

The documents which Potosi has produced are contemporaneous notes taken by James and Wade Creekmore, principals in Mississippi Cellular Telephone Company, wireline licensee in the Biloxi-Gulfport, Mississippi MSA, in late 1987 and early 1988 after telephone conversations with H. Donald Nelson, President of USCC and a Vice President of La Star, and Arthur Belendiuk, La Star's attorney.

As is discussed in Mr Nelson's attached Declaration, the reason why Mr. Nelson did not mention those conversations in any of his testimony in the La Star proceeding was that he did not remember that they took place.

After reading Potosi's Opposition and its attachments, Mr. Nelson now does recall that Mr. Belendiuk called him late 1987 to discuss the question of minimizing the projected costs of La Star's proposed interim operation in St. Tammany Parish, Louisiana. In that conversation, the possibility of switch sharing was raised. Biloxi is adjacent to St. Tammany Parish, and a USCC subsidiary was and is a 49 percent owner of the owner of the Biloxi system, which is controlled by the Creekmore family. Mr. Belendiuk therefore asked Mr. Nelson if he would call the Creekmores to introduce the subject and to indicate that other representatives of La Star would be in touch with the Creekmores to have substantive discussions. This is what occurred. No further contact with the Creekmores by Mr. Nelson on the subject is recorded in the documents tendered by Potosi. Mr. Nelson has no recollection of any discussion about 39 dBu extensions into the Biloxi MSA. James Creekmore's notes of his

February 9, 1988 conversation with Mr. Nelson are entirely consistent with this view of the matter. Mr. Nelson merely introduced Mr. Belendiuk, who would handle the actual negotiations.

Mr. Nelson has no memory of an October 23, 1987 conversation with James Creekmore concerning a proposed 39 dBu contour extension into the Biloxi-Gulfport MSA. He assumes now that he simply acted in accordance a request by with Mr. Belendiuk that he contact MCTC to introduce Mark Peabody, La Star's consulting engineer, who would explain and attempt to secure consent of MCTC for the proposed extension.

Mr. Nelson has no knowledge then concerning Mr. Belendiuk's February 17, 1988 conversation with Wade Creekmore discussed in Potosi's Opposition and has no knowledge concerning any "decision" he was allegedly supposed to have made in consequence of that conversation. It is not apparent from the context of Mr. Creekmore's notes what "decision" Mr. Nelson was supposed to make and Potosi suggests none. The context of the conversation would appear to indicate that it was the Creekmores who would have to decide whether to allow La Star to use their switch or to allow incursions into their market.

As discussed in his attached Declaration, Mr. Belendiuk remembers speaking with one of his principals at SJI Cellular, Sinclair Crenshaw, in 1987 about discussing La Star's proposed 39 dBu contour extension from its interim system into the Biloxi MSA and a possible switch sharing arrangement with the Biloxi licensee. He was informed in that conversation that USCC was a partner in the

Biloxi licensee and it was concluded that it would obviously be useful to have Mr. Nelson approach the Creekmores on these matters initially, with the actual negotiations to be handled by Mr. Belendiuk and La Star's consulting engineer, Mark Peabody. Mr. Belendiuk also confirms that Mr Nelson made no decision about the switch or other engineering aspects of La Star's proposal. Mr. Belendiuk deduces that the "decision" to which Wade Creekmore refers may simply have been a decision by Mr. Nelson whether to call Mr Creekmore again on behalf of La Star to seek to persuade him to change his mind about allowing switch sharing. Mr. Nelson evidently did not call Mr. Creekmore back and there the matter has rested, in justified obscurity, until now.

In any case, the documents supplied by Potosi do not demonstrate that USCC controlled La Star. In fact, if anything, they corroborate Mr. Nelson's consistent testimony that to the extent he was involved in La Star matters, he acted at Mr. Belendiuk's direction. Mr. Creekmore recorded the fact that Mr. Belendiuk told him in 1987 that the "contact" people for La Star were Mr. Crenshaw or one of the Bradys who were the SJI members of the La Star Management Committee, and held no positions with USCC or any of its affiliates. All that Mr. Nelson did in this case was act as a "door opener," at the request of the 51 percent owners of La Star, a routine business practice.

Indeed, reading the Creekmores' notes, and reflecting on the aboveboard, innocent, indeed trivial nature of the conversations involved, it is astonishing to realize that it is precisely these

types of routine telephone calls and similar actions on Mr. Nelson's part, which were minor and forgettable aspects of his busy days, which have been mysteriously recast in the La Star proceeding into "proof" of USCC's surreptitious effort improperly to dominate its partner and then as "evidence" of USCC's allegedly defective corporate character across the board. This process has gone completely out of hand, and the time is long overdue for the FCC to say "Enough." That is, in essence, all USCC seeks and it is entirely appropriate that it do so.

Conclusion

For these reasons and those given previously, Footnote 3 should be deleted or otherwise nullified.

Respectfully submitted,

UNITED STATES CELLULAR CORPORATION

By Mark D. Schneider by PC
 Newton N. Minow
 Robert A. Beizer
 Craig J. Blakely
 Mark D. Schneider

Sidley & Austin
 1722 Eye Street, N.W.
 Washington, D.C. 20006
 (202) 736-8000

By ~~Bernard Koteen~~
 Bernard Koteen
 Alan Y. Naftalin
 Herbert D. Miller
 Peter M. Connolly

Koteen & Naftalin
 1150 Connecticut Ave., N.W.
 Suite 1000
 Washington, D.C. 20036
 (202) 467-5700

Its Attorneys

March 9, 1993

Declaration

I, H. Donald Nelson, declare the following under penalties of perjury:

1. I am the President of United States Cellular Corporation ("USCC"), a member of the Management Committee of La Star Cellular Telephone Company, and a Vice President of Mississippi Cellular Telephone Company ("MCTC") wireline licensee in the Biloxi-Gulfport, Mississippi MSA in a USCC subsidiary owns a 49% interest.

2. Prior to reading the "Opposition" of Potosi Company to USCC's Petition to Delete or Nullify The Effect of Footnote 3, I did not remember having any conversations with James or Wade Creekmore in the 1987-1988 time period concerning either a proposed 39 dBu contour extension by La Star Cellular Telephone Company from a proposed interim operation in the New Orleans MSA or La Star's using MCTC's Biloxi switch. I have no contemporaneous notes or records of those conversations.

3. Having reviewed the Exhibits to that Opposition, I now remember having been called by Arthur Belendiuk, La Star's attorney, sometime during late 1987 or early 1988 concerning the desirability of reducing the projected costs of La Star's interim operation in the New Orleans MSA. Mr. Belendiuk suggested that since USCC was a partner with MCTC in the Biloxi market that it might be helpful if I called James Creekmore and provided Mr. Belendiuk with an "introduction" so that he could attempt to persuade Mr. Creekmore of the merits of the idea. I remember calling Mr. Creekmore and asking him to speak with Mr. Belendiuk, but nothing else about the conversation.

4. I still do not remember the conversation I evidently had with James Creekmore in October, 1987 concerning a proposed 39 dBu contour extension into the Biloxi MSA, but I assume it also came about as a result of Mr. Belendiuk asking me to call Mr. Creekmore to introduce him to La Star's consulting engineer, Mark Peabody. Mr. Peabody was going to discuss the proposed extension.

5. In his Declaration attached to Potosi's Opposition and in his contemporaneous notes of his February 17, 1988 telephone conversation with Arthur Belendiuk about possible switch sharing between La Star and MCTC and 39 dBu contour extensions into MCTC's service area Wade Creekmore refers to a statement by Mr. Belendiuk as to a "decision" that he was to ask me to make in connection with some aspect of that conversation. I was unaware of the existence of that conversation until now and I am certain I made no "decision" in consequence of it.

6. The foregoing is true and correct to the best of my knowledge and belief.



H. Donald Nelson

Executed this 5th day of March, 1993

Declaration

I, Arthur Belendiuk, declare the following under penalties of perjury:

1. I am a principal in the law firm of Smithwick and Belendiuk, P.C., in Washington, D.C. and have been FCC counsel to La Star Cellular Telephone Company since 1984.

2. I vaguely remember the telephone conversations described in the Declarations of James Creekmore and Wade Creekmore attached to Potosi Company's Opposition to USCC's "Petition To Delete or Nullify The Effect of Footnote 3," but have no contemporaneous records of those conversations.

3. I do remember speaking in late 1987 with Sinclair Crenshaw of SJI Cellular, Inc. about La Star Cellular Telephone Company's proposed interim operation in St. Tammany Parish in the New Orleans MSA and discussing the desirability of securing the consent of the Biloxi wireline licensee to a switch sharing arrangement and to a 39 dBu contour extension into the Biloxi MSA. At the time, I understood that USCC had a minority interest in Biloxi and Mr. Crenshaw and I agreed that it might therefore be useful to ask Donald Nelson to make the initial contact with the Creekmores. The actual negotiations concerning switch sharing were to be handled by me. I have no recollection of the part to be played by Mark Peabody of Richard Biby's firm.

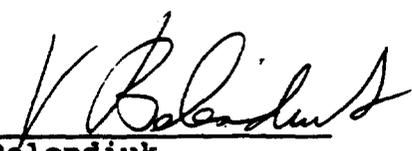
4. I then remember calling Mr. Nelson and asking him to call the Creekmores, which I understand he did.

5. After reviewing Wade Creekmore's Declaration and contemporaneous notes of his February 17, 1988 telephone

conversation with me, I cannot identify what "decision" he says I said Donald Nelson would make. I can only deduce though I have no recollection, that it may have been a decision about whether to call Mr. Creekmore again to seek to persuade him to allow La Star to use MCTC's switch, which he had refused to allow.

6. I can state with certainty that Mr. Nelson never made any "decisions" about La Star Cellular Telephone Company's engineering proposals or other aspects of its proposed system. Those decisions were made by SJI Cellular Inc., La Star's 51% owner, in consultation with me and La Star's consultants.

7. The foregoing is true and correct to the best of my knowledge, information and belief.


Arthur Belendiuk

Executed this 6th day of March, 1993

CERTIFICATE OF SERVICE

I, Donna K. Rhudy, a secretary in the law offices of Koteen & Naftalin, hereby certify that true copies of the foregoing "Reply To Oppositions" have been served upon the following by first-class United States mail, postage prepaid, this 9th day of March, 1993:

*Honorable James H. Quello
Federal Communications
Commission
1919 M Street, N.W., Room 802
Washington, D.C. 20554

*Honorable Sherrie P. Marshall
Federal Communications
Commission
1919 M Street, N.W., Room 826
Washington, D.C. 20554

*Honorable Andrew C. Barrett
Federal Communications
Commission
1919 M Street, N.W., Room 844
Washington, D.C. 20554

*Honorable Ervin S. Duggan
Federal Communications
Commission
1919 M Street, N.W., Room 832
Washington, D.C. 20554

*Cheryl A. Tritt, Esq.
Chief, Common Carrier Bureau
Federal Communications
Commission
1919 M Street, N.W., Room 500
Washington, D.C. 20554

*John Cimko, Jr., Esq.
Chief, Mobile Services Division
Federal Communications
Commission
1919 M Street, N.W., Room 644
Washington, D.C. 20554

*Myron C. Peck, Esq.
Deputy Chief, Mobiles Services
Division
Federal Communications
Commission
1919 M Street, N.W., Room 644
Washington, D.C. 20554

*R. Barthen Gorman, Esq.
Mobile Services Division
Federal Communications
Commission
1919 M Street, N.W., Room 644
Washington, D.C. 20554

*Joseph Weber, Esq.
Federal Communications
Commission
1919 M Street, N.W., Room 644
Washington, D.C. 20554

Arthur Belendiuk, Esq.
Smithwick & Belendiuk, P.C.
1990 M St., N.W., Suite 510
Washington, D.C. 20036

L. Andrew Tollin, Esq.
Wilkinson, Barker, Knauer &
Quinn
1735 New York Avenue, N.W.
Suite 600
Washington, D.C. 20006

David L. Hill, Esq.
O'Connor & Hannan
1919 Pennsylvania Ave., N.W.
Suite 800
Washington, D.C. 20006

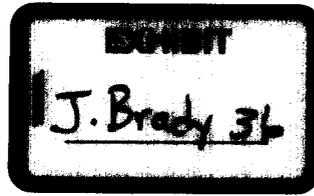
William J. Sill, Esq.
McFadden, Evans & Sill
1627 Eye St., N.W., Suite 810
Washington, D.C. 20036

Russell D. Lukas, Esq.
Lukas, McGowan, Nace &
Gutierrez
1819 H St., N.W., 7th Floor
Washington, D.C. 20006

Kenneth E. Hardman, Esq.
Kenneth E. Hardman, P.C.
1255 23rd St., N.W., Suite 830
Washington, D.C. 20037

/s/ Donna K. Rhudy
Donna K. Rhudy

* Served via Hand Delivery



La Star Exhibit 10

SCHEDULE OF PROPOSED CHARGES



SCHEDULE OF PROPOSED CHARGES

La Star intends to offer a rate schedule for its cellular system which allocates costs to subscribers according to the services used. By requiring each subscriber to pay his or her allocable share of incurred costs, La Star will make cellular service available to the greatest number of potential subscribers. To make this service widely available, La Star will not restrict the resale or shared use of its cellular service.

La Star's proposed rate structure has been designed with three goals in mind: (1) to provide La Star with revenue sufficient to meet the costs of operations; (2) to encourage efficient use of the cellular system by its subscribers; and (3) to recover costs during operation at full system capacity plus a return on costs incurred during system start-up. These goals are served by a cost-based schedule of charges that will encourage full utilization of the wide range of the cellular system's capabilities. La Star is committed to passing through all cost savings it receives, whether from economies of scale or otherwise, to its customers in the form of lower rates.

La Star proposes a three-part, usage sensitive rate schedule, consisting of a low access charge plus a charge per minute of airtime. In addition, La Star's rates pass through toll charges, and include off-peak, volume, and governmental



discounts. The various features of the La Star rate schedule, as well as an explanation for the level of the proposed charges, are described more fully below.

Proposed Rates

<u>Number of Units Subscribed to:</u>	<u>Monthly Access Charge/Unit</u>
1 to 10	\$33.00
10 to 20	\$25.00
20 to more	\$20.00

Usage Charge per minute

6:00 a.m. 7:59 p.m., Monday-Friday	\$ 0.30
8:00 p.m. 5:59 a.m., Monday-Friday; Saturday, Sunday and holidays (all day)	\$ 0.15

One-time Charges

Service Ordering Charge	\$25.00
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Temporary Service (Roamers): La Star will provide cellular service to non-permanent subscribers, or roamers, who desire temporary access to its system. To be eligible for temporary service, a roamer must be a permanent subscriber of another cellular system.

La Star will not discriminate against roamers in its rate structure, although it may assess fixed fees to recover its costs of collection from roamers. Where La Star has entered into reciprocal roamer agreements with other cellular systems which



reduce its costs of providing roamer service, La Star will pass those cost savings along to the roaming subscribers of the other systems.

Optional Subscriber Service: La Star will determine its rates for optional subscriber services and features based on the aggregate capital cost of basic and special facilities employed, plus the direct costs incurred in providing each optional service.

Rate Conditions: The following conditions will apply to La Star's proposed rate schedule:

1. La Star will apply usage charges to the airtime of all completed outgoing calls made by the subscriber and all incoming calls received by the subscriber. Subscribers will be charged at the per minute rate separately applicable to each minute of the call.
2. La Star will charge completed calls in tenth-minute increments, counting a portion of a tenth-minute as an entire tenth-minute period.
3. Toll charges for all calls will be added to the usage charges for cellular service, whenever incurred by La Star. In this context, toll charges include local message-unit charges (if any) in addition to long-distance charges.

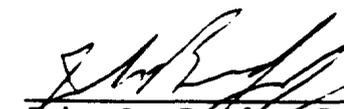


DECLARATION

I, John A. Brady, Jr., Chairman, hereby declare under penalty of perjury that the foregoing exhibit entitled "Schedule of Proposed Charges" is true and accurate to the best of my knowledge and belief.

I have reviewed the Schedule of Proposed Charges and find them to be consistent with La Star's proposed cellular system.

Executed this 12th day of September, 1990.



John A. Brady, Jr., Chairman
La Star Management Committee



DECLARATION

I, Mark Krohse, hereby declare under penalty of perjury that the foregoing exhibit entitled "Schedule of Proposed Charges" is true and accurate to the best of my knowledge and belief.

I am Accounting Manager for United States Cellular Corporation. At the request of La Star Cellular Telephone Company, I prepared a schedule of proposed charges for cellular service in St. Tammany Parish.

Executed this 12 day of September, 1990.

Mark Krohse
Mark Krohse

1030 Higgins Road
Suite 300
Park Ridge, Illinois 60068
Telephone 312-696-3500
Facsimile 312-696-1523

J. Newell

EXHIBIT
J. Brady 37

UNITED STATES
CELLULAR
MOBILE TELEPHONE NETWORK™

Excellent Communications Services

A TDS Company

August 24, 1987

Mr. David T. Newell
Maxcell Telecom Plus, Inc.
1321 Connecticut Avenue, N.W.
Second Floor
Washington, D.C. 20036

Dear Mr. Newell:

Enclosed is a check for \$907.50 for the expenses incurred in traveling to the LaStar Cellular Telephone Company partnership meeting that was held in Chicago on August 19, 1987.

If you have any questions, please call.

Sincerely,

Mark Krohse

Mark A. Krohse
Accounting Manager

MAK/tw

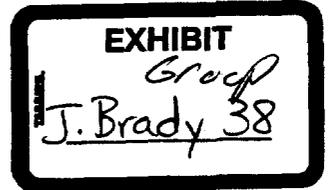
Enclosure

USCC03061

Arthur V. Belendiuk

ATTORNEY AT LAW
1920 N STREET N.W.
SUITE 510
WASHINGTON, D.C. 20036

(202) 887-0600



September 24, 1987

Mr. Mark T. Ehrmann
POPE BALLARD SHEPARD & FOWLE, Ltd.
69 West Washington Street
Chicago, Illinois 60602-3069

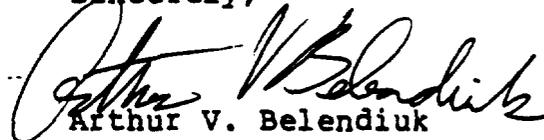
VIA FEDERAL EXPRESS

Dear Mark:

Enclosed is the draft of the interim authority pleading for La Star. My best intelligence sources at the FCC report that a Commission order on this case will be released very soon. Unfortunately, they insinuated that 'cold winds are blowing our way.'

I served Alan Naftalin a copy of the pleading today. I hope to file it on Friday September 25, 1987. Please call me after you have reviewed it.

Sincerely,


Arthur V. Belendiuk

Enclosure

SA03415

Arthur V. Belendiuk

ATTORNEY AT LAW
1920 N STREET N.W.
SUITE 510
WASHINGTON, D.C. 20036

(202) 887-0600

October 15, 1987

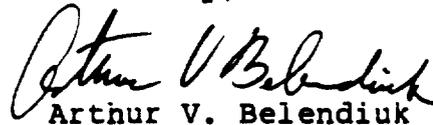
Mark Ehrmann
POPE BALLARD SHEPARD & FOWLE
69 West Washington Street
Chicago, Illinois 60602-3069

VIA FEDERAL EXPRESS

Dear Mark:

Enclosed are drafts of the revised ownership and financial exhibits for the La Star Application. Please note that these are not entirely complete. Please review for accuracy and call me to discuss any changes or corrections that you may have.

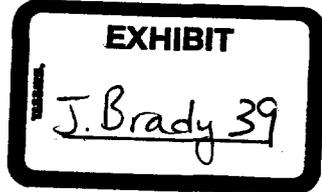
Sincerely,


Arthur V. Belendiuk

Enclosure

SA03328

L-26



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

July 21, 1989

Mr. Sinclair H. Crenshaw
LaFourche Telephone Company, Inc.
P.O. Box 188
Larose, LA 70373

Dear Kit:

Enclosed is a copy of the letter I received from Alan Sternstein regarding settlement of the St. Tammany Parish proceeding. Also enclosed is a copy of my reply to Mr. Sternstein.

If you have any questions or comments, please call.

Sincerely,

Arthur V. Belendiuk

Enclosures

cc: Leroy T. Carlson (w/enclosures)
Alan Y. Naftalin, Esq. (w/enclosures)
Michael G. Hron, Esq. (w/enclosures)

