SATVIEW BROADBAND

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March 16, 2015

Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Subject: Complaint pursuant to FCC section 537, 541(b)(3)(A), 541(c), 542(b)
Santa Clara Pueblo

Dear FCC:

We are the cable operator in the State of New Mexico serving the Espanola area. We acquired the cable systems from Baja Broadband during August of 2013. The Espanola are contains a number of franchises including the Santa Clara Pueblo.

Santa Clara Pueblo has now ordered that the cable system serving the Pueblo be vacated as the system is trespassing on the Pueblo property without a easement.

STATE OF FACTS

Santa Clara Pueblo entered into a franchise agreement with Southwest Cable on April 30th, 1982. See exhibit 1. The franchise was for a period of 25 years and was to expire on April 30th, 2007.

On 27th February 1982 Santa Clara Pueblo entered into a service line agreement wherein the right to construct and use the easements and right of way was granted for a period of 25 years. See Exhibit 2.

On April 30, 1992 Santa Clara Pueblo agreed to transfer the franchise from Southwest cable to US Cable. See Exhibit 3

Prior to the expiration of the franchise agreement on June 17, 2004, US Cable requested a renewal of the franchise agreement. See Exhibit 4. Santa Clara Pueblo failed to respond to the request.

Subsequently US Cable was acquired by Baja Broadband, and the requisite permissions were requested by Baja Broadband from the FCC with a copy to the Santa Clara Pueblo.

Baja Broadband sent a proposed franchise agreement to Santa Clara Pueblo. The Pueblo failed to take any action on the proposed agreement. Exhibit 5.

During 2013 Satview Broadband Ltd, acquired the cable systems located in Espanola from Baja Broadband. The requisite FCC forms were filed by Baja and sent by certified mail to Santa Clara

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Pueblo. The Pueblo failed to file any documents with the FCC objecting to the transfer. All transfers were approved by the FCC. Exhibit 6.

During the period that the franchise had expired, Santa Clara Pueblo was fully paid the franchise fees in accordance with the original franchise agreement and Santa Clara Pueblo accepted the payments.

Commencing in 2014 attorneys for Santa Clara Pueblo("SCP") informed Satview that the franchise had expired and that Satview will require a utility land use agreement to continue service a utility land use agreement was submitted to Satview. See Exhibit 6.

Satview informed SCP that since Satview is not considered to be a utility it is not willing to enter into such an agreement, rather SCP should agree to extend the franchise.

During discussions with the counsel for SCP, counsel informed Satview, that since some of the cable lines are crossing the SCP, SCP will require a percentage revenues from every customer in the Espanola area. This was not acceptable to Satview as it was clear extortion. See Exhibit 7.

Thereafter SCP insisted that Satview pay to SCP for trespassing on SCP lands from the date that the franchise had expired.

Counsel for SCP informed Satview that "Satview does not understand tribal law, that SCP is a sovereign nation and not under the laws of the United States of America"

On March 6th, 2015, SCP filed an action in tribal court seeking abandonment or eviction of all Satview property located on SCP lands. See Exhibit 8.

Argument

Section 537 requires that a "franchising authority shall, if the franchise requires franchising authority approval of a sale or transfer, have 120 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Commission regulations and by the franchising authority." If the franchising authority fails to render a final decision on the request within 120 days, such request shall be deemed granted."

Here SCP failed to act and file any documents with the FCC, thus the transfer between Baja and Satview was approved by the FCC.

Pursuant to section 541(b)(3)(A)

As Satview is engaged in telecommunications activity, a franchise is not required.

Furthermore, under section 541(b)(B) A franchising authority may not impose any requirements under this subchapter that has the purpose or effect of prohibiting, limiting, restricting, or

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conditioning the provision of a telecommunications service by a cable operator or an affiliate thereof.

Here SCP by insisting that Satview now sign a Utility agreement rather than a franchise agreement is imposing restrictions on service. Furthermore, SCP has required that Satview pay to SCP a percentage of revenues from all citizens in Espanola to SCP in order to continue service has violated this section.

Satview and its predecessors have in fact paid all franchise fees in accordance with the original franchise agreement pursuant to section 542(b), SCP in accepting these payments has in affect agreed to the terms of the franchise agreement.

RELIEF REQUESTED

We request the following relief:

1. Enforce Section 541(b)(3)(A) as a franchise is not required since Satview is a telecommunications company.
2. Order SCP to stop all proceedings against Satview until the final decision of the FCC.
3. Fine SCP to the maximum amount allowed as they have violated the terms of the FCC section 541(b)(B) as they are trying to impose conditions which are in violation of FCC rules.
4. Order SCP to pay damages to Satview for all damages and legal fees.
5. For any other relief the FCC may deem just and proper.

Dated: March 17, 2015

Tariq Ahmad
President

Cc: Santa Clara Pueblo
Post Office Box 580
Espanola, NM 87532