

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of	)	WC Docket No. 07-73
	)	DA 07-2257
Stratos Global Corporation and Robert M. Franklin, Trustee	)	FCC File Nos.:
	)	
Consolidated Application for Consent to Transfer Control of Stratos Global Corporation's FCC-Authorized Subsidiaries and Petition for Declaratory Ruling	)	ITC T/C-20070405-00136
	)	ITC T/C-20070405-00133
	)	ITC T/C-20070405-00135
	)	SES-T/C-20070404-00440
	)	through 00443
	)	0002961737
	)	ISP-PDR-20070405-00006

MAILED  
AUG 14 2007  
FCC

**PROTECTIVE ORDER**

**Adopted: July 20, 2007**

**Released: July 20, 2007**

By the Chief, International Bureau:

1. In this Order, we require CIP Canada Investment Inc. ("CIP Canada") to disclose certain information to Iridium Satellite, LLC ("Iridium"), VIZADA Services ("VIZADA") and Telenor Satellite Services, Inc. ("Telenor" and collectively with Iridium and VIZADA, the "Reviewing Parties") pursuant to this protective order. By this action, we protect the confidentiality of allegedly competitively sensitive information, while enabling other parties to participate adequately in ongoing proceedings.

2. Stratos Global Corp. ("Stratos Global") and Robert M. Franklin (the "Trustee") seek approval of the transfer of control of Stratos Global and its wholly-owned subsidiaries from the current shareholders of Stratos Global to an irrevocable trust ("Trust") for which Mr. Franklin is the trustee.<sup>1</sup> The Trust has been established under the laws of Canada by CIP Canada, a wholly-owned subsidiary of CIP UK Holdings Limited ("CIP UK Holdings"). On June 29, 2007, Iridium and VIZADA each filed a petition to deny the Applications.<sup>2</sup> On June 29, 2007, Telenor filed comments in this proceeding.<sup>3</sup> On July 9, 2007, CIP Canada filed an Opposition to the Petitions to Deny.<sup>4</sup> In its opposition, CIP Canada offered to make unredacted copies of the loan facility agreement and call option with Inmarsat Finance III Limited ("Inmarsat Finance") available to Petitioners' counsel "under an appropriate protective order that ensures any review will result in use limited to the instant proceeding, and not be used in commercial litigation or other unrelated proceedings, by either Petitioners or other parties."<sup>5</sup> On the same day, CIP

<sup>1</sup> Applications for Consent to Transfer Control, File Nos. ITC T/C-20070405-00136; ITC T/C-20070405-00133; ITC T/C-20070405-00135; SES-T/C-20070404-00440 through 00443; 0002961737; and ISP-PDR-20070405-00006 ("Applications").

<sup>2</sup> Iridium Satellite, LLC, Petition to Deny, WC Docket No. 07-73 (dated June 29, 2007); VIZADA Services LLC, Petition to Deny, WC Docket No. 07-73 (dated June 29, 2007).

<sup>3</sup> Telenor Satellite Services, Inc., Comments, WC Docket No. 07-73 (dated June 29, 2007).

<sup>4</sup> CIP, Opposition to Petitions to Deny, WC Docket No. 07-73 (dated July 9, 2007).

<sup>5</sup> CIP Opposition at 2.

Canada filed with the Commission a Request for Confidential Treatment of Redacted Portions of the Call Option Agreement and the Loan Facility Agreement ("Request For Confidentiality") with two attachments: a "Call Option Agreement" between Communications Investment Partners Limited and Inmarsat Finance III Limited [Attachment A] and a "Facilities Agreement" between CIP UK Holdings, CIP Canada and Inmarsat Finance [Attachment B].

3. The International Bureau ("Bureau") accepts CIP Canada's assertion that the Agreements may contain trade secrets and/or commercial or financial information that is privileged or confidential, and hereby adopts this Protective Order to ensure that any confidential or proprietary documents submitted by a Submitting Party are afforded adequate protection. This Protective Order does not constitute a resolution of the merits concerning whether any information submitted under the Protective Order would be released publicly by the Commission upon a proper request under the Freedom of Information Act ("FOIA") or otherwise.

4. *Acknowledgment.* Any party seeking access to confidential documents subject to the Protective Order shall request access pursuant to the terms of the Protective Order and must sign the Acknowledgement of Confidentiality, attached as Appendix A ("Acknowledgement").

5. *Definitions.* As used herein, capitalized terms not otherwise defined in this Protective Order shall have the following meanings:

"Agreements" means the non-public parts of the Call Option Agreement and the Facilities Agreement described in paragraph 2 hereof, or parts thereof, that bear the legend (or which otherwise shall have had the legend recorded upon it in a way that brings its attention to a reasonable examiner) "CONFIDENTIAL INFORMATION - SUBJECT TO PROTECTIVE ORDER IN WC DOCKET NO. 07-73 before the Federal Communications Commission." The Submitting Party represents that the Agreements contain information that the Submitting Party believes should be subject to protection under FOIA and the Commission's implementing rules.

"Confidential Information" means information contained in the Agreements or derived therefrom that is not otherwise available from publicly available sources;

"Counsel" means In-House Counsel and Outside Counsel of Record;

"In-House Counsel" means an attorney employed by a party to these proceedings or employed by an affiliated entity and who is actively engaged in the conduct of this proceeding, *provided that*, such counsel is not involved in competitive decision-making, *i.e.*, In-House Counsel's activities, association, and relationship with a client are not such as to involve such counsel's advice and participation in any or all of the client's business decisions made in light of similar or corresponding information about a competitor;

"Outside Counsel of Record" means the firm(s) of attorneys, or sole practitioner(s), as the case may be, representing a party in these proceedings, *provided that*, the Outside Counsel of Record is not involved in competitive decision-making; and

"Reviewing Party" means a person who has obtained access to Confidential Information (including the Agreements) pursuant to paragraphs 7 and 10 of this Protective Order.

6. *Prohibited Copying.* If, in the judgment of the Submitting Party, a document contains information so sensitive that it should not be copied by anyone, it shall bear the additional legend "Copying Prohibited," and no further copies of such document, in any form, shall be made. Application for relief from this restriction against further copying may be made to the Commission, with notice to Outside Counsel of Record for the Submitting Party.

7. *Procedures for Obtaining Access to the Agreements.* In all cases where access to the Agreements and Confidential Information is permitted pursuant to paragraph 10, before reviewing or having access to the Agreements or Confidential Information, each person seeking such access shall execute a copy of the Acknowledgment and file it with the Bureau, on behalf of the Commission, and serve it upon each Submitting Party through its Outside Counsel of Record so that the Acknowledgment is received by each Submitting Party at least two business days prior to such person's reviewing or having access to the Agreements or Confidential Information, except that, where the person seeking access is one described in either clause 2, 3 or 4 of paragraph 10, the Acknowledgment shall be delivered promptly prior to the person's obtaining access. Each Submitting Party shall have an opportunity to object to the disclosure of the Agreements or Confidential Information to any such persons. Any objection must be filed at the Commission and served on Counsel representing, retaining or employing such person within one business day after receiving a copy of that person's Acknowledgment (or where the person seeking access is one described in clause 2, 3 or 4 of paragraph 10, such objection shall be filed and served as promptly as practicable after receipt of the relevant Acknowledgment). Until any such objection is resolved by the Commission and, if appropriate, any court of competent jurisdiction, and unless such objection is resolved in favor of the person seeking access, a person subject to an objection from a Submitting Party shall not have access to the Agreements or Confidential Information.

8. *Review of Agreements.* The Submitting Party shall make available for review the Agreements of such party at the offices of the party's Outside Counsel of Record or, if the Submitting Party does not have Outside Counsel of Record, at the offices of such party's In-House Counsel. Parties reviewing these documents will be provided the following alternatives: (1) parties will be provided adequate opportunity to inspect the documents on site; (2) parties may inspect the documents on site with the ability to request copies, at cost, of all or some of the documents; or (3) parties may request a complete set of the documents at cost, allowing two business days after the request is made for receipt of the copies. If a complete set of documents will be requested, parties are encouraged to make such requests at the time they submit the Acknowledgment. This will allow parties the opportunity to begin reviewing the documents at the end of the two-day period referred to in paragraph 7 above. All copies of documents that are removed from the Submitting Party's office will be stamped as described above and in the following paragraph and must be returned or destroyed in accordance with the terms of this Protective Order.

9. *Use of Confidential Information.* Persons obtaining access to Confidential Information (including the Agreements) under this Protective Order shall use the information solely for the preparation and conduct of this transfer proceeding before the Commission as delimited in this paragraph and paragraphs 10, 14, and 15, and any subsequent judicial proceeding arising directly from this proceeding and, except as provided herein, shall not use such documents or information for any other purpose, including without limitation business, governmental, or commercial purposes, or in other administrative, regulatory or judicial proceedings. Should the Commission rely upon or otherwise make reference to the contents of any of the Agreements or Confidential Information in its decision in this proceeding, it will do so by redacting any Confidential Information from the public version of the decision and by making the unredacted version of the decision available only to a court and to those persons entitled to access to Confidential Information under this Protective Order.

10. *Permissible Disclosure.* Subject to the requirements of paragraph 7, the Agreements may be reviewed by Counsel, and Counsel may disclose Agreements and other Confidential Information to: (1) outside consultants or experts retained for the purpose of assisting Counsel in this proceeding, *provided that*, the outside consultants or experts are not involved in the analysis underlying the business decisions of any competitor of any Submitting Party nor participate directly in those business decisions; (2) paralegals or other employees of such Counsel not described in clause 3 of this paragraph assisting Counsel in this proceeding; (3) employees of such Counsel involved solely in one or more aspects of organizing, filing, coding, converting, storing, or retrieving documents or data or designing programs for handling data connected with this proceeding, or performing other clerical or ministerial functions with

regard to documents connected with this proceeding; and (4) employees of third-party contractors performing one or more of the functions set forth in clause 3 of this paragraph. Reviewing Parties may *discuss and share the contents of the Agreements and Confidential Information with another Reviewing Party* and with the Commission and its staff. A Submitting Party's Agreements and Confidential Information may also be disclosed to employees and Counsel of the Submitting Party.

11. *Non-Disclosure of Agreements.* Except with the prior written consent of the Submitting Party, or as provided under this Protective Order, neither a Stamped Confidential Document nor any Confidential Information may be disclosed further.

12. *Protection of Agreements and Confidential Information.* Persons described in paragraphs 7 and 10 shall have the obligation to ensure that access to Agreements and Confidential Information is strictly limited as prescribed in this Protective Order. Such persons shall further have the obligation to ensure that: (1) Agreements and Confidential Information are used only as provided in this Protective Order; and (2) Agreements are not duplicated except as necessary for filing at the Commission under seal as provided in paragraph 14 below.

13. *Requests for Additional Disclosure.* If any person requests disclosure of Confidential Information outside the terms of this Protective Order, requests will be treated in accordance with Sections 0.442 and 0.461 of the Commission's rules.

14. *Filings with the Commission.* Persons described in paragraph 7 and 10 may, in any documents that they file in this proceeding, reference Confidential Information, but only if they comply with the following procedure:

a. The cover or first page of the filing, and each page of the filing that contains or discloses Confidential Information subject to this order must be clearly marked: "CONFIDENTIAL INFORMATION – SUBJECT TO PROTECTIVE ORDER IN WC DOCKET NO. 07-73 before the Federal Communications Commission;"

b. One copy of the filing shall be filed with the Secretary's Office. The filing shall be accompanied by a cover letter stating "CONFIDENTIAL INFORMATION – SUBJECT TO PROTECTIVE ORDER IN WC DOCKET NO. 07-73 before the Federal Communications Commission." The filing shall be made under seal, and will not be placed in the Commission's public file.

c. Those portions of the filing that constitute Confidential Information shall be clearly identifiable as such, so that those portions that are deemed to be Confidential Information are readily identifiable based on an examination of the filing.

d. Two redacted copies of the filing containing no Confidential Information (the "Redacted Confidential Filing") shall also be filed with the Secretary's Office. Each Redacted Confidential Filing shall have the same pagination as the Confidential Filing from which it is derived. The two copies of the Redacted Confidential Filing and their accompanying cover letter shall be stamped "REDACTED – FOR PUBLIC INSPECTION." The cover letter accompanying the Redacted Confidential Filing shall state that the Submitting Party is filing a redacted version of the filing.

e. Two copies of the filing containing Confidential Information and the accompanying cover letter shall be delivered in person to David Strickland, Policy Division, International Bureau, Federal Communications Commission, 445 12<sup>th</sup> Street, S.W., Washington, D.C. 20554. In addition, a person making a filing containing Confidential Information shall serve a copy on the relevant Submitting Party.

f. Parties should not provide courtesy copies of pleadings containing Confidential Information to Commission staff unless the Bureau so requests. Any courtesy copies shall be submitted under seal.

15. *Client Consultation.* Nothing in this order shall prevent or otherwise restrict Counsel from rendering advice to their clients relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of the Agreements or Confidential Information; *provided, however*, that in rendering such advice and otherwise communicating with such client, Counsel shall not disclose the Agreements or Confidential Information.

16. *No Waiver of Confidentiality.* Disclosure of Confidential Information as provided herein by any person shall not be deemed a waiver by any Submitting Party of any privilege or entitlement to confidential treatment of such Confidential Information. Reviewing Parties, by viewing this material agree: (1) not to assert any such waiver; (2) not to use Confidential Information to seek disclosure in any other proceeding; and (3) that accidental disclosure of Confidential Information by a Submitting Party shall not be deemed a waiver of any privilege or entitlement as long as the Submitting Party takes prompt remedial action.

17. *Subpoena by Courts, Departments, or Agencies.* If a court, or a federal or state department or agency issues a subpoena or orders production of the Agreements or Confidential Information that a party has obtained under terms of this Protective Order, such party shall promptly notify each Submitting Party of the pendency of such subpoena or order. Consistent with the independent authority of any court, department or agency, such notification must be accomplished such that the Submitting Party has a full opportunity to oppose such production prior to the production or disclosure of the Agreements or any Confidential Information.

18. *Violations of Protective Order.* Should a person that has properly obtained access to Confidential Information under this Protective Order violate any of its terms, that person shall immediately convey that fact to the Commission and to the Submitting Party. Further, should such violation consist of improper disclosure of Confidential Information, the violating person shall take all necessary steps to remedy the improper disclosure. The Commission retains its full authority to fashion appropriate sanctions for violations of this Protective Order, including but not limited to suspension or disbarment of Counsel from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Confidential Information in this or any other Commission proceeding. Nothing in this Protective Order shall limit any other rights and remedies available to the Submitting Party at law or in equity against any person using Confidential Information in a manner not authorized by this Protective Order.

19. *Termination of Proceeding.* The provisions of this Protective Order shall not terminate at the conclusion of this proceeding. Within two weeks after conclusion of this proceeding and any administrative or judicial review, persons described by paragraph 10 shall destroy or return to the Submitting Party the Agreements and all copies of the same. No material whatsoever derived from Agreements may be retained by any person having access thereto, except Counsel may retain, under the continuing strictures of this Protective Order, two copies of pleadings (one of which may be in electronic format) containing Confidential Information prepared in whole or in part by that party, and one copy of orders issued by the Commission or Bureau containing Confidential Information. All Counsel shall make certification of compliance herewith and shall deliver the same to Counsel for the Submitting Party not more than three weeks after conclusion of this proceeding. The provisions of this paragraph regarding retention of Agreements and copies of same shall not be construed to apply to the Commission or its staff.

20. *Authority.* This Order is issued pursuant to Sections 4(i), 214(a) and 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 214(a) and 310(d), Section 4 of the

Freedom of Information Act, 5 U.S.C. § 552(b)(4), and authority delegated under Section 0.261 of the Commission's rules, 47 C.F.R. § 0.261, and is effective upon its adoption.

FEDERAL COMMUNICATIONS COMMISSION

Helen Domenici  
Chief, International Bureau

## APPENDIX A

## Acknowledgment of Confidentiality

WC Docket No. 07-73

I hereby acknowledge that I have received and read a copy of the foregoing Protective Order in the above-captioned proceeding, and I understand it. I agree that I am bound by the Protective Order and that I shall not disclose or use Agreements or Confidential Information except as allowed by the Protective Order. I acknowledge that a violation of the Protective Order is a violation of an order of the Federal Communications Commission.

Without limiting the foregoing, to the extent that I have any employment, affiliation, or role with any person or entity other than a conventional private law firm (such as, but not limited to, a lobbying or public interest organization), I acknowledge specifically that my access to any information obtained as a result of the Protective Order is due solely to my capacity as Counsel or consultant to a party or other person described in paragraph 5 of the foregoing Protective Order and that I will not use such information in any other capacity, nor will I disclose such information except as specifically provided in the Protective Order.

I hereby certify that I am not involved in "competitive decision-making" as that term is used in the definition of In-House Counsel in paragraph 5 of the Protective Order.

I acknowledge that it is my obligation to ensure that: (1) Agreements and Confidential Information are used only as provided in the Protective Order; and (2) Agreements are not duplicated except as specifically permitted by the terms of the Protective Order.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized disclosure of Agreements or Confidential Information.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Protective Order.

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
[Name]  
[Position]  
[Address]  
[Telephone]