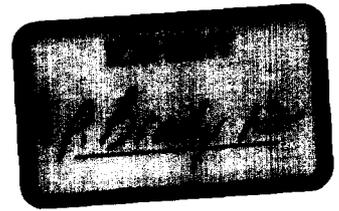
Lafourche Telephone Company, Inc. • SJI Cellular, Inc.
SOLA Communications, Inc. • Central Systematologists, Inc.
Lafourche Telecommunications Financial Co., Inc. • MobileTel, Inc.

SJI 000269



POTOSI COMPANY

128 South Congress, Suite 1208
Lafayette, Mississippi 39301-3306



Telephone (601) 255-1823

Facsimile (601) 253-0960

February 22, 1993

Mr. Pat Brady
Mr. John Brady, Jr.
Lafourche Telephone Company
Post Office Box 188
Lerose, Louisiana 70373

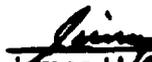
Dear John and Pat:

We tried to call you this afternoon, but you were out, and this letter is in explanation of our call. We filed a response last week against a recent TDS filing (see enclosed). We don't feel that it has any effect on you, but have received a copy of a letter from our attorney today which concerned us (copy enclosed, Kenneth Hardman).

We would be happy to make a supplemental filing to the effect that our response intended no reflection on you, and in fact was directed only toward TDS. This was our intention. We feel that the substance of our response said as much, but if you feel it would be helpful, we would be happy to make that clarification.

On the other hand, you may wish that no such filing be made, and we will honor your wishes.

Very sincerely yours,



James H. Creekmore



Wade H. Creekmore, Jr.

W

SJI 005731

KENNETH E. HARDMAN, P.C.

Attorney At Law

1255 - 15th Street, N.W.

Suite 120

Washington, D.C. 20007-1170

DIRECT DIAL: (202) 233-3772

TELEPHONE: (202) 833-3416

T 95 Cell
New Orleans
Black
"Hardman
Response"

February 18, 1993

FEDERAL COMMUNICATIONS COMMISSION
1919 M Street, N.W.
Room 222
Washington, D.C. 20554

Attention: Mobile Services Division
Common Carrier Bureau

Re: Petition of United States Cellular
Corporation to Delete or Nullify the
Effect of Footnote Three, Application
of La Star Cellular Telephone Company,
et al., CC Docket No. 90-257

Ladies and Gentlemen:

The undersigned is in receipt of a "courtesy copy" of the above-referenced petition, which was filed with the Commission under date of February 2, 1993. The petition was sent to the undersigned evidently because I filed supplements in two application proceedings discussing the impact of footnote 3 in the La Star decision, 7 FCC Rcd 3762 (FCC 1992), which is also the focus of the petition.

Reviewing the contents of the petition, it plainly is an extraordinary, collateral attack on the merits of the Commission's La Star decision, and is thus no more than an untimely petition for reconsideration of that decision. However, as the Commission well knows, it has no power to even entertain a belated petition for reconsideration. See, e.g., Reuters Ltd. v. FCC, 781 F.2d 946, 951-952 (D.C.Cir. 1986).

Moreover, and of particular relevance to the undersigned, footnote 3 does not exclusively govern licenses held by Telephone and Data Systems, Inc. and its affiliated companies. Rather, it also governs licenses held by SJI, Inc. and its affiliated companies, including MobileTel, Inc., the licensee in the Louisiana 8 and 9 RSAs. As a result of the Commission's statements in footnote 3, my client Columbia Cellular, Inc. has raised in the proceedings in File Nos. 10538-CL-P-461-B-89 and 10539-CL-P-462-B-89 the fitness of MobileTel, Inc. to hold the licenses in those markets. Wholly apart from the insurmountable procedural bar to the

SJI 005732

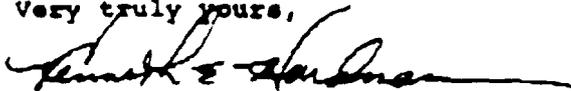
KENNETH E. HARDMAN, P. C.

Federal Communications Commission
February 18, 1993
Page Two

petition, as noted above, the petition is thus substantively flawed as well.

Under these circumstances, the only proper course for the Commission to take is to return the petition as defective.

Very truly yours,



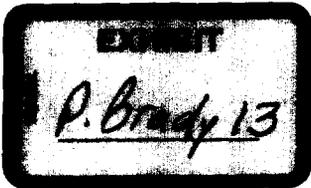
Kenneth E. Hardman

cc: Mark D. Schneider, Esquire
Peter M. Connolly, Esquire ✓
Arthur V. Belendiuk, Esquire
L. Andrew Tollin, Esquire
David L. Hill, Esquire
William J. Sill, Esquire
Russell D. Lukas, Esquire

SJI 005733

ALL-STATE LEGAL SUPPLY CO. 1-800-222-0530 EDI* RECYCLED





Assumes TDS has no rights or expectation to operate for LaFourche

<u>BELL SOUTH INTEREST</u>	<u>FROM OUR JV</u>	<u>TO US</u>	<u>ATTRACTIVE TO LaFOURCHE</u>	<u>ATTRACTIVE TO TDS</u>
Highest I	Out of MSA for	a) <u>Cash</u>	5 lowest	lowest
		b) <u>RSA</u> -7 -8 -9	6 lowest -3 -1 -2	low -1 -2 -3
		c) <u>MSA Lafayette Baton Rouge</u>	2 higher 3 higher	high higher
High II	Drop suit for New Orleans	Minority of all of New Orleans	4 lower	low
Lowest III	Drop suit for New Orleans	Partition of North New Orleans	1 highest	high

1 BEING HIGHEST
6 BEING LOWEST

MGH/645/JJB/Chart-A

Assumes TDS has no rights or expectation to operate for LaFourche

<u>BELL</u> <u>SOUTH</u> <u>INTEREST</u>	<u>FROM</u> <u>OUR</u> <u>JV</u>	<u>TO</u> <u>US</u>	<u>ATTRACTIVE</u> <u>TO</u> <u>LaFOURCHE</u>	<u>ATTRACTIVE</u> <u>TO</u> <u>TDS</u>	
Highest I	Out of MSA for	a) <u>Cash</u>	lowest	lowest	5
		b) <u>RSA</u>	low	low	6
		-7	-3	-1	
-8	-1	-2			
		-9	-2	-3	
		c) <u>MSA</u>			
		Lafayette	high	high	2
		Baton Rouge	higher	higher	
High II	Drop suit for New Orleans	Minority of all of New Orleans	low	low	4
Lowest III	Drop suit for New Orleans	Partition of North New Orleans	high	high	1

MGH/645/JJB/Chart-A

Assumes TDS has no rights or expectation to operate for LaFourche

<u>BELL</u> <u>SOUTH</u> <u>INTEREST</u>	<u>FROM</u> <u>OUR</u> <u>JV</u>	<u>TO</u> <u>US</u>	<u>ATTRACTIVE</u> <u>TO</u> <u>LaFOURCHE</u>	<u>ATTRACTIVE</u> <u>TO</u> <u>TDS</u>
Highest I	Out of MSA for	a) <u>Cash</u>	5 lowest	lowest
		b) <u>RSA</u> -7 -8 -9	6 low -3 -1 -2	low -1 -2 -3
		c) <u>MSA</u> Lafayette Baton Rouge	2 high 3 higher	high higher
High II	Drop suit for New Orleans	Minority of all of New Orleans	4 low	low
Lowest III	Drop suit for New Orleans	Partition of North New Orleans	1 high	high

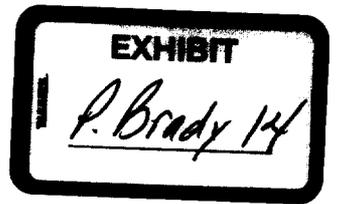
MGH/645/JJB/Chart-A

Assumes TDS has no rights or expectation to operate for LaFourche

<u>BELL</u> <u>SOUTH</u> <u>INTEREST</u>	<u>FROM</u> <u>OUR</u> <u>JV</u>	<u>TO</u> <u>US</u>	<u>ATTRACTIVE</u> <u>TO</u> <u>LaFOURCHE</u>	<u>ATTRACTIVE</u> <u>TO</u> <u>TDS</u>
Highest I	Out of MSA for	a) <u>Cash</u>	5 low	lowest
		b) <u>RSA</u> -7 -8 -9	6 low -3 -1 -2	low -1 -2 -3
		c) <u>MSA</u> Lafayette Baton Rouge	2 higher 3 high	high higher
High II	Drop sui for New Orleans	Minority of all of New Orleans	4 low	low
est III	Drop suit for New Orleans	Partition of North New Orleans	1 high	high

MGH/645/JJB/Chart-A





Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In re Application of)
)
La Star Cellular Telephone Company)
)
For A construction Permit For)
Facilities Operating on Block B)
in the Domestic Public Cellular)
Radio Telecommunications Service)
in the New Orleans MSA)
)
and)
)
New Orleans CGSA, Inc.)
)
To Amend its Construction Permit)
for Facilities Operating on Block)
B in the Domestic Public Cellular)
Radio Telecommunications Service,)
Call Sign KNKA224 in the New)
Orleans MSA)

CC Docket No. 90-257

REPLY TO OPPOSITIONS

United States Cellular Corporation ("USCC") hereby replies to the various pleadings filed in opposition to USCC's "Petition To Delete Or Nullify The Effect of Footnote 3" by Potosi Company ("Potosi"), Louisiana CGSA, Inc. ("LCGSA"), Rochester Telephone Mobile Communications ("RTMC") and Kenneth Hardman (collectively "Commenters").¹ Commenters have not contested USCC's factual showing. Instead they have challenged the authority of the Commission to consider USCC's Petition. In addition, Potosi raises a new factual allegation concerning USCC's activities in 1987 and 1988 in connection with the application of La Star Cellular

¹ Potosi's pleading is styled an "Opposition," LCGSA's and RTMC have filed a "Motion To Strike" and "Motion For The Return of" USCC's Petition respectively and Mr. Hardman has filed a letter.

Telephone Company ("La Star"). As shown below, these arguments are unavailing and the USCC Petition should be granted.

I. The Commission Should Reject Commenters' Jurisdictional Arguments And Should Consider And Rule On USCC's Petition

Commenters have offered no substantive contest to USCC's demonstration in its Petition, based on the record in the La Star proceeding, that USCC's conduct with respect to the La Star application may not and should not be considered adversely to the licensee qualifications of USCC or any of its affiliates in any other Commission proceeding. Instead, Commenters ask the Commission to rule that it may not reach the merits of the USCC Petition because that Petition (a) is in reality a petition for reconsideration filed after the time allowed by Section 405 of the Communications Act, 47 USC § 405, and (b) is beyond the Commission's authority to consider because the Commission's 1992 decision in the La Star case has been appealed to the United States Court of Appeals for the District of Columbia Circuit by La Star and USCC, and the case is therefore within the exclusive jurisdiction of that court.

These arguments are entirely misplaced. USCC does not seek reconsideration of the Commission's decision in La Star Cellular Telephone Company, 7 FCC Rcd 3762 (1992) ("La Star"), nor does it seek any other ruling that would affect the case now on appeal. It leaves for that case the merits of the Commission's dismissal of