EXHIBIT 4

PINNACLE					
					Partial Comments
#	Doc Date	Document	Page	Item (*The Text is directly from the document.*)	(the Reponse text provides further comments)
1	12/19/11	PINNACLE WIRELESS, INC. PETITION TO INTERVENE	2	Pinnacle LEASEs spectrum from Maritime Communications/Land Mobile, LLC ("Maritime"). As a lessee of Maritime spectrum, Pinnacle is an interested party to this proceeding. Pinnacle relies on its spectrum LEASEs with Maritime to support Pinnacle's construction of trunked radio networks operated by two New Jersey State agencies (New Jersey Turnpike Authority and New Jersey Sports and Exposition Authority) for critical communications. Pinnacle has made significant investments to construct these existing networks operating on the Maritime spectrum for the State of New Jersey, and accordingly Pinnacle has a significant interest in the outcome of this proceeding. Pinnacle's participation will assist the Commission in resolving the issues in question in this proceeding, specifically, issue (g) which addresses the construction of Maritime's site based licenses. Pinnacle has substantial information demonstrating the construction of station WRV374, a Maritime site based license that is included in Pinnacle's spectrum LEASEs with Maritime. Accordingly, Pinnacle respectfully requests grant of this Petition to Intervene.	(i) ("Lease" put in all Caps- not in original) 1. Does not state that Pinnacle has any FCC approved LEASE. 2. Does not say Pinnacle has construced and is operating any stations of Maritime, or with Maritime spectrum. 3. These failures to state these core issue (g) elements, is evidence they do not exist in any demontrable evidence.

2	12/19/11	PINNACLE WIRELESS, INC. PETITION TO INTERVENE	3	2. Pinnacle is an Interested Party Whose Participation Will Assist the Commission in the Determination of the Issues in Question Pinnacle has been a leading wireless communications systems integrator for more than ten years, both as an equipment dealer and service provider, and specializing in designing, constructing and maintaining land mobile radio systems. Pinnacle has first-hand knowledge of the construction of Station WRV374 dating back approximately ten years. Since May 2005, Pinnacle has constructed and promoted Maritime's spectrum holdings within the State of New Jersey and New York City markets. This was accomplished under a series of agreements between Pinnacle and Maritime culminating in the existing spectrum LEASE agreements between the parties for Maritime's Station WRV374 (site-based license) in the northern part of New Jersey, and Station WQGF315 (geographic license) in the southern part of New Jersey. Between 2005 and 2008 Pinnacle constructed and put into operation thirty-two (32) 220 MHz frequencies across nineteen (19) sites currently operating under these spectrum LEASE agreements. More than 2,700 subscriber units are currently operating on this network providing public safety and critical communications to two different New Jersey State agencies.	4. This was not later supported. None of these assertions, if true, result in confidential evidence. 5. Later admissions by Maritime make this false. No Maritime stations were constructed or operated by Pinncle. 6. Any operation by Pinnacle was unlawful, since at this time and after, there was no FCC lease. 7. AMTS is not 220 MHz. 8. NJ State uses of spectrum is not confidential under State FOIA-equivalent law. 9. Issue (g) does not involve geographic licenses.
3	12/19/11	PINNACLE WIRELESS, INC. PETITION TO INTERVENE	3	Pinnacle's operations under its agreements with Maritime include construction of a twelve (12) channel trunked radio network for the New Jersey Sports and Exposition Authority at the Meadowlands Sports and Entertainment Complex, which includes Giant Stadium. This system has seven hundred fifty (750) subscriber devices supporting Fire, Medical, Security and Traffic Operations by the Authority. The Authority uses the network for critical communications in carrying out the Authority's responsibility for the safety of more than eight million (8,000,000) visitors to the Meadowlands complex every year.	10. See above, there is no FCC approved lease. Thus, the alleged uses, if true, are unlawful. 11. Martime has no Station at this Sports complex, and states that its stations are not in operation. A fill-in station is unlawful without the actual station in operation.

4	12/19/11	PINNACLE WIRELESS, INC. PETITION TO INTERVENE	4	Pinnacle also has constructed an eighteen (18) site trunked radio network for the New Jersey Turnpike Authority using the Maritime spectrum. This network provides voice and data service on the New Jersey Turnpike and Garden State Parkway, currently serving two thousand (2,000) active subscriber devices, including sixteen hundred (1,600) data devices (providing GPS/AVL and telemetry functions) in support of Public Safety, Driver Safety, Construction, Maintenance and Traffic Operations. These operations are critical to the New Jersey Turnpike Authority's responsibility for the safety of almost nine hundred million (900,000,000) drivers every year.	12. See comments above.
5	12/19/11	PINNACLE WIRELESS, INC. PETITION TO INTERVENE	4	The New Jersey Turnpike Authority and the New Jersey Sports and Exposition Authority currently operate on the spectrum under Stations WRV374 and WQGF315 that Pinnacle LEASEs from Maritime for operation of the respective State networks. Without the continued availability of this spectrum, these two networks will be shut down and Pinnacle and the State of New Jersey will incur financial, operational and life safety risks as a result. Accordingly, Pinnacle has a significant interest in this proceeding.	13. NJSEA near NYC cannot use WQGF315 since it does not include that area. 14. It is not relevant as to ramifications of unlawful use of invalid spectrum, but for the liability involved, and the claims of parties duped by this.

6	12/19/11	PINNACLE WIRELESS, INC. PETITION TO INTERVENE	4	In addition to Pinnacle's construction of Maritime's spectrum for these two New Jersey State agencies, Pinnacle also has firsthand knowledge of the construction of Station WRV374 dating back to 2002, pursuant to an SMR service agreement between Motorola and Maritime's predecessor, Mobex. Under this SMR service agreement, Motorola provided the infrastructure equipment and constructed the system using the channels provided by Mobex under Call Sign WRV374. During 2002 to 2005, Pinnacle made sales efforts, as a Motorola dealer and service4 shop, to promote loading of this SMR network. Tower space for the Verona site supporting this network was LEASEd by Mobex from Warner Communications, which Pinnacle acquired in 2006/2007. After 2005, Pinnacle purchased from Motorola and deconstructed the 220 MHz Passport network that had been constructed in support of the SMR service agreement. Accordingly, Pinnacle has information about its own construction of Station WRV374 during 2005 to the present, and also about the construction of Station WRV374 during the period 2002-2005 period. Accordingly, Pinnacle's participation in this proceeding will assist the Commission in resolving Issue (g) with respect to Station WRV374.	15. Pinnacle was bought by a publicly traded company that admitted to its internal fraud, fired the Pinnacle managers including Mr. Hayford that was beind the relations with Maritime, and is now in lawsuits by many investors and related persons. That admission is relevant to FCC license users character and fitness. Google this item. E.g., (i) SEC filing: http://www.sec.gov/Archives/edgar/data/826773/000110465913029058/a13-10071_18k.htm
7	12/19/11	PINNACLE WIRELESS, INC. PETITION TO INTERVENE	5	The public interest demands a full inquiry that considers all of the evidence, including Pinnacle's intimate knowledge of facts demonstrating the construction of Station WRV374, and accordingly this petition to intervene should be granted.[9]	and (ii) court complaint: http://www.rosenlegal.com/media/casestudy/44_UnitekComplWeb.pdf. 16. This lacks candor to assert public interest in evidence, then withhold it. Tricked the Judge.

8	1/6/12	PINNACLE REPLY TO SKYTEL OPPOSITION	5	Pinnacle relies on its spectrum LEASEs with Maritime to support Pinnacle's construction of trunked radio networks operated by two New Jersey State agencies (New Jersey Turnpike Authority and New Jersey Sports and Exposition Authority) for critical communications. Pinnacle has made significant investments to construct these existing networks operating on the maritime spectrum for the State of New Jersey, and accordingly Pinnacle has a significant interest in the outcome of this proceeding.3 While Pinnacle does in fact have substantial information which will help the Court to resolve issue (g) with regard to the construction of Station WRV374,	17. See comments above.
9	12/16/13	PINNACLE WIRELESS RESPONSE TO JOINT MOTION OF ENFORCEMENT BUREAU AND MARITIME FOR SUMMARY DECISION ON ISSUE G	3	A. The Site Authorizations Leased to Pinnacle Are Operational Pinnacle provided extensive information in Pinnacle's sworn responses to the Enforcement Bureau's Interrogatories detailing Pinnacle's several spectrum LEASEs with Maritime and Maritime's predecessor, Mobex Network Services ("Mobex").1 Pinnacle's sworn interrogatory responses also detailed Pinnacle's construction of the site-based authorizations Pinnacle LEASEs from Maritime beginning in late 2005, as well as Pinnacle's continuing and ongoing operation of a Statewide system in New Jersey utilizing spectrum authorized under WR V37 4 to provide critical communications services to the New Jersey Turnpike Authority and the New Jersey Sports and Exposition Authority.2 As shown in Pinnacle's sworn interrogatory responses and in the Joint Motion, Pinnacle's ongoing and extensive operations under the following Maritime site authorizations pursuant to spectrum LEASEs are well established and undisputed in the record: WRV374-14 (Selden), WRV374-15 (Verona), WRV374-16 (Allentown), WRV374-l 8 (Valhalla), WRV374-25 (Perrinville), and WRV374-33 (One World Trade Center). Joint Motion at ¶ 22. Accordingly, in light of the extensive record evidence demonstrating the ongoing and continuing operation of these stations, it is undisputed that they are not permanently discontinued.	18. False and fraud. There are no such leases on ULS. 19. Maritime admitted that none of its "site authorization" stations are in operation, including by Pinnacle. 20. Pinnacle cannot assert in pleading evidecne it keeps hidden from Havens, the party that is the serious prosecutor of the HDO, FCC 11-64, cited as the basis of the HDO. No Isssue (g) component of evidence is confidential in nature, and what may legitimately be confidential is not relevant.

	2/27/12	ENFORCMENT BUUREAU'S FIRST SET OF INTERROGATORIES TO PINNACLE WIRELESS, INC	n/a	ENFORCeMENT BUUREAU'S FIRST SET OF INTERROGATORIES TO PINNACLE WIRELESS, INC., 02-27-2012 Enforcement Bureau 7021871638-- THIS IS attached as EXHIBIT C hereto.	19. Pinnacle did not respond as required, under applicagle law, and supply all information related to issued (g) publicly. Mislead the judg, and SkyTel, as to its purported public-must-know basis of its intervention (see above).
10	2/27/12	ENFORCEMENT BUREAU'S FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS FROM	n/a	See ENFORCEMENT BUREAU'S FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS FROM PINNACLE WIRELESS, INC, 02-27-2012 Enforcement Bureau 7021871639-- THIS IS attached as EXHIBIT A hereto.	20. Pinnacle did not respond as required, under applicagle law, and supply all information related to issued (g) publicly. Mislead the judg, and SkyTel, as to its purported public-must-know basis of its intervention (see above).
11	2/27/12 - 5/7/12	n/a	n/a	For two months after the above (i) ENFORCMENT BUUREAU'S FIRST SET OF INTERROGATORIES TO PINNACLE WIRELESS, INC. and (ii) ENFORCEMENT BUREAU'S FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS FROM PINNACLE WIRELESS, INC., there were no ECFS 11-71 filings from Pinnacle except for a "Letter" filed by Matthew J. Plache of Ctalano [sic] and Plache PLLC. / Under "Viewing Status" a certain letter (not described) is listed as "Confidential". Its contents cannot be viewed. If that Letter was not Pinnacle's response to the Enforcement Bureau's requests, it appears to indicate that Pinnacle's response was never filed on ECFS but was entirely confidential.	21. See comment immediately above.

12	12/16/13	PINNACLE WIRELESS RESPONSE TO JOINT MOTION OF ENFORCEMENT BUREAU AND MARITIME FOR SUMMARY DECISION ON ISSUE G	n/a	PINNACLE WIRELESS RESPONSE TO JOINT MOTION OF ENFORCEMENT BUREAU AND MARITIME FOR SUMMARY DECISION ON ISSUE G, 12-16-2013 Pinnacle Wireless 7520962724-- THIS IS attached as EXHIBIT B hereto.	22. Pinnacle did not respond as required, under applicagle law, and supply all information related to issued (g) publicly. Mislead the judg, and SkyTel, as to its purported public-must-know basis of its intervention (see above).

Attached are Exhibits A, B, and C described in Items above.
- In this regard, none of the information and documents demanded in the document and interrogatory requests that is relevant to "issue (g)" is legitimately confidential or highly confidential. The relevant FCC rules, and FCC and Congressional spectrum policy involved, and compliance therewith, or violations or failures thereunder, are all public.
- The irrelevant associated information that may be confidential or highly confidential, if any, could have been redacted. However, that class of information is already disclosed by Maritime in its bankruptcy case, and also cannot be kept confidential under New Jersey FOIA-equivalent law, with regard to Pinnacle.

- Regardless what information and documents Pinnacle supplied in response to these document and interrogatory requests, it is irrelevant to the Joint Motion, and the Joint Motion fails and should be denied in full, since:
(i) Maritime had no lease to Pinnacle submitted to and approved by the FCC in the recent many years (*shown on ULS*), and any operations of the spectrum without a lease is unlawful, and Maritime, Pinnacle, and the Enforcement Bureau misled the ALJ on this threshold failure;
(ii) Maritime admitted (*see Response text*) that none of the Stations are in operation by it or anyone, for approximately 7 years at least, and fill in stations are not valid but are unlawful where there is no licensed station in operation (to "fill in" poor-coverage gaps, in actual authorized sevice area;
(iii) The alleged Pinnacle uses of the spectrum (including as noted above) are PMRS, but without the required submitted and granted application therefore under rule §20.9(b), and any such use is thus unlawful;
(iv) There is no grace period for AMTS PMRS stations that are discontinued (before automatic termination due to discontinuance) and all Maritime reported operations were PMRS; and
(v) etc. For other reasons given in the opposing Response text.

The Joint Motion is in content a disguised rule waiver request, but station licenses that auto terminated cannot be revived even by an directly submitted waiver request, and a disguised one is double defective: is ineffective and lacks candor. *This is apparently why Maritime and EB (backed by Pinnacle and others), presented the Joint Motion as a stipulated settlement, not a motion for summary decision, or a waiver request.*

CHART - EXHIBIT A

FILED/ACCEPTED
FEB 27 2012
Federal Communications Commission
Office of the Secretary

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In re	)	
	)	
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	)	Application File Nos. 0004030479, 0004144435, 0004193028, 0004193328, 0004354053, 0004309872, 0004310060, 0004314903, 0004315013, 0004430505, 0004417199, 0004419431, 0004422320, 0004422329, 0004507921, 0004153701, 0004526264, 0004636537, and 0004604962
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**	)	

To: Pinnacle Wireless, Inc.

ENFORCEMENT BUREAU'S FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS FROM PINNACLE WIRELESS, INC.

1. Pursuant to Section 1.325 of the Commission's Rules, 47 C.F.R. § 1.325, the Enforcement Bureau ("Bureau") hereby requests that Pinnacle Wireless, Inc. ("Pinnacle") produce the Documents, as defined and specified herein, and deliver the Documents to the offices of the Investigations and Hearings Division, Enforcement Bureau, Suite 4-C330, 445 12th

No. of Copies rec'd 0+1
List ABCDE

Street, S.W., Washington, DC 20554 (or at some other location that is mutually acceptable to the Bureau and Pinnacle) within ten (10) days of the date of this Document Request.

Definitions

a. As used herein, the term "you" or "your" or "Pinnacle" or "Pinnacle Wireless, Inc." means Pinnacle Wireless, Inc., including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2002 through the present.

b. The terms/phrases "referring to," "relating to" and/or "concerning," as used herein, shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing, concerning, regarding, indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the foregoing.

c. "State" and "describe" mean to set forth a complete and detailed statement of all information, circumstances and facts that refer to, relate to, reflect, comprise or bear upon the matter concerning which information is requested.

d. The terms "identify" and "identification" when used in reference to an individual person mean to state his full name, residence and business telephone numbers, and present residence and business addresses if known, and his present or last known title, position and business affiliation.

e. The terms "identify" and "identification" when used in reference to a person other than a natural person mean to state the full and official name of the business entity, its principal place of business, and the main telephone number of such business entity.

f. The terms "identify" and "identification" when used in reference to a document mean to state its date, type (e.g., memo, telecopy, email), and its authors, addressees, title, if any, and, if no title, a brief description of the subject matter of the document and its present or last known location and custodian. If any document once was, but is no longer, in your possession, custody, or control, state what disposition was made of it and the reason for such disposition.

g. The terms "identify" and "identification" when used in reference to any act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication, mean to: (a) describe the nature and substance of the act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication; (b) state the date when and place where it occurred; and (c) identify each person who was a participant therein.

h. The term "and" also means "or" and the term "or" also means "and."

i. The term "each" also means "every" and the term "every" also means "each."

j. The term "all" also means "any" and the term "any" also means "all."

k. The term "Document" means the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, videotaped, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made,

including but not limited to any book, pamphlet, periodical, contract, agreement, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form) in the possession, custody, or control of Pinnacle.

l. "Discussion" means any assembly, congregation, encounter, meeting or conversation between or among two or more individuals for any purpose, whether or not planned, arranged, or scheduled in advance. "Discussion" includes, without limitation, all oral communications, whether or not in person, by telephone (including voicemails and similar recordings), or otherwise, and electronic communications (including emails) between two or more individuals.

m. "Communication" means any discussion or any written or electronic correspondence or recorded voice message of any kind.

n. "Employee" means any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

o. "Representative" means any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

p. "Entity" means any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

q. "Person" means any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

r. "Mobex" shall mean Mobex Network Services, LLC and any predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals, and all members, directors, officers, employees, managers or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period January 1, 2002 through the present.

s. "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.

t. "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

u. "Maritime" or "Maritime Communications/Land Mobile, LLC" means Maritime Communications/Land Mobile, LLC, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2002 through the present.

Instructions

a. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is

not distorted by addition of another tense or tenses. Defined terms have the meaning provided above, whether or not they are capitalized below.

b. Unless otherwise specified, supply all annual data requested on a calendar-year basis; if any basis other than a calendar-year basis is used, such as to accommodate a fiscal-year basis, state as part of the response the nature and type of the basis so used.

c. Unless otherwise specified, supply all information requested for the period January 1, 2002 through the present.

DOCUMENTS REQUESTED

1. All agreements, contracts or understandings entered into between Pinnacle and Maritime for the lease of spectrum licensed to Maritime.

2. All agreements contracts or understandings entered into between Mobex and Motorola concerning site-based authorization WRV374.

3. All agreements, contracts or understandings entered into between Pinnacle and Mobex or Motorola concerning site-based authorization WRV374.

4. All documents upon which you intend to rely to demonstrate that site-based authorization WRV374 was constructed in accordance with Section 80.49(a) of the Rules.

5. All documents upon which you intend to rely to demonstrate that site-based authorization WRV374 has not automatically terminated pursuant to the applicable Rules.

6. Documents sufficient to demonstrate that each location or frequency of site-based authorization WRV374 was placed in operation within two years of the grant of the authorization.

7. Documents sufficient to identify the date on which construction of each location or frequency of site-based authorization WRV374 was commenced.

8. Documents sufficient to identify the date on which construction of each location or frequency of site-based authorization WRV374 was completed.

9. Documents sufficient to identify the equipment (including the makes and models) that was purchased, leased and/or used in the construction of each location or frequency of site-based authorization WRV374, including: radio transceivers, radio transmitters, power amplifiers, combiners, duplexers, antenna cables, transmit and receive antennas, the building in which the radio-transmitter and power amplifier equipment was housed, components to achieve interconnection, as that term is defined in Section 20.3 of the Rules, components to achieve station-to-station linking including for continuity of coverage and any other equipment components.

10. All agreements, contracts or understandings entered into between you or Maritime and any person or entity who participated in the construction of each location or frequency of site-based authorization WRV374.

11. With respect to each location or frequency of site-based authorization WRV374, provide documentation provided by the technician or other person involved in completing construction of each such location or frequency reflecting completion, including but not limited to those documents reflecting any performance and conformance tests that were performed.

12. Documents sufficient to show the date on which each location or frequency of site-based authorization WRV374 was placed in operation.

13. All Documents that demonstrate the role that Pinnacle played in the construction of any location or frequency of site-based authorization WRV374.

14. In the event that any location or frequency of site-based authorization WRV374 was placed in operation and went off the air for a continuous period of one year or more, all

documents referring or relating to why any such location or frequency of site-based authorization WRV374 went off the air for a continuous period of one year or more.

15. All electric utility bills, and evidence of payment thereon, for each location or frequency of site-based authorization WRV374.

16. All leases, contracts, agreements and understandings relating to tower and/or antenna leases, and evidence of payment thereon, for each location or frequency of site-based authorization WRV374.

17. All real estate or office leases, and evidence of payment thereon, for each location or frequency of site-based authorization WRV374.

18. All documents sufficient to show the coverage area provided by each location or frequency of site-based authorization WRV374.

19. All interconnection agreements, contracts and understandings referring or relating to any location or frequency of site-based authorization WRV374.

20. Documents sufficient to identify payments to Maritime made by you for AMTS service offered by Pinnacle.

21. Documents sufficient to identify Pinnacle's organizational structure.

Respectfully,

P. Michele Ellison
Chief, Enforcement Bureau

Pamela S. Kane
Deputy Chief
Investigations and Hearings Division
Enforcement Bureau

Brian J. Carter
Attorney
Investigations and Hearings Division
Enforcement Bureau

Federal Communications Commission
445 12th Street SW
Room 4-C330
Washington, D.C. 20554
(202) 418-1420

February 27, 2012

CERTIFICATE OF SERVICE

Alicia McCannon, an Enforcement Analyst in the Enforcement Bureau's Investigations and Hearings Division, certifies that she has on this 27th day of February, 2012, sent by first class United States mail copies of the foregoing "ENFORCEMENT BUREAU'S FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS FROM PINNACLE WIRELESS, INC." to:

The Honorable Richard L. Sippel
Chief Adminstrative Law Judge
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554 (by hand, courtesy copy)

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Counsel for Maritime Communications/Land Mobile LLC

SkyTel
c/o ATLIS Wireless LLC
2509 Stuart Street
Berkeley, CA 94705
Attn: J. Stobaugh

_____
Alicia McCannon

CHART - EXHIBIT B

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	)	
	)	
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	)	

To: Marlene H. Dortch, Secretary

Attention: Richard L. Sippel, Chief Administrative Law Judge

PINNACLE WIRELESS RESPONSE TO

JOINT MOTION OF ENFORCEMENT BUREAU AND MARITIME

FOR SUMMARY DECISION ON ISSUE G

Pinnacle Wireless ("Pinnacle"), by undersigned counsel and pursuant to the schedule for this proceeding adopted by Order, FCC 13M-19 (October 25, 2013), hereby files this Response to the Joint Motion of the Enforcement Bureau and Maritime Communications/Land Mobile LLC ("Maritime") for Summary Decision on Issue (g) ("Joint Motion").

Based on the showings made in the Joint Motion it is clear that Issue (g) is ripe for summary judgment. Issue (g) addresses only (i) whether Maritime's site-based facilities were timely constructed within two years of initial authorization, and (ii) whether those facilities have been permanently discontinued. As set forth in the Joint Motion, there are only 16 Maritime site-based facilities remaining after the settlement reached between Maritime and the Enforcement Bureau pursuant to which all of the other Maritime site-based facilities are being cancelled and/or surrendered. As the Enforcement Bureau recognizes, the only possible conclusion based on the undisputed facts in the record is that the 16 remaining site-based facilities were timely constructed and have not been permanently discontinued.

DISCUSSION

I. Summary Decision is Warranted Based on the Undisputed Facts.

As a lessee of Maritime site-based spectrum, Pinnacle has a very strong interest in the outcome of this proceeding, particularly with regards to Issue (g). As previously established in this proceeding,

> Pinnacle is a lessee of Maritime's spectrum and relies on Maritime's spectrum in its business enterprises which Pinnacle leases to support its construction of trunked radio networks operated by two New Jersey agencies in connection with "critical communications" (e.g.,GSP for drivers on New Jersey Turnpike and Garden State Parkway). Pinnacle also has made investments to construct these networks on Maritime spectrum for agencies of New Jersey.

Order, FCC 12M-2, ¶9 (January 18, 2012) (granting Pinnacle's Petition to Intervene in this proceeding and designating Pinnacle as a Party).

A. The Site Authorizations Leased to Pinnacle Are Operational

Pinnacle provided extensive information in Pinnacle's sworn responses to the Enforcement Bureau's Interrogatories detailing Pinnacle's several spectrum leases with Maritime and Maritime's predecessor, Mobex Network Services ("Mobex").[1] Pinnacle's sworn interrogatory responses also detailed Pinnacle's construction of the site-based authorizations Pinnacle leases from Maritime beginning in late 2005, as well as Pinnacle's continuing and ongoing operation of a Statewide system in New Jersey utilizing spectrum authorized under WRV374 to provide critical communications services to the New Jersey Turnpike Authority and the New Jersey Sports and Exposition Authority.[2] As shown in Pinnacle's sworn interrogatory responses and in the Joint Motion, Pinnacle's ongoing and extensive operations under the following Maritime site authorizations pursuant to spectrum leases are well established and undisputed in the record: WRV374-14 (Selden), WRV374-1 5 (Verona), WRV374-16 (Allentown), WRV374-1 8 (Valhalla), WRV374-25 (Perrinville), and WRV374-33 (One World Trade Center). Joint Motion at ¶ 22. Accordingly, in light of the extensive record evidence demonstrating the ongoing and continuing operation of these stations, it is undisputed that they are *not* permanently discontinued.

B. These Site Authorizations Were Timely Constructed

As shown in the Joint Motion (at ¶¶ 14-16), the record evidence demonstrates that the site-based facilities leased by Pinnacle from Maritime were timely constructed, and there is no evidence to the contrary. Indeed, as the Joint Motion explains, the issue of timely construction was already adjudicated by both the Wireless Bureau and the Commission—*in proceedings in*

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[1] *See* Pinnacle Response to Enforcement Bureau's First Set of Interrogatories and First Set of Requests for Production of Documents, filed April 10, 2012 ("Pinnacle Discovery Responses"). The Pinnacle Discovery Responses were served on counsel for Havens and the Havens alter-ego entities at the request of said Havens counsel at the time.

[2] *Id.*

which Havens actively participated—and these same facilities that continue to support Pinnacle's operations were found timely to have met the initial construction requirement. Joint Motion at ¶¶ 14-16, *citing, In the Matter of Applications of Mobex Network Services, LLC,* 19 FCC Rcd 24939, 24941-42, ¶ 6 (WTB *2004); In the Matter of Applications of Mobex Network Services, LLC,* 25 FCC Rcd 3390, 3395, ¶ *9* (2010). Given the finding in these earlier proceedings as well as Havens' participation in them, they are *res judicata* and present collateral estoppel on the issue of whether the stations were timely placed into operation within two years of original grant.[3] Nor is there record evidence in this proceeding that would call into question the earlier findings of the Wireless Bureau and Commission or the extensive evidence introduced by Maritime demonstrating timely initial construction. *See* Joint Motion at ¶¶ 14-16.

Accordingly, summary judgment on issue (g) is appropriate.

II. Public Interest Demands That The Pinnacle Operations Continue

As shown in the sworn Pinnacle Discovery Responses, Pinnacle's operations under the WRV374 site authorizations provide critical infrastructure and public safety communications for two New Jersey State agencies, protecting and serving millions and millions of drivers on the New Jersey Turnpike and Garden State Parkway and visitors to the Meadowlands complex every year. These facts are firmly established and are undisputed in the record. Clearly, maintenance of these operations serves the public interest. Any order in this proceeding that might have the effect of preventing these operations from continuing, such as cancellation of the underlying site authorizations, would have a very serious adverse impact on the public interest concerns served

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Montgomery County Media Network, 4 FCC Rcd 3749, ¶4 (1989) ("'When an administrative agency is acting in a judicial capacity and resolves disputed issues of fact properly before it which the parties have had an adequate opportunity to litigate,' the principles of res judicata and collateral estoppel apply 'to prevent relitigation of factual disputes' resolved by the agency." Quoting, *United States v. Utah Construction and Mining Co.*, 384 U.S. 394, 422 (1966)); *Comsat v. IDB Mobile Communications*, 15 FCC Rcd 7906, ¶1 (2000).

by these stations. Accordingly, the public interest demands continuation of the underlying site authorizations that support these critical operations.

III. Havens' Request to Reopen Discovery Should Be Rejected.

Havens submitted three motions on December 2, 2013, all of which Pinnacle opposes. Havens' first motion requests that discovery be reopened. This motion is inappropriate and should not be granted. This proceeding had a very extended discovery period, which closed many months ago. Havens has not adequately justified why he was dilatory in undertaking discovery during the allotted period, nor has Havens justified why he waited so long after discovery closed before asking that it be reopened. Under these circumstances, Havens has failed to demonstrate that his situation warrants the very unusual step of reopening discovery at such a very late hour in the proceeding. In this respect, Havens' request that discovery be reopened is not even authorized under the scheduling order, which authorizes only "substantive" motions, such as ones for summary decision, rather than purely procedural motions such as those related to the timing of discovery.

Additionally, Havens has not shown with any specificity what additional discovery he would pursue if his unusual request is granted—he has not stated what parties, or what documents or what questions he would pursue. Rather, Havens asserts that only *if* the motion is granted will he then come forward with "specific requests, identifying the parties involved, the addresses and other contact information (for subpoenas to non-parties) and the documents and information of relevance for the Judges consideration."[4]

It is apparent from Havens' lack of specificity that Havens wants to undertake a

[4] Havens First Motion Under Order 13M-19, at p.11.

generalized fishing expedition, *which is not allowed.*[5] Further, what Havens wants to fish for, as he asserts in his motion, is evidence relevant to character issues.[6] The request is unwarranted for that reason alone because character issues are not relevant to issue (g) which addresses only whether site based stations were timely constructed and whether such stations were permanently discontinued. Accordingly, Havens' attempt to reopen discovery is entirely unwarranted and should be rejected.

CONCLUSION

Wherefore, as discussed above, the Joint Motion of the Enforcement Bureau and Maritime for Summary Decision on issue (g) should be granted. Further, Havens' request that discovery be reopened should be denied.

Respectfully submitted,

PINNACLE WIRELESS

By: _____

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Counsel for Pinnacle Wireless

Dated: December 16, 2013

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[5] *Metroplex Communications, Inc.*, 4 FCC Rcd 8149, fn11 (1989) ("discovery is not to be used as a 'fishing expedition'").

[6] See Havens' First Motion at pp. 11 *et seq.*

CERTIFICTE OF SERVICE

I certify that on this 16th day of December, 2013, I caused copies of the foregoing document to be served by U.S. Postal Service, First Class postage prepaid, on the following:

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CHART - EXHIBIT C

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

FILED/ACCEPTED
FEB 27 2012
Federal Communications Commission
Office of the Secretary

In re	)	
	)	
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	)	Application File Nos. 0004030479, 0004144435, 0004193028, 0004193328, 0004354053, 0004309872, 0004310060, 0004314903, 0004315013, 0004430505, 0004417199, 0004419431, 0004422320, 0004422329, 0004507921, 0004153701, 0004526264, 0004636537, and 0004604962
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**	)	

To: Pinnacle Wireless, Inc.

ENFORCMENT BUUREAU'S FIRST SET OF INTERROGATORIES TO PINNACLE WIRELESS, INC.

1. Pursuant to Section 1.323 of the Commission's Rules, 47 C.F.R. § 1.323, the Enforcement Bureau ("Bureau") hereby submits the following interrogatories to Pinnacle Wireless, Inc. ("Pinnacle").

No. of Copies rec'd 0+1
List ABCDE

2. Pinnacle shall deliver its responses to the offices of the Investigations and Hearings Division, Enforcement Bureau, Suite 4-C330, 445 12th Street, S.W., Washington, DC 20554 within 14 days of the date of service of these interrogatories.

3. The obligation of Pinnacle to answer these interrogatories is continuing in nature. Pinnacle has an obligation to provide in the future any and all additional responsive information that may come to its attention subsequent to its answering these interrogatories but not initially disclosed at the time, date and place set forth herein or in any supplemental answers that it submits. In this regard, Pinnacle must supplement its initial and any and all supplemental responses if it learns that, in some material respect, the responses initially provided, or as supplemented, were incomplete or incorrect or if additional responsive information is acquired by or has become known after its initial or any supplemental responses.

Definitions

a. As used herein, the term "you" or "your" or "Pinnacle" or "Pinnacle Wireless, Inc. " means Pinnacle Wireless, Inc., including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2002 through the present.

b. The terms/phrases "referring to," "relating to" and/or "concerning," as used herein, shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning,

containing, concerning, regarding, indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the foregoing.

c. "State" and "describe" mean to set forth a complete and detailed statement of all information, circumstances and facts that refer to, relate to, reflect, comprise or bear upon the matter concerning which information is requested.

d. The terms "identify" and "identification" when used in reference to an individual person mean to state his full name, residence and business telephone numbers, and present residence and business addresses if known, and his present or last known title, position and business affiliation.

e. The terms "identify" and "identification" when used in reference to a person other than a natural person mean to state the full and official name of the business entity, its principal place of business, and the main telephone number of such business entity.

f. The terms "identify" and "identification" when used in reference to a document mean to state its date, type (e.g., memo, telecopy, email), and its authors, addressees, title, if any, and, if no title, a brief description of the subject matter of the document and its present or last known location and custodian. If any document once was, but is no longer, in your possession, custody, or control, state what disposition was made of it and the reason for such disposition.

g. The terms "identify" and "identification" when used in reference to any act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication, mean to: (a) describe the nature and substance of the act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or

communication; (b) state the date when and place where it occurred; and (c) identify each person who was a participant therein.

h. The term "and" also means "or" and the term "or" also means "and."

i. The term "each" also means "every" and the term "every" also means "each."

j. The term "all" also means "any" and the term "any" also means "all."

k. The term "Document" means the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, videotaped, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any book, pamphlet, periodical, contract, agreement, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form) in the possession, custody, or control of Pinnacle.

l. "Discussion" means any assembly, congregation, encounter, meeting or conversation between or among two or more individuals for any purpose, whether or not planned, arranged, or scheduled in advance. "Discussion" includes, without limitation, all oral communications, whether or not in person, by telephone (including voicemails and similar recordings), or otherwise, and electronic communications (including emails) between two or more individuals.

m. "Communication" means any discussion or any written or electronic correspondence or recorded voice message of any kind.

n. "Employee" means any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

o. "Representative" means any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

p. "Entity" means any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

q. "Person" means any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

r. "Mobex" shall mean Mobex Network Services, LLC and any predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals, and all members, directors, officers, employees, managers or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period January 1, 2002 through the present.

s. "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.

t. "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

u. "Maritime" or "Maritime Communications/Land Mobile, LLC" means Maritime Communications/Land Mobile, LLC, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2002 through the present.

Instructions

a. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is not distorted by addition of another tense or tenses. Defined terms have the meaning provided above, whether or not they are capitalized below.

b. Unless otherwise specified, supply all annual data requested on a calendar-year basis; if any basis other than a calendar-year basis is used, such as to accommodate a fiscal-year basis, state as part of the response the nature and type of the basis so used.

c. Where an identified document has been destroyed, or is alleged to have been destroyed, state the reasons for its destruction, the names of the persons having any knowledge of its destruction, and the names of the persons responsible for its destruction.

d. Where an identified document is not in your possession, custody or control, state the names of the persons who have possession, custody or control of such document. If such document was in your possession, custody or control in the past but is no longer in your possession, custody or control, state what disposition was made of it, the reasons for such

disposition, identify any persons having any knowledge of such disposition, and identify the persons responsible for such disposition.

e. If any information called for by an interrogatory is withheld on the basis of a claim of privilege, the nature of the claim of privilege and the nature of the information in respect of which it is claimed shall be set forth. Where the claimed privileged subject matter forms only part of the entire document involved, indicate that such is the case and whether you will produce the document with the privileged portions blocked out or obliterated in a copy thereof.

f. If you object to any part of an interrogatory and refuse to answer that part, state your objection and answer the remaining portion of that interrogatory. If you object to the scope or time period of an interrogatory and refuse to answer for that scope or time period, state your objection and answer the interrogatory for the scope or time period you believe is appropriate (including in your answer a specific statement as to why you believe the scope or time period is inappropriate).

g. If the answer to any question is "None," or if a section is not applicable to your business, so indicate rather than leave the space blank.

h. Unless otherwise specified, supply all information requested for the period January 1, 2002 through the present.

INTERROGATORIES

1. Identify each agreement, contract or understanding, whether oral or written, that Pinnacle entered into with Maritime for the lease of spectrum licensed to Maritime and any documents related thereto (by document production number).

2. Identify the status of each agreement, contract or understanding that you identified in response to Interrogatory No. 1, above, indicating whether each such agreement, contract or understanding is still in effect or has been cancelled.

3. Identify each agreement, contract or understanding, whether oral or written, between Pinnacle and Mobex or Motorola concerning site-based authorization WRV374, and any documents related thereto (by document production number).

4. Identify by location number, transmitter address/area of operation, latitude/longitude coordinates, each location or frequency of site-based authorization WRV374 that is covered by the agreements, contracts or understandings that you identified in response to Interrogatory No. 1, above.

5. With regard to the locations or frequencies you identified in response to Interrogatory No. 4, above, specify the date(s) when construction of each such location or frequency commenced and the date(s) when construction was completed.

6. For any location or frequency of site-based authorization WRV374 that you did not identify in response to Interrogatory No. 4, above, describe as precisely as possible all facts and circumstances concerning the construction of any such location or frequency, including but not limited to, the date(s) when construction of each such location or frequency commenced, the date(s) when it was completed and including an identification of all documents (by document production number) or other evidence on which you now rely or will rely in support.

7. Specify the date on when each location or frequency of site-based authorization WRV374 was placed into operation.

8. In the event that any location or frequency of site-based authorization WRV374 was constructed but not placed in operation, explain why such location was not placed in operation.

9. State whether equipment or components installed at any location or frequency of site-based authorization WRV374 were ever removed and explain the circumstances under which such equipment or components were removed.

10. For each location or frequency of site-based authorization WRV374, identify Pinnacle's end user customers or subscribers who are actually paying for and using AMTS services.

11. State whether each location or frequency of site-based authorization WRV374 is interconnected, as that term is defined in Section 20.3 of the Rules, and if so, the date(s) on which each location or frequency of site-based authorization WRV374 became interconnected.

12. If any location or frequency of site-based authorization WRV374 is interconnected, explain how interconnection is accomplished.

13. Specify the period of time for which any location or frequency of site-based authorization WRV374 was not interconnected.

14. For any location or frequency of site-based authorization WRV374 that was placed in operation more than two years after grant of the authorization, specify the date when that location or frequency was placed in operation and explain why that location or frequency was placed in operation on that date.

15. For each location or frequency of site-based authorization WRV374, state whether it has been in continuous operation since it was first placed in operation and, if not, explain why not.

16. For each location or frequency of site-based authorization WRV374, state whether it has ever discontinued operating for any reason for a continuous period of one year or more. If so, (a) specify the date(s) when any such location or frequency of site-based authorization WRV374 discontinued operating and, if applicable, specify the date(s) when it resumed operating; and (b)

explain fully why any such location or frequency of site-based authorization WRV374 discontinued operating for a period of one year or more.

17. For each location or frequency of site-based authorization WRV374, state whether it is currently off the air and not operating. If so, explain why and for how long it has been off the air and not operating.

18. Describe the coverage area provided by each location or frequency of site-based authorization WRV374.

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

a. constructing any location or frequency of site-based authorization WRV374;

b. placing in operation any location or frequency of site-based authorization WRV374;

c. operating or maintaining any location or frequency of site-based authorization WRV374;

d. discontinuing operations of any location or frequency of site-based authorization WRV374;

e. entering into any contracts, agreements, arrangements or understandings related to the purchase or lease of equipment and/or of real estate involved in the construction and/or placing into operation any location or frequency of site-based authorization WRV374; and/or

f. the hiring of personnel or entities involved in the construction and/or placing into operation of any location or frequency of site-based authorization WRV374.

20. Identify any location or frequency of site-based authorization WRV374 that was not constructed in accordance with the requirements of the relevant license, including the geographic coordinates, antenna heights, and other technical parameters included on the license for site-based authorization WRV374, and, for each such location or frequency, explain why it was

constructed at variance to the license requirements and what steps, if any, you or others took to notify the FCC of this variation.

21. Identify the definition of "constructed" or "construction" you applied in responding to these Interrogatories.

22. Identify the definition of "operate" and/or "operating" and/or "operation" and/or "in operation" you applied in responding to these Interrogatories.

23. Identify the definition of "coverage" you applied in responding to these Interrogatories.

Respectfully,

P. Michele Ellison
Chief, Enforcement Bureau

Pamela S. Kane
Deputy Chief
Investigations and Hearings Division
Enforcement Bureau

Brian J. Carter
Attorney
Investigations and Hearings Division
Enforcement Bureau

Federal Communications Commission
445 12th Street SW
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Washington, D.C. 20554
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February 27, 2012

CERTIFICATE OF SERVICE

Alicia McCannon, an Enforcement Analyst in the Enforcement Bureau's Investigations and Hearings Division, certifies that she has on this 27th day of February, 2012, sent by first class United States mail copies of the foregoing "ENFORCEMENT BUREAU'S FIRST SET OF INTERROGATORIES TO PINNACLE WIRELESS, INC." to:

The Honorable Richard L. Sippel
Chief Adminstrative Law Judge
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554 (by hand, courtesy copy)

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