

This Response in various parts responds to the EB-M Motion, and also, we expect, responds to the filings today by Maritime, the Enforcement Bureau, and others that are aligned with Maritime, that respond to/ oppose the Havens motions filed on December 2, 2013. While the Responses other parts more fully cover the following, we also provide some summary notes below based on an initial incomplete review.

With regard to the above noted Maritime filing of today, the following numbered points appear to be asserted to some degree. After each, I give "Havens" notes.

1. This isn't a consent order; it's a motion for summary decision.

Havens: No "stipulation" agreement and related language in the motion was needed, if this was not a settlement / costent- order proposal. In addition, Maritime and EB obtained the Dec 2 date for motions, based on their representation to ALJ Sippel that they were going to provide a settlement proposal.

2. Even if it is a consent order, there's no bar to it, since Issue G is distinct from Maritime's basic qualifications.

Havens: Issue (g) is not distinct from qualifications since actions on licenses under issue (g) are part of the HDO designation of the issue of wrongdoing/ qualification, shown by referencing the SkyTel "petitioners" "petitions" challenging these site based licenses including due to the wrongdoing and disqualification involved. There is more wrongdoing and disqualification action and evidence inextricably associated with these licenses than associated with the geographic licenses held by Maritime.

3. Havens motion misread bankruptcy law.

Havens: I provided sound fact and authorities on Dec 2 and provide more

herein.

4. Havens voluntarily opted out of this settlement.

Havens: Maritime cannot suggest settlement, but also that the motion does not involve a settlement. Havens did not I did not opt out but the opposite- kept asking Mr. Keller and Ms. Kane for the relevant information as to their settlement elements. Keller and Kane would not provide to *me even the identification* of the stations to be kept and to be cancelled, and that was in the public copy of their Dec 2 EB-M Motion. They gave no reason that any material part of the proposed but not disclosed settlement was legitimately confidential. They simply manufactured an artificial confidentiality bar to my participation, which violates applicable FCC rules and is against good faith (which is the foundation of settlement negotiations). They also did not respond to my settlement offer that was fully non confidential (the one I presented in the bankruptcy proceeding) which I noted to them in this exchange on their current settlement attempt.

5. Discovery on issue G closed a year ago and should not be reopened.

Havens: It should be reopened for reasons I have including since Maritime hid and spoiled evidence, and other reasons herein, e.g., from FN 17 of Ex 1 hereto (Skytel Opposition to the first Maritime motion for summary decision filed in 2012 (we are not at the third!):

17. Where a licensee has concealed material facts, the FCC is authorized to reopen a hearing. See, e.g., *RKO Gen., Inc. v. F.C.C.*, 670 F.2d 215, 231 (D.C. Cir. 1981).

6. Nothing keeps Second Thursday from reaching the full Commission.

Havens: Second Thursday does not apply to licenses that terminated by action of law prior to the bankruptcy if the facts demonstrate failures under the relevant rules and authorities including §§ 1.955(a)(2) and (3), 1.946, 80.49, and 80.475(a) (2000). It also does not apply to licensee violation of antitrust law. See 47 USC §§313, 314 and the end of Ex 2, citing *FCC v National Citizens Committee for Broadcasting* (1978) 436 US 775, 56 L Ed 2d 697, 98 S Ct 2096, 3 Media L R 2409.