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VIA HAND DELIVERY

Accepted/Files

MAR - 9 2016

Federal Communications Commission
Office of the Secretary

March 9, 2016

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

DOCKET FILE COPY ORIGINAL

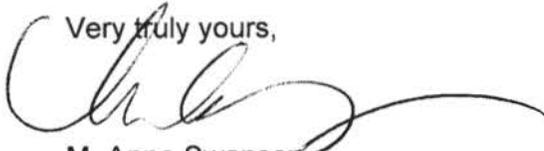
RE: Written Ex Parte Presentation in RM-11681

Dear Ms. Dortch:

Garmin International, Inc. ("Garmin"), by its attorneys, today filed an *ex parte* presentation in the above-referenced dockets and files, with the exception of RM-11681; we are attaching the original and a copy of the *ex parte* presentation herewith for inclusion in that file.

The enclosed letter reflects a minor correction in a date in the first paragraph ("2006" to "2016"). Corrected copies of the *ex parte* letter are also being resubmitted electronically in the dockets and files noted below as cc's.

Very truly yours,



M. Anne Swanson
Counsel to Garmin

Enclosures

cc (via electronic submission):
IB Docket Nos. 12-340 and 11-109;
IBFS File Nos. SES-MOD-20151231-00981,
SAT-MOD-20151231-00090, and
SAT-MOD-20151231-00091

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RE: Written Ex Parte Presentation in RM-11681; IB Docket Nos. 12-340 and 11-109; and IBFS File Nos. SES-MOD-20151231-00981, SAT-MOD-20151231-00090, and SAT-MOD-20151231-00091 (CORRECTED)

Dear Ms. Dortch:

Garmin International, Inc. ("Garmin"), by its attorneys, provides this letter to supplement the *ex parte* presentation submitted by Ligado Networks, LLC ("Ligado") (formerly New LightSquared LLC) on February 11, 2016, in order to aid the Commission and all affected parties in establishing the best path forward.¹ Garmin does not oppose that presentation.

Ligado's February 11, 2016 letter relies principally on a consultant from Roberson and Associates. The letter also draws upon attached slides from Ligado, based, in part, on four sources footnoted on the last two pages.

In reaching its settlement agreement with New LightSquared LLC, Garmin negotiated a five-year transition period in Ligado handset power limits so that Garmin engineers could work to accommodate Ligado's proposed network and to address concerns over interference with GPS.² Garmin's engineers expect that it will take this full period for them to complete the process of developing, making, and implementing design and component part modifications related to the goal of minimizing interference to GPS. In this work, Garmin's engineers will utilize a variety of custom and off-the-shelf components that will exhibit a range of performance characteristics. Garmin engineers will devote particular effort and draw upon their specialized expertise to help implement the settlement agreement, since similar (or even the same) components often exhibit a range of performance characteristics dependent upon implementation. Accordingly, circuit design, printed circuit board layout, and testing will be critical in this effort. Significant variation in system performance can result from minimal

¹ See Letter from Gerard J. Waldron to Marlene H. Dortch, IB Docket No. 12-340, *et al.* (Feb. 11, 2016).

² See Paragraph 6(a) & Exhibit B in "Settlement Agreement and Releases" by and between Garmin International, Inc. and New LightSquared LLC and LightSquared Subsidiary LLC dated Dec. 16, 2015, attached to Letter from Gerard J. Waldron to Marlene H. Dortch, IB Dockets No. 12-340, *et al.* (Dec. 17, 2015).

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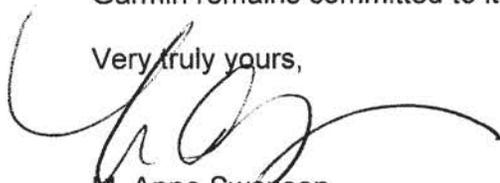
Marlene H. Dortch
March 9, 2016
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variations in circuit topology and printed circuit board layout and manufacture. Further, Garmin engineers will be engaged in detailed laboratory and factory testing to ensure that temperature and process variations do not negate gains made in component design and implementation. Garmin encourages Ligado to work together with others in the navigation industry to establish realistic timetables since those companies will face their own unique challenges in making changes to optimize the service that Ligado customers ultimately receive.

Garmin believes that such collaboration is important so that new, compatible devices may be developed and marketed within the five-year frame specified in the Garmin-LightSquared settlement agreement. Making such new options available will be important for users of older equipment; that older equipment obviously will include technical features that pre-date LightSquared's settlement agreement with Garmin. As evidenced by the high volume of inquiries Garmin receives every year from customers who are asking about older Garmin products, Garmin knows that maximizing product choices will be essential to motivate new purchases by the large number of its own customers who exhibit reluctance to replace their devices. For instance, based on call center data, Garmin is aware that approximately 75.5% of the customer service inquiries for personal navigation devices that it received in 2015 were for products that were more than two years old.

Garmin remains committed to its settlement agreement with New LightSquared.

Very truly yours,



M. Anne Swanson
Counsel to Garmin