Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
MARITIME COMMUNICATIONS/LAND MOBILE, LLC	)	EB Docket No. 11-71
	)	File No. EB-09-IH-1751
	)	FRN: 0013587779
Participant in Auction No. 61 and Licensee of Various Authorizations in the Wireless Radio Services	)	
	)	Application File Nos. 0004030479, 0004144435, 0004193028,
	)	0004193328, 0004354053,
Applicant with ENCANA OIL AND GAS (USA), INC.; DUQUESNE LIGHT COMPANY; DCP MIDSTREAM, LP; JACKSON COUNTY RURAL MEMBERSHIP ELECTRIC COOPERATIVE; PUGET SOUND ENERGY, INC.; ENBRIDGE ENERGY COMPANY, INC.; INTERSTATE POWER AND LIGHT COMPANY; WISCONSIN POWER AND LIGHT COMPANY; DIXIE ELECTRIC MEMBERSHIP CORPORATION, INC.; ATLAS PIPELINE – MID CONTINENT, LLC DENTON COUNTY ELECTRIC COOPERATIVE, INC., DBA COSERV ELECTRIC; AND SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	)	0004309872, 0004310060, 0004314903, 0004315013, 0004430505, 0004417199, 0004419431, 0004422320, 0004422329, 0004507921, 0004153701, 0004526264, 0004636537, and 0004604962
	)	
For Commission Consent to the Assignment of Various Authorizations in the Wireless Radio Services	)	

To: Marlene H. Dortch, Secretary
Attention: Chief Administrative Law Judge Richard L. Sippel

SkyTel-H[1] Report Regarding Prehearing Conference

[1] Out of the originally identified "SkyTel" entities, attorney Robert Jackson represents Environmentel LLC, Intelligent Transportation & Monitoring Wireless LLC and Verde Systems LLC ("SkyTel-O"). Mr. Havens represents himself pro se (as previously described to Presiding Judge Sippel) and also continues to represent the remaining SkyTel entities, namely Skybridge Spectrum Foundation, Telesaurus Holdings GB LLC and V2G LLC (Havens and the LLCs together, "SkyTel-H"). Havens is mindful of adhering to the applicable rules and procedures, and he did arrange for Mr. Jackson's counsel in the required time.

1. By Order, FCC 12M-24 (April 26, 2012), the Presiding Judge, Mr. Sippel, instructed that the SkyTel[2] entities meet and agree to certain matters with the Enforcement Bureau and counsel for Maritime Communications/Land Mobile LLC ("Maritime") regarding the prehearing conference scheduled for May 22, 2012. SkyTel requested that the Enforcement Bureau and Maritime have a teleconference with SkyTel-H and SkyTel-O to comply with the Presiding Judge's Order. The other parties agreed and the call was held on Friday, May 11, 2012. Exhibit 1 hereto documents the teleconference call including the substantive matters discussed.

2. The Enforcement Bureau submitted "Enforcement Bureau's Status Report on Limitations for Prehearing Conference" on Monday, May 14, 2012, and therein, in paragraph 2, accurately states the three parties' limited agreement reached on the Friday teleconference call. However, in addition, as was discussed at the teleconference call, the parties did not agree on other matters related to the upcoming prehearing conference. The instant filing by SkyTel-H sets forth certain details that SkyTel-H believes are important for the prehearing conference, and that are within the three parties' agreed to limitations for the prehearing conference.[3]

3. Before setting forth those additional details, however, SkyTel-H agrees with the limitations proposed by the Enforcement Bureau, which Maritime does not agree to, including, but not limited to, that there should be no testimony by John Reardon, and no legal arguments

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[2] The Order used the word "Skybridge", but must have meant SkyTel.

[3] The Presiding Judge's Order did not order SkyTel to be a party to the stipulation described in the Order, but did order that SkyTel be a party to meeting and agreeing, as just described. The Presiding Judge permitted the Applicants to not attend the prehearing conference, but the Presiding Judge did not give any indication that any SkyTel entity would not be permitted at the prehearing conference. SkyTel-H thus intends to attend the prehearing conference and requests that its attendance be permitted by teleconference call, where at the same time attorney Robert Jackson would attend in person for SkyTel-O. Accompanying this report is a motion for leave to file, because the Presiding Judge's Order did not instruct SkyTel-H (or SkyTel-O) to submit this report or any report on matters presented herein.

including with regard to the definition and scope of Commission rules and case law regarding construction (which includes coverage) and operation of the subject site-based stations.

4. The further details, indicated above, are given in the Exhibit 1 hereto. SkyTel-H set forth those details to the Enforcement Bureau and Maritime during the teleconference call last Friday, May 11, 2012, and in the related email (Exhibit 1) to be as clear as possible with the other parties, and to attempt to increase efficiencies in terms of the three parties' being prepared to address these details, as they choose (or as the Presiding Judge may require), at the prehearing conference, and otherwise in this hearing.

5. There are many important details regarding the subject "Issue (g)" in Exhibit 1. Among them, SkyTel-H notes in the text here several matters of particular importance (but the other matters are also important):

(1) As described in Exhibit 1, the "100 boxes" of documents in a storage facility in Northern Virginia that Maritime has previously described in this hearing, and in a related proceeding before the Wireless Telecommunications Bureau,[4] as containing documents regarding the construction (including coverage) and operation of the site-based licenses that are subject to issue (g).[5]

(2) As described in Exhibit 1, SkyTel's outstanding discovery request to the Applicants. That is important to issue (g) for reasons indicated in Exhibit 1. Counsel for Applicants were incorrect to state to the Presiding Judge that the Applicants' participation in this hearing is not relevant to Issue (g) of the Hearing Designation Order, including, but not limited

[4] See *Opposition to Petition to Dismiss, Petition to Deny, or in the Alternative Section 1.41 Request* filed by Maritime on August 8, 2011 regarding File No. 0004738157 and call sign WRV374 at its page number 3 (page 8 of the opposition document). The Opposition and its exhibit 1 are attached hereto as Exhibit 2.

[5] A second time Maritime has identified these boxes is in this hearing in its filing "Response to Interrogatories" filed on February 6, 2012 (the "Interrog Responses"). This is attached hereto as Exhibit 3. See Exhibit 3 at its page number 10, response number 23.

to, that Maritime has suggested in the Interrog Responses that evidence of construction and operation of its incumbent stations are leases it has with various parties, including leases with Applicants (see e.g. the Interrog Responses at #8).

(3) As described in Exhibit 1, Maritime provided to the Enforcement Bureau a CD containing thousands of documents. That was in response to the joint SkyTel-Enforcement Bureau discovery requests to Maritime. Maritime provided the CD, at no cost, to the Enforcement Bureau, but has refused to provide a copy at the same time, and otherwise on the same basis, to SkyTel. In addition, Maritime has opposed the Enforcement Bureau's determination that the CD should be released in full to SkyTel under a FOIA request. Maritime gave no reasons under FOIA law that the CD can be withheld from disclosure and delivery to SkyTel. SkyTel-H made a third attempt to obtain the CD by requests to the Enforcement Bureau, citing relevant provisions from the Administrative Procedures Act and FCC rules. The Enforcement Bureau rejected the requests, but would not comment upon SkyTel-H asserted, relevant law as to why the Bureau has an obligation to release the CD because it clearly contains, and only contains, documents filed in this hearing of relevance to the hearing, and the parties, including SkyTel-H. SkyTel-H is not submitting here a formal motion to the Presiding Judge on this matter, but brings this to the Presiding Judge's attention for several reasons. First, SkyTel-H (and the undersigned believes SkyTel-O will join in this request) would like to discuss this topic at the prehearing conference for a resolution by the Presiding Judge. Second, SkyTel-H asserts that the action and position of Maritime, and secondarily the Bureau, prejudice SkyTel in the hearing.[6]

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[6] On the one hand, Maritime made much ado about producing these extensive records, which it purports to be of relevance to Issue (g) of the Hearing Designation Order. On the other hand, it appears that these records are not materially relevant to responding to the outstanding discovery requests issued to Maritime by the Enforcement Bureau and SkyTel, including since (i) the Enforcement Bureau emphatically states that Maritime has not responded with sufficient clear facts, and (ii) Maritime itself has stated that the documents regarding initial construction and

Regarding this CD issue, SkyTel has been waiting for the response by Maritime's attorney to the letter demand from attorney Robert Jackson. Maritime eventually responded, but only today. Maritime continues to refuse to provide a copy of the CD as stated above, on the same basis as it provided to the Enforcement Bureau. It seeks to charge several thousand dollars to SkyTel, when it charged nothing to the Bureau. SkyTel will ask that the Judge rule on matters of this CD as outlined above.

In this regard, SkyTel notes that it is obtaining, at very large cost (legal fees and other costs), a large quantity of documents of *direct, critical importance to issue (g):* Under the Maritime position (noted above), SkyTel may charge for provide for those, at least if the Bureau or Maritime issues a proper formal discovery demand: and SkyTel may selectively not charge the Bureau, but charge Maritime, and under the Bureau (noted above), it would not give those copies to Maritime.

These positions of Maritime and the Bureau should be resolved, including for all the reasons indicated above.

(4) As described in Exhibit 1, SkyTel is involved in other legal proceedings in which facts are being sought and obtained of relevance to Issue (g) of the Hearing Designation Order. Attached at Exhibit 4 is SkyTel's "Motion of SkyTel for Rul 2004 Examination of NRTC and Related Production of Documents" issued to National Rural Telecommunications Cooperative ("NRTC").[7]

6. SkyTel-H has made clear to the Enforcement Bureau and Maritime counsel that it of course will make available documents it obtains from the "100 boxes", and from the NRTC

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operation up to the purchase by Maritime from Mobex of the subject licenses are in a storage facility, and that it believed they were destroyed (the "100 boxes" that SkyTel has found, as described in Exhibit 1).

[7] SkyTel-H understands that NRTC counsel is arranging with SkyTel counsel to proceed with the examination on reasonable terms.

2004 exam, and any other action outside this hearing, for purposes of this hearing, under reasonable conditions. SkyTel-H notes however that thus far Maritime has not expressed interest in these additional documents. From communications with the Enforcement Bureau, SkyTel-H understands that the Enforcement Bureau is not currently active in seeking these additional documents from SkyTel or directly, but is not opposed to SkyTel submission of documents that SkyTel believes are relevant to the hearing. SkyTel-H believes that the documents it has identified to the Enforcement Bureau and Maritime, substantially discussed herein, are of critical importance to Issue (g) of the Hearing Designation Order, as well as other issues in the hearing, and on that basis, differs from the position of the Enforcement Bureau and Maritime. SkyTel-H seeks to discuss this at the prehearing conference.

Attorney Robert Jackson for SkyTel-O stated last Monday, as shown in Exhibit 5 hereto, that SkyTel-O concurs with the substance presented by SkyTel-H to the Enforcement Bureau and Maritime shown in Exhibit 1. Likewise, Mr. Jackson will separately comment upon the instant Report. SkyTel-H believes that SkyTel-O, through Mr. Jackson, concurs with the substance of this filing.[8]

Respectfully Submitted,

May 18, 2012

By:

[8] Although SkyTel-H entities and SkyTel-O entities are distinct legal parties, the undersigned manages all of the SkyTel legal entities, and attempts, as far as possible, to coordinate their respective positions, and minimize substantial differences, including to increase efficiencies in this hearing.

_____

Warren Havens, Individually and as
President of each of the SkyTel-H entities:

Warren Havens
Skybridge Spectrum Foundation
Telesaurus Holdings GB LLC, and
V2G LLC

2509 Stuart Street
Berkeley CA 94705
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jstobaugh@telesaurus.com

Certificate of Service

I, Warren Havens, certify that I have, on this 18th day of May 2012, caused to be served by placing into the USPS mail system with first-class postage affixed, unless otherwise noted, a copy of the foregoing filing to the following:[9]

The Honorable Richard L. Sippel
Chief Administrative Law Judge
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Robert J. Keller
Law Offices of Robert J. Keller, P.C.
P.O. Box 33428
Washington, DC 20033

Robert J. Miller, Esquire
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, TX 75201

Robert M. Gurss, Esquire
Paul J. Feldman, Esquire
Harry F. Cole, Esquire
Christine Goepp, Esquire
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Pamela A. Kane, Deputy Chief
Brian Carter
Investigations and Hearing Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W., Room 4-C330
Washington, DC 20554

Jack Richards, Esquire
Wesley K. Wright, Esquire

[9] The mailed copy being placed into a USPS drop-box today may be after business hours, and therefore, not be processed by the USPS until the next business day.

Keller and Heckman LLP
1001 G Street, N.W.
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Washington, DC 20001

Albert J. Catalano, Esquire
Matthew J. Plache, Esquire
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1425 K Street, N.W.
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Robert H. Jackson, Esquire
Marashlian & Donahue, LLC
1420 Spring Hill Road – Suite 401
McLean, VA 22102

_____

Warren Havens

EXHIBIT 1

Subject: Re: Presiding Judge's Order to meet and agree to limitations

Date: Friday, May 11, 2012 5:32:32 PM PT

From: Warren Havens <warren.havens@sbcglobal.net>

To: Pamela Kane <Pamela.Kane@fcc.gov>, Robert J. Keller <rjk@telcomlaw.com>

CC: Brian Carter <Brian.Carter@fcc.gov>, 'jstobaugh@telesaurus.com' <jstobaugh@telesaurus.com>, 'rhj@commlawgroup.com' <rhj@commlawgroup.com>

Ms. Kane,

SkyTel-H comments below. [*]

I believe Mr. Jackson is in accord with the substance of my notes below (if not all details and manner of expression), for SkyTel-O, but I ask him to comment separately (timing on this matter being what it is now).

The 100 boxes, and NJ Action in discovery.
- First, following our telecon today (thank you all again for your time) I have gotten a further summary understanding (but not the transcript yet) of the phone hearing today with judge in the NJ Action, including counsel for SkyTel and the Defendants (including Mobex and MCLM-- they are one "defendant group" by their own representations to the judge, including that Mobex merged into MCLM).
- I understand that the NJ case judge ordered that Mobex and its agents, as the currently asserted owners of the documents in the 100 (approx) Boxes in the VA storage facility [*] will not be permitted to remove any of the boxes from the storage facility. MCLM and Mobex are parties in this NJ action.
- A process will be involved, for purpose of the NJ case, for review of the documents. (Other details I don't know yet)
- I also understand that the facility owner, who is an attorney at law, after discussion with attorneys for parties in the NJ action, is going to arrange for a person to oversee access to the 100 Boxes, at all times anyone accesses any of the boxes and the contents.
- Mr. Keller confirmed on our joint telecon today (persons on this email) that these 100 Boxes are not Maritime's property. Maritime is headed by John Reardon. I will report this to our NJ counsel for purposes of this matter in the NJ case. That is, Maritime including John Reardon will not take part in any attempt to access or review these 100 Boxes that are not its property.
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[*] I appreciate the firm response by Mr. Keller. But as in indicated on our telecon today in part: It is my understanding at this time that, as to these 100 Boxes of records, the ownership, and control and privity, are open questions for many reasons, as is the legal ability and responsible persons in Mobex to act (re these 100 Boxes, etc.), since Mobex alleges to be dissolved and cannot act (it claims that before FCC and this NJ action, but has not acted like that in other actions, including before FCC and other courts. It apparently acts to pay its counsel. My position is public: Maritime is a case texbook sham entity under applicable Delaware Chancery Court precedent applied to the facts in the record, and it was formed to launder Mobex... and so here we are.)

As for the documents in the 100 Boxes use in the FCC hearing, SkyTel will of course cooperate--
- but also understands that the Enforcement Bureau may act directly, by further discovery demand, or by action directed to the storage company itself.
- I can provide the contact information if the Bureau asks for it.
- This FCC Hearing under 11-71 is of course different than the NJ case. This includes different criteria of evidence relevance, different discovery demands, different discovery procedures, etc. I do not try here to address that.
- I have thus far discussed the 100 Boxes in this FCC Hearing, following Mr. Keller's bringing this up to the EB, the Judge, and all the parties. But also, SkyTel identified these boxes previously in this Hearing (and before that, in WTB proceedings).
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[*] SkyTel-H agrees to the joint statement, as you write:

"The scope of the Pre-hearing Conference shall be limited to outstanding discovery requests related to Issue (g) of the HDO on nonconstruction and/or discontinuance of operations."

SkyTel-H will separately state the to Judge, before the prehearing, certain items it plans to present within at the prehearing under this joint statement.

At this time, I expect these to include the following (but this may be modified for good cause) --
- The following is SkyTel attempt to make for a more efficient prehearing and subsequent action in the Hearing under the Judge's

meet-and-agree (attempt) Order, and his like previous statements.
- I do not mean by the below that the EB or Maritime will agree, but giving you this information will increase the chance of efficient discussion with the Judge: e.g., you should then not have or raise surprise as to what SkyTel believes is outstanding under issue (g) -
- in addition to particular unresolved issues reflected in EB / Maritime exchanges in the docket on issue (g).

-- Re the "100 Boxes --

1. A discussion of the boxes of documents warehoused in Woodbridge, VA, at the facilities of Nation's Capital Archive Storage Systems, Inc. ("NCASS") concerning the site-based licenses and stations under ownership of Maritime. I have been told these are about 100, total ("100 Boxes").
- Copies of documents with statements by Maritime in docket 11-71 and before the WTB as to the nature of these documents: showing they are relevant to issue (g). These statements show they are the apparent central depository of relevant documents to issue (g).
- Status on the documents, as to production in the NJ case, but also for access in the FCC Hearing.
- SkyTel will, of course, make available the documents it obtains of any possible relevance to the FCC Hearing (if any are under protected status, that of course will be ported into the FCC Hearing under its protective order).
- Note that SkyTel may also supplement, under rule 1.65, certain pending proceedings before the WTB and full Commission, with some of these documents. Those proceedings relate to issue (g).

2. A discussion of what I confirm here: that Ms. Kane and Mr. Keller agreed on the call today that the 100 Boxes appear to have documents that are relevant to the FCC Hearing. (Of course, correct me if I misunderstood.)
- Mr. Keller previously wrote in his email on this topic (cc'ed to the Judge) that he acknowledged the existence of the Documents and admitted "some portion of the [D]ocuments may be relevant" to issue (g).

3. A discussion of the ownership, control and knowledge of the documents in the 100 Boxes.
- Mr. Keller noted on our call today that he represented to the Judge that those documents are not property of Maritime (the email from Mr. Keller to Ms. Kane, cc'ed to the Judge, of just learning of the 100 Boxes that "Havens" is seeking via subpoena, which Maritime does not know if it will have access to, etc.).
- I asked Mr. Keller to please check with his client, Maritime, to confirm that position, that the 100 Boxes of records are not the property of Maritime. Mr. Keller repeated that representation to the Judge. SkyTel will proceed in reliance on that representation.

-- Re the CD --

4. Maritime reported that this CD had documents relevant to issue (g).
- First, the contents of the CD should be compared to the 100 Boxes.
- Maritime's refusal to provide SkyTel (SkyTel-H and SkyTel-O) a copy of this CD containing documents requested by the Bureau and Skytel, which were produced only to the Bureau, at no cost, allegedly in compliance with the Presiding Judge's February 16, 2012 Order.
- Maritime's opposition of the release of the CD under FOIA, but without raising any FOIA disclosure exemption conditions, suggeting that the Judge's order prevented Skybridge is obtaining what would otherwise by its right under FOIA law. (That the Judge's order modified FOIA law and rights.)
- The position of the EB that it cannot under law provide a copy, including under the APA statute and related FCC hearing rule I cited. (SkyTel would first double check this law prior to presentation to the Jude: thus far, it seems clearly applicable, but Ms. Kane made clear it will not be discussed. My raising this was under the principle in the Judge's meet-and-agree Order. In my view, the "meet" portion of "meet-and-agree" means to discuss relevant law. I am as an invidual a party to this Hearing by the HDO, and have a right to self representation under the Constitution and case law. The Judge did not mean that I cannot represent myself pro se, since there is no question of the law in that matter.)

-- Re Outstanding SkyTel discovery to Applicants (those still in the Hearing) --

5. As stated above. As I described earlier, this is clearly relevant to issue (g), shown in written

evidence.

-- Re SkyTel other discovery in Maritime Bankruptcy, and NJ cases --

6. As stated above. This includes NRTC, which, per documents we have, is highly relevant relevance to issue (g).

-- Re EB Motion to Extend Discovery --

7. A discussion of the Bureau's Motion to Extend the May 26, 2012 Discovery Deadline.

- SkyTel agrees that this is needed-- including due to the new evidence to be forthcoming soon, in the "100 Boxes" and in other action noted above.

-- Perhaps more, after further review. --

Thank you, have a good weekend,

Warren Havens

From: Pamela Kane <Pamela.Kane@fcc.gov>
To: Warren Havens <warren.havens@sbcglobal.net>; Robert J. Keller <rjk@telcomlaw.com>
Cc: Brian Carter <Brian.Carter@fcc.gov>; "'jstobaugh@telesaurus.com'" <jstobaugh@telesaurus.com>; "'rhj@commlawgroup.com'" <rhj@commlawgroup.com>
Sent: Friday, May 11, 2012 2:14 PM
Subject: RE: Presiding Judge's Order to meet and agree to limitations

As we discussed during our earlier call, the Enforcement Bureau intends to file a document on Monday which reflects that the parties have been able to agree to the following:

The scope of the Pre-hearing Conference shall be limited to outstanding discovery requests related to Issue (g) of the HDO on nonconstruction and/or discontinuance of operations.

Please confirm the agreed-upon language.

From: Warren Havens [warren.havens@sbcglobal.net]
Sent: Friday, May 11, 2012 2:29 PM
To: Pamela Kane; Robert J. Keller
Cc: Brian Carter; 'jstobaugh@telesaurus.com'; 'rhj@commlawgroup.com'
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane,

I can discuss at that time. Please send the call in information.

I include Mr. Keller for Maritime here based on the Order:
"IT IS FURTHER ORDERED that prior to the Conference, Maritime, the Enforcement Bureau, and

Skybridge will meet and agree to limitations in writing, with copies to counsel."

Robert, if you are able, please join the call for SkyTel-O.

All,
As for the issue of the 100 or so boxes in the storage facility (that is the number we know of, approx.), SkyTel-H has serious concerns as to spoilage of records,[*] and are working to prevent it. The attorneys of MCLM (Maritime) -Mobex (inside and outside counsel) for many years have hid relevant evidence and/or destroyed it. I have explained this in past.
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[*] I believe it is evident that MCLM-Mobex destroyed records, and hid them.
- First, there is no practical difference in destruction v. hiding (where the hiding runs through life cycles of relevant FCC licenses, business and service opportunities, and legal proceedings: this 11-71 Hearing is just one of the later proceedings). Second, no one puts their sole copies of critical records in outside storage.
- But MCLM-Mobex stated to FCC twice under oath that these records were, it assumed, destroyed due to non payment by MCLM-Mobex-- and it otherwise did not have these records. That means the non-stored copies were destroyed.
- Further, from my current understanding, I believe there is no difference (practically, and I expect legally) in hiding-destruction, and the persons in control (officers and attorneys) stating that they "assume" that the records they own and control were destroyed by a third party (that is readily accessible), but where they made no effort to verify that assumption with the third party. (SkyTel-H thinks they knew that assumption representation was a fraud, and expect to prove that up, along with the actual interactions.)

I attach a case in this regard, Rambus v Infenion, 222 F.R.D. 280 ("Rambus") that was sent to me recently. This case speaks for itself on the issue I address herein.

Ms. Kane,
I suggest that, if your Bureau has interest in Issue (g) (which also extends to the issues of character and fitness, sanctions, etc.), that you consider taking part in securing these records, and making clear to Mr. Keller for his client that it is to take no action to access or tamper with these records. I am also aware of FCC indications to me be, generally, not give the FCC any suggestions. However, due to the importance in my view (based on direct and indirect descriptions of MCLM-Mobex itself), I have informed in loud terms this issue of these 100 boxes (approx) to your Bureau and WTB (I have seen no interest to date), and others in DC law enforcement.

Mr. Keller,
To be clear (and respectful of your role, to the limits of the profession), please accept and take seriously my informal message above for what it represents to you and your client. If anyone associated with MCLM-Mobex acts in any way to access, tamper with, take, destroy, etc. these records, then SkyTel-H will take appropriate legal action (and may be joined by others we are communicating with, including in government), including to seek certain related attorney client communication records: As I am now commencing to understand: AC privilege does not apply in any such matter (such as, I believe, this current issue of these boxes in the VA storage facility-- and past actions to hid and destroy documents). See Rambus in this regard.

My statements above do not waive my past relevant positions.

I also reserve the right to modify my statements above after I have had the opportunity to consult with legal counsel.
This matter, however, is time sensitive and thus I communicate the above as best as I can, pro se.

Thank you,
Warren Havens

_____
From: Pamela Kane <Pamela.Kane@fcc.gov>
To: "'warren.havens@sbcglobal.net'" <warren.havens@sbcglobal.net>; "'rhj@commlawgroup.com'" <rhj@commlawgroup.com>
Cc: Brian Carter <Brian.Carter@fcc.gov>; "'jstobaugh@telesaurus.com'" <jstobaugh@telesaurus.com>
Sent: Friday, May 11, 2012 7:18 AM
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Mr. Havens: the Bureau can be available for a short call this afternoon. How is 4:30 eastern? Please let us know if that works and a call-in number as I am out of the office.

From: Warren Havens [mailto:warren.havens@sbcglobal.net]
Sent: Thursday, May 10, 2012 07:44 PM
To: Pamela Kane; 'rhj@commlawgroup.com' <rhj@commlawgroup.com>
Cc: 'rjk@telcomlaw.com' <rjk@telcomlaw.com>; Brian Carter; 'jstobaugh@telesaurus.com' <jstobaugh@telesaurus.com>
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane and Mr. Carter,
and Mr. Keller:

The Order did not say (but as I note below) that SkyTel would sign the called for stipulation (perhaps that was an oversight), but did order that SkyTel meet and agree (or attempt it) as one of 3 parties. Thus, I have an obligation to do that, and am attempting it.

It seems to me the principle in the Order is not full agreement or nothing, but to try to agree to what is possible, and set out what is not agreed to.

But in addition, as I noted in my email of yesterday, as well as below:
This prehearing is about issue (g) and the stagnation in discovery on it, including Mr. Keller-Martime past position (and that of Maritime attorney and officers to WTB in 2011) that the critical records of the licenses' and stations' construction, lease, operation, etc. up to the sale to Maritime (or thereabouts) were destroyed.
However, they were not destroyed, and will soon be available in the Hearing.

It does not make sense, in my view, to not try to agree to present this issue to the judge. Including a plan to review these, bates stamp, etc. and after the review, report to the Judge. That seems to me entirely within what the judge wants to see-- progress in the case.

Thus, I suggest a call.
- I know EB position (sent out Monday)
- I have stated SkyTel-H position. Mr. Jackson is preparing notes for SkyTel-O position.
- Mar-time has told EB but not SkyTel of its position yet.

Thank you,
Warren Havens

_____
From: Pamela Kane <Pamela.Kane@fcc.gov>
To: "'warren.havens@sbcglobal.net'" <warren.havens@sbcglobal.net>; "'rhj@commlawgroup.com'" <rhj@commlawgroup.com>
Cc: "'rjk@telcomlaw.com'" <rjk@telcomlaw.com>; Brian Carter <Brian.Carter@fcc.gov>; "'jstobaugh@telesaurus.com'" <jstobaugh@telesaurus.com>
Sent: Thursday, May 10, 2012 4:16 PM
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Because two of the parties cannot agree we cannot have an agreed-upon document to file. Upon reconsideration of our earlier email, we believe the best course of action will be for each of the parties to file their own status report on the limitations.

From: Warren Havens [mailto:warren.havens@sbcglobal.net]
Sent: Thursday, May 10, 2012 06:51 PM
To: Pamela Kane; rhj@commlawgroup.com <rhj@commlawgroup.com>
Cc: 'rjk@telcomlaw.com' <rjk@telcomlaw.com>; Brian Carter; jstobaugh@telesaurus.com <jstobaugh@telesaurus.com>
Subject: Re: Presiding Judge's Order to meet and agree to limitations

All:

I am able to discuss tomorrow morning, if I am given a time and call in number in sufficient time.
As for written comments, I provide some below that are relevant.

Re Order 12M-24. It notes that it was copied to Warren Havens, as well as to counsel.
That appears to mean that Mr. Sippel believes I am (still) a party in matters of this Order.
As I noted in this proceeding, I represent my self and several SkyTel LLCs ("SkyTel-H")
Mr. Jackson represents other SkyTel entities ("SkyTel-O").

I comment below on the basis noted above. Below, "I" and "my" refer to SkyTel-H.

The Order includes:

Accordingly, IT IS ORDERED that the requested limitations and conditions will be permitted.
IT IS FURTHER ORDERED that prior to the Conference, Maritime, the Enforcement Bureau, and Skybridge will meet and agree to limitations in writing, with copies to counsel.
IT IS FURTHER ORDERED that Maritime and the Enforcement Bureau shall prepare a Joint Stipulation signed by counsel (1) stipulating to all trial issues of fact and law that can be stipulated, and (2) stipulating to all discovery issues that are agreed.
IT IS FURTHER ORDERED that such Agreement and Stipulations be filed by noon on May 14,2012, with contemporaneous courtesy copies served by e-mail.
IT IS FURTHER ORDERED that the Prehearing Conference requested by Maritime shall be held at 10 a.m. on May 22,2012, in OALJ Courtroom TWA-363.

Above, the Judge meant "SkyTel" by "Skybridge."

1. I did not get the Maritime proposal. Maritime cannot comply with the second Order above unless the "meet and agree" attempt includes SkyTel (which, as the Hearing record shows, includes SkyTel-H and SkyTel-O). I assume written exchanges are part of the "meet and agree" directive. That is how you are proceeding thus far.

2. I paste in below the May 7, 2012 2:25 PM from Ms. Kane.
I promptly responded to that, but did not hear back.

3. I refer to and do not waive my past positions in this Hearing and otherwise before the FCC, including all that I expressed in my email of yesterday to Ms. Kane and Mr. Keller (and other parties and the ALJ).

4. Ms. Kane's draft defined and used "Skybridge" but you mean "SkyTel" since that definition is used for SkyTel in this hearing, from the start.
- Skybridge Spectrum Foundation is not "SkyTel" but is one entity within the SkyTel definition.
- For Skybridge, as its President, I object to the use of the Skybridge in this way, since it suggests control by Skybridge (a distinct nonprofit entity) over other entities (that are for profit) and since FCC records are clear as to the actual entities.

5. The Order instructed that "Skybridge" (SkyTel) meet and agree on this draft. The Order then noted that Maritime and your Bureau submit a stipulation.
- However, if SkyTel is to "agree," it appears that SkyTel will be a party to the stipulation, even if SkyTel is not a party submitting it.

5.b. I believe the issue of the 90-some boxes in the storage facility (topic of the email of yesterday), is relevant to this prehearing, since those files concern the site based licenses. Getting and reviewing those is thus relevant to how this case proceeds.

6. The Order did not limit the issues in question to operations (as in your drat)--
- But it also included construction status.
- More broadly, the Order is about the overall discovery on issue (g), which is defined in the joint SkyTel- EB written discovery documents to Martime, and Martimes responses.

7. Overall, it is not clear what EB seeks to do under the Order.
- One the one hand, the discovery on issue (g) is broad, as are the unresolved responses.
- One the other hand, you seek to narrow issues at this upcoming prehearing.
  - While you do that in response to the Maritime request for a prehearing (as the Order says, for the purported purpose of "enlightening" the ALJ), the Order, as noted above, deals with all the broad issues in this discovery.

8. I believe that the ALJ may benefit from a presentation on:

(a) Facts.
Factual scope of the discovery, and facts not resolved yet, including:
- What are the issues in issue (g) in the HDO, FCC 11-64.
  - I have explained my view on that in detail, and assert that for the purpose of this meet-confer under the Order.
  - This includes: "construction," "coverage," (which is part of construction), "operations" (and its corollary, permanent discontinuance), and all of those include: the AMTS regulatory status as Part 80 CMRS and that includes use of Part 80 type approved equipment and Interconnected equipment and

service.

(b) Law related to these facts:
- The HDO text and ending summary on issue (g), and the text reference to 1.955, that includes "coverage" that is under 80.475(a)(1999).
- Bankruptcy law and if, other than "Second Thursday" (which is not at issue in issue (g) discovery), a FCC licensee can obtain relief from (i) discovery obligations, (ii) licensee obligations to turn back in stations that "auto terminated" due to failures of any of the above (construction, coverage, operation, equipment required, interconnection): there is no FCC law to support this, from what I recall from research.
- Leases should not (as far as I recall, from research) count toward operations, if the lessee is operating (not shown yet) but outside the authority of the subject license (all of the asserted leases are to entities seeking to buy the spectrum for PMRS, not CMRS: I do not recall of the leases themselves describe the use: but none of the lessees are CMRS operators).
- Whether the ALJ rescinded his Order for individuals to provide financial information and tax returns.

(c) SkyTel has outstanding discovery requests, as to issue (g), to the Applicants.
- Applicants include the lessees which Maritime asserts are operating some of its stations, and which seek to buy some site-based licenses and stations.
  - This is relevant to issue (g).

Thank you,
Warren Havens

==========
[BEGINNING OF PASTE IN]

_____
From: Pamela Kane <Pamela.Kane@fcc.gov>
To: 'Bob Keller' <rjk@telcomlaw.com>; Robert Jackson <rhj@commlawgroup.com>; 'Warren Havens' <warren.havens@sbcglobal.net>; Jimmy Stobaugh <jstobaugh@telesaurus.com>
Sent: Monday, May 7, 2012 2:25 PM
Subject: Maritime: Proposed Agreement

Pursuant to the Presiding Judge's April 26, 2012 Order, enclosed for your consideration is a proposed agreement on limitations for the prehearing conference. Please let us know when you are prepared to discuss.

Pamela S. Kane
Deputy Chief -- Investigations & Hearings Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington , D.C. 20554
202-418-2393

[END OF PASTE IN]
==========

_____
From: Pamela Kane <Pamela.Kane@fcc.gov>

To: "rhj@commlawgroup.com" <rhj@commlawgroup.com>; "warren.havens@sbcglobal.net" <warren.havens@sbcglobal.net>; "jstobaugh@telesaurus.com" <jstobaugh@telesaurus.com>
Cc: "'rjk@telcomlaw.com'" <rjk@telcomlaw.com>; Brian Carter <Brian.Carter@fcc.gov>
Sent: Thursday, May 10, 2012 2:48 PM
Subject: Presiding Judge's Order to meet and agree to limitations

All: Maritime proposed to the Bureau some amendments to the proposed agreement for limitations on the scope of the prehearing conference that the Bureau circulated earlier this week. The Bureau cannot agree to these amendments and was not able to reach any agreement with Maritime about alternative language. At this point, we expect to file something with the Judge that indicates the parties were not able to reach agreement on limitations. We expect to circulate a draft of that filing tomorrow.

Just a reminder, it must be filed by noon (eastern time) on Monday.

Pamela S. Kane
Deputy Chief -- Investigations & Hearings Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington , D.C. 20554
202-418-2393

EXHIBIT 2:
see page 3 of the text below (page 8 of this document) and the exhibit 1 declaration at its statement #5.

Before the

FEDERAL COMMUNICATIONS COMMISSION

Washington, D.C. 20554

In the Matter of	)	
	)	
MARITIME COMMUNICATIONS/	)	
LAND MOBILE, LLC	)	
	)	File No. 0004738157
Application for Renewal of the License for	)	
Automated Maritime Telecommunications	)	
System WRV374	)	

To: Marlene K. Dortch, Secretary
Attention: Chief, Wireless Telecommunications Bureau

OPPOSITION TO PETITION TO DISMISS, PETITION TO DENY,
OR IN THE ALTERNATIVE SECTION 1.41 REQUEST

Maritime Communications/Land Mobile, LLC, by its attorneys, hereby files its Opposition (Opposition) to the Petition to Dismiss, Petition to Deny, or in the Alternative Section 1.41 Request filed in the above captioned matter by Warren Havens, Environmentel LLC; Verde Systems, LLC, Intelligent Transportation & Monitoring Wireless LLC; Telesaurus Holdings GB LLC, V2G LLC, and Skybridge Spectrum Foundation (collectively, Havens). In support of its position, MCLM shows the following.

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Summary of the Filing

Since its original grant in 1996, the license for station WRV374 has been renewed, assigned from Regionet Wireless License, LLC to Mobex Network Services, LLC; and then to Maritime Communications/Land Mobile, LLC (MCLM). Warren Havens (Havens) became interested in the Automated Maritime Telecommunications System (AMTS) band in 2000, and, ever since, indeed, for the past decade, Havens has badgered the various owners of WRV374, using the Commission's processes to abuse each successive licensee with mountains of paperwork, all claiming that the licensee at the time lacked character, failed to originally build, built incorrectly, and no longer operated.

Once again, for the umpteenth time in the past decade, Havens opposes the incumbent's ownership and renewal of the license for WRV374. In his petition, as so many times in the past, Havens is wrong on every count. Havens' claims that the original licensee of station WRV374 did not construct facilities in accord with the license are claims which are untimely, erroneous, and frivolous. MCLM presents the Commission with records which demonstrate construction by the original licensee.

Havens' study of the coverage of the WRV374 sites was immaterial to any valid issue and was not based on actual operating parameters, and made groundless assumptions, such as an arbitrary derating of antenna height. MCLM provides the Commission with its own study of the service contours using as-built parameters.

Havens' attempt to inflate trivial differences in geographic coordinates into claims of fraud were irresponsible. Between 1996 and today, the Commission changed the North American Datum which it required to be used for determining geographic coordinates and the United States allowed civilians access to more accurate Global Positioning System data. Havens provided no information concerning the standards and degree of accuracy used for his exhibits.

MCLM has not permanently discontinued any site of station WRV374. No Commission rule provides a basis for determining whether a station has been permanently discontinued. Permanent discontinuance can be determined only by reference to the intent of the licensee.

MCLM has not formed an intent to permanently discontinue operation of any site of station WRV374. MCLM provides extensive detail demonstrating actual station WRV374 operation and demonstrating MCLM's intent not to permanently discontinue any WRV374 site.

MCLM is within its rights to lease and sell spectrum. MCLM hired consultants and considered many possible uses of the spectrum after concluding that it could not make a profit by providing only maritime two-way service. Proceeding under the Commission's Secondary Markets policies and rules, MCLM has entered into a substantial number of agreements to

provide spectrum for railroads, utilities, and energy companies to meet their radio communication needs.

The Commission should dismiss or deny Haven's petition, grant the routine renewal of the license for station WRV374, and take tough measures to contain Havens' abusive, frivolous pleadings.

Havens Has Standing

MCLM concedes that at least one of Havens' entities has standing on the basis that it holds an AMTS license by which it can compete with station WRV374. MCLM does not concede that Havens has standing on any other basis or see any need for Havens to have consumed 12 pages of his Petition on standing.

Havens' "Original Construction" Claims Were Untimely

Havens raised a jumble of claims concerning station WRV374. Havens began by arguing that the license had automatically terminated "at its original construction deadline for failure to meet the requirements of §80.475(a) in effect at that time," Petition at 25. By such claim, Havens attempted to file an untimely petition to deny or petition for reconsideration of the application for renewal of license for station WRV374 filed by Regionet Wireless License, LLC on April 30, 2001, more than ten years ago. The timely construction of all of the sites of station WRV374 is *res judicata*; the Commission denied Havens' application for review on the issue a long time ago, see, Regionet Wireless License, LLC, 17 FCC Rcd 21269 (2002). Havens' frivolous claim that station WRV374 was not originally constructed must be dismissed on that basis, alone.

The Commission has heard enough about station WRV374. In dismissing yet another Havens attack on station WRV374, the Wireless Telecommunications Bureau (Bureau) stated that "with respect to Regionet's license to provide AMTS service to the Atlantic Coast under Call Sign WRV374, Havens has had a full opportunity to be heard by the Commission,"

Regionet Wireless License, LLC, 18 FCC Rcd 23068-71 (WTB 2003). The Bureau then recited a short history of Havens' attacks. Havens has no right to keep raising these dead issues; it was an abuse of process to demand that MCLM defend original construction which occurred over a decade ago, which construction was completed by a totally different company than MCLM and accepted by the Commission many times over the past ten years.

Havens' claims concerning facility construction and the construction notices filed by Regionet Wireless License, LLC also constitute an untimely petition for reconsideration of the Bureau's action in Mobex Network Services, LLC, 19 FCC Rcd 24939 (WTB 2004) (the Clarity Order), in which the Bureau explained that

> the purpose of a construction notice is not to cancel the license for legitimately operating facilities. The Bureau's review of AMTS construction and operational information undertaken in anticipation of the AMTS auction confirmed that the vast majority of the facilities at issue were timely constructed. The additional information obtained during the Bureau's review is now reflected in our licensing database, and unconstructed facilities have been deleted,

Id. at para. 6. Havens presented no new information concerning the facilities of station WRV374 that he could not have obtained earlier. Further, although Havens claimed at his page 24, that MCLM had made impermissible major modifications, Havens provided no evidence, whatsoever, in support of that claim.

Havens' Petition also claims that station WRV374 did not meet the requirements of 47 C.F.R. §80.475(a), the Commission's former rule requiring continuity of coverage. This constitutes an untimely petition for reconsideration or application for review of the Order on Reconsideration of the Clarity Order, which noted that

> the contours in Havens' maps are based on the service contour adopted by the Commission for purposes of determining the co-channel protection to which site-based incumbents would be entitled from geographic licensees. Prior to the implementation of geographic licensing, the Commission's AMTS rules did not specify a service contour, and applicants were permitted to file applications, and demonstrate that the coverage requirement would be met on the reasonable service contour of their choice. We reject Havens' suggestion that site-based licenses that were granted on the basis of predicted service contours demonstrating adequate coverage should be retroactively be terminated based on the Commission's subsequent adoption (for a different purpose) of smaller service contour,"

Mobex Network Services, LLC, 22 FCC Rcd 665, 669 (WTB 2007). Accordingly, the Commission should dismiss or deny Haven's Petition insofar as it attempts to raise an argument concerning continuity of coverage again.

In a rabid opposition to MCLM's Request for Extension of Time to file the instant Opposition, Havens blustered that the fact that MCLM does not possess certain old documents was "simply an admission of conspiracy between MCLM and Mobex to launder defective FCC license [sic] stations and the license," FCC File No. 0004738157, filed July 22, 2011. Satisfied with the Mobex transaction, MCLM had no need for detailed construction records of facilities first authorized a decade earlier and did not demand them from Mobex. As demonstrated by the declaration of David Predmore attached hereto as Exhibit 1, Mobex wound up its affairs and ceased paying National Capital storage company the rent on stored records, including copies of site leases, equipment inventory, and other old information, which was all destroyed years ago by the storage company. Although Havens' claims concerning the initial construction of the facilities of station WRV374 are bound by res judicata or by time, MCLM provides, *infra*, the limited information that it has been able to find or obtain.

Exhibit 2 is a spreadsheet compilation which MCLM obtained from Mobex of detailed information concerning the sites of station WRV374, as well as other sites. Exhibit 3 is a collection of leases for 26 of the WRV374 sites which were entered into by former holders of the license for station WRV374. Exhibit 4 includes records of lease payments made by Mobex with respect to WRV374 sites between 2001 and 2005. Exhibit 5 consists of construction documents from 2000-2001 for the WRV374 sites at Verona, New Jersey; Jacksonville, Florida; and West Palm Beach, Florida.

Exhibit 6 is a document dated August 2, 2004, prepared for Federal income tax purposes by Deloitte and Touche, LLP which allocates among the several States the value of the inventories, equipment and machinery, net rentals, and property of Mobex. For the purpose it was prepared, the Deloitte document does not apportion among call signs or sites, however, the document demonstrates that Mobex owned substantial property and bore substantial costs of operation during 2003.

The documents at Exhibit 7 are site leases entered into by MCLM which demonstrate MCLM's continued intention to serve the market and/or operate the facilities authorized under the license for WRV374.

Havens' Study Was Useless

Because the Commission has already disposed of Havens' claims concerning completion of construction and continuity of coverage, MCLM needs to say little about

Havens' Exhibit 1, which was a wholly fanciful effort to determine the coverage of the WRV374 sites. Not only was Havens' Exhibit 1 immaterial to any valid issue, it was prepared on the basis of parameters which were different from those used when the application for the initial license for station WRV374 was filed for and granted in 1996. Havens used an arbitrary, hypothetical transmitter output power; an arbitrary antenna gain; an arbitrary insertion loss for combiner, duplexer, or other components; and in some instances, an arbitrary derating of the antenna height. Havens neglected to note that the Commission determined nearly ten years ago that

> our own engineering analysis of incumbent systems that were designed on the basis of a larger service contour, such as 17 dBu, demonstrates that the system's continuity of service will not be severed (i.e., that it will not be possible for a geographic licensee to interpose a facility between co-system incumbent stations) if the incumbent is protected to a 38 dBu service contour,

Amendment of the Commission's Rules Concerning Maritime Communications; Petition for Rule Making filed by Regionet Wireless License, LLC, 17 FCC Rcd 6685, 6700 (2002). No matter what Havens' study showed, it would have been irrelevant and proved nothing.

Attached hereto as Exhibit 8 is MCLM's study which depicts the service contours of station WRV374 utilizing as-built parameters. The study demonstrates each site's as-built contours at 17 dBu and at 38 dBu.

Havens' Allegations of Fraud are Extremely Irresponsible

Havens' use of Google Earth to claim that certain facilities of station WRV374 were never constructed, or are not constructed in the present day, and his resulting claims of fraud

are highly irresponsible. By his Exhibits 3 and 10, Havens sought to inflate trivial differences between sets of geographic coordinates into claims of fraud. These differences do not support Havens' claim that certain stations "are not located on any structure," Petition at 33. The Commission's records show that the license for station WRV374 was initially granted in 1996. How the geographic coordinates of the sites was initially determined by the various site owners at that time is not known to MCLM. MCLM suspects that Regionet, the initial licensee, may have used coordinates provided by the site owners or used the Global Positioning System (GPS). If site owner-supplied coordinates were used, they would have been based on NAD27, the standard in use by the Commission at that time. The Commission may take administrative notice that Selective Availability of accurate GPS coordinates was imposed until May 2, 2000, in the interest of national security. Until Selective Availability was lifted, civilians had access to less accurate GPS location information than the military; in many cases the random error was in the hundreds of feet.

Even if the site owners' or GPS geographic coordinate information had been precisely correct in 1996, the Commission at that time required the use of the North American Datum of 1927 (NAD 27) as the basis for geographic coordinates. The Commission did not even propose to require the use of NAD83 coordinates for licensing until 1998, Amendment of Parts 0, 1, 13, 22, 24, 26, 27, 80, 87, 90, 95, 97, and 101 of the Commission's Rules to Facilitate the Development and Use of the Universal Licensing System in the Wireless Telecommunications Services, 13 FCC Rcd 9672 (1998); and did not require the use of NAD83 for tower registration until 1999, Commission Announces New Procedures for

Antenna Structure Registration, 14 FCC Rcd 9668 (1999). Had the initial applications been filed today, they would have been required to be filed using NAD83 coordinates, but, in 1996, the applications could not have used a datum other than NAD27. Havens' screen prints from Google Earth do not indicate whether the datum used was NAD27, NAD83, NAD88, World Geodetic System 84, or some other definition of the shape of the Earth and do not indicate the map projection used. The Commission can take administrative notice that there are sometimes substantial differences of coordinate locations depending on the geographic datum used. Moreover, Havens provided no information concerning the accuracy of Google Earth coordinates. Absent information concerning the data used and the accuracy of Google's coordinates, Havens Google pictures are not worthy of consideration.

Havens' attempt to elevate a minor and entirely understandable discrepancy in geographic coordinates between the resources available in 1996 and 2011 into a claim of fraud on the Commission was absurd to the point of frivolity and yet another abuse of the Commission's processes. Havens did not point to any requirement in the Commission's Rules for MCLM to file an application for modification of its licensed coordinates when there has been no change in the site's location. Further, Havens failed to show that the discrepancies which he alleged had caused any interference to himself or to any other authorized spectrum user.

At his Exhibit 4, Havens provided a copy of a UCC Financing Statement filed by Mobex. The document shows that some sites used Tait MPT-1327 equipment, some sites used

Motorola PassPort equipment, some used equipment obtained from Waterway Communications System, and some used equipment identified as "License Holder". The expression "license holder" was used within Mobex as synonymous with "a non-revenue generating" site: this was a site that fully met FCC buildout requirements but had no current commercial customers. The site was a money-losing site, but was needed to protect the license contours until revenue could be realized at that site, or nearby fill-in sites, in the market. At the time that MCLM acquired Mobex's licenses and other assets, when the spreadsheet at Exhibit 2 was prepared, equipment was used at each site which complied with the Commission's rules. There is no Commission rule requiring each site to make money or to have paying customers; the marketplace dictates levels of demand and carriers determine where best to allocate their resources to boost sales and marketing efforts.

Havens Has No Basis for His Demands in the Commission's Rules

Havens demanded that the Commission determine that the license for some of the sites of station WRV374 be terminated because Havens alleges that MCLM has permanently discontinued operations. Havens' argument was flawed for a variety of reasons. As MCLM has consistently pointed out and the Commission recognizes, but Havens seems not to understand, there is no Commission rule which defines when an AMTS licensee has permanently discontinued operation of a station. Rule Section 1.955(a)(3) provides that

> authorizations automatically terminate, without specific Commission action, if service is permanently discontinued. The Commission authorization or the individual service rules govern the definition of permanent discontinuance for purposes of this section. A licensee who discontinues operations shall notify the Commission of the discontinuance of operations by submitting FCC Form 601 or 605 requesting license cancellation,

47 C.F.R. §1.955(a)(3). MCLM never sent a notice to the Commission for the discontinuance of operations via FCC Form 601 or 605, and never requested their cancellation for the license. MCLM has never permanently discontinued operation. One will search MCLM's licenses and Part 80 of the Commission's Rules, which governs AMTS, in vain for any condition or rule which governs the definition of permanent discontinuance for purposes of Rule Section 1.955. That the Commission has no rule which governs the definition of permanent discontinuance for purposes of Part 80 is demonstrated by the Commission's notice of proposed rulemaking in the matter of Review of the Commission's Part 95 Personal Radio Services Rules; 1998 Biennial Regulatory Review -- 47 C.F.R. Part 90 -- Private Land Mobile Radio Services; Petition for Rulemaking of Garmin International, Inc.; Petition for Rulemaking of Omnitronics, L.L.C., 25 FCC Rcd 7651 (2010). If the Commission had a rule, there would be no need for the Commission to propose one. MCLM has not permanently discontinued operation of any of the sites of station WRV374.

Permanent discontinuance of an authorized facility can reasonably be determined only by the licensee's intent. For the Commission to determine whether a licensee has permanently discontinued operation requires knowledge of the licensee's intent. Directly on point is the decision of the Court of Appeals in Birt v. Surface Trans. Bd., et al., 90 F.3d 580 (D.C. Cir. 1996) (Birt). Birt desired the court to determine that the Union Pacific Railroad had abandoned a section of track and that rights to the land should revert to Birt. The court held for the railroad, declaring that

> a determination as to whether there is an "abandonment" should involve a more searching and functional inquiry about the actual intent of the parties to the transaction

> than the bare formalities addressed by the Commission here. As stated by the Eighth Circuit Court of Appeals, abandonment is characterized by an intention of the carrier to cease permanently or indefinitely all transportation service on the relevant line.... It is the "intent" of the railroad--as evidenced by a spectrum of facts varying as appropriate from case to case--that should be the pivotal issue,

id. at 585, citing Black v. ICC, 762 F.2d 106, 113 & n.15, 246 U.S. App. D.C. 12 (D.C. Cir. 1985).

MCLM has not formed an intent to permanently discontinue operation of any site of station WRV374. MCLM acknowledges that it did not always pay rent for some of its tower sites. However, failure to pay rent is not the same as abandoning a license. This can easily be explained by the fact that MCLM has actively re-purposed the spectrum from maritime-only usage to efficient, modern technologies, as described below, many of which require more cellular-like architectures (several fill-in sites rather than one high site in a market). For example, where MCLM's Mid-Atlantic auction license overlaps WRV374, it would be wasteful and not in the public interest to pay site rent and utilities for duplicative sites. MCLM leases spectrum in Virginia to electric utilities and these customers choose their own sites, some within the footprint of WRV374 and some within the geographic area of station WQGF315. It would be wasteful to keep a WRV374 site in operation and obstruct the use of the spectrum by a utility at a nearby site, just to be able to say that the WRV374 site had not been discontinued. If, as a result of its current rule making proceeding, the Commission adopts a rule which defines permanent discontinuance of an AMTS station, then MCLM will

provide facilities at the overlapped sites if necessary to retain both the incumbent site and the authorization to use the site under the license for station WQGF315.

The important point is that, far from abandoning those locations which overlap with its Mid-Atlantic geographic area license, MCLM has sought to incorporate them into the larger footprint of the auction territory. MCLM has not filed an application to delete those sites within its auction contour, primarily because of the ongoing challenge to MCLM's status as the auction winner for the area. Consider the situation of the New Jersey Turnpike Authority (NJTA), which heavily uses MCLM's spectrum in the areas of both MCLM's auction license and the incumbent sites of station WRV374, namely, southern New Jersey around Philadelphia and just north of the Delaware Memorial Bridge. It would be poor spectrum policy to require MCLM to maintain WRV374 sites such as Winterthur, Delaware, where the entire surrounding area is already served by the NJTA from its preferred sites. Please see the coverage map of the NJTA system using MCLM's auction and incumbent spectrum. The spectrum is heavily used and good public policy would not require MCLM to withhold some spectrum from NJTA merely to keep a site in operation at Winterthur.

MCLM Has Not Permanently Deconstructed in Florida

At Havens' Exhibit 8, Havens provided information concerning facilities operated under a management agreement (not under a lease) with Central Communications Network, Inc. (CCN) in the State of Florida. Havens not only failed to interpret those facts correctly, he

also jumped to an incorrect conclusion concerning an e-mail message from Jim Sansavera of CCN to David Ayers of the telecommunications firm, Access Spectrum, LLC.

Fourteen PassPort sites were constructed under the management arrangement between MCLM and CCN. The system was operated for several years before CCN ran out of money and stopped paying MCLM for the use of the spectrum. (CCN may have oversold the PassPort radios to customers because, as it happened, the radios did not live up to customer expectations for portable coverage performance.) After several efforts to retrieve the payments, and while the system remained in operation by CCN, MCLM determined to file in court against CCN for nearly $900,000 in payments due. MCLM was awarded a default judgment against CCN for the entire amount due in October 2009. MCLM attempted to collect this judgment and restore service, but Motorola and Lease Corporation of America hold liens on the hard assets located at the sites and the radios in inventory. MCLM understands that CCN may have turned off the equipment at some or all of the 14 sites, and MCLM very much desires to retrieve the equipment used by CCN and return the stations to operation, and is earnestly attempting to do so. As one would expect, MCLM has hired a collection company to pursue a financial settlement which could include recovery of the equipment at the sites or payment to MCLM of the judgment owed so that MCLM could carry out its intention to resume service. Havens is not a real-world operator, so he would not know that sometimes in business you try things and fail: PassPort failed in central Florida; it did not attract sufficient customer demand to warrant CCN's keeping it in service. In addition, MCLM believes that CCN's salesforce failed to price the monthly service appropriately. What is clear is that the

Commission does not expect, nor could it expect, licensees to be commercially successful in every deployment. Here, MCLM's attempt to work with CCN was not commercially successful over the long term. But the fact that MCLM spent thousands of dollars to sue, won a summary judgment, and now moved to enforce that judgment, shows it never has abandoned Tampa, St. Petersburg, Clearwater, Orlando, or the other areas of central Florida covered by this system.

Mobex timely built an LTR system at its Florida sites, including Clearwater. Havens misread the Sansavera message as suggesting that nothing was constructed at Clearwater. At the time that Sansavera wrote to Ayers (neither one a Mobex employee), Mobex had LTR facilities constructed in Clearwater; the question alluded to in the e-mail message was whether CCN was going to replace that LTR site with a "220" PassPort site, or whether Mobex would leave it as LTR and expand with fill-in sites of PassPort around the site. The decision was made to leave Clearwater as LTR and to build PassPort at other sites around it in the Tampa Bay market.

Havens' was incorrect in claiming that MCLM's Miami site has been abandoned. To the contrary, MCLM in early 2011 signed a new lease for the Datran 2 Building and has been working with the site owner. A copy of that lease is attached as Exhibit 9 hereto. The lease predates the filing of the above-captioned application and shows no intention to discontinue service permanently.

The technician hired to prepare Havens' Exhibit 10, Part 1 stated that he heard a station operating in the Miami area on frequency 217.926 MHz, which is in the frequency band authorized for station WRV374, and "assumed [it] to be from [an] MCLM transmitter." Havens' technician admitted that he did not have the equipment necessary to find a station location and he stated that he did not find the source of the signal. MCLM does hold a lease for the Datran 2 Building where the station is authorized and also has Critical RF, Inc. (CRF) radio users in the Miami market operating at or new that site on MCLM channels. As discussed in more detail herein, MCLM has often used the spectrum authorized under its license for Miami and West Palm Beach to demonstrate the equipment and software of CRF. Since 2010, MCLM has been exploring a transportation communications solution with TriRail (Miami to West Palm Beach) for PTC use in the area as well as a PTC system in the Orlando area.

New Jersey, Allentown, Philadelphia, Delaware and New York City Spectrum is in Operation

Within its authorized coverage areas in New Jersey, MCLM has leased 32 of its 40 channels to Pinnacle Wireless, Inc. (Pinnacle). Pinnacle, in turn has deployed 20 of the channels for a Motorola PassPort system used by public authorities on the New Jersey Turnpike and the Garden State Parkway, together with the NJTA system. This important system helps tens of millions of travelers each year obtain communication to avoid road hazards, such as ice; to get emergency response in case of accidents; and to move safely throughout the interstate system which is one of the busiest in the world. Please see at Exhibit 9 a map of the system in place today throughout New Jersey on MCLM's spectrum.

In addition, Pinnacle has deployed 12 of the MCLM channels in Northern New Jersey for the Meadowlands Complex, a series of NHL and NFL stadiums, a mall, and other event locations visited by over one million persons annually. This radio system provides security communications and logistics to these important venues. On any given Sunday in autumn, nearly 100,000 fans pack Giants Stadium and its environs to see a Giants or Jets game.

Havens' reckless claim that MCLM's nearby Verona, New Jersey site was somehow terminated ignores the fact that Pinnacle until 2010 managed the site for MCLM and MCLM paid Pinnacle in 2010 for an extension of rights to use the authorized Verona location as needed into the future. MCLM has been negotiating with the new site manager for an extension of its rights to use this site when the current rights expire. With channels in use all around the site for important public interest purposes, it would be foolish for MCLM to withdraw a channel from, for example, the New Jersey Transit Authority and modify its license to specify a different site merely to please Havens.

In his Comments, Havens noted that MCLM has offered much of the WRV374 spectrum to the National Railroad Passenger Corporation (Amtrak). Havens claimed to have a copy of MCLM's proposal to Amtrak. In an e-mail message to the Commission on July 22, 2011, Havens claimed that he obtained MCLM's proposal to Amtrak from a public MCLM website. MCLM does not have a public website. Using a URL which no one outside of MCLM should be able to associate with MCLM, MCLM does transfer information from one of its offices to another by file transfer protocol so that large files can be transmitted without

the size limitations of e-mail. The only reasonable conclusion is that Havens must have been given knowledge of the site by Steve Calabrese, a disgruntled former employee of CRF, and took it on himself to spy on and disclose MCLM's private business. *MCLM asks the Commission to investigate whether Havens, a direct competitor, has violated telecommunications laws and/or anti-trust laws by his unauthorized access of and intrusion into MCLM's commercially-sensitive computer systems and obtaining its proprietary customer proposals and spectrum pricing information.*

The very fact of MCLM's offer to Amtrak shows MCLM never formed the requisite intent to discontinue permanently the operation of station WRV374. It should be obvious, even to Havens, that had MCLM intended to discontinue operation permanently and request modification of its license to delete sites, MCLM could not and would not have made an offer to Amtrak. Amtrak's Northeast Corridor is covered by both MCLM's auction license WQGF315 and its incumbent license WRV374 from Union Station in Washington through Philadelphia up to midway through New Jersey. From there, the trackage overlaps with the NJTA system in place on MCLM's license for WRV374 all the way to New York City. After that, it is covered by MCLM's WRV374 license for World Trade Center (currently operational at Times Square); Valhalla, New York (Westchester County); Selden, New York; Hamden, Connecticut; Rehobeth, Massachusetts; and up to South Station in Boston (an authorized fill-in site). At no point along this 500 miles of track has MCLM permanently abandoned a site. These sites are valid and ready for Amtrak, if Havens would only get out of the way of the oncoming train.

Other Sites

MCLM is in operation at its sites at Savannah, Georgia; Selden, New York, Valhalla, New York; Hamden, Connecticut; and Rehobeth, Massachusetts (and a fill-in site at Boston).

In North and South Carolina, MCLM in December 2010 entered into a spectrum Asset Purchase Agreement with Progress Energy. Under that agreement, MCLM would have cancelled its license for the sites at Myrtle Beach (Conway) and Navassa (New Bern) at the time of closing. However, because of the purchase of Progress Energy by Duke Energy announced in early 2011, there was a change in the new owner's direction and Progress Energy cancelled the agreement and MCLM withdrew the assignment application.[1]

Havens' allegation that his Exhibit 2 proved that Regionet Wireless License, LLC did not construct a station at Philadelphia was absurd. MCLM does not know why a sister company to Regionet entered into the tower lease, nor does that fact prove anything material. Regionet Wireless License, LLC and Regionet Wireless Operations, LLC were both purchased by Mobex and Mobex combined the operations activities with the licensing activities. MCLM acquired an operating facility from Mobex at Philadelphia. Because the Philadelphia

[1] Conway and New Bern are among 8 sites which are of no real consequence in the instant matter. Along with the WRV374 sites at Philadelphia; Winterthur, Delaware; Navassa, North Carolina; Suffolk and Richmond, Virginia; and Baltimore, Maryland, the Conway and New Bern sites are overlain by MCLM's geographic area license for station WQGF315. Although MCLM could modify its license for station WRV374 to delete those sites as duplicative, MCLM will not do so for reasons explained, *supra*.

site is covered by MCLM's license for station WQGF315, Havens had nothing to gain by complaining about Philadelphia.

Havens relied at his Exhibit 6 on a declaration of Stephen J. Calabrese for information concerning MCLM construction and for certain of his assertions. At his cover page of Exhibit 6 (also labeled Exhibit B) Havens stated that the declaration speaks for itself. No, the Calabrese declaration does not speak for itself. At his page 24, Havens incorporated the Calabrese declaration into his Petition which means that Havens, himself, declared the truth of the matters therein under penalty of perjury. Havens cannot escape liability for perjury because he admitted in his own declaration at page 52 of his Petition that the Calabrese declaration was (as MCLM had suspected) "prepared pursuant to [his] direction and control." MCLM has, in earlier pleadings in other matters, stated its position on Calabrese's (now Havens') false allegations and it is not necessary to recite them here. Calabrese is a disgruntled former employee of CRF, not of MCLM. Calabrese was apparently directed by Havens to prepare a declaration, which appears to be a hasty draft, and is full of lies and wild claims. Havens clings to these falsehoods as his own, and he does so under penalty of perjury.

Minor Issues

MCLM has operated stations lawfully by providing Private Mobile Radio Service. Rule Section 80.475(c) expressly permits the provision of either Commercial Mobile Radio Service (CMRS) or Private Mobile Radio Service (PMRS) by an AMTS licensee. The Commission's rules do not make operation under rule section 80.475(c) contingent on the

filing of a certification under 47 C.F.R. §20.9(b). Nor do the Commission's rules define operation providing PMRS as discontinuance of operation. Obviously, a licensee cannot provide PMRS without operating.

There is no merit to Havens' claim that "John Reardon cannot sign and submit the Application since under FCC rules only and officer of a [sic] LLC, which is an unincorporated association . . . can sign and submit a license application." Havens presented no authority in support of his assertion that a limited liability company is an unincorporated association. Section 1.917(a) of the Commission's Rules, provides that an application must be signed

> (1) by the applicant if the applicant is an individual; (2) by one of the partners if the applicant is a partnership; (3) by an officer, director, or duly authorized employee, if the applicant is a corporation; (4) by a member who is an officer, if the applicant is an unincorporated association; or (5) by a trustee of the applicant is an amateur radio service club,

47 C.F.R. §1.917(a). Rule 1.917(a) does not provide for anyone to sign an application for a limited liability company. Either Rule 1.917(a) does not permit a limited liability company (including Havens' LLCs) to file any license application or the Rule requires a reasonable interpretation. No Commission precedent answers the question of whether a limited liability company should be treated as a corporation or as an unincorporated association for purposes of applying Rule 1.917(a). An informal club, such a motorcycle club, a hiking club, or a labor union are good examples of unincorporated associations. Members may come and go with little or no formality and such associations do not require registration with a governmental entity to pursue their activities. A motorcycle club, a hiking club, or a labor union may have need of a radio license to coordinate its activities safely. In contrast, a limited liability

company is subject to state registration requirements and state regulation of its form and manner of operation. Codified state law defines the extent to which participants in a limited liability company are liable for harm caused by the company. Accordingly, a limited liability company is more like a corporation for purposes of applying rule 1.917(a) than it is like an unincorporated association. John Reardon signed the application in the instant matter as an authorized employee of MCLM and the Commission should accept his signature as sufficient for acceptance and grant of the application.

Havens is in error in claiming that there is "a dispute as to the control in MCLM," Petition at 3. There is no dispute, no power struggle. Havens presented no evidence that anyone in MCLM disputes that Sandra DePriest controls MCLM.

MCLM notes Havens' statement at Petition page 6 that "as far as the Commission's rules allow reference and incorporation, then it is permitted in the instant proceeding." However, Havens failed to disclose that in an e-mail message, see, Exhibit 10 hereto, to him on March 11, 2011, Roger Noel, Chief, Mobility Division of the Wireless Telecommunications Bureau, advised Havens that

> the Division believes that the relief you seek is inconsistent with Sections 1.41 and 1.939 of the Commission's rules. Nothing in Sections 1.41 or 1.939 permits incorporation by reference in informal requests or petitions to deny. In contrast, Sections 1.923 and 1.925 expressly do permit incorporation by reference in applications and waiver requests. Consequently, we read Sections 1.41 and 1.939 as not permitting incorporation by reference.

MCLM agrees with Mr. Noel that the Commission's rules do not permit incorporation and believes that the Commission will disregard the pleadings which Havens attempted to

incorporate at pages 8-11 of his petition. See, also, the Commission's discussion of Rule Section 1.923 at Regionet Wireless License, LLC, 17 FCC Rcd. 21263, -67 (2002) (Havens petitioner). If the Commission does permit such incorporation, then MCLM respectfully refers the Commission to its responses to the Havens pleadings which Havens referenced.

Even if the Commission's Rules did permit incorporation by reference, they surely would not permit the kind of reference which Havens attempted at his page 11. At his page 11, Havens claimed to be withholding additional facts and information from both MCLM and the Commission but incorporated his secret facts by reference, anyway. Not only is such withholding one element of a strike pleading, but permitting such Star Chamber incorporation would give MCLM no opportunity to respond.

At his page 36, Havens confused termination of a license with revocation of a license. Havens is wrong. The Commission has never revoked an MCLM license.

Havens attempted to go back more than 15 years to impose a requirement on MCLM which has never existed. At page 42 of his Petition, Havens claimed that MCLM had not shown need for all of the channels of station WRV374. The Commission's Rules do not now and never have required a showing of need for grant of any certain amount of spectrum.

MCLM is Within Its Rights to Lease and Sell Spectrum

Havens pointlessly observed that "MCLM has its entire AMTS spectrum listed for sale," Petition at 34. MCLM is actively listing its spectrum. The Commission may take administrative notice that Havens, too, has sold portions of his AMTS spectrum to the same types of users MCLM, including Northeast Utilities Service Company and Puget Sound Energy. Prior to deciding to lease and sell spectrum pursuant to the Commission's Secondary Markets proceeding and rules, see, Regionet Wireless License, LLC, 17 FCC Rcd 6685 (2002), MCLM hired three business development consultants in 2006-2008, conducted extensive engineering and market research, and considered a range of possible uses for its spectrum, including innovative services which no one is offering today.

Among the possible uses MCLM examined for its AMTS spectrum were local distribution of the baseband content of broadcast satellite radio programs for XM Satellite Radio, one of the satellite radio broadcasters. Satellite signals do not provide the uninterrupted reception in all locations which is necessary for radio listener satisfaction. MCLM's consultants considered whether translation of the satellite signals to the AMTS band, with its reliable, wide area terrestrial coverage, could be provided to satellite broadcasters and their subscribers to allow the broadcasters to reduce the risk to other services of their using terrestrial satellite-band repeaters. Unfortunately, after MCLM met with XM officials, XM's need for MCLM's spectrum was obviated by the subsequent purchase of XM by Sirius Satellite Radio.

MCLM explored providing connectivity to digital billboards. Digital billboards can provide advertisers like McDonald's with the ability to advise customers of special offers without the cost of the labor necessary to go out and change a sign's message. Digital billboards provide public safety entities with the ability to broadcast amber alerts, to warn travelers of dangerous road conditions and threatening weather, of obstructions and delays ahead, and of forthcoming improvement projects. MCLM looked at all these possibilities of providing wireless data service for digital billboards and held meetings with top billboard operators, including Lamar Outdoor Advertising, Clear Channel, and CBS. Unfortunately, MCLM determined that it could not compete with Cellular data service, notably Sprint, on price for connectivity to and from the digital billboard.

MCLM examined container tracking systems, whereby AMTS spectrum would be used for the last mile connectivity needed to monitor cargo as it enters the United States and is trans-shipped by rail, truck, and riverway. This container tracking is a critical mission of the Department of Homeland Security in the wake of the 9/11 attacks. Shippers of goods by sea, by river, by road, and by rail all desire improved tracking of their property as it is in transit. Knowledge of the location of a ship, a river tow, a road trailer, or a rail car or container can give a shipper the confidence and the information it needs to plan for the goods' arrival. Knowledge of a series of locations can allow a computer to estimate the time of arrival within a range of only minutes so that a cargo handling crew can be on hand with little or no wasted waiting time. MCLM's experts' analysis of the potential for a large container tracking system at ports of entry and nationwide concluded that the cost of deployment was large, and, despite

its best efforts, MCLM was unable to attract the necessary DHS funding or private investment needed to get such a container tracking system off the ground in the AMTS band.

Then, MCLM considered upgrading the Automatic Identification System (known as AIS-B) by using its AMTS spectrum in association with Shine Metro, a patent holder of AIS-B technology. MCLM met with maritime authorities, the United States Coast Guard, and hired a consultant with USCG experience to assist MCLM's management in developing this opportunity. After nearly a year of work, MCLM concluded that, while an opportunity existed, MCLM's spectrum would not be suitable because it is not allocated for international AIS, so ships would need two radio systems when coming from a different nation, even from Canada or Mexico.

MCLM also examined a type of LoJack for property, such as laptop computers. The necessary size of a tracking radio package in the band 217-220 MHz made it likely that few customers would desire to attach the package to a valuable item, such as their computers or flatscreen televisions.

MCLM entered into a memorandum of understanding with Project LifeSaver, a Virginia based non-profit organization that works in 44 states to track missing individuals. This was a venture which MCLM believed to be most worthy of its time and effort, since Project LifeSaver works in the 215 MHz band. Moving to the 217-220 MHz AMTS band would free Project LifeSaver from interference and would reduce the risk of interference to

TV stations on Channel 13. However, after months of efforts and meetings, MCLM cancelled the memorandum of understanding with Project LifeSaver, based on the fact that in the recession of 2008, insufficient funds, both private and governmental, were available for systemwide transition from the 215 MHz band to the 217-220 MHz band.

MCLM has encouraged manufacturers to develop new digital products for the AMTS band, products which will create new customers for MCLM. MCLM met with General Electric and with CalAmp and helped to persuade them to build Smart Grid products in the AMTS band, including GE's MDS SD2 series of radios and CalAmp's Viper 200 series, to make the best use of the $4 billion which the Federal government has granted to utilities for Smart Grid deployment. MCLM continues to seek out new ideas for digital devices which can create new AMTS customers.

MCLM's initial marketing efforts led it to conclude at an early date, and MCLM's consultants concurred, that Cellular and Satellite service had consumed the market for traditional two-way maritime radio beyond the customers which it had acquired from Mobex and that it did not have sufficient bandwidth to offer other services to maritime users, such as video, which might be successful in the marketplace on a competitive basis. After this exhaustive three year long examination of potential uses for the spectrum, MCLM determined in September 2008 that Spectrum Bridge, an Ebay type of broker of spectrum online, would assist MCLM in identifying customers for sale or lease of the spectrum. Working together, Spectrum Bridge and MCLM identified Positive Train Control, Smart Grid control of electric

power distribution, and industrial radio users with narrowbanding requirements as the best users for its spectrum. MCLM notes that neither railroads, utilities, nor energy companies want MCLM to build and operate systems for them. Instead, these critical infrastructure industries desire to own their own exclusive spectrum, desire to design and control their own systems, and to build out as necessary to meet their public service needs. Thus, MCLM's client list today includes the Metrorail passenger railroad in the six counties of Southern California; the New Jersey Transit Authority (through Pinnacle Wireless); and large utilities like Puget Sound Energy; Alliant Energy (Wisconsin Power and Light and Interstate Power and Light), Duquesne Light; and smaller utilities like CoServ (Denton County Electric) near Dallas, and DEMCO (Dixie Electric Cooperative) near New Orleans. Pipeline companies like Enbridge and well head operators like EnCana Oil and Gas are all customers. MCLM proudly and respectfully submits that its research and deployment work has done far, far more to advance the cause of efficient use of the AMTS spectrum than Warren Havens' Berkeley Coffee Club, where he sits around with some professors coming up with new acronyms such as Halo and ATLIS, but creates nothing in reality except attorneys' fees and reams of paper.

MCLM is an Innovator

MCLM has four important new uses for the spectrum of station WRV374, including Radio over IP, PTC, Smart Grid, and narrowbanding, all of which meet public interest goals of providing safety of life, security of property, interoperability, and efficient use of spectrum.

In 2006, MCLM purchased a majority interest in Critical RF, Inc., which makes equipment and software for "Radio over IP." CRF equipment provides interconnection between the Internet and radio systems so that, for example, a CRF application on a smartphone can be used to communicate through a CRF base station with an AMTS PassPort mobile unit. CRF uses MCLM channels in Florida; Indiana; Washington, D.C.; New York; and elsewhere to demonstrate Radio over IP to potential customers. CRF has a network of dealers around the nation in MCLM's licensed cities, including the WRV374 markets such as Tampa/Clearwater, Orlando, and Miami/West Palm Beach. A copy of the CRF product brochure is attached hereto as Exhibit 12.

MCLM recognizes that the use of its WRV374 spectrum with interoperability to smartphones, software defined radios, and traditional radios with Radio over IP technology are part of the next evolution in communications. Just as WiFi has changed our notions of connectivity, so will cognitive radio and interoperable software make licensed spectrum one of many choices for users of two way radios, smartphones, and other devices with internet access built into them. MCLM has been, is, and intends to continue to be a leader in developing this new technology since its acquisition of CRF in 2006.

When Congress passed the Railroad Security and Infrastructure Act in October 2008, it mandated Positive Train Control over 130,000 miles of track but gave no funds or spectrum for the purpose. The major freight railways already owned some 220-222 MHz spectrum which--unlike Havens who did not construct anything before his 220 MHz licenses expired--

they are building out. However, commuter railroads and Amtrak need AMTS spectrum because there is not enough interoperable spectrum available. Only MCLM's A Block AMTS spectrum is compatible with most of the freight railroad systems in operation; the B Block spectrum held by Havens and by Paging Systems, Inc. is below the range of PTC radios in most systems.[2]

As the Commission's January 1, 2013 deadline approaches for narrowband conversion of all nearly all Part 90 Industrial/Business two-way radio systems, many licensees which have deteriorating, fully-amortized equipment are finding that their old equipment cannot be modified to narrowband operation which will comply with the Commission's 12.5 kHz bandwidth rules. These critical infrastructure entities, such as MCLM customer Puget Sound Energy, are finding that acquiring exclusive spectrum from MCLM and replacing their old systems with new AMTS equipment meets the Commission's requirements. Not only does the user obtain the best in new equipment (which it must buy, anyway) but it obtains exclusive use spectrum and need not be concerned with other persons sharing the channels.

MCLM is serving the public interest by meeting critical needs for spectrum and innovating technology. Those critical needs include Positive Train Control, Smart Grid, Radio over IP interoperability, and allowing users to narrowband their systems.

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[2] Interoperability is necessary because freight railroads interchange with and lend locomotives and cars to one another, and passenger railroads share track with freight roads.

The Commission Should Take Tough Measures Against Havens' Abuse

On July 22, 2011, the Commission released its Third Order on Reconsideration in the matter of Warren C. Havens' Applications to Provide Automated Maritime Telecommunications System Stations at Various Locations in Texas and Applications to Provide Automated Maritime Telecommunication System Stations at Chaffed, Aspen, Colorado Springs, Copper Mountain, and Leadville, Colorado, _____ FCC Rcd _____ (2011) (FCC 11-116) (the Havens TRO). In the Havens TRO, the Commission concluded that

> Havens has abused the Commission's processes in the proceeding and, accordingly, we propose that we should prohibit Havens (or any person or entity acting on behalf of Havens) from filing any further pleadings with respect to the license applications at issue without the prior approval of the Wireless Telecommunications Bureau,

TRO at para. 1. Havens could not wait even 24 hours without again abusing the Commission's processes in the instant matter.

On July 22, 2011, the Wireless Telecommunications Bureau (WTB) granted MCLM an extension of time to file the instant Opposition. Not satisfied with exhausting the Commission's patience in the TRO matter, immediately upon learning of the grant, Havens filed, on an *ex parte* basis, a pleading, titled in ULS, "Comments on MCLM motion and its grant." (Havens Comments) The Commission's Rules do not provide for the filing of a reply to an opposition to a petition to deny a motion or for the filing of a petition for reconsideration of the grant of an interlocutory motion such as a motion for extension of time.[3] Havens neither

[3] Havens appears to be incapable of accepting for himself the position which, on the next business day after he filed his Comments, he stated at page 5 of his Opposition to Request for Expedited Action in EB Docket No. 11-71 (Opposition). Havens recognized in his Opposition that "a continuing barrage of repetitive pleadings. . . does nothing to further [a

filed a motion to accept his unauthorized Comments nor attached a certificate of service to them. In his Comments Havens scandalized not only MCLM by alleging the commission of multiple crimes but, by citing Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971), Havens accused unknown named agents of the FCC with depriving him of unspecified civil rights.[4] Further, Havens spewed forth speculations of conspiracy to hide evidence with absolutely no facts to support his wild claims. The Commission should recognize that, if not constrained, Havens will attempt to make the same mess of the instant proceeding that he made of the matter which resulted in the TRO. The Commission should immediately issue an order in the instant matter, similar to the TRO, requiring Havens to obtain consent before filing any pleading beyond the standard reply.

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party's] case, particularly given that the [party has] nothing substantive to add to what they have already submitted." Havens did not explain why the principle does not apply to himself.

[4] Havens also threatened a Bivins action against unknown named agents of the FCC for unspecified acts at page 21 of his contemporaneously filed Reply to Opposition to Petition to Dismiss, Petition to Deny, or in the Alternative Section 1.41 Request in the matter of Paging Systems, Inc., FCC File Nos. 0004732667 and 0004744089, filed July 20, 2011.

Conclusion

For all the foregoing reasons, the Commission should dismiss or deny Havens' Petition, grant the routine renewal of the license for station WRV374, and take tough measures to contain Havens to avoid the creation of years of chaos in the instant matter.

Respectfully submitted,
MARITIME COMMUNICATIONS/
LAND MOBILE, LLC

/s/ Dennis C. Brown

8124 Cooke Court, Suite 201
Manassas, Virginia 20109-7406
703/365-9437

Dated: August 8, 2011

DECLARATION

I am an authorized employee and Chief of Engineering for Maritime Communications/Land Mobile, LLC. I was also Chief of Engineering for Mobex Network Services, LLC. I declare under penalty of perjury that the foregoing is true and correct. Executed on

August 8, 2011.

Tim Smith

Tim Smith

CERTIFICATE OF SERVICE

I hereby certify that on this eighth day of August, 2011, I served a copy of the foregoing Opposition to the Petition to Dismiss, Petition to Deny, or in the Alternative Section 1.41 Request on the following persons by placing a copy in the United States Mail, first-class postage prepaid:

Warren C. Havens, President
Environmentel LLC
Verde Systems, LLC
Intelligent Transportation & Monitoring Wireless LLC
Telesaurus Holdings GB LLC
V2G LLC
Skybridge Spectrum Foundation
2509 Stuart Street
Berkeley, California 94705

/s/ Dennis C. Brown

EXHIBIT 1

DECLARATION

I, David Predmore, state and declare as follows:

1. I am an honorably discharged former member of the US Navy; and a graduate of Georgetown University Law School, where I received my Juris Doctor degree in 2001.
2. I served for six years as Law Clerk, Associate Counsel, General Counsel, and finally Chief Administrative Officer, of Mobex Communications, Inc. ("MComm") and its related subsidiaries, including AMTS licensee Mobex Network Services, LLC ("Mobex"). My service began in 2000 and ended with the dissolution of the companies after substantially all assets were sold in 2006.
3. During 2005, Mobex entered into an asset purchase agreement with Maritime Communications/Land Mobile, LLC ("MCLM"). The FCC approved that sale in November 2005 and the transaction closed on December 30, 2005. I remained with Mobex for the first several months of 2006 in order to wind up its affairs, including paying creditors and others from the sale proceeds, dissolving the legal entities, etc.
4. In March 2006, I began employment for the National Rural Electric Cooperative Association as an attorney in its Arlington, VA headquarters.
5. After the sale of its assets, Mobex kept its voluminous records in storage with Nation's Capital Archives & Storage Systems Inc. in Virginia. After the company was wound up and dissolved, there was no corporate entity to pay the monthly storage fees, and Nation's Capital Archives informed me it would destroy the company records, including copies of site leases, equipment inventory, etc.
6. During my tenure at Mobex, the company paid approximately $75,000 each month in site rental costs for the incumbent license sites, which include the East Coast license, WRV374.
7. Mobex was a professional, well-run organization, with a minority investment from Nextel, and a Board consisting of active, engaged members. MComm, the parent company, had over 100 shareholders, all separate and entirely apart from MCLM. Mobex had purchased WRV374 in the year 2000, as part of its acquisition of the Membership Interests of Regionet Wireless License Company, LLC ("Regionet") from the owners Paul vander Heyden and Fred Daniels. In 2002, Mobex was formed by the merger of wholly-owned subsidiaries of MComm known as Regionet and Waterway Communications, Inc. ("Watercom").
8. John Reardon served as President and CEO of MComm, and its subsidiaries, including Mobex, from January 2001 through December 31, 2005. Once the sale was completed at the end of December 2005, MComm made its final payroll to Mr. Reardon and he began employment on January 1, 2006 with MCLM, LLC, the buyer of Mobex's AMTS licenses.
9. Throughout the period of 2005, Mr. Reardon assisted Mobex with the sale of its assets, including the AMTS sale to MCLM. He remained at all times a

MComm employee, and at the MComm Board's direction, he assisted MCLM officials with any due diligence items or similar customary transition assistance. He also assisted MCLM, with MComm Board approval, in the August 2005 auction of white space licenses. The MComm Board determined it to be in Mobex's best interest for MCLM to acquire white space licenses, so that MCLM would remain interested in consummating the purchase of Mobex's incumbent licenses in the AMTS band.

10. The incumbent operations of Mobex were completely constructed, using a mixture of LTR format equipment on the East Coast and Great Lakes, Watercom waterway equipment in the Mississippi River areas, and MPT 1327 equipment on the West Coast.
11. Mobex entered an agreement with Motorola in the 2002 timeframe to transition four markets from LTR format to Motorola's new PassPort radio format, using the Trident NTS digital controller and an analog air interface. Those four markets were: Chicago, New York, Philadelphia, and Washington, DC/Baltimore.
12. Mobex had a dedicated PassPort sales team, and deployed dealer networks in the other LTR format markets. Much of Mobex's sales success resulted from its Watercom operation, since cellular was increasingly popular and two way radio PassPort systems were cumbersome and relatively more expensive than Nextel's iDEN digital phones, for example.
13. When Mobex sold its AMTS licenses to MCLM, MCLM assumed the leases from Mobex. Mobex paid those leases for third party site rents current through the sales date, i.e December 31, 2005.
14. Mobex entered a management agreement with Central Communications Network, Inc. ("CCN") whereby the LTR equipment in place in Orlando and Tampa/St. Petersburg/Clearwater markets was replaced at CCN's expense with Motorola PassPort systems. That PassPort system was a 14 site system, stretching from Tampa Bay across central Florida to the Atlantic Coast.
15. Mobex entered a lease agreement with Pinnacle Wireless to lease channels to Pinnacle for construction of a Motorola PassPort system covering almost all of New Jersey; this system is still used today by the New Jersey Turnpike and Garden State Parkway public safety officials and road crews. Again, the LTR format systems in place were replaced with the more modern PassPort format.
16. Prior to its sale to MCLM, Warren Havens continually opposed Mobex for several years; he claimed that Mobex had not constructed licenses, Mobex lacked character, etc, . In 2004, Mobex attempted to sell its licenses to Clarity Partners, a major venture capital fund that sought to invest $25 Million into deployment of PassPort systems on the Mobex spectrum. The FCC approved the sale in December 2004. However, because of Havens' opposition to this transaction, the FCC did not approve the sale for over ten months, by which time Clarity Partners had moved on to other projects, and so that transaction was lost, along with the opportunity to build a very large, near nationwide network in 2004.

17. Similarly, when Mobex filed its assignment application to MCLM around June 2005, Mr. Havens made the same complaints about non-construction by Mobex, lack of character, etc. The FCC again rejected Havens' complaints, finding that in fact Mobex was operating and had timely built its systems, and that this issue had been determined previously.
18. It is beyond question that WRV374 was timely built by Mobex's subsidiary Regionet and operated properly by Mobex during its ownership of the licenses. This view is, I believe, validated by the fact that Nextel was a part owner, and Nextel was a very professional organization. In addition, Mr. Reardon and I regularly reported to the Board on our revenues and our cash needs to continue to operate the incumbent sites around the nation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 5, 2011.

David Predmore

EXHIBIT 3

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
MARITIME COMMUNICATIONS/LAND MOBILE, LLC	)	EB Docket No. 11-71
	)	File No. EB-09-IH-1751
	)	FRN: 0013587779
Participant in Auction No. 61 and Licensee of Various Authorizations in the Wireless Radio Services	)	
Applicant for Modification of Various Authorizations in the Wireless Radio Services;	)	
	)	
Applicant with ENCANA OIL AND GAS (USA), INC.; DUQUESNE LIGHT COMPANY; DCP MIDSTREAM, LP; JACKSON COUNTY RURAL MEMBERSHIP ELECTRIC COOPERATIVE; PUGET SOUND ENERGY, INC.; ENBRIDGE ENERGY COMPANY, INC.; INTERSTATE POWER AND LIGHT COMPANY; WISCONSIN POWER AND LIGHT COMPANY; DIXIE ELECTRIC MEMBERSHIP CORPORATION, INC.; ATLAS PIPELINE—MID CONTINENT, LLC; DENTON COUNTY ELECTRIC COOPERATIVE, INC., DBA COSERV ELECTRIC; AND SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	)	Application File Nos. 0004030479, 0004144435, 0004193028, 0004193328, 0004354053, 0004309872, 0004310060, 0004314903, 0004315013, 0004430505, 0004417199, 0004419431, 0004422320, 0004422329, 0004507921, 0004153701, 0004526264, 0004636537, and 0004604962
	)	
For Commission Consent to the Assignment of Various Authorizations in the Wireless Radio Services	)	

RESPONSE TO INTERROGATORIES

Maritime Communications/Land Mobile, LLC ("Maritime") hereby respectfully tenders these responses to the *Joint Interrogatories to Maritime Relating to Nonconstruction and Discontinuance of Site-Based Operations.*

RESPONSE TO INTERROGATORIES

1. Identify by (a) call sign, (b) location, (c) date of grant, and (d) date of expiration, each site-based authorization of which Maritime is currently the licensee or is listed in the FCC's Universal Licensing System as the licensee, including, but not limited to, each site-based authorization that Maritime acquired from Mobex.

Table 1.1 appended hereto is a list of the current authorizations held by Maritime Communications/Land Mobile, LLC ("Maritime"), showing the expiration date for each call sign and, where such can be readily determined, the original date of grant. For many

of these licenses the original grant date cannot be readily determined from official records or other data.

The first column in this table is a number that corresponds to the number of the authorization as listed in Appendix A to the hearing designation order in this case. The stations were licensed before conversion to the Uniform Licensing System ("ULS") and the original grant data does not seem to be reflected online. Additional information may be contained in various site files currently being reproduced in connection with the outstanding document production request. Maritime will review these documents when they are retrieved and will supplement this response if any such identifying data is discovered. Some information responsive to this request is found in Table No. 2, discussed in the response to Interrogatory No. 2, below.

2. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which construction of a Station was completed, identifying the date(s) when (a) construction of the Station commenced and (b) construction was completed.

Table 2 appended hereto is a listing by call sign and location number for each of the stations listed in Table 1. To the extent Maritime has been able to determine it, this table also gives the construction deadline and completion dates. As stated in response to Interrogatory No. 1, however, much of this information is quite old and not readily available. The vast majority of these stations were authorized and constructed long before (many of them ten or fifteen years before) Mobex Network Services, LLC ("Mobex") acquired them from Regionet Wireless License, LLC ("Regionet") and Waterway Communication System, LLC ("Watercom") in 2000. All of them were granted and constructed long before Maritime acquired them from Mobex in 2005. As shown in the table, moreover, many of these stations have been through multiple renewal terms. Nevertheless, where specific information is available, it has been included in the table.

Maritime lacks sufficient data to determine the date construction was "commenced" on each of these facilities. In general, however, physical construction itself (exclusive of site lease negotiations and related preparatory work) takes about two weeks in most cases. On information and belief, construction of each of the listed facilities was completed within the applicable construction deadline, even where the exact dates are unknown. In any event, construction of all of these facilities was complete many years, and in many cases a decade or more, prior to Maritime's acquisition of the licenses, and by entities other than and unrelated to Maritime.

Maritime has tried to be as responsive as available data allows. As the licensing authority, the Commission may have access in its paper files to additional information on original grant dates beyond what is routinely available to public inspection.

3. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which construction of a Station was commenced but

never completed. As to each such authorization (a) specify the date when construction of the Station commenced; (b) specify the date when construction of the Station ceased; and (c) explain fully why construction of the Station was never completed.

None.

4. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which construction of a Station was never commenced, and explain fully why construction was never commenced.

None.

5. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station was placed in operation and specify the date when the station was placed in operation.

Each facility was placed into operation on the date construction was completed.

6. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station was constructed but never placed in operation, and explain why a Station was never placed in operation.

None.

7. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station was constructed, but equipment or components were subsequently removed from that Station.

No equipment has been removed from any site with the intention of permanently discontinuing operations. See the response to Interrogatory No. 14, below. As explained there and elsewhere, Maritime's active service of customers may have curtailed and payment of site leases and utilities fell into arrears, but even then equipment was not removed by Maritime. In many cases when Maritime later renegotiated leases and returned to reactivate the sites, it was found that the equipment had been left in place by the tower owner. Maritime may have, from time to time, temporarily removed equipment from a particular site, but this would have been for some specific purpose, and not an indication of permanent abandonment.

8. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization with a Station for which Maritime has end user customers who are actually paying for and using AMTS services.

Maritime leases spectrum in New Jersey to Pinnacle Wireless for use by the New Jersey Turnpike, Garden State Parkway, and the Meadowlands (Giants Stadium, etc) complex. All sites in New Jersey are impacted by this lease.

Maritime leases spectrum in southern Washington State to Evergreen School District.

Maritime leases spectrum in several markets to Spectrum Tracking Systems, including Los Angeles, Dallas, Houston, Birmingham, and Little Rock. These sites are impacted.

Maritime leases spectrum to Central Communications Network in Orlando. The Tampa, Orlando and central Florida sites are impacted by this lease. CCN is in default and Maritime has a judgment against CCN for $900K in damages. Maritime has not cancelled this lease, is pursuing collection of the judgment, and intends to reactivate operations pursuant to this license in the future.

Maritime has several leases in place around the nation with its purchasers under the Asset Purchase Agreements pending before the FCC. Maritime gets paid an annual fee for use of these licenses. Users have built systems or are in the process of building them, and are using MCLM spectrum for two-way radio communications, Smart Grid, and Positive Train Control, among other uses.

Such paying customers include: (1) Duquesne Power and Light in; (2) EnCana Oil and Gas in Louisiana and Texas; (3) Enbridge in Texas and Louisiana: (4) DCP Midstream in Louisiana; (5) Dixie Electric in seven parishes in Louisiana; (6) Questar Market Resources in Oklahoma; (7) Puget Sound Energy in Washington State; (8) Alliant Energy in Wisconsin, Iowa and Illinois; (9) Shenandoah Electric in Virginia; (10) Rappahannock Electric in Virginia; (11) CoServ in Dallas/Ft. Worth, Texas; and (12) Jackson County Rural Electric in Indiana.

In addition, Maritime within the past year received payment and leased spectrum for testing purposes to several users, including Progress Energy in North and South Carolina, Central Virginia Electric Cooperative in central Virginia, and others whom Maritime prefers not to disclose to our competitor Warren Havens at this time, for obvious reasons of not wanting to lose future business.

9. Pursuant to Sections 20.9(a)(5) and 20.3 of the Rules, as well as Request for Review by Waterway Communication System, LLC and Mobex Network Services, LLC of a Decision of the Universal Service Administrator, Order, 23 FCC Rcd 12836, ¶ 4 (WCB 2008), of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization with a Station that is interconnected, as that term is defined in Section 20.3 of the Rules.

None of the stations is currently interconnected; the previous requirement to provide interconnect capability no longer exists under FCC rules.

10. Of the authorizations identified in response to Interrogatory No. 9, above, explain how interconnection is accomplished.

None of the stations is currently interconnected, but please see the response to Interrogatory No. 11, below.

11. Of the authorizations identified in response to Interrogatory No. 10, above, identify any period of time for which any Station was not interconnected.

For the stations previously licensed to Watercom (those with call signs beginning "WHG") there were multiple telephone lines into a modem and switch as teach transmitter site. Each mobile unit on a vessel had an 812 (area code for southern Indiana) number assigned to it, and each base station also had an "overdial" 812 number assigned to it. There was a control site at Jeffersonville, Indiana. A call from the PSTN to a ship's 812 phone number was routed to the base station closest to the location of the ship being called. Alternatively, if the location of the ship was known, the caller could call the appropriate over-dial number and then enter a code for the particular mobile unit. Calls originated from the ship were routed by the closest base station to the PSTN.

The other stations all used interconnection arrangements more typical of land-mobile systems. The Regionet stations on the West Coast used the MPT-1327 protocol. The "Passport" system was implemented in New York City, Philadelphia, Baltimore, and Chicago. The remaining systems used the LTR format. These stations were all capable of providing interconnected service, but it was not actively marketed. Maritime found that the majority of its two-way mobile radio users did not want to pay additional for interconnect. Now, with its data customers in the Smart Grid and PTC environments, voice calls are outdated. Data communications are the primary driver of growth, and these machine to machine communications do not need voice interconnection to the PSTN. That is a thing of the past.

In 2007, Maritime was advised by regulatory counsel that interconnection was no longer required.

12. Identify each Station that was placed in operation more than two years after grant of the authorization for the Station and for each such Station, explain why the Station was placed in operation more than two years after grant of the authorization for the Station.

Except as stated in the following paragraph, none.

The initial construction deadline for Location Nos. 5 and 6 of Station WHV843 was November 9, 2002. Construction of these facilities was completed on or before that date, but at different locations. The initially authorized sites were unavailable due to circumstances beyond the control of Mobex, then the licensee. Mobex timely filed

applications for extension of time to construct, for modification to relocate these facilities, and for an STA pending final action on the modification application. Construction was completed on or before November 8, 2002, pursuant to an STA granted by the Commission. See FCC File Nos. 0001060314, 0001085521 & 0001293111.

13. As to each authorization identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station is currently operating. As to each such authorization, state whether the Station has been in continuous operation and, if not, explain why not.

Maritime will require slightly more time to provide a full response to this interrogatory. The process of compiling this information has been delayed somewhat by unavailability of files that are at the printer being scanned in connection with document production. Within two days, Maritime will provide a tentative listing the status of each site, subject to being verified once it has access to files. Except as may be further stated in such supplemental response, as to the reason for any hiatus in continuous operation, see the response to Interrogatory No. 14, below.

14. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station has ever discontinued operating for any reason for a continuous period of one year or more. As to each such authorization, (a) specify the date(s) when the Station discontinued operating and, if applicable, when it resumed operating; and (b) explain fully why the Station discontinued operating for a period of one year or more.

First, Maritime does not concede that the time period of one year has any specific relevance. Second, for the reasons stated in the preceding response, Maritime may obtain additional information responsive to this interrogatory and, if so, will supplement this answer accordingly.

Maritime has never intentionally and voluntarily abandoned any of its stations nor has it ever had the intention to permanently discontinue operations of any of its facilities. Due to various circumstances beyond Maritime's control, however, operations at some of the stations were temporarily suspended for short periods of time due to such things as lack of sufficient revenue, inability to maintain rent and utility expenses, etc. Maritime in in Chapter 11, and it has continuously worked to maintain its authorizations and restore services, and has in many instances succeeded, under extremely difficult circumstances, in negotiating spectrum use agreements for use of the spectrum. In cases where this was done, Maritime reestablished any dormant operations, brought any leases current, and verified the operational status of the underlying licensed facilities. The market for AMTS services also changed dramatically, the demand for service to marine vessels being supplanted by cellular and broadband data services. Taking advantage of FCC rule changes allowing other uses of AMTS spectrum, Maritime therefore shifted its focus toward more efficient and in-demand services, such as Positive Train Control and Smart Grid applications, as well as Motorola's PassPort digitally switched systems rather than

analog LTR and MPT-1327 systems. Finally, with the shift to geographic licensing of the AMTS spectrum, Maritime was reassessing the site-by-site paradigm of the incumbent systems, evaluating how to incorporate them into a more wide area, regional system. In this process, it is likely that some stations have been inactive for continuous periods of more than one year, but in no case is there now or has there ever been any intention to permanently discontinue operations.

In fact, Maritime pursued an aggressive policy of re-purposing this spectrum from the beginning of its ownership. In March 2006, Maritime purchased majority control of software and hardware provider Critical RF, Inc. Maritime spent more than $1 Million over the past five years developing this technology to permit interoperability between and among two way radios using the AMTS spectrum, for example, and other spectrum bands, such as 800 MHz and 900 MHz.

Maritime developed the Critical RF "iWalkie" app for smartphones, which allows users of iPhone, BlackBerry and Windows Mobile phones to push to talk and have a two way conversation between their devices and AMTS radio systems equipped with the iWalkie compatible equipment and software at their base stations.

This revolutationary technology, we believe, will help to replace the need for the 700 MHz band public safety network. It will allow all radios to converse, regardless of what spectrum they operate on, simply by using the Critical RF software and hardware to patch them together. Equally as important it allows smartphones and two-way radio users to interoperate, so that the police chief with his BlackBerry, for example, can talk on the radio with his policeman at the scene of an emergency.

MCLM, through its ownership of Critical RF, has filed for several patents which remain pending. MCLM hoped to build a near nationwide network for emergency response, tying its spectrum together with the iWalkie technology. Havens has produced a copy of MCLM's draft business plan from March 2006 outlining this proposal. However, the flood of litigation from Havens made it impossible for MCLM to attract an investor to build this interoperable system and to lead this effort.

Next, MCLM hired several consultants, including Lamar Bishop, Mark Bracken, and Terry Holmes. These consultants assisted MCLM with investigating re-purposing spectrum for new and better uses. In 2006 and 2007, XM Satellite was a prime contender, they needed spectrum and the AMTS band is great for backhaul. However, after many meetings and much work, XM was approached by Sirius Satellite, and that merger negated their need for terrestrial wireless spectrum from MCLM.

Next, MCLM investigate the digital billboard industry. Lamar Bishop met with the leaders of the industry, including Clear Channel, CBS Outdoor and Lamar Outdoor Advertising. It was determined that the cost of data paid by the advertisers to Sprint for its data plan was much lower than MCLM could offer.

Then, MCLM hired Mark Bracken, a former US Coast Guard member, to investigate use of AMTS channels for enhanced AIS, known as AIS-B. MCLM met many times with

Shine Micro, the leading maker of this technology, in Washington State. MCLM attended several conferences and discussed this at length with Coast Guard and other decision-makers. The result was a determination that the channels were not allocated internationally for AIS so that the AMTS band was not suitable.

At the same time, the AMTS spectrum was being used for new Passport systems with the digital NTS switch across the state of New Jersey and throughout central Florida. CCN for example has a 14 site network spanning hundreds of miles from Tampa on the West Coast through Orlando to Melbourne on the East Coast.

Maritime worked with several equipment makers, including Motorola, TAIT, General Electric and CalAmp. The result is the plethora of technology available in the AMTS band today.

In mid-2008 Maritime realized that there was not sufficient interest in the investor community to build its own new technology system to replace the antiquated analog AMTS and maritime towboat service. So, MCLM focused on end users that need their own spectrum: the rails, utilities and other critical infrastructure users. MCLM interviewed numerous brokers of spectrum, and hired Spectrum Bridge in September 2008. MCLM also retained NRTC to broker to the rural electric membership base.

MCLM has never abandoned the spectrum it owns. To the contrary, it has done far more than Warren Havens or most other licensees to actually investigate and deploy new technologies. Today, the MCLM spectrum is being used for PassPort by law enforcement and highway personnel, Smart Grid by utility workers around the nation, using GE MDS and CalAmp equipment systems, by oil and gas pipeline operators for machine controls and backhaul, and by railroad engineers in Southern California to test PTC systems we hope to build there and elsewhere.

In sum, the spectrum has never been abandoned, every market has been developed and/or marketed by MCLM, Spectrum Bridge and NRTC. Unlike licensees such as Warren Havens, we do not just say we are developing new technology, we partner with users who actually implement new technology.

15. Of the authorizations identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station is currently off the air and not operating. As to each such authorization, explain why and for how long it has been off the air and not operating.

See the response to Interrogatory Nos. 13 and 14 above. A supplemental response will be served within two days.

16. With respect to each authorization identified in response to Interrogatory No. 1, above, describe the coverage area provided by any Station that was constructed.

The coverage area for each station is the predicted 39 dBμ contour calculated in accordance with the Commission's applicable standards for this service.

17. Describe the basis for Maritime's contention in its June 30, 2011 Responses to the Bureau's Requests for Admission at Request Nos. 122, 126, 142, 146, 150, 154, 158, 162, 166, 169, and 173 that the discontinuance of operations of any facility for a site-based authorization licensed to Maritime, including but not limited to any site-based authorization that Maritime acquired from Mobex, is not permanent.

See the response to Interrogatory No. 14, above.

18. Identify all persons who, on behalf of Maritime, were involved in the following in any manner, at any time, and to any extent whatsoever:

a. constructing any Station associated with any authorization identified in response to Interrogatory No. 1, above;

b. placing in operation any Station associated with any authorization identified in response to Interrogatory No. 1, above;

c. operating or maintaining any Station associated with any authorization identified in response to Interrogatory No. 1, above;

d. discontinuing operations of any Station associated with any authorization identified in response to Interrogatory No. 1, above; and/or

e. entering into any contracts, agreements, arrangements or understanding related to the purchase or lease of equipment and/or of real estate and/or the hiring of personnel involved in the construction and/or placing into operation of any Station associated with any authorization identified in response to Interrogatory No. 1, above.

Current MCLM personnel: John Reardon and Robert T. Smith

Former Regionet principals and/or personnel: Fred Daniel (formerly Orion Telecom), Paul vander Heyden, and Gordon Day (Day Wireless)

Former Watercom principals and/or personnel: Dwayne Kinard, David Poe, and John Smith

Former Mobex principals and/or personnel: John Reardon, Robert T. Smith, Paul vander Heyden, Will Greene, Nancy Krajcar, Scott Preson, and David Predmore.

Motorola personnel: Ken Notter and John Jaderholm

Many current customers/lessees, including Mike Hayford and Chris Love of Pinnacle Wireless.

Maritime is still attempting to determine and verify contact information for each of these individuals and will supplement this answer within no more than two days to supply the results of these efforts.

19. With respect to each authorization identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station was constructed using equipment approved by the FCC.

FCC-approved equipment was used at all sites.

20. With respect to each authorization identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station was constructed in accordance with the requirements of the relevant license, including geographic coordinates, antenna heights, and other technical parameters included on the license.

All of them, except such minor variations as were reported to the Commission.

21. With respect to each authorization identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station was constructed using equipment installed for the purpose of operation for the duration of the license term and any applicable renewal terms and where the equipment was capable of such operation.

Each of the sites was so constructed.

22. With respect to each authorization identified in response to Interrogatory No. 1, above, identify by call sign and location each authorization for which a Station was constructed at a site where Maritime had a lease or other site-use agreement with the site owner allowing operation for the duration of the license term and any applicable renewal terms, or where Maritime was the site owner or had the right to control the site.

All of the sites, except those for which Maritime (or its predecessor) owned the site and/or tower.

23. In the event you are unable to respond to any Interrogatory above or are unable to respond to any of the Joint Requests For The Production Of Documents to Maritime Relating to Nonconstruction and Discontinuance of Site-Based Operations because of the loss or destruction of any documents, please identify those documents to the best of your ability and provide a complete explanation of the circumstances surrounding the loss or destruction of the documents.

After acquisition of the AMTS assets by Maritime, many of the corporate and operational records of Mobex were placed by Mobex's David Predmore in archives with Nation's Capital Archives & Storage Systems, in Virginia. Some records were also stored by Mobex with a firm called Iron Mountain at facilities in Indiana. It is Maritime's understanding that the documents were destroyed when the storage fees fell into arrears.

It is possible that some of these documents might provide further details regarding some of the responses herein.

24. Identify. the definition of "constructed" you applied in responding to the Joint Interrogatories to Maritime Relating to Nonconstruction and Discontinuance of Site-Based Operations and in responding to the Joint Requests For The Production Of Documents to Maritime Relating to Nonconstruction and Discontinuance of Site-Based Operations.

Constructed means that the fixed station facilities were constructed substantially in accordance with the specific terms of the applicable authorization.

25. Identify the definition of "operate" and/or "operating" and/or "operation" and/or "in operation" you applied in responding to the Joint Interrogatories to Maritime Relating to Nonconstruction and Discontinuance of Site-Based Operations and in responding to the Joint Requests For the Production Of Documents to Maritime Relating to Non`construction and Discontinuance of Site-Based Operations.

This means that the system as constructed is fully operational, allowing two-way communications by mobile units, including PSTN interconnection were required.

Respectfully Submitted,

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Dated: February 6, 2012

Table 1

HDO.A	Call Sign	Original Grant Date	Current Exp. Date	Most Recent Renewal		Previous Renewal
				File Number	Renewed	
1	WQGF315	07-Sep-05	29-Dec-16	N/A	N/A	N/A
2	WQGF316	07-Sep-05	29-Dec-16	N/A	N/A	N/A
3	WQGF317	07-Sep-05	29-Dec-16	N/A	N/A	N/A
4	WQGF318	07-Sep-05	29-Dec-16	N/A	N/A	N/A
5	KA98265	?	07-Aug-12	0000982201	06-Aug-02	?
6	KAE889	07-Sep-12	07-Sep-14	0001768691	28-Dec-04	N/A
7	KCE278	15-Jul-99	14-Jul-13	0001370847	28-Dec-04	N/A
8	KPB531	15-Jul-99	14-Jul-13	0001370848	28-Dec-04	N/A
9	KUF732	15-Jul-99	14-Jul-13	0001370850	28-Dec-04	N/A
10	WFN	?	13-May-13	0001264766	27-May-03	?
11	WHG693	1991 or earlier?	10-Dec-12	0001082495	02-Jul-03	R998766
12	WHG701	1991 or earlier?	10-Dec-12	0001082496	02-Jul-03	R998720
13	WHG702	1991 or earlier?	10-Dec-12	0001082497	02-Jul-03	R998765
14	WHG703	1991 or earlier?	10-Dec-12	0001082498	02-Jul-03	R998764
15	WHG705	1991 or earlier?	10-Dec-12	0001082499	02-Jul-03	R998763
16	WHG706	1991 or earlier?	10-Dec-12	0001082500	02-Jul-03	R998762
17	WHG707	1991 or earlier?	10-Dec-12	0001082501	02-Jul-03	R998761
18	WHG708	1991 or earlier?	10-Dec-12	0001082502	02-Jul-03	R998719
19	WHG709	1991 or earlier?	10-Dec-12	0001082503	02-Jul-03	R998760
20	WHG710	1991 or earlier?	10-Dec-12	0001082504	02-Jul-03	R998759
21	WHG711	1991 or earlier?	10-Dec-12	0001082505	02-Jul-03	R998758
22	WHG712	1991 or earlier?	10-Dec-12	0001082506	02-Jul-03	R998757
23	WHG713	1991 or earlier?	10-Dec-12	0001082507	02-Jul-03	R998756
24	WHG714	1991 or earlier?	10-Dec-12	0001082508	02-Jul-03	R998755
25	WHG715	1991 or earlier?	10-Dec-12	0001082509	02-Jul-03	R998718
26	WHG716	1991 or earlier?	10-Dec-12	0001082510	02-Jul-03	R998754
27	WHG717	1991 or earlier?	10-Dec-12	0001082511	02-Jul-03	R998753
28	WHG718	1991 or earlier?	10-Dec-12	0001082512	02-Jul-03	R998717
29	WHG719	1991 or earlier?	10-Dec-12	0001082513	02-Jul-03	R998752
30	WHG720	1991 or earlier?	10-Dec-12	0001082514	02-Jul-03	R998751
31	WHG721	1991 or earlier?	10-Dec-12	0001082515	02-Jul-03	R998750
32	WHG722	1991 or earlier?	10-Dec-12	0001082516	02-Jul-03	R998749
33	WHG723	1991 or earlier?	10-Dec-12	0001082517	02-Jul-03	R998748
34	WHG724	1991 or earlier?	10-Dec-12	0001082518	02-Jul-03	R998716
35	WHG725	1991 or earlier?	10-Dec-12	0001082519	02-Jul-03	R998747
36	WHG726	1991 or earlier?	10-Dec-12	0001082520	02-Jul-03	R998746
37	WHG727	1991 or earlier?	10-Dec-12	0001082521	02-Jul-03	R998745

Table 1 (continued)

HDO.A	Call Sign	Original Grant Date	Current Exp. Date	Most Recent Renewal		Previous Renewal
				File Number	Renewed	
38	WHG728	1991 or earlier?	10-Dec-12	0001082522	02-Jul-03	R998744
39	WHG729	1991 or earlier?	10-Dec-12	0001082523	02-Jul-03	R998743
40	WHG730	1991 or earlier?	10-Dec-12	0001082524	02-Jul-03	R998715
41	WHG731	1991 or earlier?	10-Dec-12	0001082525	02-Jul-03	R998742
42	WHG732	1991 or earlier?	10-Dec-12	0001082526	02-Jul-03	R998741
43	WHG733	1991 or earlier?	10-Dec-12	0001082527	02-Jul-03	R998740
44	WHG734	1991 or earlier?	10-Dec-12	0001082528	02-Jul-03	R998714
45	WHG735	1991 or earlier?	10-Dec-12	0001082529	02-Jul-03	R998739
46	WHG736	1991 or earlier?	10-Dec-12	0001082530	02-Jul-03	R998738
47	WHG737	1991 or earlier?	10-Dec-12	0001082531	02-Jul-03	R998737
48	WHG738	1991 or earlier?	10-Dec-12	0001082532	02-Jul-03	R998736
49	WHG739	1991 or earlier?	10-Dec-12	0001082533	02-Jul-03	R998735
50	WHG740	1991 or earlier?	10-Dec-12	0001082534	02-Jul-03	R998713
51	WHG741	1991 or earlier?	10-Dec-12	0001082535	02-Jul-03	R998734
52	WHG742	1991 or earlier?	10-Dec-12	0001082536	02-Jul-03	R998733
53	WHG743	1991 or earlier?	10-Dec-12	0001082537	02-Jul-03	R998732
54	WHG744	1991 or earlier?	10-Dec-12	0001082538	02-Jul-03	R998731
55	WHG745	1991 or earlier?	10-Dec-12	0001082539	02-Jul-03	R998730
56	WHG746	1991 or earlier?	10-Dec-12	0001082540	02-Jul-03	R998712
57	WHG747	1991 or earlier?	10-Dec-12	0001082541	02-Jul-03	R998729
58	WHG748	1991 or earlier?	10-Dec-12	0001082542	02-Jul-03	R998728
59	WHG749	1991 or earlier?	10-Dec-12	0001082543	02-Jul-03	R998727
60	WHG750	1991 or earlier?	10-Dec-12	0001082544	02-Jul-03	R998726
61	WHG751	1991 or earlier?	10-Dec-12	0001082545	02-Jul-03	R998725
62	WHG752	1991 or earlier?	10-Dec-12	0001082546	02-Jul-03	R998724
63	WHG753	1991 or earlier?	10-Dec-12	0001082547	02-Jul-03	R998723
64	WHG754	1991 or earlier?	10-Dec-12	0001082548	02-Jul-03	R998722
65	WHV733	?	08-Nov-15	0002363519	30-Jan-07	?
66	WHV740	?	08-Nov-15	0002363520	30-Jan-07	?
67	WHV843	?	08-Nov-15	0002363521	30-Jan-07	?
68	WHW848	?	16-Jun-14	0001768693	11-Jun-04	?
69	WHX877	?	05-Jan-15	0001989848	31-Dec-04	?
70	WRD580	?	23-Sep-13	0001370851	05-Sep-03	?
71	WRV374	30-Nov-98	30-May-11*	0000443747	02-Jul-01	N/A

* current renewal pending, File No. 0004738157

Table 2

Call Sign	Loc	Date Granted	Construction Deadline	Construction Completed	City	County	ST
KAE889	3	23-Feb-99	22-Feb-01	36403	CAMAS	CLARK	WA
	4	23-Feb-99	22-Feb-01	36448	RAINIER	THURSTON	WA
	6	23-Feb-99	22-Feb-01	36392	SALEM	MARION	OR
	8			36309	BAKERSFIELD	KERN	CA
	12			36551	PHOENIX	JACKSON	OR
	13	23-Feb-99	22-Feb-01	36392	PORTLAND	MULTNOMAH	OR
	14			35852	CORONA	ORANGE	CA
	20			36385	ORCAS ISLAND	SAN JUAN	WA
	22	23-Feb-99	22-Feb-01	36423	EUGENE	LANE	OR
	26			36483	SALINAS	MONTEREY	CA
	27			36245	SAN RAFAEL	MARIN	CA
	28			36245	WALNUT CREEK	CONTRA COSTA	CA
	30			36385	BREMERTON	JEFFERSON	WA
	33			36245	LOS GATOS	SANTA CLARA	CA
	34	14-Jul-99	13-Jul-01	36433	OLYMPIA	THURSTON	WA
	37			36431	MODESTO	STANISLAUS	CA
	39			36482	COALINGA	FRESNO	CA
	40			36306	PINE VALLEY	SAN DIEGO	CA
	44			36308	PALMDALE	LOS ANGELES	CA
	46			36402	WOODBURN	MARION	OR
	48			36432	SEATTLE	KING	WA
KCE278	1	15-Jul-99	14-Jul-01		CHARLEVOIX	CHARLEVOIX	MI
	2	15-Jul-99	14-Jul-01		ROGERS CITY	PRESQUE ISLE	MI
KPB531	1	15-Jul-99	14-Jul-01		MUSKEGON	MUSKEGON	MI
	2	15-Jul-99	14-Jul-01		MICHIGAN CITY	LA PORTE	IN
	3	15-Jul-99	14-Jul-01		KENOSHA	KENOSHA	WI
	4	15-Jul-99	14-Jul-01	13-Jul-01	MILWAUKEE	MILWAUKEE	WI
	5	26-May-00	26-May-02		LAKE ZURICH	LAKE	IL
KUF732	1	15-Jul-99	14-Jul-01		ROCHESTER	MONROE	NY
	2	24-Aug-99	23-Aug-01		SYRACUSE	ONONDAGA	NY
	3	15-Jul-99	14-Jul-01		TOLEDO	OTTAWA	OH
	4	15-Jul-99	14-Jul-01		DETROIT	WAYNE	MI
	5	15-Jul-99	14-Jul-01		BUFFALO	ERIE	NY
	6	15-Jul-99	14-Jul-01		ERIE	ERIE	PA
	7	15-Jul-99	14-Jul-01		CLEVELAND	CUYAHOGA	OH

Table 2 (continued)

Call Sign	Loc	Date Granted	Construction Deadline	Construction Completed	City	County	ST
WHG693	1				VENICE	PLAQUEMINES	LA
WHG701	1				SANTA ROSA BEACH	WALTON	FL
WHG702	1				THEODORE	MOBILE	AL
WHG703	1				DELISLE	HARRISON	MS
WHG705	1				AMELIA	ASSUMPTION	LA
WHG706	1				INTRACOASTAL CITY	VERMILION	LA
WHG707	1				PORT ARTHUR	JEFFERSON	TX
WHG708	1				DICKINSON	GALVESTON	TX
WHG709	1				BAY CITY	MATAGORDA	TX
WHG710	1				ARANSAS PASS	SAN PATRICIO	TX
WHG711	1				RIVIERA	KLEBERG	TX
WHG712	1				JEFFERSON HEIGHTS	JEFFERSON	LA
WHG713	1				CARVILLE	IBERVILLE	LA
WHG714	1				REDWOOD	WARREN	MS
WHG715	1				WAYSIDE	WASHINGTON	MS
WHG716	1				LAKE CORMORANT	DESOTO	MS
WHG717	1				SAMBURG	OBION	TN
WHG718	1				ALTO PASS	UNION	IL
WHG719	1				MADONNAVILLE	MONROE	IL
WHG720	1				GRAFTON	JERSEY	IL
WHG721	1				SAVERTON	RALLS	MO
WHG722	1				ADRIAN	HANCOCK	IL
WHG723	1				REYNOLDS	ROCK ISLAND	IL
WHG724	1				MILES	JACKSON	IA
WHG725	1				SHERRILL	DUBUQUE	IA
WHG726	1				MIDWAY	MASSAC	IL
WHG727	1				HEBBARDSVILLE	HENDERSON	KY
WHG728	1				ELIZABETH	FLOYD	IN
WHG729	1				BEDFORD	TRIMBLE	KY
WHG730	1				INDEPENDENCE	KENTON	KY
WHG731	1				FAIRVIEW	ADAMS	OH
WHG732	1				LETITIA	GREENUP	KY
WHG733	1				GREASY RIDGE	LAWRENCE	OH
WHG734	1				MEREDOSIA	MORGAN	IL
WHG735	1				HANNA CITY	PEORIA	IL

Table 2 (continued)

Call Sign	Loc	Date Granted	Construction Deadline	Construction Completed	City	County	ST
WHG736	1				TONICA	LA SALLE	IL
WHG737	1				LOCKPORT	WILL	IL
WHG738	1				FORDS FERRY	CRITTENDEN	KY
WHG739	1				MOOLEYVILLE	BRECKINRIDGE	KY
WHG740	1				BASHAN	MEIGS	OH
WHG741	1				BROWNSVILLE	MONROE	OH
WHG742	1				LANSING	ALLAMAKEE	IA
WHG743	1				WITOKA	WINONA	MN
WHG744	1				DIAMOND BLUFF	PIERCE	WI
WHG745	1				LAUREL HILL	WEST FELICIANA	LA
WHG746	1				PINE RIDGE	ADAMS	MS
WHG747	1				RENA LARA	COAHOMA	MS
WHG748	1				FULTON	LAUDERDALE	TN
WHG749	1				SHADYSIDE	BELMONT	OH
WHG750	1				HOOKSTOWN	BEAVER	PA
WHG751	1				AVALON BEACH	SANTA ROSA	FL
WHG752	1				LAKE CHARLES	CALCASIEU	LA
WHG753	1				PORT LAVACA	CALHOUN	TX
WHG754	1				RAYMONDSVILLE	WILLACY	TX
WHV733	1				STOKES COUNTY	STOKES	NC
	2			8-Nov-02	HILLSBOROUGH	ORANGE	NC
	3			8-Nov-02	ROCKFISH	CUMBERLAND	NC
WHV740	2				AUGUSTA	RICHMOND	GA
WHV843	1				CEASARS HEAD	GREENVILLE	SC
	5				GASTONIA	GASTON	NC
	6				LITTLE MOUNTAIN	NEWBERRY	SC
KA98265	Mobile			N/A	*handhelds nr Mississippi & tributaries*		
WFN	VHF/HF				*VHF & HF Jeffersonville/Lanesville IN*		
WHX877	HF				*HF Jeffersonville IN*		
WQGF315	Geo	07-Sep-05		N/A	*AMT002 - Mid-Atlantic*		
WQGF316	Geo	07-Sep-05		N/A	*AMT004 - Mississippi River*		
WQGF317	Geo	07-Sep-05		N/A	*AMT005 - Great Lakes*		
WQGF318	Geo	07-Sep-05		N/A	*AMT006 - Southern Pacific*		
WRD580	VHF/HF				*VHF & HF @ Milton KY*		
WHW848	1			N/A	JEFFERSONVILLE	CLARK	IN

Table 2 (continued)

Call Sign	Loc	Date Granted	Construction Deadline	Construction Completed	City	County	ST
WRV374	3	30-Nov-98	29-Nov-00	29-Nov-00	PHILADELPHIA	PHILADELPHIA	PA
	8	30-Nov-98	29-Nov-00	29-Nov-00	MANGONIA PARK	PALM BEACH	FL
	12	30-Nov-98	29-Nov-00	29-Nov-00	ORLANDO	ORANGE	FL
	14	15-Jul-99	14-Jul-01	6-Jun-01	SELDEN	SUFFOLK	NY
	15	15-Jul-99	14-Jul-01	6-Jun-01	VERONA	ESSEX	NJ
	16	15-Jul-99	14-Jul-01	6-Jun-01	ALLENTOWN	LEHIGH	PA
	17	15-Jul-99	14-Jul-01	5-Jul-01	WINTERTHUR	NEW CASTLE	DE
	18	15-Jul-99	14-Jul-01	6-Jun-01	VALHALLA	WESTCHESTER	NY
	19	30-Nov-98	29-Nov-00	29-Nov-00	MIAMI	MIAMI-DADE	FL
	20	30-Nov-98	29-Nov-00	29-Nov-00	RAYMOND	CUMBERLAND	ME
	22	30-Nov-98	29-Nov-00	29-Nov-00	SPAULDING	DUVAL	FL
	23	03-Feb-99	02-Feb-01	31-Jan-01	CHARLESTON	CHARLESTON	SC
	24	03-Feb-99	02-Feb-01	29-Nov-00	CONWAY	HORRY	SC
	25	03-Feb-99	02-Feb-01	31-Jan-01	PERRINVILLE	MONMOUTH	NJ
	26	03-Feb-99	02-Feb-01	31-Jan-01	SAVANNAH	CHATHAM	GA
	27	03-Feb-99	02-Feb-01	31-Jan-01	NAVASSA	BRUNSWICK	NC
	28	30-Nov-98	29-Nov-00	29-Nov-00	SUFFOLK	SUFFOLK	VA
	29	30-Nov-98	29-Nov-00	29-Nov-00	RICHMOND	RICHMOND	VA
	31	30-Nov-98	29-Nov-00	29-Nov-00	BALTIMORE		MD
	33	30-Nov-98	29-Nov-00	29-Nov-00	NEW YORK	NEW YORK	NY
	34	30-Nov-98	29-Nov-00	29-Nov-00	FAJARDO	FAJARDO	PR
	35	30-Nov-98	29-Nov-00	29-Nov-00	REHOBETH	BRISTOL	MA
	36	30-Nov-98	29-Nov-00	29-Nov-00	NEW BERN	CARTERET	NC
	39	30-Nov-98	29-Nov-00	29-Nov-00	CLEARWATER	PINELLAS	FL
	40	15-Jul-99	14-Jul-01	6-Jun-01	HAMDEN	NEW HAVEN	CT

Declaration of John Reardon

I, John Reardon, state that I have assisted in the preparation of and reviewed the final draft of the Response to Interrogatories being submitted February 6, 2012, on behalf of Maritime Communications/Land Mobile, LLC, in EB Docket No. 11-71 and that the facts asserted are true and correct to the best of my personal knowledge, and are offered in good faith.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of February, 2012.

John Reardon

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of February, 2012, I caused copies of the foregoing pleading to be served, by U.S. Postal Service, First Class postage prepaid, on the following:

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Brian Carter, Esquire
Investigations and Hearing Division
Enforcement Bureau
Federal Communications Commission
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Robert J. Keller
Counsel for Maritime
Communications/Land Mobile, LLC

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE:	§	
	§	
	§	**CASE NO. 11-13463-DWH**
MARITIME COMMUNICATIONS/	§	
LAND MOBILE, LLC,	§	**CHAPTER 11**
	§	
Debtor.	§	

MOTION OF SKYTEL FOR RULE 2004 EXAMINATION OF NRTC
AND RELATED PRODUCTION OF DOCUMENTS

Warren Havens, Skybridge Spectrum Foundation, Verde Systems LLC (formerly called Telesaurus, VPC LLC), Environmental LLC (formerly called AMTS Consortium LLC), Intelligent Transportation & Monitoring LLC, and Telesaurus Holdings GB LLC (collectively, "SkyTel")[1] move this Court to enter an order pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure ("Rule 2004"): (a) directing the oral examination of the National Rural Telecommunications Cooperative ("NRTC"), through a designated representative or representatives, regarding the Debtor's acts, conduct, property, leases, joint ventures, contracts, liabilities, financial condition, and other matters which affect or may affect the administration of the Debtor's estate, the operation of any business by the Debtor, the source of any money or property acquired or to be acquired by the Debtor for purposes of formulating or consummating a plan, and any other matter relevant to the case or to formulation/consummation of a plan, and (b) directing the production of certain documents by NRTC. In support thereof, SkyTel respectfully states as follows:

1. This Court has jurisdiction of this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

[1] The SkyTel entities listed here are separate legal entities, all managed by Warren Havens, and for the purposes of this bankruptcy and in related proceedings before the Federal Communications Commission ("FCC"), pursue certain common interests.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§1408 and 1409. The relief requested herein is predicated on Bankruptcy Rule 2004 and Local Rule 2004-1.

3. On August 1, 2011, the Debtor commenced the above-captioned bankruptcy case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

4. The Debtor is operating its businesses and managing its property as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case.

5. SkyTel is a creditor and party-in-interest herein. *See e.g.* Claim No. 69; 11 U.S.C. § 1109.

6. According to the Debtor's schedules, NRTC is a secured creditor of the Debtor. *See* Amended Schedule D, Dkt. No. 171, at p. 33. NRTC is also identified in Debtor's schedules as one of Debtor's "spectrum brokers," and as a lessee of certain of Debtor's alleged spectrum. *See* Schedule G, Dkt. No. 47-2, at pp. 28, 30.

7. On March 14, 2012, this Court entered an Order (the "March 14 Order") which, among other things, directed the Debtor to provide SkyTel with copies of all of Debtor's lease agreements (other than those which had been filed in connection with prior motions in this case), by March 9th. *See* Dkt. No. 365, at ¶ 17.

8. On or about April 9, 2012, the Debtor, in connection with the March 14 Order, produced to SkyTel multiple agreements between the Debtor and NRTC. Among the documents SkyTel has now obtained are: (a) a "Spectrum Manager Lease Agreement" between the Debtor and NRTC dated on or about September 19, 2005, and several amendments and/or global amendments thereto, (b) a "Spectrum Lease Agreement" between Rappahannock Electric

Cooperative ("Rappahannock") and NRTC (as sublessee), and (c) a "Spectrum Manager Lease Agreement" between NRTC LLC and NRTC (as lessors) and Rappahannock (as lessee).

9. The foregoing agreements (collectively, the "Agreements") directly involve and/or relate to the Debtor's primary alleged asset -- i.e., the FCC licenses and related radio spectrum that are at issue in this case. The Agreements' provisions demonstrate, among other things, that the Debtor and NRTC have entered into significant relationships in connection with a major portion of the subject licenses/spectrum, and also that the Debtor obtained certain rights in relation to NRTC's FCC licenses.

10. SkyTel seeks, and is entitled to, information regarding, among other things, the Agreements and any other dealings between the Debtor and NRTC.

11. Indeed, Rule 2004(a) provides that upon motion of any party in interest, the Court may order the examination of any entity. Bankruptcy Rule 2004(b) sets forth the permitted scope of the examination. It provides as follows:

> (b) Scope of Examination. The examination of an entity under this rule . . . may relate only to the acts, conduct or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate, or to the debtor's right to a discharge. In a . . . reorganization case under chapter 11 of the Code, other than for the reorganization of a railroad, the examination may also relate to the operation of any business and the desirability of its continuance, the source of any money or property acquired or to be acquired by the debtor for purposes of consummating a plan and the consideration given or offered therefor, and any other matter relevant to the case or to the formulation of a plan.

Fed. R. Bankr. P. 2004(b).

12. It is well established that the scope of discovery under Rule 2004 is broad. *In re Duratech Indus., Inc.*, 241 B.R. 283, 289 (E.D.N.Y. 1999); *In re Lufkin*, 255 B.R. 204, 208 (Bankr. E.D. Tenn. 2000); *Bank One, Columbus, N.A., v. Hammond (In re Hammond)*, 140 B.R.

197, 201 (S.D. Ohio 1992). The broad range of discovery under Rule 2004 is not restricted by the narrow range of discovery of Fed. R. Civ. P. 26, and discovery may be had under the Federal Rules of Bankruptcy Procedure of matters which would not be discoverable under the Federal Rules of Civil Procedure. *See Matter of Isis Foods, Inc.*, 33 B.R. 45, 46-47 (Bankr. W.D. Mo. 1983).

13. The main purposes of a Rule 2004 exam are to allow for discovering of the debtor's assets, examining the debtor's transactions, and determining whether wrongdoing has occurred. *See In re Strecker*, 251 B.R. 878, 882 (Bankr. D. Colo. 2000).

14. Third parties are subject to Bankruptcy Rule 2004 discovery "if they possess knowledge of the debtor's acts, conduct or financial affairs which relates to the bankruptcy proceeding." *In re Bennett Funding Group, Inc.*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996); *see also In re Ionosphere Clubs, Inc.* 156 B.R. 414, 432 (S.D.N.Y. 1993). The rule allows parties in interest to investigate and reconstruct the debtor's affairs, and allows for broad inquiries of those persons who engage in business transactions with the debtor. *See Matter of Wilcher*, 56 B.R. 428, 433 (Bankr. N.D. Ill. 1985); *In re Mantolesky*, 14 B.R. 973, 976 (Bankr. D. Mass. 1981).

15. Based on the foregoing, SkyTel requests the Court to enter an order, substantially in the form attached hereto as Exhibit A: (a) directing NRTC (through a designated representative or representatives) to appear and testify regarding the Debtor's acts, conduct, property, leases, joint ventures, contracts, liabilities, financial condition, and other matters which affect or may affect the administration of the Debtor's estate, the operation of any business by the Debtor, the source of any money or property acquired or to be acquired by the Debtor for purposes of formulating or consummating a plan, and any other matter relevant to the case or to formulation/consummation of a plan (including but not limited to the Agreements) (collectively,

the "Examination Topics"), (b) directing NRTC to produce the documents described in Exhibit B hereto (the "Documents"), and (c) granting such other and further relief as the Court deems just and proper.

16. SkyTel requests that the Documents be produced for inspection and copying on or before **May 24, 2012**, at undersigned counsel's offices in Ridgeland, Mississippi (Attention: William H. Leech and Danny E. Ruhl), or on such other date and at such other location as the parties may agree.

17. SkyTel further requests that NRTC designate a representative or representatives to appear for deposition upon oral examination at undersigned counsel's offices in **Ridgeland, Mississippi on June 6, 2012 at 9:00 a.m.**, or at such other time and place as the parties may agree upon, with the examination to continue from day to day until complete.

18. While SkyTel would welcome NRTC's agreement to voluntarily produce documents and submit to the examination requested herein, SkyTel will, if required, serve subpoenas compelling the production and attendance consistent with the applicable rules. *See e.g.* Fed. R. Bankr. Pro. 2004(c) (providing that attendance of an entity for examination and for the production of documents may be compelled as provided for in Rule 9016 for the attendance of a witness at a hearing or trial).

19. In seeking the production of documents and the examination sought herein, SkyTel in no way waives its right to seek the further production of documents or additional examinations, under Rule 2004 or otherwise.

20. Other grounds to be asserted at any hearing hereon.

WHEREFORE, SkyTel respectfully requests that this Court enter an Order for an examination of NRTC, and for the production of documents by NRTC, on the terms indicated herein. SkyTel further prays for general relief.

THIS the 9th day of May, 2012.

Respectfully submitted,

WARREN HAVENS, SKYBRIDGE SPECTRUM FOUNDATION, VERDE SYSTEMS LLC, ENVIRONMENTAL LLC, INTELLIGENT TRANSPORTATION & MONITORING LLC, and TELESAURUS HOLDINGS GB LLC

By: /s/ William H. Leech
William H. Leech, MS Bar No. 1175
Danny E. Ruhl, MS Bar No. 101576
Two of Their Attorneys

OF COUNSEL:
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druhl@cctb.com

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused the foregoing to be filed via the Court's Electronic Case Filing System, which caused a copy to be served on all counsel and parties of record who have consented to receive ECF notification, including the following:

Craig M. Geno, Esq.
cmgeno@cmgenolaw.com

James A. McCullough, II, Esq.
jmccullough@brunini.com

U.S. Trustee
USTPRegion05.AB.ECF@usdoj.gov
Sammye.S.Tharp@usdoj.gov

THIS the 9th day of May, 2012.

/s/ William H. Leech
Of Counsel

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI

In re	:	Chapter 11
	:	
MARITIME COMMUNICATIONS/.,	:	Case No. 11-13463 (DWH)
LAND MOBILE LLC	:	
Debtor.	:	
	:	

ORDER ON
MOTION OF SKYTEL FOR RULE 2004 EXAMINATION OF NRTC
AND RELATED PRODUCTION OF DOCUMENTS

THIS MATTER came before the Court on the *Motion of SkyTel for Rule 2004 Examination of NRTC and Related Production of Documents* (the **"Motion,"** Dkt. No. ___). The Court, having considered the Motion, finds that it is well taken and should be granted.

IT IS, THEREFORE, ORDERED AND ADJUDGED that:

(a) the Motion shall be, and it hereby is, granted;

(b) NRTC (as that term is defined in the Motion) shall provide to SkyTel's counsel the documents set forth in Exhibit B to the Motion **no later than May 24, 2012**, or on such other date as the parties may agree;

(c) NRTC shall designate a representative or representatives who shall appear for an examination pursuant to Fed. R. Bankr. Pro. 2004, beginning **at 9:00 a.m. on June 6, 2012, at the Ridgeland, Mississippi offices of SkyTel's counsel** or at such other time and place as the parties may agree upon, with the examination to continue from day to day until complete;

(d) Notwithstanding the possible applicability of Fed. R. Bankr. Pro. 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and

(e) This Court shall retain jurisdiction over all matters arising from or relating to this Order or the Motion.

SO ORDERED this the ___ day of May, 2012.

_____
David W. Houston, III
United States Bankruptcy Judge

SUBMITTED TO THE COURT BY:

/s/ William H. Leech
William H. Leech, MBN 1175
Danny E. Ruhl, MBN 101576
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bleech@cctb.com
druhl@cctb.com
Counsel for SkyTel

EXHIBIT B

Unless otherwise stated, the terms and phrases used herein shall have the meanings commonly given to them in the regulations and licensing matters of the Federal Communications Commission ("FCC").

The time period of the documents to be produced is not limited, but rather spans the dates encompassing the life of the Spectrum (defined below) or any portion thereof, from its origin (i.e., when it was applied for and then held by predecessors of the Debtor) to the present time.

These requests are intended to be continuing in nature and you are instructed to make prompt, further, and supplemental production whenever an additional document is discovered that is responsive to these requests.

Documents to Be Produced

1. The Agreements (as that term is defined in the Motion), including but not limited to any and all exhibits, attachments, amendments, or supplements to any of the Agreements.

2. Any and all other documents concerning or relating to the Agreements (as that term is defined in the Motion).

3. Any and all documents concerning or relating to the FCC licenses and related radio spectrum at issue in the Debtor's bankruptcy case (the licenses and spectrum are hereinafter referred to collectively herein as the "Spectrum").

4. Any and all documents concerning, relating to, or evidencing NRTC's past or present role as a "spectrum broker" for the Debtor.

5. Any and all documents concerning, relating to, or evidencing the value of the Spectrum.

6. Any and all documents concerning, relating to, or evidencing any business transactions or other dealings between NRTC (including any of its affiliated companies) and the Debtor (including any of its predecessors).

7. Any and all documents concerning, relating to, or evidencing the financial condition of the Debtor.

8. Any and all documents concerning, relating to, or evidencing the marketing of any of the Spectrum.

9. Any and all documents concerning, relating to, or evidencing the lease, sale, or other use or disposition of any of the Spectrum. The terms "lease" and "use" includes but is not limited to the construction and/or operation of any radio station under any of the Spectrum to provide any radio signal for actual service or potential service to any person or entity.

10. Any and all documents concerning, relating to, or evidencing applications, other filings, or communications before or with the FCC that involve any of the Spectrum, including but not limited to communications regarding FCC Auction 57 and FCC Auction 61.

11. Any and all documents concerning, relating to, or evidencing any agreements, understandings, arrangements, communications, or other dealings between NRTC and the Debtor that involve any of the Spectrum. The existence of such documents are, in part, indicated in the Debtor's filings before the FCC relating to Auction 61.

12. Any and all documents concerning, relating to, or evidencing any destruction or concealment by the Debtor (or any other person or entity) of any document requested in these document requests.

13. Any and all documents concerning, relating to, or evidencing the identity or contact information of any person that has or may have possession, custody, or control of the documents (or any part thereof) requested in these document requests.

14. Any and all documents concerning, relating to, or evidencing any dealings or communications between NRTC and any other party to this bankruptcy case (including any creditor or party-in-interest herein) that concern or relate to the Spectrum, including but not limited to any aspect of any formal or informal chapter 11 plan of the Debtor.

15 Any and all documents concerning, relating to, or evidencing the use of any of the Spectrum directly or indirectly as collateral for any debt of the Debtor.

16. Any and all documents concerning or relating to any NRTC FCC license or radio spectrum thereunder that is involved in any agreement, understanding, arrangement, or other relation between NRTC and the Debtor.

17. Any and all documents concerning, relating to, or evidencing any business transactions or other dealings or communications between or among (i) NRTC (including any of its member entities and any of their affiliated companies) and (ii) the Debtor (including any of its predecessors) relating to the Spectrum and/or the Debtor.

18. Any and all documents concerning, relating to, or evidencing any communications or dealings between or among (i) NRTC and/or its member entities, (ii) Thomas Kurian and/or Pappammal Kurian (including any of the affiliated companies of either one), and (iii) the Debtor (including any of its predecessors) relating to the Spectrum and/or the Debtor, including, but not limited to, communications or dealings regarding the AMTS B-block Mountain license spectrum held in the name of Thomas Kurian.

EXHIBIT 5

Subject: RE: Presiding Judge's Order to meet and agree to limitations

Date: Monday, May 14, 2012 6:41:27 AM PT

From: Robert Jackson <rhj@commlawgroup.com>

To: 'Warren Havens' <warren.havens@sbcglobal.net>, 'Pamela Kane' <Pamela.Kane@fcc.gov>, 'Robert J. Keller' <rjk@telcomlaw.com>

CC: 'Brian Carter' <Brian.Carter@fcc.gov>, jstobaugh@telesaurus.com <jstobaugh@telesaurus.com>

I am in accord with the substance.

From: Warren Havens [mailto:warren.havens@sbcglobal.net]
Sent: Friday, May 11, 2012 8:33 PM
To: Pamela Kane; Robert J. Keller
Cc: Brian Carter; 'jstobaugh@telesaurus.com'; 'rhj@commlawgroup.com'
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane,

SkyTel-H comments below. [*]

I believe Mr. Jackson is in accord with the substance of my notes below (if not all details and manner of expression), for SkyTel-O, but I ask him to comment separately (timing on this matter being what it is now).

The 100 boxes, and NJ Action in discovery.
- First, following our telecon today (thank you all again for your time) I have gotten a further summary understanding (but not the transcript yet) of the phone hearing today with judge in the NJ Action, including counsel for SkyTel and the Defendants (including Mobex and MCLM-- they are one "defendant group" by their own representations to the judge, including that Mobex merged into MCLM).
- I understand that the NJ case judge ordered that Mobex and its agents, as the currently asserted owners of the documents in the 100 (approx) Boxes in the VA storage facility [*] will not be permitted to remove any of the boxes from the storage facility. MCLM and Mobex are parties in this NJ action.
- A process will be involved, for purpose of the NJ case, for review of the documents. (Other details I don't know yet)
- I also understand that the facility owner, who is an attorney at law, after discussion with attorneys for parties in the NJ action, is going to arrange for a person to oversee access to the 100 Boxes, at all times anyone accesses any of the boxes and the contents.
- Mr. Keller confirmed on our joint telecon today (persons on this email) that these 100 Boxes are not Maritime's property. Maritime is headed by John Reardon. I will report this to our NJ counsel for purposes of this matter in the NJ case. That is, Maritime including John Reardon will not take part in any attempt to access or review these 100 Boxes that are not its property.
---
[*] I appreciate the firm response by Mr. Keller. But as in indicated on our telecon today in part: It is my understanding at this time that, as to these 100 Boxes of records, the ownership, and control and privity, are open questions for many reasons, as is the legal ability and responsible persons in Mobex to act (re these 100 Boxes, etc.), since Mobex alleges to be dissolved and cannot act (it claims that before FCC and this NJ action, but has not acted like that in other actions, including before FCC and other courts. It apparently acts to pay its counsel. My position is public: Maritime is a case texbook sham entity under applicable Delaware Chancery Court precedent applied to the facts in the record, and it was formed to launder Mobex... and so here we are.)

As for the documents in the 100 Boxes use in the FCC hearing, SkyTel will of course cooperate--
- but also understands that the Enforcement Bureau may act directly, by further discovery demand, or by action directed to the storage company itself.

- I can provide the contact information if the Bureau asks for it.
- This FCC Hearing under 11-71 is of course different than the NJ case. This includes different criteria of evidence relevance, different discovery demands, different discovery procedures, etc. I do not try here to address that.
- I have thus far discussed the 100 Boxes in this FCC Hearing, following Mr. Keller's bringing this up to the EB, the Judge, and all the parties. But also, SkyTel identified these boxes previously in this Hearing (and before that, in WTB proceedings).
---

[*] SkyTel-H agrees to the joint statement, as you write:

"The scope of the Pre-hearing Conference shall be limited to outstanding discovery requests related to Issue (g) of the HDO on nonconstruction and/or discontinuance of operations."

SkyTel-H will separately state the to Judge, before the prehearing, certain items it plans to present within at the prehearing under this joint statement.

At this time, I expect these to include the following (but this may be modified for good cause) --
- The following is SkyTel attempt to make for a more efficient prehearing and subsequent action in the Hearing under the Judge's meet-and-agree (attempt) Order, and his like previous statements.
- I do not mean by the below that the EB or Maritime will agree, but giving you this information will increase the chance of efficient discussion with the Judge: e.g., you should then not have or raise surprise as to what SkyTel believes is outstanding under issue (g) -- in addition to particular unresolved issues reflected in EB / Maritime exchanges in the docket on issue (g).

-- Re the "100 Boxes --

1. A discussion of the boxes of documents warehoused in Woodbridge, VA, at the facilities of Nation's Capital Archive Storage Systems, Inc. ("NCASS") concerning the site-based licenses and stations under ownership of Maritime. I have been told these are about 100, total ("100 Boxes").
- Copies of documents with statements by Maritime in docket 11-71 and before the WTB as to the nature of these documents: showing they are relevant to issue (g). These statements show they are the apparent central depository of relevant documents to issue (g).
- Status on the documents, as to production in the NJ case, but also for access in the FCC Hearing.
- SkyTel will, of course, make available the documents it obtains of any possible relevance to the FCC Hearing (if any are under protected status, that of course will be ported into the FCC Hearing under its protective order).
- Note that SkyTel may also supplement, under rule 1.65, certain pending proceedings before the WTB and full Commission, with some of these documents. Those proceedings relate to issue (g).

2. A discussion of what I confirm here: that Ms. Kane and Mr. Keller agreed on the call today that the 100 Boxes appear to have documents that are relevant to the FCC Hearing. (Of course, correct me if I misunderstood.)
- Mr. Keller previously wrote in his email on this topic (cc'ed to the Judge) that he acknowledged the existence of the Documents and admitted "some portion of the [D]ocuments may be relevant" to issue (g).

3. A discussion of the ownership, control and knowledge of the documents in the 100 Boxes.
- Mr. Keller noted on our call today that he represented to the Judge that those documents are not property of Maritime (the email from Mr. Keller to Ms. Kane, cc'ed to the Judge, of just learning of the 100 Boxes that "Havens" is seeking via subpoena, which Maritime does not know if it will have access to, etc.).
- I asked Mr. Keller to please check with his client, Maritime, to confirm that position, that the 100 Boxes of records are not the property of Maritime. Mr. Keller repeated that representation to the Judge. SkyTel will proceed in reliance on that representation.

-- Re the CD --

4. Maritime reported that this CD had documents relevant to issue (g).
- First, the contents of the CD should be compared to the 100 Boxes.
- Maritime's refusal to provide SkyTel (SkyTel-H and SkyTel-O) a copy of this CD containing documents requested by the Bureau and Skytel, which were produced only to the Bureau, at no cost, allegedly in compliance with the Presiding Judge's February 16, 2012 Order.
- Maritime's opposition of the release of the CD under FOIA, but without raising any FOIA disclosure exemption conditions, suggeting that the Judge's order prevented Skybridge is obtaining what would otherwise by its right under FOIA law. (That the Judge's order modified FOIA law and rights.)
- The position of the EB that it cannot under law provide a copy, including under the APA statute and related FCC hearing rule I cited. (SkyTel would first double check this law prior to presentation to the Jude: thus far, it seems clearly applicable, but Ms. Kane made clear it will not be discussed. My raising this was under the principle in the Judge's meet-and-agree Order. In my view, the "meet" portion of "meet-and-agree" means to discuss relevant law. I am as an invidual a party to this Hearing by the HDO, and have a right to self representation under the Constitution and case law. The Judge did not mean that I cannot represent myself pro se, since there is no question of the law in that matter.)

-- Re Outstanding SkyTel discovery to Applicants (those still in the Hearing) --

5. As stated above. As I described earlier, this is clearly relevant to issue (g), shown in written evidence.

-- Re SkyTel other discovery in Maritime Bankruptcy, and NJ cases --

6. As stated above. This includes NRTC, which, per documents we have, is highly relevant relevance to issue (g).

-- Re EB Motion to Extend Discovery --

7. A discussion of the Bureau's Motion to Extend the May 26, 2012 Discovery Deadline.

- SkyTel agrees that this is needed-- including due to the new evidence to be forthcoming soon, in the "100 Boxes" and in other action noted above.

-- Perhaps more, after further review. --

Thank you, have a good weekend,

Warren Havens

From: Pamela Kane <Pamela.Kane@fcc.gov>
To: Warren Havens <warren.havens@sbcglobal.net>; Robert J. Keller <rjk@telcomlaw.com>
Cc: Brian Carter <Brian.Carter@fcc.gov>; "'jstobaugh@telesaurus.com'" <jstobaugh@telesaurus.com>; "'rhj@commlawgroup.com'" <rhj@commlawgroup.com>
Sent: Friday, May 11, 2012 2:14 PM
Subject: RE: Presiding Judge's Order to meet and agree to limitations

As we discussed during our earlier call, the Enforcement Bureau intends to file a document on Monday which reflects that the parties have been able to agree to the following:

The scope of the Pre-hearing Conference shall be limited to outstanding discovery requests related to Issue (g) of the HDO on nonconstruction and/or discontinuance of operations.

Please confirm the agreed-upon language.

From: Warren Havens [warren.havens@sbcglobal.net]
Sent: Friday, May 11, 2012 2:29 PM
To: Pamela Kane; Robert J. Keller
Cc: Brian Carter; 'jstobaugh@telesaurus.com'; 'rhj@commlawgroup.com'
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane,

I can discuss at that time. Please send the call in information.

I include Mr. Keller for Maritime here based on the Order:
"IT IS FURTHER ORDERED that prior to the Conference, Maritime, the Enforcement Bureau, and Skybridge will meet and agree to limitations in writing, with copies to counsel."

Robert, if you are able, please join the call for SkyTel-O.

All,
As for the issue of the 100 or so boxes in the storage facility (that is the number we know of, approx.), SkyTel-H has serious concerns as to spoilage of records,[*] and are working to prevent it. The attorneys of MCLM (Maritime) -Mobex (inside and outside counsel) for many years have hid relevant evidence and/or destroyed it. I have explained this in past.
---

[*] I believe it is evident that MCLM-Mobex destroyed records, and hid them.
- First, there is no practical difference in destruction v. hiding (where the hiding runs through life cycles of relevant FCC licenses, business and service opportunities, and legal proceedings: this 11-71 Hearing is just one of the later proceedings). Second, no one puts their sole copies of critical records in outside storage.
- But MCLM-Mobex stated to FCC twice under oath that these records were, it assumed, destroyed

due to non payment by MCLM-Mobex-- and it otherwise did not have these records. That means the non-stored copies were destroyed.
- Further, from my current understanding, I believe there is no difference (practically, and I expect legally) in hiding-destruction, and the persons in control (officers and attorneys) stating that they "assume" that the records they own and control were destroyed by a third party (that is readily accessible), but where they made no effort to verify that assumption with the third party. (SkyTel-H thinks they knew that assumption representation was a fraud, and expect to prove that up, along with the actual interactions.)

I attach a case in this regard, Rambus v Infenion, 222 F.R.D. 280 ("Rambus") that was sent to me recently. This case speaks for itself on the issue I address herein.

Ms. Kane,
I suggest that, if your Bureau has interest in Issue (g) (which also extends to the issues of character and fitness, sanctions, etc.), that you consider taking part in securing these records, and making clear to Mr. Keller for his client that it is to take no action to access or tamper with these records. I am also aware of FCC indications to me be, generally, not give the FCC any suggestions. However, due to the importance in my view (based on direct and indirect descriptions of MCLM-Mobex itself), I have informed in loud terms this issue of these 100 boxes (approx) to your Bureau and WTB (I have seen no interest to date), and others in DC law enforcement.

Mr. Keller,
To be clear (and respectful of your role, to the limits of the profession), please accept and take seriously my informal message above for what it represents to you and your client. If anyone associated with MCLM-Mobex acts in any way to access, tamper with, take, destroy, etc. these records, then SkyTel-H will take appropriate legal action (and may be joined by others we are communicating with, including in government), including to seek certain related attorney client communication records: As I am now commencing to understand: AC privilege does not apply in any such matter (such as, I believe, this current issue of these boxes in the VA storage facility-- and past actions to hid and destroy documents). See Rambus in this regard.

My statements above do not waive my past relevant positions.
I also reserve the right to modify my statements above after I have had the opportunity to consult with legal counsel.
This matter, however, is time sensitive and thus I communicate the above as best as I can, pro se.

Thank you,
Warren Havens

_____
From: Pamela Kane <Pamela.Kane@fcc.gov>
To: '"warren.havens@sbcglobal.net"' <warren.havens@sbcglobal.net>; '"rhj@commlawgroup.com"' <rhj@commlawgroup.com>
Cc: Brian Carter <Brian.Carter@fcc.gov>; '"jstobaugh@telesaurus.com"' <jstobaugh@telesaurus.com>
Sent: Friday, May 11, 2012 7:18 AM
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Mr. Havens: the Bureau can be available for a short call this afternoon. How is 4:30 eastern? Please let us know if that works and a call-in number as I am out of the office.

From: Warren Havens [mailto:warren.havens@sbcglobal.net]
Sent: Thursday, May 10, 2012 07:44 PM
To: Pamela Kane; 'rhj@commlawgroup.com' <rhj@commlawgroup.com>
Cc: 'rjk@telcomlaw.com' <rjk@telcomlaw.com>; Brian Carter; 'jstobaugh@telesaurus.com' <jstobaugh@telesaurus.com>
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane and Mr. Carter,
and Mr. Keller:

The Order did not say (but as I note below) that SkyTel would sign the called for stipulation (perhaps that was an oversight), but did order that SkyTel meet and agree (or attempt it) as one of 3 parties. Thus, I have an obligation to do that, and am attempting it.

It seems to me the principle in the Order is not full agreement or nothing, but to try to agree to what is possible, and set out what is not agreed to.

But in addition, as I noted in my email of yesterday, as well as below:
This prehearing is about issue (g) and the stagnation in discovery on it, including Mr. Keller-Martime past position (and that of Maritime attorney and officers to WTB in 2011) that the critical records of the licenses' and stations' construction, lease, operation, etc. up to the sale to Maritime (or thereabouts) were destroyed.
However, they were not destroyed, and will soon be available in the Hearing.

It does not make sense, in my view, to not try to agree to present this issue to the judge. Including a plan to review these, bates stamp, etc. and after the review, report to the Judge. That seems to me entirely within what the judge wants to see-- progress in the case.

Thus, I suggest a call.
- I know EB position (sent out Monday)
- I have stated SkyTel-H position. Mr. Jackson is preparing notes for SkyTel-O position.
- Mar-time has told EB but not SkyTel of its position yet.

Thank you,
Warren Havens

From: Pamela Kane <Pamela.Kane@fcc.gov>
To: "'warren.havens@sbcglobal.net'" <warren.havens@sbcglobal.net>; "'rhj@commlawgroup.com'" <rhj@commlawgroup.com>
Cc: "'rjk@telcomlaw.com'" <rjk@telcomlaw.com>; Brian Carter <Brian.Carter@fcc.gov>; "'jstobaugh@telesaurus.com'" <jstobaugh@telesaurus.com>
Sent: Thursday, May 10, 2012 4:16 PM
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Because two of the parties cannot agree we cannot have an agreed-upon document to file. Upon reconsideration of our earlier email, we believe the best course of action will be for each of the parties to file their own status report on the limitations.

From: Warren Havens [mailto:warren.havens@sbcglobal.net]

Sent: Thursday, May 10, 2012 06:51 PM
To: Pamela Kane; rhj@commlawgroup.com <rhj@commlawgroup.com>
Cc: 'rjk@telcomlaw.com' <rjk@telcomlaw.com>; Brian Carter; jstobaugh@telesaurus.com <jstobaugh@telesaurus.com>
Subject: Re: Presiding Judge's Order to meet and agree to limitations

All:

I am able to discuss tomorrow morning, if I am given a time and call in number in sufficient time.
As for written comments, I provide some below that are relevant.

Re Order 12M-24. It notes that it was copied to Warren Havens, as well as to counsel.
That appears to mean that Mr. Sippel believes I am (still) a party in matters of this Order.
As I noted in this proceeding, I represent my self and several SkyTel LLCs ("SkyTel-H")
Mr. Jackson represents other SkyTel entities ("SkyTel-O").

I comment below on the basis noted above. Below, "I" and "my" refer to SkyTel-H.

The Order includes:

Accordingly, IT IS ORDERED that the requested limitations and conditions will be permitted.
IT IS FURTHER ORDERED that prior to the Conference, Maritime, the Enforcement Bureau, and Skybridge will meet and agree to limitations in writing, with copies to counsel.
IT IS FURTHER ORDERED that Maritime and the Enforcement Bureau shall prepare a Joint Stipulation signed by counsel (1) stipulating to all trial issues of fact and law that can be stipulated, and (2) stipulating to all discovery issues that are agreed.
IT IS FURTHER ORDERED that such Agreement and Stipulations be filed by noon on May 14,2012, with contemporaneous courtesy copies served by e-mail.
IT IS FURTHER ORDERED that the Prehearing Conference requested by Maritime shall be held at 10 a.m. on May 22,2012, in OALJ Courtroom TWA-363.

Above, the Judge meant "SkyTel" by "Skybridge."

1. I did not get the Maritime proposal. Maritime cannot comply with the second Order above unless the "meet and agree" attempt includes SkyTel (which, as the Hearing record shows, includes SkyTel-H and SkyTel-O). I assume written exchanges are part of the "meet and agree" directive. That is how you are proceeding thus far.

2. I paste in below the May 7, 2012 2:25 PM from Ms. Kane.
I promptly responded to that, but did not hear back.

3. I refer to and do not waive my past positions in this Hearing and otherwise before the FCC, including all that I expressed in my email of yesterday to Ms. Kane and Mr. Keller (and other parties and the ALJ).

4. Ms. Kane's draft defined and used "Skybridge" but you mean "SkyTel" since that definition is used for SkyTel in this hearing, from the start.
- Skybridge Spectrum Foundation is not "SkyTel" but is one entity within the SkyTel definition.
- For Skybridge, as its President, I object to the use of the Skybridge in this way, since it suggests control by Skybridge (a distinct nonprofit entity) over other entities (that are for profit) and since FCC

records are clear as to the actual entities.

5. The Order instructed that "Skybridge" (SkyTel) meet and agree on this draft. The Order then noted that Maritime and your Bureau submit a stipulation.
- However, if SkyTel is to "agree," it appears that SkyTel will be a party to the stipulation, even if SkyTel is not a party submitting it.

5.b. I believe the issue of the 90-some boxes in the storage facility (topic of the email of yesterday), is relevant to this prehearing, since those files concern the site based licenses. Getting and reviewing those is thus relevant to how this case proceeds.

6. The Order did not limit the issues in question to operations (as in your drat)--
- But it also included construction status.
- More broadly, the Order is about the overall discovery on issue (g), which is defined in the joint SkyTel- EB written discovery documents to Martime, and Martimes responses.

7. Overall, it is not clear what EB seeks to do under the Order.
- One the one hand, the discovery on issue (g) is broad, as are the unresolved responses.
- One the other hand, you seek to narrow issues at this upcoming prehearing.
  - While you do that in response to the Maritime request for a prehearing (as the Order says, for the purported purpose of "enlightening" the ALJ), the Order, as noted above, deals with all the broad issues in this discovery.

8. I believe that the ALJ may benefit from a presentation on:

(a) Facts.
Factual scope of the discovery, and facts not resolved yet, including:
- What are the issues in issue (g) in the HDO, FCC 11-64.
  - I have explained my view on that in detail, and assert that for the purpose of this meet-confer under the Order.
  - This includes: "construction," "coverage," (which is part of construction), "operations" (and its corollary, permanent discontinuance), and all of those include: the AMTS regulatory status as Part 80 CMRS and that includes use of Part 80 type approved equipment and Interconnected equipment and service.

(b) Law related to these facts:
- The HDO text and ending summary on issue (g), and the text reference to 1.955, that includes "coverage" that is under 80.475(a)(1999).
- Bankruptcy law and if, other than "Second Thursday" (which is not at issue in issue (g) discovery), a FCC licensee can obtain relief from (i) discovery obligations, (ii) licensee obligations to turn back in stations that "auto terminated" due to failures of any of the above (construction, coverage, operation, equipment required, interconnection): there is no FCC law to support this, from what I recall from research.
- Leases should not (as far as I recall, from research) count toward operations, if the lessee is operating (not shown yet) but outside the authority of the subject license (all of the asserted leases are to entities seeking to buy the spectrum for PMRS, not CMRS: I do not recall of the leases themselves describe the use: but none of the lessees are CMRS operators).
- Whether the ALJ rescinded his Order for individuals to provide financial information and tax returns.

(c) SkyTel has outstanding discovery requests, as to issue (g), to the Applicants.
- Applicants include the lessees which Maritime asserts are operating some of its stations, and which

seek to buy some site-based licenses and stations.
- This is relevant to issue (g).

Thank you,
Warren Havens

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[BEGINNING OF PASTE IN]

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From: Pamela Kane <Pamela.Kane@fcc.gov>
To: 'Bob Keller' <rjk@telcomlaw.com>; Robert Jackson <rhj@commlawgroup.com>; 'Warren Havens' <warren.havens@sbcglobal.net>; Jimmy Stobaugh <jstobaugh@telesaurus.com>
Sent: Monday, May 7, 2012 2:25 PM
Subject: Maritime: Proposed Agreement

Pursuant to the Presiding Judge's April 26, 2012 Order, enclosed for your consideration is a proposed agreement on limitations for the prehearing conference. Please let us know when you are prepared to discuss.

Pamela S. Kane
Deputy Chief -- Investigations & Hearings Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington , D.C. 20554
202-418-2393

[END OF PASTE IN]
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_____
From: Pamela Kane <Pamela.Kane@fcc.gov>
To: "rhj@commlawgroup.com" <rhj@commlawgroup.com>; "warren.havens@sbcglobal.net" <warren.havens@sbcglobal.net>; "jstobaugh@telesaurus.com" <jstobaugh@telesaurus.com>
Cc: "'rjk@telcomlaw.com'" <rjk@telcomlaw.com>; Brian Carter <Brian.Carter@fcc.gov>
Sent: Thursday, May 10, 2012 2:48 PM
Subject: Presiding Judge's Order to meet and agree to limitations

All: Maritime proposed to the Bureau some amendments to the proposed agreement for limitations on the scope of the prehearing conference that the Bureau circulated earlier this week. The Bureau cannot agree to these amendments and was not able to reach any agreement with Maritime about alternative language. At this point, we expect to file something with the Judge that indicates the parties were not able to reach agreement on limitations. We expect to circulate a draft of that filing tomorrow.

Just a reminder, it must be filed by noon (eastern time) on Monday.

Pamela S. Kane
Deputy Chief -- Investigations & Hearings Division
Enforcement Bureau
Federal Communications Commission
445 12th Street, S.W.

Washington , D.C. 20554
202-418-2393