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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

By Courier

Ms. Magalie Roman Salas
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W., TW-A325
Washington, D.C. 20554

**Re: Reply Comments of Pegasus Broadband Corporation;
ET Docket No. 98-206; RM-9147; RM-9245**

Dear Ms. Salas:

Enclosed herewith is an original and eight copies of the above-referenced Reply Comments. A diskette with an electronic copy is also enclosed.

Very truly yours,



Tony Lin

Enclosure

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RECEIVED

MAY 23 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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

In the Matter of)
)
)
Amendment of Parts 2 and 25 of the)
Commission's Rules to Permit Operation of)
NGSO FSS Systems Co-Frequency with GSO)
and Terrestrial Systems in the Ku-band)
Frequency Range;)
)
)
Amendment of the Commission's Rules to)
Authorize Subsidiary Terrestrial Use of the)
12.2-12.7 GHz Band by Direct Broadcast)
Satellite Licensees and Their Affiliates; and)
)
)
Applications of Broadwave USA, PDC)
Broadband Corporation, and Satellite Receivers,)
Ltd. to Provide a Fixed Service in the 12.2-12.7)
GHz Band)
)
)

ET Docket No. 98-206
RM-9147
RM-9245

REPLY COMMENTS TO MITRE REPORT

PEGASUS BROADBAND CORPORATION

Bruce D. Jacobs
Tony Lin
SHAW PITTMAN
2300 N Street, N.W.
Washington, D.C. 20037
(202) 663-8000

Its Attorneys

May 23, 2001

Summary

In its Comments to the MITRE Report, Northpoint attacks Pegasus' MVDDS application and participation in the MITRE study. Northpoint's claims, however, are unsupported and unreasonable. Pegasus submitted its "technology" for MITRE's analysis and otherwise met the requirements of the Local TV Act. Pegasus provided MITRE technical characteristics of its MVDDS technology (including waveform characteristics and previously measured antenna patterns and data supplied by the antenna manufacturer), identified operating parameters, and proposed specific mitigation techniques. Pegasus also helped clarify design parameters and identified significant factors influencing sharing potential, including MVDDS tower height, the possibility of better-shielded DBS antennas, and the shielding provided by buildings. Such information was sufficient for MITRE to simulate Pegasus' MVDDS operations and generate computer simulated interference contours for Pegasus' proposed technology.

Pegasus did not violate the Commission's *ex parte* rules. As evidenced by the actions of the Commission and participants in the MITRE study, the *ex parte* rules did not apply to communications with MITRE. In any event, Northpoint did not demonstrate how it was prejudiced by its lack of access to information about Pegasus' technology or the negotiation of Pegasus with the Commission regarding a licensing agreement. Northpoint has ample opportunity in the statutorily-provided comment period to address the information submitted by Pegasus. With respect to the licensing agreement, Northpoint was fully aware of Pegasus' efforts and actively discouraged the Commission from signing any such agreement. Accordingly, the Commission should dismiss Northpoint's baseless arguments.

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Applications of Broadwave USA, PDC)	
Broadband Corporation, and Satellite Receivers,)	
Ltd. to Provide a Fixed Service in the 12.2-12.7)	
GHz Band)	
)	

REPLY COMMENTS TO MITRE REPORT

Pegasus Broadband Corporation ("Pegasus"), by its attorneys, hereby submits these Reply Comments to the MITRE Corporation ("MITRE") Report, *Analysis of Potential Harmful Interference to DBS from Proposed Terrestrial Services in the 12.2-12.7 GHz Band* (April 23, 2001) ("MITRE Report").¹ MITRE concludes in its Report that Multichannel Video Distribution and Data Service ("MVDDS") can operate in the 12.2-12.7 GHz band without causing harmful interference to incumbent Direct Broadcast Satellite ("DBS") service if certain operating characteristics of the MVDDS system are limited, and proper and suitable mitigation techniques

¹ See Public Notice, DA 01-933 (April 23, 2001).

are employed. Pegasus presented its position concerning these matters in its Comments to the MITRE Report and in prior filings in this proceeding. In these Reply Comments, Pegasus addresses specifically the unfounded attacks of Northpoint Technology, Ltd. (“Northpoint”) on Pegasus’ application and participation in the MITRE study.

Background

The Pegasus Application. Pegasus has been an applicant to provide MVDDS since April 2000.² In its application, Pegasus provided the technical characteristics of its MVDDS system, including, for example, the transmitting antenna, maximum e.i.r.p., modulation, and polarization.³ Pegasus also proposed in its application to commit to independent testing and to operate on a secondary basis to protect DBS. *See* Pegasus Application, at Ex. 1 p. 1.

MITRE’s Independent Study of Potential Interference. On December 21, 2000, Congress enacted a statute requiring that the Commission “provide for an independent technical demonstration of any terrestrial service technology proposed by any entity that has filed an application to provide terrestrial service in the direct broadcast satellite frequency band to determine whether the terrestrial service technology proposed to be provided by that entity will cause harmful interference to any direct broadcast satellite service.”⁴ In accomplishing this goal, the Commission was required to “select an [independent] engineering firm ... to perform the technical demonstration or analysis,” and place the resulting study on “public notice and

² *See* PDC Broadband Corporation, Application for License to Provide New Terrestrial Transport Service in the 12.2-12.7 GHz Band (April 18, 2000).

³ *See id.*, Exhibit 2, at 1.

⁴ Launching Our Communities’ Access to Local Television Act of 2000, Pub. L. No. 106-553, App. B, Tit. X, §1012(a), 114 Stat. 2762 (December 21, 2000) (“Local TV Act”).

comment for not more than 30 days thereafter.” *Id.* at §1012(b). Other than these specific responsibilities, the statute did not give the Commission any other role in the conduct of the study. The statute also did not specify the meaning of “technology.”

The Commission hired MITRE to perform the required study. On January 24, 2001, representatives of MITRE, the Commission, DirecTV, Inc., EchoStar Satellite Corporation (“EchoStar”), Northpoint, Pegasus, and Satellite Receivers Limited attended a meeting at the Commission’s invitation. At the meeting, MITRE explained its tentative format for conducting its technical study and distributed a set of written questions, to which the MITRE parties were asked to respond, and draft non-disclosure agreements, pursuant to which MITRE agreed not to share with others the information provided by the MVDDS applicants.⁵ The day after the meeting, EchoStar submitted an *ex parte* letter describing a telephone conversation with Commission staff in which EchoStar *recommended* that all parties to the MITRE demonstration, consistent with a permit-but-disclose proceeding, file *ex parte* notices of written and oral contacts with MITRE staff.⁶ At the time, the Commission did not respond to this proposal.

At MITRE’s request, Pegasus submitted four technical responses to MITRE regarding its MVDDS technology.⁷ In these submissions, Pegasus helped clarify design parameters, including the typical height and tilt of the antennas, and identified significant factors influencing sharing potential, including MVDDS tower height, the possibility of better-shielded DBS antennas, and

⁵ Pegasus and MITRE subsequently executed a version of this non-disclosure agreement.

⁶ *See* Letter from Pantelis Michalopoulos to Magalie R. Salas (January 25, 2001).

⁷ *See* Letter from Bruce D. Jacobs to Magalie R. Salas (April 10, 2001) (providing copies of Pegasus’ responses to the MITRE questions). Pegasus’ proposed technical service rules and mitigation process for MVDDS systems are set out in more detail in Pegasus’ Comments (March 12, 2001) and Reply Comments (April 5, 2001) filed in this proceeding.

the shielding provided by buildings. Pegasus also provided waveform characteristics and previously measured MVDDS antenna patterns and data supplied by the antenna manufacturer, identified operating parameters for its technology, and proposed mitigation techniques.

Pegasus also participated in two meetings with MITRE, the initial meeting in which all parties were invited and a subsequent meeting on February 21, 2001. In the latter meeting, Pegasus inquired as to the adequacy of its technical responses to MITRE's questions and discussed with MITRE mitigation techniques identified by Pegasus in its February 12, 2001 response to MITRE's questions.

Because of concerns about its intellectual property prior to the submission of a patent application, Pegasus submitted its responses to the MITRE questions on a confidential basis. On March 15, after Pegasus filed a patent application⁸ and determined that disclosure of its confidential information would not jeopardize its intellectual property rights, Pegasus agreed to remove its confidential designations on information submitted to MITRE.⁹ Pegasus' subsequent response to MITRE's questions was submitted without any restrictions on its confidentiality.

On March 23, 2001, the Commission served the parties to the MITRE proceeding with a letter which included a request that all parties communicating with MITRE should file for the record (and serve others) copies of their written communications with MITRE and summaries of

⁸ Pegasus' patent application is the subject of a license agreement executed on April 23, 2001 between Pegasus and the Commission. *See License Agreement, Pegasus Broadband Communications, Inc. and Federal Communications Commission* (filed April 25, 2001).

⁹ *See Letter from Bruce D. Jacobs to Magalie R. Salas* (April 10, 2001).

their oral communications.¹⁰ On April 10th, Pegasus served Northpoint and the other MITRE parties and filed copies of its responses to the MITRE questions in the record.¹¹

The Northpoint and Pegasus License Agreements. On February 1 and February 2, 2001, Northpoint submitted *ex parte* filings indicating that it had been negotiating with the Commission regarding a licensing agreement for the use of its technology in the MITRE demonstration.¹² These *ex parte* communications were not served on other MITRE participants and other parties were not invited to participate in the negotiations between the Commission and Northpoint regarding the license. Although Pegasus was provided a copy of the agreement at the time of its execution on February 6, 2001, the agreement was not made a part of the record until April 25, 2001.¹³

On March 14, 2001, after Pegasus had filed its patent application, Pegasus sought a similar licensing agreement with the Commission for its use of Pegasus' proprietary technology.¹⁴ On March 21, the Commission responded by requesting that Pegasus send copies of the licensing request to "all parties." *Id.* Pegasus indicated its willingness to comply voluntarily with the request (and promptly did so), but at the same time sought clarification of

¹⁰ See Letter from Office of Engineering and Technology (March 23, 2001).

¹¹ See Letter from Bruce D. Jacobs to Magalie R. Salas (April 10, 2001).

¹² See Letter from J.C. Rozendaal to Magalie R. Salas (February 1, 2001) (providing a copy of a proposed licensing agreement to the Commission); Letter from Antoinette Cook Bush to Magalie R. Salas (February 2, 2001) (providing copies of email negotiations with the Commission regarding the licensing agreement).

¹³ See License Agreement, Northpoint Technology, Ltd. and Federal Communications Commission (filed April 25, 2001).

¹⁴ See attached, Exhibit 1 (providing email correspondences between Pegasus and the Commission regarding the licensing of Pegasus' technology).

the staff's view of the context for the request and expressed its view that the MITRE study was outside the scope of existing proceedings. *Id.* The Commission did not address Pegasus' question concerning the scope of any *ex parte* requirements. *Id.*

After a period of inaction by the Commission regarding the licensing agreement, Pegasus inquired on April 3, 2001 as to the status of its licensing proposal. *Id.* On April 4, the Commission responded by sending Pegasus a revised version of the licensing agreement. *Id.* Shortly thereafter, Pegasus verbally informed the Commission of its willingness to accept the revised agreement proposed by the Commission. On April 9, Pegasus reaffirmed its acceptance of the revised agreement and inquired again regarding its status. *Id.* A series of communications followed between the Commission and Pegasus and on April 23, the Commission signed the revised licensing agreement with Pegasus.¹⁵

The MITRE Report. According to the Statement of Work provided in the record, MITRE's objective was to "perform a technical demonstration or analysis ... to determine whether the terrestrial service technology proposed to be provided by that entity will cause harmful interference to any direct broadcast satellite service."¹⁶ The Statement of Work also provides that MITRE shall "[c]ontact the appropriate parties ... to obtain any *technical information, equipment, and/or specifications* needed for the demonstration or analysis." *Id.* (emphasis added). Pursuant to this objective, MITRE designed an interference study using predominately modeling and computer simulation techniques. *See* MITRE Report, at 1-1 to 1-4.

¹⁵ *See* License Agreement, Pegasus Broadband Communications, Inc. and Federal Communications Commission (filed April 25, 2001).

¹⁶ *See* Letter from Office of Engineering and Technology to MITRE Parties (March 23, 2001).

Based on the antenna patterns provided by Pegasus and MITRE's measurements of the antenna patterns of the antennas provided by Northpoint, MITRE simulated the interference to DBS receivers proximate to operating MVDDS transmitting antennas.¹⁷ The MITRE Report specifically noted that "the measured radiation patterns of four different kinds of *MVDDS transmitting antennas* were used in the simulations: the large and small sectoral horns of Northpoint and Pegasus, respectively."¹⁸ MITRE noted that "the final three simulations employed Pegasus antenna patterns." MITRE Report, at 5-10. MITRE also commented on the effectiveness of Pegasus' proposal to use larger MVDDS receiving antennas allowing for smaller MVDDS output power and reducing interference contours. *See* MITRE Report, at 6-4 B-58. Based in part on this analysis, MITRE concluded that MVDDS can operate in the 12.2-12.7 GHz band without causing harmful interference to incumbent DBS if certain operating characteristics of MVDDS system are limited, and proper and suitable mitigation techniques are employed. *See* MITRE Report, at 6-1.

In its Comments to the MITRE Report, Northpoint argues that Pegasus' application must be dismissed because Pegasus failed to provide any equipment, thereby preventing MITRE from conducting any field tests, and provided only partial answers to MITRE's questions, consequently failing to comply with the "demonstration" requirement of the statute.¹⁹ Northpoint also argues that the Pegasus application should be dismissed for what Northpoint

¹⁷ *See e.g.*, MITRE Report, at B-56, B-57 (displaying the interference contours associated with the Pegasus' large and small sectoral horns).

¹⁸ MITRE Report, at 5-4 (emphasis in original).

¹⁹ *See* Northpoint MITRE Comments, at 10-12.

characterizes as violations of the Commission's policies governing *ex parte* communications.²⁰

These alleged violations involved Pegasus' initial confidential submissions to MITRE and its later communications with the Commission concerning the licensing agreement for MITRE's use of Pegasus' technology.

Discussion

I. PEGASUS MET THE REQUIREMENTS OF THE LOCAL TV ACT TO SUBMIT TECHNOLOGY FOR DEMONSTRATION OR ANALYSIS

Northpoint's arguments that Pegasus failed to meet the statutory requirements for participation in the MITRE study are unsupported and unreasonable. Pegasus' submissions met any reasonable definition of "technology."²¹ MITRE was able to analyze what Pegasus submitted and noted Pegasus' contributions in various parts of the MITRE Report. The statute does not require the provision of specific hardware or field tests. To the contrary, the statute clearly contemplates the possibility that the independent entity will limit its efforts to an "analysis" of an applicant's technology.²²

²⁰ See Northpoint MITRE Comments, at 12-16. Northpoint itself has been cited by the Commission for failure to comply with the *ex parte* rules. See *In the Matter of Broadwave Albany, L.L.C., et al., Application for Licenses to Provide New Terrestrial Services in the 12.2-12.7 GHz Band*, Memorandum Opinion and Order, DA 01-109 (January 17, 2001). A little more than a year ago, Northpoint began an intense, improper *ex parte* lobbying effort to have Pegasus' mutually exclusive MVDDS application dismissed. As a result of its failure to comply with the Commission's *ex parte* rules, Northpoint was issued a reprimand. *Id.* Both Pegasus and Northpoint have filed Petitions for Reconsideration of that decision.

²¹ Random House Dictionary defines "technology" broadly as "a technological process, invention, method, or the like." Random House Dictionary 1950 (1st ed. 1983).

²² The Commission's licensing agreement with Pegasus at least implies that the Commission accepted that Pegasus had "technology" that was relevant to the MITRE tests, since the Commission agreed to license that technology for the purpose of the MITRE study.

Consistent with the Statement of Work, Pegasus provided technical characteristics of its MVDDS technology (including waveform characteristics and previously measured antenna patterns and data supplied by the antenna manufacturer), identified operating parameters for its technology, and proposed specific mitigation techniques. Pegasus also helped clarify design parameters and identified significant factors influencing sharing potential, including MVDDS tower height, the possibility of better-shielded DBS antennas, and the shielding provided by buildings. Such information was sufficient for MITRE to simulate Pegasus' MVDDS operations and generate computer simulated interference contours for Pegasus' proposed technology -- the same simulated analysis conducted for Northpoint's technology.

To the extent that actual equipment was provided, MITRE used such equipment only for more precise measurements characterizing the antenna patterns. In any event, the transmitter and one of the two transmitting antennas proposed by Pegasus have identical characteristics to the transmitter and antenna provided by Northpoint and, in fact, are made by the same manufacturers (L-3 Communications, formerly LNR, and Seavey Engineering Associates).²³ Pegasus' proposed waveforms are also conventional. The MITRE Report specifically recognized this and noted that the proposed MVDDS antennas of Northpoint and Pegasus were sufficiently similar for the purposes of interference analysis. *See* MITRE Report, at 5-10, B-57.

Northpoint's claims that the MITRE study applies only to its MVDDS system are similarly baseless. The proposed system and technology described by Pegasus will also provide MVDDS service. Nowhere in the MITRE Report does MITRE indicate that any of its suggested

operating parameters or mitigation techniques are unique to Northpoint or its “technology.” For example, the 7 MHz offset is a commonly used method in terrestrial and satellite communications for reducing interference. Likewise, the concept of reducing transmitter power is fundamental to virtually any sharing proposal between services.

II. PEGASUS DID NOT VIOLATE THE *EX PARTE* RULES

Northpoint’s interpretation of the Commission’s *ex parte* rules is similarly unfounded and unreasonable. Northpoint cites no authority for its contention that the *ex parte* rules applied to communications with MITRE. To the contrary, there is ample evidence that no such requirements existed.²⁴ The statute requires an interference study to be conducted by an independent entity, followed by a public comment period. It does not mandate any administrative process. This was not a rulemaking or an adjudication. If the Commission’s *ex parte* rules applied, why would MITRE have distributed its draft non-disclosure agreements or EchoStar have recommended a procedure for putting information into the record?

Nor did the Commission ever state otherwise. The Commission’s March 23 letter is consistent with this view. In its letter, the Commission at most made a request that parties comply with what it understood to be a “preliminary agreement” between the MITRE parties to exchange information. Pegasus does not share in the Commission’s understanding that there was

²³ Pegasus’ other proposed transmitting antenna is an improved antenna for use in situations where its narrower vertical beamwidth would cause less interference to DBS receivers close to the transmitting site.

²⁴ During the period from January 24, 2001 to March 23, 2001, Northpoint itself only occasionally complied with the service requirements that it claims applied to the participants in the MITRE study. *See e.g.*, Letter from J.C. Rozendaal to Magalie R. Salas (February 1, 2001); Letter from Antoinette Cook Bush to Magalie R. Salas (February 2, 2001); Letter from Linda L.

any such preliminary agreement, and apparently EchoStar experienced some of the same confusion. But, there is no confusion as to the fact that the Commission at most considered the sharing of information to be pursuant to an agreement among the parties, not as a requirement of its rules.

With respect to Pegasus' licensing agreement negotiations with the Commission, Northpoint has similarly not established any basis why further disclosure was required. Northpoint's own conduct during its licensing negotiation process belies any contention that the process was governed by the *ex parte* rules -- Pegasus was not given an opportunity to be present during Northpoint's negotiations with the Commission.

In any event, Northpoint has not demonstrated how it was prejudiced by its lack of access to information about Pegasus' technology or the negotiation of Pegasus with the Commission regarding a licensing agreement. Once Pegasus satisfied its patent protection concerns, it provided the requested information. Northpoint has ample opportunity in the statutorily-provided comment period to address the information submitted by Pegasus. Additionally, with respect to the licensing agreement, Northpoint was fully aware of Pegasus' efforts and actively discouraged the Commission from signing any such agreement.²⁵

Rickman to Magalie R. Salas (February 16, 2001); Letter from Antoinette Cook Bush to Magalie R. Salas (February 28, 2001).

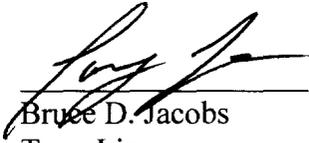
²⁵ See e.g., Letter from J.C. Rozendaal to Magalie R. Salas (April 19, 2001); Letter from J.C. Rozendaal to Magalie R. Salas (April 20, 2001); Letter from J.C. Rozendaal to Magalie R. Salas (April 23, 2001) (opposing Pegasus' license request).

Conclusion

For the foregoing reasons, Pegasus Broadband Corporation urges the Commission to dismiss Northpoint's arguments.

Respectfully submitted,

PEGASUS BROADBAND CORPORATION

By: 
Bruce D. Jacobs
Tony Lin
SHAW PITTMAN
2300 N Street, N.W.
Washington, D.C. 20037
(202) 663-8000

Its Attorneys

Dated: May 23, 2000

Certification

I, Richard G. Gould, Consulting Engineer to Pegasus Broadband Corporation, hereby certify the following under penalty of perjury:

I have reviewed the foregoing "Reply Comments to MITRE Report." The technical information contained therein are complete and accurate to the best of my knowledge.



Richard G. Gould

Richard G. Gould

Dated: May 23, 2001

EXHIBIT 1

Email Correspondences Between Pegasus and the Commission

Bruce Jacobs

03/14/2001 02:02 PM

To: rdorch@fcc.gov, mmarcus@fcc.gov
cc: TScott@hunton.com, john.hane@pgtv.com
Subject: License Agreement

Rebecca,

The attached is a proposed license agreement from Pegasus, similar to the one the FCC executed with Northpoint. Pegasus can accept the same cover letter terms as were used in connection with the Northpoint license.

Please call me or Tom Scott (955 1685) or reply by email if you have any questions.

Thanks.

Bruce



License between Pegasus and FCC March 14.



"Rebecca Dorch"
<RDORCH@fcc.gov>

03/21/2001 10:52
AM

To: <Bruce.Jacobs@shawpittman.com>
cc: "David Senzel" <DSENZEL@fcc.gov>
Subject: Re: License Agreement

Bruce - Please be sure all parties are copied on this request.
Rebecca

>>> <Bruce.Jacobs@shawpittman.com> 03/14/01 02:02PM >>>

Rebecca,

The attached is a proposed license agreement from Pegasus, similar to the one the FCC executed with Northpoint. Pegasus can accept the same cover letter terms as were used in connection with the Northpoint license.

Please call me or Tom Scott (955 1685) or reply by email if you have any questions.

Thanks.

Bruce

(See attached file: License between Pegasus and FCC March 14.DOC)

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"Rebecca Dorch"
<RDORCH@fcc.gov>
03/21/2001 05:35 PM

To: <Bruce.Jacobs@shawpittman.com>
cc:
Subject: Re: License Agreement

Antoinette Cook Bush, Esq.
Executive Vice President
Broadwave U.S.A.
400 N. Capitol St., NW
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Washington D.C. 20001

David D. Oxenford, Esq.
Shaw Pittman
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Washington, D.C. 20037

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Pantelis Michalopoulos, Esq.
Steptoe & Johnson, LLP
1330 Connecticut Ave., N.W.
Washington D.C. 20036

Mr. James Chadwick
The MITRE Corporation
Mail Stop W300
1820 Dolley Madison Blvd.
McLean, VA 22102-3481

>>> <Bruce.Jacobs@shawpittman.com> 03/21/01 01:15PM >>>

By "all parties," who do you mean? What proceeding do you consider this to be related to? I'm not trying to be difficult; I tend to view the testing as its own proceeding, outside the scope of any existing proceeding, but I don't mind deferring to an alternative view that you may have.

"Rebecca
Dorch"
<RDORCH@fcc.g
ov>

03/21/2001
10:52 AM

To:
<Bruce.Jacobs@shawpittman.com>
cc: "David Senzel"
<DSENZEL@fcc.gov>
Subject: Re: License
Agreement

Bruce - Please be sure all parties are copied on this request.

Rebecca

>>> <Bruce.Jacobs@shawpittman.com> 03/14/01 02:02PM >>>

Rebecca,

The attached is a proposed license agreement from Pegasus, similar to the one the FCC executed with Northpoint. Pegasus can accept the same cover letter terms as were used in connection with the Northpoint license.

Please call me or Tom Scott (955 1685) or reply by email if you have any questions.

Thanks.

Bruce

(See attached file: License between Pegasus and FCC March 14.DOC)

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Bruce Jacobs
03/23/2001 03:12 PM

To: abush@sso.org, nhardy@ictpc.com, jim.barker@lw.com,
pmichalo@steptoe.com, chadwick@mitre.org
cc: rdorch@fcc.gov, john.hane@pgtv.com, TScott@hunton.com
Subject: License Agreement

This is a copy of an earlier email that Rebecca Dorch asked be distributed to you.

* * * * *

Rebecca,

The attached is a proposed license agreement from Pegasus, similar to the one the FCC executed with Northpoint. Pegasus can accept the same cover letter terms as were used in connection with the Northpoint license.

Please call me or Tom Scott (955 1685) or reply by email if you have any questions.

Thanks.

Bruce



License between Pegasus and FCC March 14.

Bruce Jacobs

04/03/2001 07:55 PM

To: rdorch@fcc.gov
cc: john.hane@pgtv.com, TScott@hunton.com
Subject: License Agreement

Rebecca,

May I ask where things stand with respect to the proposed License Agreement?

All Pegasus is requesting by way of an agreement is the same thing the FCC agreed to with Northpoint. In that connection, I note that the Northpoint agreement is not limited to patents that have been issued to Northpoint.

Thanks.

Bruce



"Rebecca Dorch"
<RDORCH@fcc.gov>

04/04/2001 11:50
AM

To: <Bruce.Jacobs@shawpittman.com>
cc: "David Senzel" <DSENZEL@fcc.gov>
Subject: Re: License Agreement

Attached is a proposed revised version of the proposed license agreement.
Rebecca

>>> <Bruce.Jacobs@shawpittman.com> 04/03/01 07:55PM >>>
Rebecca,

May I ask where things stand with respect to the proposed License
Agreement?

All Pegasus is requesting by way of an agreement is the same thing the FCC
agreed to with Northpoint. In that connection, I note that the Northpoint
agreement is not limited to patents that have been issued to Northpoint.

Thanks.

Bruce

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by electronic mail (postmaster@shawpittman.com). Thank You.


License btw Pegasus and FCC April 4

Bruce Jacobs
04/09/2001 07:06 PM

To: rdorch@fcc.gov
cc: john.hane@pgtv.com, TScott@hunton.com
Subject: Pegasus-FCC License Agreement

Rebecca,

Where do things stand with your April 4 proposal? I think I've indicated that Pegasus accepts the changes and is ready to proceed.

Thanks.

Bruce

Certificate of Service

I, Cherie Mills, hereby certify that a true and correct copy of the Reply Comments to the MITRE Report and was sent by first-class mail, postage prepaid, on May 23, 2001 to the following:

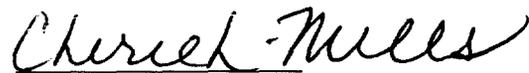
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