

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter Of

MARITIME COMMUNICATIONS/LAND MOBILE, LLC

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 CORP., INC.;
ATLAS PIPELINE—MID CONTINENT, LLC;
DENTON COUNTY ELECTRIC COOPERATIVE,
INC., d/b/a COSERV ELECTRIC; and
SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY

EB Docket No. 11-71
File No. EB-09-IH-1751
FRN: 0013587779

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

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

ENL-VSL AND HAVENS DIRECT CASE EXCHANGE

Environmental LLC (“ENL”) and Verde Systems LLC (“VSL”) (together “ENL-VSL”), through their undersigned counsel, hereby describe, attach and exchange their direct case exhibits, deposition designations and written testimony pursuant to the Order of the Presiding Judge of August 21, 2014, FCC 14M-27. This submission is joined by Mr. Havens (with ENL-VSL, “EVH”).

1. EVH Exhibits

Introduction. Initially, near the end of last week, on September 12, 2014, EVH submitted two requests related to their direct case materials. As of the date and time of the instant pleading and finalization of the Exhibits,¹ these requests were not decided. In addition, as the requests noted, the Commission decided last week in FCC 14-133 to deny the Maritime request for exemption from the *Jefferson Radio* doctrine based on assertions under the *Second Thursday* policy and thus to instruct that the hearing on all issues under the HDO FCC 11-64 proceed.

The EVH exhibits were prepared in recent weeks in view of the potential need to address all of the Maritime site-based licensed stations (over 100). Only late last week did the Presiding Judge receive and decide to accept the Maritime-Enforcement Bureau Stipulation in which all but 16 Stations are permanently terminated. The Stipulation was cause to pare down the Exhibits. However, simultaneously with that decision, the Commission issued the FCC 14-133 decision that is cause to not pare down the exhibits, since Maritime actions related to the terminated stations, including to unlawfully and covertly keep them for one to two years or more after termination, while representing to the FCC that they were not terminated, is relevant to issues (h), (i), and other HDO issues.

These and other various events caused difficulty in searching for, selecting and preparing exhibits for the hearing. All of these issues ultimately were caused by Maritime's actions, including but not limited to covertly keeping for years terminated stations, misuse of the *Second*

¹ The morning of Monday, September 15, 2014. In this regard, the Exhibits were prepared and completed by the EVH offices and a professional litigation document production service in Northern California early on September 15, and shipped out on that day by Federal Express for delivery the next day, the due date. After this completion date and time, no changes are possible in the sets of Exhibits since they will have been shipped.

Thursday policy limited exception to the *Jefferson Radio* doctrine and related misuse of bankruptcy law and procedure, etc.), and abuses described in the “ENL-VSL Request for Clarification and Relief Regarding The Protective Order and Mobex Documents” that EVH filed on September 12, 2014. All of these actions and omissions by Maritime were highly prejudicial to EVH and its ability to circulate exhibits for hearing. In these circumstances, EVH asserts its legal rights under the hearing rules and its equitable rights, and otherwise, to exchange substantial Exhibits and related case materials at this time beyond those with information narrowly focused only on the 16 Stations, and, in addition, to be permitted to adjust, either by adding or subtracting, these Exhibits and materials, after Maritime and other parties (who have supported Maritime for the most part) have submitted their direct case materials.

Accordingly, the EVH Exhibits and case materials are substantial and beyond those dealing solely with the 16 Stations.

Description. The pages of all exhibits of EVH are marked with “EVH” and page numbers. Exhibits of which we request official notice are also marked with “ON.” These exhibits will be used in cross-examination and that is the reason we do not offer a sponsoring witness. Official notice is based on the fact that these documents were filed in this and related proceedings. Other documents that cannot be officially noticed that will be used in cross-examination are marked with “CE.” We request below that all parties admit to the genuineness of the documents which may obviate any need for official notice.

Maps of the 16 stations that we provide for ease of reference of the Presiding Judge are marked CE2 0001 – 0004 and attached hereto.

Since we have not seen the Maritime and other direct cases, we cannot be as specific as we would like to be regarding the exhibits we will use. Once we have seen the Maritime and

other direct cases, we will cooperate to narrow the list of EVH exhibits, if called for, provided that it now appears that the hearing and hearing Exhibits should be expanded due to the Commission decision in FCC 14-133. The EVH exhibits are being sent to counsel directly from the copying service.

a. Index

An index of the EVH exhibits is being served with the Exhibits.

b. Request to Admit Genuineness of Documents

Pursuant to Rule Section 1.246, we request that all parties admit the genuineness of the documents that we have served as exhibits.

c. Reservation of rights

We reserve the right to use additional exhibits that we may gain access to that are not available to us now. This could include documents withheld under the Protective Order, documents claimed to be unavailable, such as the Mobex documents, or other documents that have not been disclosed to us for any reason. We incorporate by reference the ENL-VSL Request for Clarification and Relief Regarding The Protective Order and Mobex Documents that we filed on September 12, 2014, rather than repeat those arguments here.

2. Deposition Designations

ENL-VSL and Mr. Havens hereby designate in their entirety the depositions of Sandra and Donald DePriest, John Reardon and Robert Smith. The reasons for designating the depositions in their entirety are as follows.

First, the depositions were taken by the Enforcement Bureau specifically with regard to issue (g). As such, a strong presumption exists that the depositions in their entirety are relevant to issue (g).

Second, we have not seen the Maritime and other direct cases. Once we see their direct cases, we will be in a position to cooperate to limit the deposition testimony that will be used on cross-examination at hearing.

Third, as to the Sandra and Donald DePriest depositions, we cannot designate particular pages because we have not been given access to the depositions pursuant to our FOIA request. We incorporate by reference the ENL-VSL Request for Clarification and Relief Regarding The Protective Order and Mobex Documents that we filed on September 12, 2014, rather than repeat those arguments here.

3. Direct Testimony

Attached hereto is direct testimony from three witnesses for EVH: Peter Harmer, Fred Goad and Steve Calabrese. The Direct Testimony is marked with DT and the numbering follows sequentially from the CE documents.

Conclusion

Wherefore, ENL-VSL and Mr. Havens hereby exchange their direct case exhibits, deposition designations and direct testimony.

Respectfully submitted,



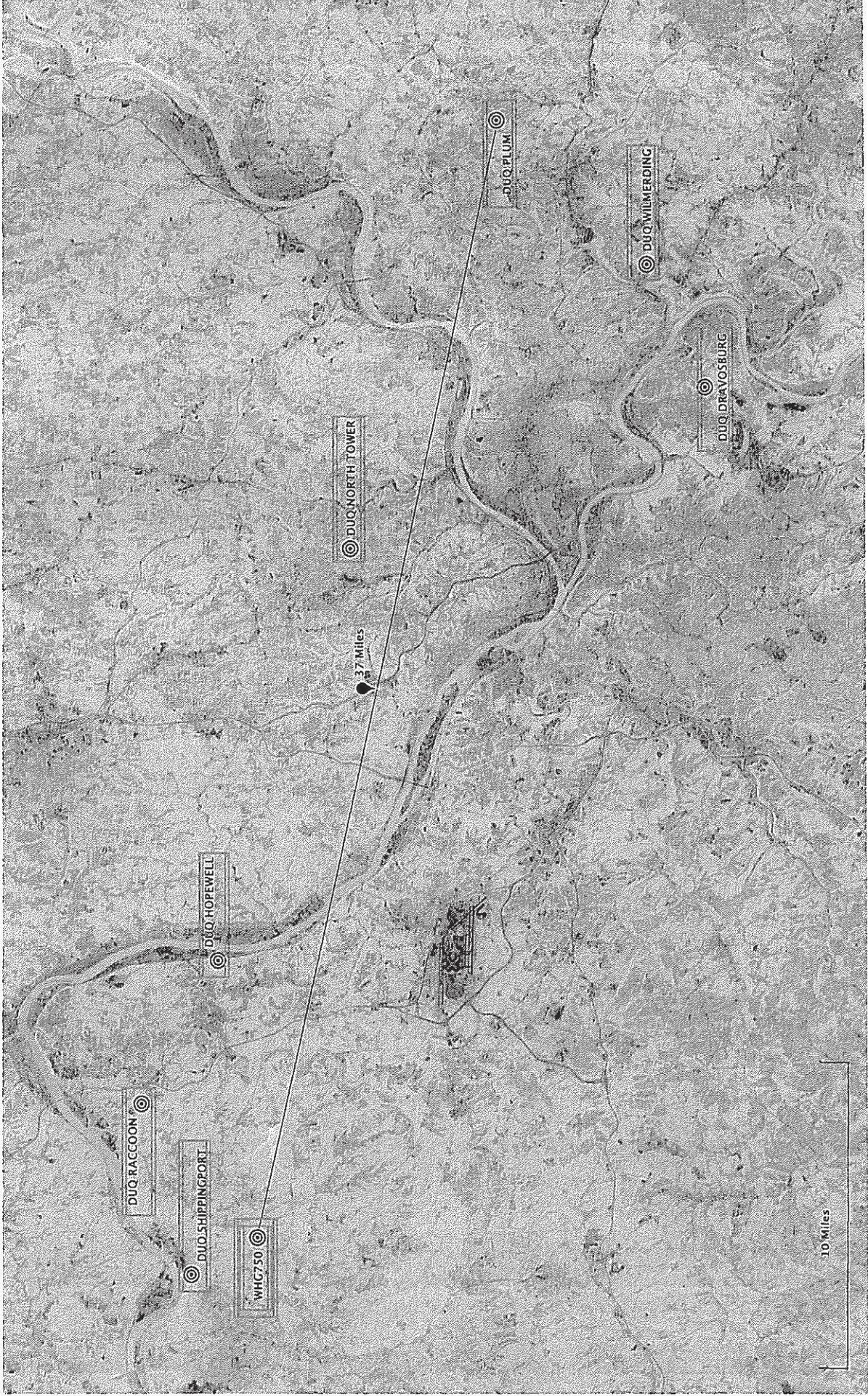
James A. Stenger
Chadbourne & Parke, LLP
1200 New Hampshire Avenue, NW
Washington, DC 20036
(202) 974-5682

September 15, 2014

MAPS OF THE 16 STATIONS

FCC proceeding 11-71, issue (g)

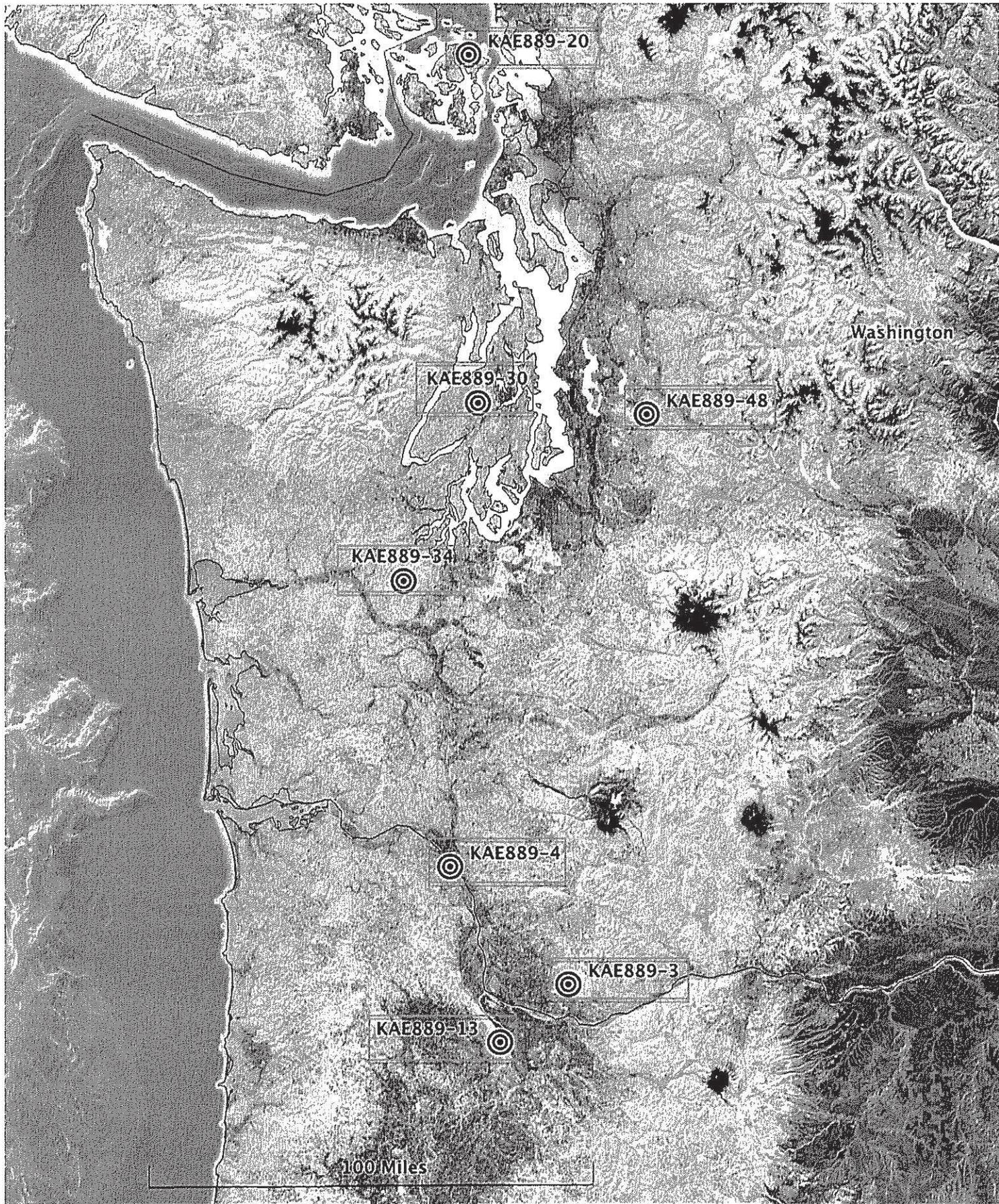
The following, using station coordinates data directly from Maritime's licenses records in the FCC ULS system, depicts the 16 Stations and related matters.



WHG750 – see double lines. 1 alleged station, among the 16 Stations.



WRV374 – 8 alleged stations, among the 16 Stations.



KAE889 - 7 alleged stations, among the 16 Stations.

DIRECT TESTIMONY OF PETER HARMER

Direct Testimony of**PETER STUART RICHARD HARMER**

I, Peter Stuart Richard Harmer, hereby state my direct testimony as follows:

1. I give this direct testimony in the case of In re MARITIME COMMUNICATIONS/LAND MOBILE, LLC, EB Docket No. 11-71. I give this testimony in the hearing on Issue (g), whether Maritime Communications/Land Mobile, LLC (Maritime) constructed and operated 16 radio stations. I understand that I will be called to testify and will be subject to cross-examination on the matters set forth herein.

Relevance of My Testimony

2. I have no personal knowledge as to whether Maritime constructed and operated these stations. I do have personal knowledge as to the credibility of Maritime, its principals and related parties. I also have personal knowledge as to the willingness of Maritime and its principals and related parties to engage in abuse of legal process.

3. I have waited for years for the opportunity to have my "day in court" in front of an Administrative Law Judge of the Federal Communications Commission ("FCC"). I have a right to be heard and my testimony should be considered by the Presiding Judge with regard to the credibility of the testimony that the Presiding Judge will hear from Maritime, its principals and related parties.

My Resume

4. Attached hereto as **Exhibit 1** is a copy of my Resume. Without repeating everything in my Resume, I would like to direct the attention of the Presiding Judge to the following. I graduated from Choate School in Wallingford, Connecticut in 1960. I graduated from Vanderbilt University in 1964.

5. In 1972, I was appointed to the Regional Export Expansion Council by U.S. Secretary of Commerce, Peter Peterson. In 1978, I was appointed to the District Export Expansion Council by U.S. Secretary of Commerce, Juanita Krebs. In 1979, I was appointed by Governor Lamar Alexander to head the International Division of the Tennessee Department of Economic and Community Development. In 1981, I was re-appointed to the District Export Expansion Council by U.S. Secretary of Commerce, Malcolm Baldrige.

6. In 1981-1985, at the Tennessee Valley Authority ("TVA"), Knoxville, Tennessee, I served as the first international marketing representative of the largest Federally-owned multi-resource utility in the U.S. under a personal services contract.

7. My employment history includes work for Third National Bank in Nashville, Tennessee; Pan East International, N.V., Paris, France; United American Bank, Knoxville, Tennessee; Vereins-und Westbank AG, Hamburg, Germany; and Lloyd's of London, London, England.


PETER HARMER

EVH DT00083

Donald DePriest v. Peter S. Harmer

8. In late 2000, I invested \$100,000.00 (at \$12.85/share) in MCT Corp., a company run by Donald DePriest in which he served as Chairman and in which he owned over 1 million shares. MCT Corp., a mobile telecommunications company, operated in former Soviet Bloc countries. Despite numerous assurances by Mr. DePriest that MCT Corp. was doing well and would be sold within two years at a price that would have resulted in a gain of approximately four times the amount of my investment. The company was not sold as envisioned by Mr. DePriest.

9. In 2002, as a result of mounting personal financial pressures I was forced to sell my MCT Corp. investment. Mr. DePriest negotiated the sale of my stock in two separate transactions with some of his business associates in Columbus, MS for the same price as my initial purchase price in 2000, despite the existence of a written "Put Agreement" whereby Mr. DePriest committed to an annual return of 10% and promised to make regular reports of the ongoing financial results of the company.

10. In July, 2007, MCT Corp. was eventually sold to TeliaSonera, Sweden for \$300 million at approximately \$19.00/share which should have yielded roughly \$19 million to Mr. DePriest.

11. In September, 2007, Donald DePriest in conjunction with his Nashville business associate and stockbroker, Robert Sullins, asked me to assist in the negotiation of the sale of a bearer bond issued by the Banco Central de Venezuela in the amount of \$25 million.

12. After inquiries with a leading U.S. authority of Venezuelan financial matters in Washington, DC, I was told that the Venezuelan bearer bond was a counterfeit instrument and valueless.

13. Following my failed investment experience with Mr. DePriest and the appearance of numerous falsehoods by Mr. DePriest, I began my own research into the background of Donald DePriest. Mr. DePriest had been nominated by President Bush in 2005 to the Board of Directors of the Tennessee Valley Authority and was then serving on the Ethics and Finance Committee of the TVA.

14. In February, 2009, I forwarded the information that I had personally obtained from various sources concerning Mr. DePriest to the Knoxville News Sentinel (KNS). The information contained reports of unpaid Federal taxes, unpaid loans and breached contracts amounting to several million dollars. The information was published on April 12, 2009 in the KNS. Mr. DePriest resigned from the Board of TVA retroactively on April 10, 2009 after learning of the forthcoming article.

15. Subsequent to the appearance of the KNS article I was contacted by several people concerning their respective experiences with D. DePriest.

16. I became aware of a company, Maritime Communications/Land Mobile, LLC, ("MC/LM") formed by Sandra DePriest, the wife of Donald DePriest, that had participated in Auction #61 at the Federal Communications Commission involving the auction of spectrum in August, 2005.


PETER S. HARMER

EVH DT00084

17. Once again, after research into the activities of MC/LM it appeared that several inconsistencies and "economies of truth" existed in the business practices of MC/LM involving Donald DePriest and his dealings with the FCC.

18. In May, 2010, I shared information that I had accumulated about Mr. DePriest with another participant in FCC Auction #61 concerning Mr. DePriest's attempt to negotiate the counterfeit Venezuelan bearer bond. This information was forwarded to the FCC by the recipient of the information and included in filings with the FCC concerning the activities of MC/LM.

19. In filings with the FCC, Mr. DePriest denied the entire transaction and related an entirely different version of the matter. I filed a statement with the FCC refuting Mr. DePriest's account of the event.

20. On June 16, 2010, in a effort to intimidate me I received three identical letters by Fax, Email and Federal Express from Wilbur Colon, an attorney representing Donald DePriest, demanding that I "cease and desist" from any attempts to interfere with the business reputation of his client, Donald DePriest, and that I retract statements that I made to KNS, any courts of law, and all other organizations and individuals. I was told that failure to comply with Colom's request would result in "legal proceedings." I did not reply to the letter.

21. On July 16, 2010, in an effort to stop me from providing information to the FCC, Donald DePriest sued me for \$40 million. I acted as *Defendant Pro Se* in the case for more than two years. The case against me was stayed by Order of the Court of June 15, 2011, a copy of which I attach hereto as **Exhibit 2**.

22. The late U.S. District Court Judge W. Allen Pepper, Jr. noted in his decision to stay the case that DePriest filed suit against me a short time after the FCC Wireless Telecommunications Bureau referred this matter to the FCC Enforcement Bureau and, "an even *shorter* time after the Enforcement Bureau sent a Letter of Inquiry to Maritime on February 26, 2010." Exh. 2 at page 5 (emphasis in original). The Court further stated that, "the court cannot help but notice that [filing the suit] coincides with the investigation conducted by the FCC's Enforcement Bureau." Exh. 2 at page 5.

23. Subsequently, I moved to lift the stay and when I did so DePriest offered to dismiss his complaint against me if I agreed to keep quiet about him. I refused and he dismissed his case anyway although he did so without prejudice, thereby preserving his right to sue me again within one year.

Peter S. Harmer and Christine C. Harmer v. Wilbur O. Colom and the Colom Law Firm LLC

24. On April 1, 2013, I and my wife sued Wilbur O. Colom and the Colom Law Firm for abuse of process and fraud by duress, among other grounds, in U.S. District Court in Nashville, Tennessee. A copy of my complaint is attached hereto as **Exhibit 3** ("the Complaint"). The "Colom Client" that I refer to in that lawsuit is Donald DePriest.


PETER HARMER

EVH DT00085

25. As referenced in para. 46 of the Complaint, I furnished information to Telesaurus Holdings, one of the SkyTel companies, on May 12, 2010, regarding the FCC investigation of Maritime. The information relates to efforts by Donald DePriest to redeem a counterfeit bearer bond while Mr. DePriest was a TVA Board Member and serving on the TVA Board Audit and Ethics Committee.

The DePriests Provided Intentionally False Information To The FCC About Leading Separate Economic Lives

26. I am well aware that one of the issues investigated by the FCC Enforcement Bureau is the claim of MC/LM to be a small business based on the further claim that Sandra DePriest is the owner and that she and Donald DePriest lead separate economic lives. To the best of my knowledge and belief, the claim that Sandra and Donald DePriest lead separate economic lives is intentionally false. Sandra and Donald DePriest work together as an integrated unit.

27. Donald DePriest has engaged in multiple business dealings on behalf of MC/LM. Donald DePriest has admitted in at least one proceeding that he files as an authorized representative of MC/LM and on joint federal income tax returns with Sandra DePriest. Additionally, a review of the business files of the Secretary of State of the State of Mississippi reveals numerous companies jointly owned by Donald and Sandra DePriest.

The DePriests Misrepresented To The FCC About Choctaw Being Innocent Creditors

28. MC/LM filed a Chapter 11 Bankruptcy petition in August, 2011 and invoked the "Second Thursday" doctrine ostensibly to protect "innocent creditors" and to achieve the assignment of the licenses to the longtime business associates of Mr. DePriest.

29. I am well aware that MC/LM and the DePriests are seeking to use the FCC's *Second Thursday* doctrine to avoid the FCC Enforcement Bureau action against MC/LM and the DePriests and to transfer FCC licenses to Choctaw based on a claim that Choctaw is comprised of "innocent creditors" of MC/LM.

30. To the best of my knowledge and following extensive research on my part, the claim that members of Choctaw are innocent creditors of MLM is false. In addition to Donald and Sandra DePriest, the Choctaw principals are long time, close business associates of the DePriests. They are more accurately described as "cronies" of the DePriests.

31. A review of the list of creditors of MC/LM reveals numerous greedy investors seeking, in many instances, a return of 25% on their loans not equity investments. Both long time business associates of Mr. DePriest who are also current principals in Choctaw have invested millions of dollars in MC/LM and are not "innocent creditors" by any definition.


PETER HARMER
EVH DT00086

32. Sandra DePriest's alleged role as sole owner and president of MC/LM permit the ringfencing of MC/LM's assets while preventing the enforcement of more than \$25 million in unsatisfied judgments, guarantees and loans of her husband, Donald DePriest.

33. MC/LM was organized for the purpose of providing financial succor to two individuals, Donald and Sandra DePriest, who were and are financially insolvent to the tune of millions of dollars. Mr. DePriest's mounting debt as a result of Mr. DePriest personally guaranteeing loans to his wife's alleged company, MC/LM, with the expectation of the success of MC/LM which, in turn, makes it imperative that the FCC approve the transfer of the licenses to their longtime associates, Choctaw.

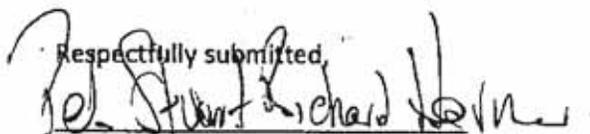
Lack of Trustworthiness In Business Dealings

34. Donald DePriest has engaged in business dealings with me and others that show his consistent lack of trustworthiness, credibility and character. He has been sued by both government entities and private parties for failing to honor contracts, failing repay millions of dollars of loans and making false statements. Sandra DePriest has been an integral part of the business dealings of Donald DePriest, as I have stated above.

35. The Presiding Judge in this case cannot rely upon the testimony of Sandra or Donald DePriest as trustworthy or credible. "*Falsus in uno, Falsus in omnibus*"

I declare under penalty of perjury under the Laws of the United States that the forgoing statements are true to the best of my knowledge, information and belief.

Respectfully submitted,



Peter Stuart Richard Harmer

Dated:

September 18, 2014



PETER HARMER
EVH DT00087

PETER STUART RICHARD HARMER

P.O. Box 159341
Nashville, Tennessee 37215
Telephone: (615) 962 2145
E-mail: psrharmer@aol.com

PROFESSIONAL EXPERIENCE

- Federal Emergency Management Agency, Washington, DC** June, 2011 -
Reservist – Disaster Survivor Assistance
- Consultant** January, 1988 – present
- Assist non-competitive ventures on marketing opportunities in international markets including:
- gBk Consultants Limited, London, England**
Founding member of cross-jurisdictional company engaged in promoting exports, trade and investment with European Union and Near East companies.
- GMT, London, England**
Founding member of company to provide national photo ID card system in the UK that had multimodal capability employing finger printing, facial mapping and iris scanning with secure wireless information transmission technology.
- Corporate Realty Advisors, Inc., Nashville**
Director of Marketing and founding member of company that developed computer software to monitor and analyze real estate holdings of multi-location businesses.
- Lloyd's of London, London, England** January, 1987 – December, 1998
Underwriting Member (Name)
- Vereins-und Westbank AG, Hamburg, Germany** June, 1986 – September, 1987
Vice President – Marketing. Assisted in the opening of the Atlanta office and introduced the largest regional bank in Northern Germany with assets in excess of \$9 Billion to the Southeastern US wholesale corporate market promoting exports.
- Consultant** May, 1980 – September, 1985
- Tennessee Valley Authority, Knoxville, Tennessee**
Served as the first international marketing representative of the largest Federally-owned multi-resource utility in the Nation under a personal services contract. Developed the Agency's first international marketing program. Promoted foreign reverse investment in the 7 state Tennessee River Valley region (1981-1985).
- United American Bank, Knoxville, Tennessee**
Developed business relationships between members of various National pavilions and exhibitors and the Bank during the 1981 Knoxville World's Fair (1981-1982).
- Pan East International N.V., Paris, France**
Served as international financial trade consultant with former Vice President of the United States in New York and Paris with company engaged in supplying military uniforms to Saudi Arabia under government contract.
Negotiated letter of credit facilities with major international banks in New York and Paris; handled purchase and sale of foreign exchange; negotiated terms of payment with suppliers in Far East, Europe and the United States (1980-1981).

- State of Tennessee, Nashville, Tennessee** November, 1979 – April, 1980
Director of International Marketing. Appointed by Governor Lamar Alexander to head the International Division of the Tennessee Department of Economic and Community Development. Developed a program for attracting foreign capital investment for the State.
- Third National Bank in Nashville, Nashville, Tennessee** June, 1964 – October, 1979
Vice President - Organized Bank's international department and offshore branch in the Cayman Islands. Supervised direct foreign loans; managed Euro-currency deposits; traveled extensively to Canada, Central and South America, Europe and the Middle and Far East to supervise corporate and correspondent bank relationships.

PROFESSIONAL ACTIVITIES

- July, 2014 – Federal Law Enforcement Training Center, Disaster Survivor Assistance, Charleston, South Carolina
- September, 2011 - Emergency Management Institute, National Emergency Training Center, Emmitsburg, MD
- December, 1988 – Participated in the sponsorship and organization of the **Sixth Annual Report of the Secretaries of State of the United States** in Nashville that included Dean Rusk (1961- 1969), William Rogers (1969 – 1973), Henry Kissinger (1973 – 1977), Cyrus Vance (1977-1980), and Edmund Muskie (1980) conducted by the **Southern Center for International Studies**, Atlanta, Georgia
- December, 1981 - Re-appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Malcolm Baldrige
- April, 1978 - Appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Juanita Kreps
- September, 1974 - Invited to participate in the **Foreign Study Seminar** sponsored by the American Bankers Association in London, England; Munich, Germany; and Vienna, Austria
- June, 1974 - Selected to represent the United States at **The International Banking Summer School**, Helsinki, Finland
- July, 1973 - Attended **School for International Banking**, University of Colorado, Boulder, Colorado
- March, 1972 - Appointed to **Regional Export Expansion Council** by U.S. Secretary of Commerce, Peter Peterson
- 1970 to 1979 - Taught "**International Banking**" to members of the Nashville chapter of the American Institute of Banking

EDUCATION

Vanderbilt University Nashville, Tennessee - Bachelor of Arts	1960 – 1964
Choate School Wallingford, Connecticut	1957 - 1960
Le Rosey Rolle, Switzerland	1955 – 1957
Buckley School New, York, New York	1948 - 1955

PERSONAL

- Born in New York City, New York
- Maintain dual nationality in the United States and United Kingdom (European Union)
- Fluent in French.

Case 1:10-cv-00177-WAP-JAD Document 35 Filed 06/15/11 Page 1 of 7

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

DONALD DEPRIEST

PLAINTIFF

v.

No. 1:10CV177-P-D

PETER S. HARMER

DEFENDANT

**ORDER STAYING CASE UNTIL THE CONCLUSION OF
THE INVESTIGATION BY THE FEDERAL COMMUNICATIONS
COMMISSION OF MARITIME COMMUNICATIONS/LAND MOBILE, LLC
EB DOCKET NO. 11-71; FCC 11-64**

This matter comes before the court on the complaint of plaintiff Donald DePriest against defendant Peter S. Harmer for defamation, tortious interference with business relations, and intentional infliction of emotional distress. Mr. Harmer seeks dismissal of the instant complaint on several grounds: violation of the discharge order entered at the conclusion of Mr. Harmer's Chapter 7 bankruptcy proceeding; improper venue; and, as set forth in Exhibit B to his motion to dismiss, the merits of the issues in this case.¹ For the reasons set forth below, the court will, *sua sponte*, stay the proceedings until the conclusion of an investigation the Federal Communications Commission ("FCC") is currently conducting regarding, among other things, the role that plaintiff Donald DePriest played in the ownership, control, and management of Maritime Communications/Land Mobile, LLC ("Maritime") and MCT Corp. ("MCT"), the value of MCT Corp. as an asset, the candor with which Maritime – and its principals – approached the FCC regarding licensing and receipt of bidding credits, and other issues.

¹Under the holding of *Haines v. Kerner*, 404 U.S. 519 (1972) (requiring liberal interpretation of a *pro se* litigant's filings), the court has construed the *pro se* defendant's Exhibit B broadly – and considers the exhibit as part of the merits of the defendant's motion to dismiss.

Case 1:10-cv-00177-WAP-JAD Document 35 Filed 06/15/11 Page 2 of 7

Mr. DePriest's role within MCT Corp. – as well as the business plan, business decisions, and transactions of MCT Corp. and its principals – play a large role in the resolution of the issues in the present case – including whether MCT Corp. operated as a Ponzi scheme, and whether Mr. DePriest has committed fraud related to these and other matters.² These issues arise from both the claims in Mr. DePriest's complaint and claims and defenses in Mr. Harmer's pending motion to dismiss.³

Judicial Notice

Under FED. R. EV. 201, the court will take judicial notice that the FCC has initiated an investigation regarding, *inter alia*, DePriest's role within MCT Corp., the value of MCT Corp., as well as his candor with the FCC tribunal.⁴ The rule reads, in relevant part:

- (a) **Scope of Rule.** This rule governs only judicial notice of adjudicative facts.
- (b) **Kinds of Facts.** *A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.*
...
- (e) **Opportunity to be heard.** *A party is entitled upon timely request to an opportunity to be heard as to the propriety of taking judicial notice and the tenor of the matter noticed. In the absence of prior notification, the request may be made after judicial notice has been taken.*
- (f) **Time of taking notice.** Judicial notice may be taken at any stage of the

²Mr. DePriest claims that Mr. Harmer told a third party that DePriest was "a fraud" and operated MCT Corp. as a Ponzi scheme. Mr. Harmer has sought to show in his motion to dismiss that these characterizations are truthful – a defense to various claims in the complaint.

³Mr. Harmer has referred to the FCC investigation in his pleadings and motions – and has requested a stay in the proceedings pending more complete and straightforward discovery responses from Mr. DePriest.

⁴The Show Cause Order issued by the FCC is attached to this order as an exhibit.

Case 1:10-cv-00177-WAP-JAD Document 35 Filed 06/15/11 Page 3 of 7

proceeding.

FED. R. EV. 201 (emphasis added).

The court may not, as yet, take judicial notice of the *findings* of the FCC regarding these issues⁵; the court *may*, however, take judicial notice (1) that such proceedings are underway, and (2) the issues the tribunal wishes to resolve. See *United States v. Jones*, 29 F.3d 1549, 1553 (11th Cir.1994) (a court “may take notice of another court’s order only for the limited purpose of recognizing the ‘judicial act’ that the order represents or the subject matter of the litigation”). If either party wishes to be heard regarding the propriety of judicial notice of these facts, he may request briefing on that issue. FED. R. EV. 12(e). On the other hand, “[Although] courts generally cannot take notice of findings of fact from other proceedings for the truth asserted therein[,] . . . it is conceivable that a finding of fact may satisfy the indisputability requirement of FED. R. EV. 201(b).” *General Elec. Capital Corp. v. Lease Resolution Corp.*, 128 F.3d 1074 (7th Cir. 1997). If any of the factual findings of the FCC prove to be both relevant to this case and beyond legitimate dispute under Rule 201(b)(2), then the court may take judicial notice of those facts.

Stay of Judicial Proceedings

Trial courts have broad discretion in deciding whether to stay a proceeding. *Wedgeworth v. Fibreboard Corp.*, 706 F.2d 541, 545 (5th Cir.1983). Part of a district court’s inherent power “to control the disposition of the causes on its docket with economy of time and effort for itself, for counsel, and for litigants” is “the power to stay proceedings.” *Landis v. North American Co.*, 299 U.S. 248, 254 (1936). An order staying a proceeding generally does not constitute a final decision from which a litigant may appeal unless it puts the plaintiff “effectively out of court.”

⁵For one thing, the FCC has made no factual determinations at this juncture.

Case 1:10-cv-00177-WAP-JAD Document 35 Filed 06/15/11 Page 4 of 7

See Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp., 460 U.S. 1, 10 & n. 11, 103 S.Ct. 927, 74 L.Ed.2d 765 (1983). That is simply not the case in the present proceeding. The existence of the FCC investigation centering on Donald DePriest's involvement with MCT Corp. and other businesses is well-documented. *See Attached Exhibit*. The court readily found the document at the following official government web address: www.gpo.gov/fdsys/pkg/FR-2011-05-24/pdf/2011-12792.pdf. As such, the existence of the FCC investigation is not in legitimate dispute, and it is "capable of accurate and ready determination by resort to" the official website of the Government Printing Office of the United States. FED. R. EV. 201(b)(2). Likewise, the issues the FCC wishes to resolve through the investigation are set forth in detail in the Notice and Show Cause order from pages 30161 through 30166.

However, "before granting a stay pending resolution of another case, the court must carefully consider the time reasonably expected for resolution of the 'other case,' in light of the principle that 'stay orders will be reversed when they are found to be immoderate or of an indefinite duration.'" *Wedgeworth v. Fibreboard Corp.*, 706 F.2d 541, 545 (5th Cir.1983) (citing *McKnight v. Blanchard*, 667 F.2d 477, 479 (5th Cir.1982)). The FCC set a deadline of June 13, 2011 (May 24, 2011 + 20 days), for Maritime to file an appearance to present evidence at a hearing of the matters under investigation. Exhibit A, p. 30167. The time and place of the FCC hearing have not yet been determined, but will be set by separate order. Exhibit A, p. 30166. The terse tone and timbre of the FCC show cause order, however, give the court confidence that the FCC hearing will be held in a timely fashion.

Nonetheless, to ensure that the present case does not languish should the FCC proceeding draw out interminably, the court directs Mr. Depriest and Mr. Harmer to present written reports to the court every ninety days regarding the progress of the FCC investigation. In that way, the

Case 1:10-cv-00177-WAP-JAD Document 35 Filed 06/15/11 Page 5 of 7

court can periodically reconsider the propriety of the stay in light of events as they unfold.

Reasons for Staying the Proceedings

The court will stay this case for several reasons. First, the issues in the FCC investigation overlap significantly with those in the present case, and, given the resources at the FCC's disposal, a great deal of documentary evidence regarding those issues will likely come to light and, should such evidence be found admissible, be available to assist the trier of fact in this case. Second, several aspects of the present litigation trouble the court. It appears that, although the initial statements giving rise to the instant litigation "go[] back as far as 2005," Mr. DePriest chose not to file suit against Mr. Harmer until July 16, 2010 – a short time *after* the FCC's Wireless Telecommunications Bureau referred the Maritime case to the Enforcement Bureau for investigation in late 2009 – and an even *shorter* time after the Enforcement Bureau sent a Letter of Inquiry to Maritime on February 26, 2010. The court has no knowledge regarding whether Mr. Harmer was or is giving information or sworn testimony to the FCC regarding Mr. DePriest, MCT Corp., or anything else, or when he might have done so. The reason for the delay of some five years in filing the suit is unclear, but the court cannot help but notice that it coincides with the investigation conducted by the FCC's Enforcement Bureau.

Another of the court's concerns is the nebulous nature of the allegations against Mr. Harmer regarding precisely to whom Mr. Harmer spoke, what he said, when he said it, how it damaged Mr. DePriest, and how Mr. DePriest determined the damage to be \$20 million. This ambiguity is puzzling because such information goes to the heart of Mr. DePriest's allegations against Mr. Harmer.

The court is also concerned about Mr. DePriest's obvious reluctance to provide this information in discovery. For example, when Mr. Harmer has sought more specific information

Case 1:10-cv-00177-WAP-JAD Document 35 Filed 06/15/11 Page 6 of 7

regarding these and other relevant issues in discovery, Mr. DePriest has objected – in the vaguest of terms – to revealing that information. Mr. Harmer’s discovery requests are not seeking every “jot and tittle” regarding the plaintiff’s claims; indeed, such information is crucial to the allegations in the complaint (defamation, tortious interference with business relations, and intentional infliction of emotional distress). In this case, Mr. DePriest has adopted a pattern of responding to Mr. Harmer’s discovery only after Harmer seeks relief from this court by way of motions to compel.⁶ Also, Mr. DePriest failed – even after repeated calls from court staff – to provide Mr. Harmer with copies of the plaintiff’s pleadings and motions filed in this court. As a *pro se* litigant, Mr. Harmer does not receive copies of other parties’ filings automatically through email; he must receive them through the United States Postal Service. Members of the court’s staff notified Mr. DePriest of this fact on multiple occasions, yet it took an order from this court directing Mr. DePriest to do what is already required under the rules to get him, finally, to serve Mr. Harmer with copies of the documents filed.⁷ Furthermore, Mr. DePriest is seeking \$20 million in damages from a person he knows is insolvent. The pendency of the present FCC investigation (involving a substantial number of issues relevant to the present case), Mr. DePriest’s seeming lack of desire to move forward with his case through expeditious and complete responses to discovery, his alleged pattern of obfuscation in the FCC proceeding, the apparent insolvency of the defendant (making recovery of even a fraction of the damages sought

⁶Only Mr. Harmer’s unfamiliarity with the Federal Rules of Civil Procedure (and the court’s local rules) has prevented the court, before now, from addressing the merits of Mr. Harmer’s several motions to compel discovery.

⁷One of the issues in the FCC’s Show Cause Order is “whether Maritime and its principals engaged in a pattern of deception and misinformation carefully designed to obtain and conceal an unfair economic advantage over competing auction bidders” The economic advantage mentioned is a bidding credit of \$2,737,000 – money Maritime, upon a showing that it is a very small business, would not have to pay in an FCC auction radio spectrum.

Case 1:10-cv-00177-WAP-JAD Document 35 Filed 06/15/11 Page 7 of 7

remote, at best) – and other matters – give rise to questions regarding Mr. DePriest’s motivations in filing the suit in the first place. A stay of the present case until after the conclusion of the FCC investigation may alleviate at least some of the court’s concerns regarding the filing and prosecution of the instant case.

For these reasons, the present case is **STAYED** pending the resolution of the investigation by the FCC into the relationship between Maritime, MCT Corp. and Donald DePriest, his candor in his interactions with the FCC, and other issues. In addition, both parties are **DIRECTED** to file a written report with this court every ninety days regarding the status of the FCC investigation, including (1) whether Mr. Harmer has been or will be a witness for the FCC; (2) the date and time of any hearings arising out of the FCC investigation; and (3) the resolution of the issues in any hearing involving these matters.

As a final matter, given Mr. Harmer’s presentation of voluminous documents outside the pleadings in his motion to dismiss, the court will treat the motion under FED. R. CIV. P. 12(b) as one seeking summary judgment under FED. R. CIV. P. 56. *See* FED. R. CIV. P. 12(d). As a result, upon the lifting of the stay in this case, both parties will be given a chance to seek additional discovery in this case – and “to present all the material that is pertinent to the motion.” *Id.*

SO ORDERED, this the 15th day of June, 2011.

/s/ W. Allen Pepper, Jr.
W. ALLEN PEPPER, JR.
UNITED STATES DISTRICT JUDGE

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Tennessee

Peter S. Harmer, et ux Christine C. Harmer

Plaintiff

v.

Wilbur O. Colom and The Colom Law Firm, LLC

Defendant

Civil Action No.

3:13cv0286

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) The Colom Law Firm, LLC
200 6th Street North
Columbus, MS 39701

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Larry E. Parrish
Larry E. Parrish, P.C.
775 Ridge Lake Blvd.
Suite 145
Memphis, TN 38120

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT KEITH THROCKMORTON

Date:

4-1-13

[Signature]
Signature of Clerk or Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

PETER S. HARMER, et ux
CHRISTINE C. HARMER,
Plaintiffs

v.

WILBUR O. COLOM and
THE COLOM LAW FIRM, LLC,
a Mississippi limited liability company
Defendants.

No. _____
Jury Demanded

COMPLAINT FOR COMPENSATORY AND PUNITIVE DAMAGES FOR ABUSE OF
PROCESS, FRAUD BY DURESS, INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS, LOSS OF SPOUSAL CONSORTIUM AND PUNITIVE DAMAGES

COME NOW plaintiffs, Peter S. Harmer, (hereinafter "Mr. Harmer") et ux Christine C. Harmer (hereinafter "Mrs. Harmer") and file this civil action stating claims for relief against defendants, Wilbur O. Colom (hereinafter "Mr. Colom") and The Colom Law Firm, LLC (hereinafter "Colom Firm") as follows:

Jurisdiction/Venue

1. Mr. Harmer is a *sui juris* resident citizen of Franklin, Williamson County, Tennessee.
2. Mrs. Harmer is a *sui juris* resident citizen of Franklin, Williamson County, Tennessee.
3. Mr. Colom is a *sui juris* resident citizen of Columbus, Lowndes County, Mississippi.
4. Colom Firm is an entity-person, authorized to do business in Mississippi, with its principal place of business in Columbus, Lowndes County, Mississippi.
5. There are no other parties.

6. By virtue of Title 28, *United States Code* § 1332(a)(2), there is complete diversity of citizenship between all plaintiffs and all defendants.
7. The amount in controversy between Mr. Harmer/Mrs. Harmer, as plaintiffs, and Mr. Colom/Colom Firm, as defendants, exceeds the sum or value of seventy-five thousand dollars (\$75,000.00), exclusive of interest and costs, as required by Title 28, *United States Code* § 332(a).
8. A substantial number of the acts and omissions of Mr. Colom and Colom Firm constituting the cause for the claims for relief stated in the instant civil action occurred in the Middle District of Tennessee.
9. Pursuant to Title 28, *United States Code* § 1391(a), the situs of the Court is a proper venue for the instant civil action to be prosecuted.

Parties

10. Mr. Harmer is an adult male who makes the claims for relief stated herein as an individual and not in any capacity for, on behalf of or representative of any other human persons or entity-persons.
11. Mrs. Harmer is an adult female who makes the claims for relief stated herein as an individual and not in any capacity for, on behalf of or representative of any other human persons or entity-persons.
12. Mr. Colom is an adult male who is sued as an individual.
13. Mr. Colom is also sued in his capacity as the authorized agent for the Colom Firm for and on behalf of which Mr. Colom acted or omitted to act, which acts or omissions constitute the basis for the claims hereinafter stated against Colom Firm.

14. Mr. Colom is also sued in his capacity as the authorized agent for Donald DePriest (hereinafter "Colom Client") for and on behalf of whom Mr. Colom acted or omitted to act, which acts or omissions constituted the basis for the claims hereinafter stated.
15. Colom Firm is also sued in his capacity as the authorized agent for Colom Client for and on behalf of whom Colom Firm acted or omitted act, which acts or omissions constituted the basis for the claims hereinafter stated.
16. Colom Firm is directly liable to Mr. Harmer and to Mrs. Harmer apart from and irrespective of the direct liability of Mr. Colom to Mr. Harmer and to Mrs. Harmer.
17. Colom Firm is the employer of Mr. Colom and, as such, is vicariously liable for the acts and/or omissions complained of herein.

Predicate And Actionable Facts

18. On December 21, 2005, Colom Client was publicly nominated, by the President of the United States, to serve as a member on the Board of the Tennessee Valley Authority (hereinafter "TVA").
19. On February 8, 2006, the United States Senate conducted a public hearing on the nomination of Colom Client to become a member of the TVA Board.
20. On March 3, 2006, Colom Client was publicly confirmed by the United States Senate to serve on the TVA Board.
21. In March 2006, shortly after Colom Client was publicly confirmed by the United States Senate, Colom Client was publicly sworn in by administration of Colom Client's oath of office.
22. While on the TVA Board, from March 3, 2006 through April 10, 2009, Colom Client served on the TVA Board Audit & Ethics Committee.

23. While on the TVA Board, from March 3, 2006 through April 10, 2009, Colom Client served on the TVA Board Community Relations Committee.
24. While on the TVA Board, from March 3, 2006 through April 10, 2009, Colom Client served on the TVA Board as Chairman of the Corporate Governance Committee.
25. On January 4, 2006, 14 days after publicly nominated by the President of the United States to serve on the TVA Board and 2 months before publicly confirmed by the United States Senate, the Alabama Department of Economic and Community Affairs publicly sued American Nonwovens Corporation (100% owned by Colom Client) and Colom Client, as guarantor, in the Circuit Court of Montgomery County, Alabama, in a case bearing Docket No. CV-2006-24 (hereinafter "**Alabama Lawsuit**").
26. The Alabama Lawsuit alleged breach of contract for failure to pay \$2,588,625.83 under the terms of the contract (including three bad checks delivered by American Nonwovens Corporation to pay indebtedness).
27. On June 15, 2007, the court, in the Alabama Lawsuit, entered on the public record a \$2,219,007.95 summary judgment in favor of Alabama Department of Economic and Community Affairs and against Colom Client and American Nonwovens Corporation.
28. On April 27, 2007, slightly over 1 year after Colom Client was sworn in as a TVA Board member, and while serving on the TVA Board Audit and Ethics Committee, Bombardier Capital, Inc. publicly filed suit in the United States District Court for the Northern District of Mississippi (Docket No. 1:05 CV-00173-WAP-SAD) (hereinafter "**Bombardier Lawsuit**") obtaining a publicly-entered writ of garnishment against Colom Client for failure to pay a note that was due on June 28, 2005.

29. The Bombardier Lawsuit resulted in a publicly-entered judgment against Colom Client in the amount of \$176,917.54 on December 14, 2007.
30. On September 25, 2007, slightly over 1 year and 7 months after Colom Client was sworn in as a TVA Board member, and while serving on the TVA Board Audit and Ethics Committee, E.I. DuPont de Nemours & Company publicly filed suit against American Nonwovens Corporation, in the United States District Court for the Middle District of Tennessee (Docket No. 3:2007 CV 00949) (hereinafter "**DuPont Lawsuit**") for \$577,032.52 for breach of contract.
31. On June 26, 2008, slightly over 2 years and 4 months after Colom Client was sworn in as a TVA Board member and while serving on the TVA Board Audit and Ethics Committee Fifth Third Bank, N.A. publicly sued Colom Client in the United States District Court for the Middle District of Tennessee (Docket No. 3:2008 CV 00642) (hereinafter "**Fifth Third Lawsuit**") for the nonpayment of a note in the amount of \$300,000, which resulted in a publicly-entered judgment, on July 15, 2009, against Colom Client in the amount of \$298,472.45.
32. On December 23, 2008, slightly over 2 years and 8 months after Colom Client was sworn in as a TVA Board member, and while serving on the TVA Board Audit and Ethics Committee, Ruby Odom and James Odom publicly filed a lawsuit against Colom Client in The United States District Court for the Northern District of Mississippi (Docket No. 1:08 CV 299-A-D) (hereinafter "**Odom Lawsuit**") for \$168,000 alleging failure to pay medical bills covered under the self-funded Employee Group Welfare Benefit Plan of American Nonwovens Corporation.

33. Odom Lawsuit, which publicly stated a claim for breach of fiduciary duties, negligence and fraud under the Employment Retirement Income Security Act of 1974, resulted in a judgment publicly-entered against Colom Client on January 25, 2011, in the amount of \$84,209.
34. On February 11, 2009, almost 3 years after Colom Client was sworn in as a TVA Board member, and while serving on the TVA Board Audit and Ethics Committee, the Internal Revenue Service (hereinafter "IRS") publicly filed a lien against Colom Client in the amount of \$1,122,850.18 for non-payment of withholding taxes (hereinafter "**First IRS Lawsuit**").
35. On April 10, 2009, Colom Client resigned, mid-term, from the TVA Board.
36. Two days after Colom Client resigned from the TVA Board, on April 12, 2009, the Knoxville News Sentinel published an article concerning Colom Client's tax troubles and lawsuits
37. On May 4, 2009, Mr. Harmer, as part of the record in Mr. Harmer's Chapter 7 bankruptcy proceeding, publicly filed a letter.
38. Being a document filed as part of court proceedings, Mr. Colom knew or should have known that what was communicated by the letter, referred to in the immediately preceding enumerated paragraph, is a communication to which a judicial privilege attaches and for which Mr. Harmer is immune from suit.
39. On June 2, 2010, the IRS publicly filed a lien against Colom Client in the amount of \$32,911.33 for non-payment of withholding taxes (hereinafter "**Second IRS Lawsuit**").
40. On December 20, 2010, the IRS publicly filed a lien against Colom Client in the amount of \$26,559.62 for non-payment of withholding taxes (hereinafter "**Third IRS Lawsuit**").

41. On May 4, 2009, a lawsuit against Colom Client was publicly filed in the Chancery Court, Lowndes County, Mississippi (Docket No. 2007-0526) by a former partner of Colom Client, Oliver Philips (hereinafter "**Philips Lawsuit**").
42. The Philips Lawsuit, on June 30, 2009, resulted in a publicly adjudicated verdict against Colom Client in the amount of \$9,133,230.
43. On October 9, 2009, Colom Client, in the Philips Lawsuit, publicly filed Colom Client's affidavit claiming that Colom Client would suffer irreparable harm if required to pay the publicly-entered Philips judgment, and the Philips judgment would force Colom Client into bankruptcy.
44. On January 21, 2010, Capital Plus Partners, LLC publicly sued Wireless Properties of West Virginia, Inc., 100% owned by Colom Client, and Colom Client, as guarantor, in the Court of Common Pleas, Franklin County, Ohio (Docket No. 10 CVH 01 966), for breach of contract, for breach of guaranty, for non-payment of a note and seeking a judgment in the amount of \$1,250,000 (hereinafter "**Capital Plus Lawsuit**").
45. On October 10, 2010, in the Capital Plus Lawsuit, a default judgment was publicly-entered against Colom Client in the amount of \$1,150,000, plus interest at 1.5% per month from April 6, 2009.
46. On May 12, 2010, Mr. Harmer furnished to Jimmy Stobaugh, at Telesaurus Holdings, a competitor of Maritime Communications/Land Mobile, LLC (hereinafter "**Maritime**") (a Colom Client related company more particularly identified in paragraph 51 below), a number of publicly accessible records from the FCC's investigation of Maritime's participation in August 2005 FCC License's Auction.

47. The documents provided by Mr. Harmer to Jimmy Stobaugh evidence efforts by Colom Client in September 2007 to redeem a counterfeit bearer bond in the amount of \$25,000,000 purportedly issued by Banco Central de Venezuela.
48. The documents, more particularly referred to in the immediately preceding enumerated paragraph, evidence the attempt to redeem the counterfeit bearer bond 1 year and 6 months after Colom Client was sworn in as a TVA Board member and was serving on the TVA Board Audit and Ethics Committee.
49. On June 3, 2010, Colom Client delivered sworn answers to interrogatories propounded by plaintiff, Fred C. Goad, in a lawsuit publicly filed in the Circuit Court, Lowndes County, Mississippi (Docket No. C.A. 2008-0079-CV1) against Colom Client and Maritime (hereinafter "Goad Lawsuit").
50. On June 3, 2010, the sworn interrogatory answers delivered by Colom Client, in the Goad Lawsuit, claiming \$400,000 for default on a note, included Colom Client's oath that (1) Colom Client then owed more than \$28,000,000 in debt, including unsatisfied publicly-entered judgments, and (2) Colom Client was not employed, had minimal earnings and little income and did not receive a paycheck.
51. Maritime is a company ostensibly owned by Colom Client's wife but, in actuality, as well known to Mr. Colom and Colom Firm, is controlled by and exists for the benefit of Colom Client.
52. Federal Communications Commission (hereinafter "FCC") initiated a public investigation, by formal proceedings, against Maritime relating to false statements to the United States Government by Maritime in Maritime's acquisition of license at a 2005

auCTION by which the FCC granted certain licenses (hereinafter "**FCC Maritime Investigation**").

53. As part of the public record created by the FCC Maritime Investigation, Colom Client is revealed to have personally guaranteed a loan, in the amount of \$200,000, at a 25% annum interest rate, due and payable September 26, 2009 to Sextons, Inc.
54. On November 14, 2011, Sextons, Inc. publicly filed suit against Colom Client in the United States District Court for the Northern District of Mississippi (Docket No. 1:11-CV-238-AS) claiming breach of contract (hereinafter "**Sextons Lawsuit**").
55. The Sextons Lawsuit resulted in a publicly-entered judgment against Colom Client in the amount of \$445,771.21, on August 27, 2012.
56. As well known to Mr. Colom and Colom Firm, before July 16, 2010 up to and including the present, Colom Client's financial and fiscal fate has been hanging by the thread of an outcome in the FCC proceedings that is favorable to Maritime and, consequently, to Colom Client.
57. As well known to Mr. Colom and Colom Firm, the ulterior motivation causing Mr. Colom and Colom Firm to prepare and file Colom Client's Suit was to assist Colom Client in Colom Client's quest to silence Mr. Harmer in order to avoid Mr. Harmer participating in the public proceedings by FCC against Maritime.
58. On August 1, 2011, Maritime publicly filed, in the United States Bankruptcy Court for the Northern District of Mississippi, a petition for protection under the United States Bankruptcy Code, Chapter 11.

59. If not before then, at all times on and since December 21, 2005, for all purposes related in any way to slander or libel of Colom Client or defamation of Colom Client's character, Colom Client was a public figure.
60. For a time pre-dating December 21, 2005 up to and including the present, Mr. Colom and Colom Client were and remain personal friends and confidants.
61. For a time pre-dating December 21, 2005 up to and including the present, Mr. Colom and Colom Client had a continuing interpersonal business relationship, including, but not limited to, an attorney-client relationship.
62. For a time pre-dating December 21, 2005 up to and including the present, Colom Firm and Colom Client have had an attorney-client relationship.
63. For a time pre-dating December 21, 2005 up to and including the present, Mr. Colom knew that Colom Client was a public figure, as more particularly stated in paragraph 60 herein.
64. In June-July 2010, Mr. Colom had no reliable evidence nor any other reason to believe that there was probable cause that Mr. Harmer had ever published any fact, in any context, that misrepresented the truth about Colom Client.
65. In June-July 2010, Colom Firm had no reliable evidence nor any other reason to believe that there was probable cause that Mr. Harmer had ever published any fact, in any context, that misrepresented the truth about Colom Client.
66. In June-July 2010, Mr. Colom had no reliable evidence nor any other reason to believe that there was probable cause that Mr. Harmer had stated an opinion about Colom Client that had no basis in fact or otherwise was actionable.

67. In June-July 2010, Colom Firm had no reliable evidence nor any other reason to believe that there was probable cause that Mr. Harmer stated an opinion about Colom Client that had no basis in fact or otherwise was actionable.
68. Irrespective of whether Mr. Colom had probable cause to believe the facts placed by Mr. Colom in Colom Client's Suit, Mr. Colom had no basis on which to form a judgment that the facts placed by Mr. Colom in Colom Client's Suit constitute a cause recognized by the law to bring suit against Mr. Harmer.
69. Irrespective of whether Colom Law Firm had probable cause to believe the facts placed by Colom Law Firm in Colom Client's Suit, Colom Law Firm knew and reasonably foresaw that the consequence of Colom Client's Suit was not to create a legitimate opportunity legitimately to litigate a good faith legal dispute between Mr. Harmer and Colom's Client but, instead, to create an opportunity to pervert use of the District Court's procedures and power as a means to extort and defraud Mr. Harmer.
70. Irrespective of whether Mr. Colom had probable cause to believe the facts placed by Mr. Colom in Colom Client's Suit, Mr. Colom knew and reasonably foresaw that the consequence of Colom Client's Suit was not to create a legitimate opportunity legitimately to litigate a good faith legal dispute between Mr. Harmer and Colom's Client but, instead, to pervert use of the power of the United States District Court for the Northern District of Mississippi (hereinafter "MS District Court") as a means to extort and defraud Mr. Harmer.
71. At no time, did Mr. Harmer contact any third-parties with the intent of damaging Colom Client's business and reputation in Mississippi and throughout the United States.

72. At all times in June-July 2010 and years before June-July 2010, Mr. Colom knew to be true all of the facts stated in enumerated paragraphs 64, 65, 66 and 67.
73. Even if Mr. Harmer understood that upon contacting third-parties and conveying the truth to them, the truth might damage Colom Client's business and reputation, Mr. Colom knew, before filing Colom Client's Suit, that such third-party contacts would not give rise to the cause of action against Mr. Harmer, as alleged in Colom Client's Suit.
74. Even if Mr. Harmer understood that upon contacting third-parties and conveying to the them the truth, the truth might damage Colom Client's business and reputation, Colom Firm knew, before filing Colom Client's Suit, that such third-party contacts would not give rise to the cause of action against Mr. Harmer, as alleged in Colom Client's Suit.
75. As well known to Mr. Colom and Colom Firm, MCT Corp, in November 2000 and thereafter, until sold in 2007 to a Swedish buyer, for approximately \$300,000,000, was under the control and largely owned by Colom Client.
76. As well known to Mr. Colom and Colom Firm, in November 2000, Colom Client, through a broker and friend mutual to Mr. Harmer and Colom Client, sold to Mr. Harmer 7,700 shares (for \$100,000) of MCT Corp.
77. Mr. Colom knew or should have known before preparing and filing Colom Client's Suit, that, if Mr. Harmer sold the 7,700 shares of MCT Corp for \$100,000, this fact created no cause to sue Mr. Harmer.
78. Colom Firm knew, before preparing and filing Colom Client's Suit, that, if Mr. Harmer sold the 7,700 shares of MCT Corp for \$100,000, this fact created no cause to sue Mr. Harmer.

79. Mr. Colom, before preparing and filing Colom Client's Suit, knew that Mr. Harmer filed bankruptcy in April 2004 and that this fact created no cause for Colom Client to sue Mr. Harmer.
80. Colom Firm, before preparing and filing Colom Client's Suit, knew that Mr. Harmer filed bankruptcy in April 2004 and that this fact created no cause for Colom Client to sue Mr. Harmer.
81. At no time did Mr. Harmer request Colom Client to aid Mr. Harmer to defraud a court.
82. Mr. Colom, before preparing and filing Colom Client's Suit, knew that, even if Mr. Harmer requested Colom Client to aid Mr. Harmer in committing a fraud upon a court, this fact created no cause for Colom Client to sue Mr. Harmer.
83. Mr. Harmer never embarked upon a malicious campaign to interfere with Colom Client's business because Colom Client refused to participate with Mr. Harmer in what Mr. Colom recklessly alleged, in Colom Client's Suit, to be a fraud.
84. Before Mr. Colom prepared and filed Colom Client's Suit, Mr. Colom knew that there was no evidence that Mr. Harmer embarked upon a malicious campaign to interfere with Colom Client's business because Colom Client refused to participate with Mr. Harmer in what Mr. Colom recklessly alleged, in Colom Client's Suit, to be a fraud.
85. Before Mr. Colom prepared and filed Colom Client's Suit, Colom Firm knew that there was no evidence that Mr. Harmer embarked upon a malicious campaign to interfere with Colom Client's business because Colom Client refused to participate with Mr. Harmer in what Mr. Colom recklessly alleged, in Colom Client's Suit, to be a fraud.
86. Before Mr. Colom prepared and filed Colom Client's Suit, Mr. Colom knew that there was no probable cause to believe that Mr. Harmer embarked upon a malicious campaign

to interfere with Colom Client's business because Colom Client refused to participate with Mr. Harmer in a fraud.

87. Before Colom Firm prepared and filed Colom Client's Suit, Colom Firm knew that there was no probable cause to believe that Mr. Harmer embarked upon a malicious campaign to interfere with Colom Client's business because Colom Client refused to participate with Mr. Harmer in a fraud.
88. Because the harm, if any, to Colom Client's reputation and the interference with Colom Client's business was self-inflicted by Colom Client's own acts/omissions, more particularly stated in enumerated paragraphs 18-58 herein, before Mr. Colom prepared and filed Colom Client's Suit, Mr. Colom knew that Mr. Harmer was not subject to being sued by Colom Client for interference with Colom Client's business and for harming Colom Client's reputation
89. Because the harm, if any, to Colom Client's reputation and the interference with Colom Client's business was self-inflicted by Colom Client's own acts/omissions, more particularly stated in enumerated paragraphs 18-58 herein, before Mr. Colom prepared and filed Colom Client's Suit, Colom Firm knew that Mr. Harmer was not subject to being sued by Colom Client for interference with Colom Client's business and harming Colom Client's reputation
90. Even if Mr. Harmer, in 2009, stated to Robert Sullins (the mutual friend referenced in paragraph 76) and others that (1) Colom Client is a "fraud," (2) MCT, more particularly described in enumerated paragraphs 46, 49, 51, 52, 53, 56, 57, 58, 75, 76, 77, 78, 147 and 148 herein, had been twice closed for insufficient capital, (3) Colom Client had not paid federal withholding taxes, (4) MCT was only a Ponzi scheme and (5) Colom Client had

been marketing worthless Banco Central de Venezuela bonds, Mr. Colom, before preparing and filing Colom Client's Suit, knew that such statements were either truthful or were opinions reasonably deducible from truthful objective facts and, therefore, gave rise to no cause for Colom Client to sue Mr. Harmer.

91. Even if Mr. Harmer, in 2009, stated to Robert Sullins and others that (1) Colom Client is a "fraud," (2) MCT, more particularly described in enumerated paragraphs 46, 49, 51, 52, 53, 56, 57, 58, 75, 76, 77, 78, 147 and 148 herein, had been twice closed for insufficient capital, (3) Colom Client had not paid federal withholding taxes, (4) MCT was only a Ponzi scheme and (5) Colom Client had been marketing worthless Banco Central de Venezuela bonds, Colom Firm, before preparing and filing Colom Client's Suit, knew that such statements were either truthful or were opinions reasonably deducible from truthful objective facts and, therefore, gave rise to no cause for Colom Client to sue Mr. Harmer.
92. At no time did Mr. Harmer represent to Brett Sexton facts for the purpose of damaging Colom Client's business activities.
93. Before preparing and filing Colom Client's Suit, in July 2010, Mr. Colom knew that, if Mr. Harmer represented to Brett Sexton objective facts, understanding that the truth might damage Colom Client's business activities, created no cause for Colom Client to sue Mr. Harmer.
94. Before preparing and filing Colom Client's Suit, in July 2010, Colom Firm knew that, if Mr. Harmer's representation to Brett Sexton of objective facts, even if Mr. Harmer understood that the truth might damage Colom Client's business activities, created no cause for Colom Client to sue Mr. Harmer.

95. Before preparing and filing Colom Client's Suit, Mr. Colom knew that making true statements, intending to spread the truth about Colom Client, created no cause for Colom Client to sue Mr. Harmer.
96. Before preparing and filing Colom Client's Suit, Colom Firm knew that making true statements, intending to spread abroad the truth about Colom Client, created no cause to sue Mr. Harmer.
97. Before preparing and filing Colom Client's Suit, Mr. Colom knew that Mr. Harmer spreading abroad truth which was harmful to Colom Client's reputation and standing in the community was publishing a reputation created by Colom Client's own acts/omissions and, as such, provides no probable cause that Mr. Harmer tortiously defamed the reputation of Colom Client.
98. Before preparing and filing Colom Client's Suit, Colom Firm knew that for Mr. Harmer to spread abroad truth which was harmful to Colom Client's reputation and standing in the community was publishing a reputation created by Colom Client's own acts/omissions and, as such, provides no probable cause that Mr. Harmer tortiously defamed the reputation of Colom Client.
99. Before preparing and filing Colom Client's Suit, Mr. Colom knew that interfering with another person's business relationships by imparting truthful objective facts and opinions reasonably deducible from said facts is not a tortious interference with business relationships.
100. Before preparing and filing Colom Client's Suit, Colom Firm knew that interfering with another person's business relationships by imparting truthful objective facts and opinions

reasonably deducible from said facts is not a tortious interference with business relationships.

101. Before preparing and filing Colom Client's Suit, Mr. Colom knew spreading abroad truthful objective facts and opinions reasonably deducible from said facts, already published and generally available to the public-at-large, does not create probable cause for Colom Client to sue Mr. Harmer.
102. Before Mr. Colom prepared and filed Colom Client's Suit, Colom Firm knew spreading abroad truthful objective facts and opinions reasonably deducible from said facts, already published and generally available to the public-at-large, does not create probable cause to file suit for Colom Client against Mr. Harmer.
103. Before Colom Firm prepared and filed Colom Client's Suit, Mr. Colom knew that there was no probable cause to support any claim for relief stated in the complaint prepared and filed by Mr. Colom, by which Mr. Colom initiated Colom Client's Suit.
104. Before Colom Firm prepared and filed Colom Client's Suit, Colom Firm knew that there was no probable cause to support any claim for relief in the complaint drafted by Mr. Colom to file as Colom Client's Suit.
105. Before Mr. Colom prepared and filed Colom Client's Suit, Mr. Colom knew that to file a civil action making claims for relief for which there is no probable cause constitutes the tort of malicious prosecution.
106. Before Mr. Colom prepared and filed Colom Client's Suit, Colom Firm knew that to file a civil action making claims for relief for which there is no probable cause constitutes the tort of malicious prosecution.

107. Colom Client's Suit did not state a cause of action against Mr. Harmer, but, even if Colom Client's Suit had stated a cause of action, Mr. Colom had no probable cause to believe that Colom Client suffered compensable damages in the amount of \$20,000,000 by or because of any actionable or non-actionable acts/omissions of Mr. Harmer and no probable cause to believe that an additional \$20,000,000 would be awarded as punitive damages.
108. Colom Client's Suit did not state a cause of action against Mr. Harmer, but, even if Colom Client's Suit had stated a cause of action, Colom Firm had no probable cause to believe that Colom Client suffered compensable damages in the amount of \$20,000,000 by or because of any actionable or non-actionable acts/omissions of Mr. Harmer and no probable cause to believe that an additional \$20,000,000 would be awarded as punitive damages.
109. Before Mr. Colom prepared and filed Colom Client's Suit, Mr. Colom knew that Mr. Harmer was not an attorney or otherwise savvy concerning *ad damnum* claims in complaints that initiate lawsuits and expected Mr. Harmer to believe that Colom Client expected to obtain a judgment against Mr. Harmer in the amount of \$40,000,000.
110. Before Colom Firm prepared and filed Colom Client's Suit, Colom Firm knew that Mr. Harmer was not an attorney or otherwise savvy concerning *ad damnum* claims in complaints that initiate lawsuits and expected Mr. Harmer to believe that Colom Client expected to obtain a judgment against Mr. Harmer in the amount of \$40,000,000.
111. Mr. Colom, knowingly and deliberately, included a \$40,000,000 *ad damnum* claim in Colom Client's Suit for the perverse purpose of striking fear and trepidation in Mr. Harmer and, thereby, creating a more effective instrument by which to extort from Mr.

Harmer an enforceable promise to withhold and refrain from speaking the truth about Colom Client to public officials and/or other persons.

112. Colom Firm, knowingly and deliberately, included a \$40,000,000 *ad damnum* claim in Colom Client's Suit for the perverse purpose of striking fear and trepidation in Mr. Harmer and, thereby, creating a more effective instrument by which to extort from Mr. Harmer promise to withhold and refrain from speaking the truth about Colom Client to public officials and/or other persons.
113. Inclusion of the \$40,000,000 *ad damnum* claim in Colom Client's Suit, in truth and fact, did strike fear and trepidation in Mr. Harmer and Mrs. Harmer, as was the design, purpose and intent of Mr. Colom.
114. Inclusion of the \$40,000,000 *ad damnum* claim in Colom Client's Suit, in truth and fact, did strike fear and trepidation in Mr. Harmer and Mrs. Harmer, as was the design, purpose and intent of Colom Firm.
115. Before preparing and filing Colom Client's Suit, in July 2010, Mr. Colom knew that damages, if any, Colom Client theretofore suffered to Colom Client's business, reputation or character was self-inflicted by Colom Client's acts/omissions including, but not limited to, those more particularly stated in enumerated paragraphs 18-58 herein, and not by any tortious acts/omissions for which Mr. Harmer was accountable to Colom Client.
116. Before preparing and filing Colom Client's Suit, in July 2010, Colom Firm knew that any damages, if any, Colom Client theretofore suffered to Colom Client's business, reputation or character was self-inflicted by Colom Client's acts/omissions including, but not limited to, those more particularly stated in enumerated paragraphs 18-58 herein, and not by any tortious acts/omissions for which Mr. Harmer was accountable to Colom Client.

117. Mr. Colom, at no time before or after preparing and filing Colom Client's Suit, had any intention for or expectation that Colom Client's Suit was the means by which a genuine dispute between Mr. Harmer and Colom Client would be resolved.
118. Colom Firm, at no time before or after preparing and filing Colom Client's Suit, had any intention for or expectation that Colom Client's Suit was the means by which a genuine dispute between Mr. Harmer and Colom Client would be resolved.
119. As the means to terrorize Mr. Harmer and, through the fear so generated, extort Mr. Harmer, as more particularly stated in paragraph 111 herein, in July 2010, before preparing and filing Colom Client's Suit, Mr. Colom intended to use the summons issued in due course on the filing of Colom Client's Suit (hereinafter "**Perverse Process**") for the perverse purpose of serving the Perverse Process personally on Mr. Harmer and, thereby, attaching the plenary coercive jurisdiction of the MS District Court to Mr. Harmer's person, requiring Mr. Harmer to appear in the MS District Court and answer the claims alleged in Colom Client's Suit, on penalty of a \$40,000,000 default judgment.
120. As the means to terrorize Mr. Harmer and, through the fear so generated, extort Mr. Harmer, as more particularly stated in paragraph 112 herein, in July 2010, before preparing and filing Colom Client's Suit, Colom Firm intended to use the summons issued in due course on the filing of Colom Client's Suit (hereinafter "**Perverse Process**") for the perverse purpose of serving the Perverse Process personally on Mr. Harmer and, thereby, attaching the plenary coercive jurisdiction of the Mississippi District Court to Mr. Harmer's person, requiring Mr. Harmer to appear in the MS District Court and answer the claims alleged in Colom Client's Suit, on penalty of a \$40,000,000 default judgment.

121. At no time, before or after Colom Client's Suit was filed, did Mr. Colom expect or intend that Colom Client's Suit would be, nor was it designed, to engage the justice system to litigate differences between Colom's Client and Mr. Harmer.
122. At no time, before or after Colom Client's Suit was filed, did Colom Firm expect or intend that Colom Client's Suit would be, nor was it designed, to engage the justice system to litigate differences between Colom's Client and Mr. Harmer.
123. Mr. Colom designed and prepared Colom Client's Suit, with its \$40,000,000 *ad damnum* claim, as the necessary prerequisite to cause the issuance of the Perverse Process to subject Mr. Harmer's person to the plenary coercive power (jurisdiction) of the MS District Court.
124. Mr. Colom, as Colom Client's attorney of record, retained plenary control to neutralize the MS District Court's coercive jurisdiction by the simple expedient of a unilateral dismissal of Colom Client's Suit.
125. By Mr. Colom's unilateral dismissal of Colom Client's Suit, Mr. Colom could release Mr. Harmer from the coercive plenary power of the MS District Court over Mr. Harmer's person.
126. Colom Firm designed and prepared Colom Client's Suit, with its \$40,000,000 *ad damnum* claim, as the necessary prerequisite to cause the issuance of the Perverse Process to subject Mr. Harmer's person to the plenary power and authority of the MS District Court.
127. Colom Firm, as Colom Client's attorney of record, retained plenary control to neutralize the MS District Court's jurisdiction by the simple expedient of a unilateral dismissal of Colom Client's Suit.

128. By Colom Firm's unilateral dismissal of Colom Client's Suit, Colom firm could release Mr. Harmer from the plenary power of the District Court over Mr. Harmer's person.
129. By nothing other or more than the Perverse Process issued in due course by the MS District Court, the purpose and design of Mr. Colom in preparing and filing Colom Client's Suit, more particularly stated in paragraphs 111 and 119 herein, was accomplished, i.e., the MS District Court's plenary jurisdiction was perversely attached to Mr. Harmer's person.
130. By perversely causing the MS District Court to order Mr. Harmer to answer and otherwise defend the frivolous claims in Colom Client's Suit, in practical effect, Mr. Colom gained a position of dominance over Mr. Harmer's person and used the dominance to Mr. Harmer extort.
131. Having the option to serve the MS District Court's Perverse Process by United States Mail, for the purpose of magnifying the *in terrorem* effect of the Perverse Process, Mr. Colom elected to cause Mr. Harmer to be personally served, at an odd hour on a non-weekday, at Mr. Harmer's personal residence.
132. By the personal service of the perversely cause order (i.e., summons), Mr. Colom achieved the consequence Mr. Colom intended by the Perverse Process, i.e., to position Mr. Harmer, in fear and trepidation, with a Damocles sword over Mr. Harmer's head and with Mr. Colom, as attorney of record, in the position to extort from Mr. Harmer an agreement by Mr. Harmer which gagged Mr. Harmer's further conveying truthful information about Colom Client.
133. Before preparing and filing Colom Client's Suit, in July 2010, Mr. Colom and Colom Firm wrote a letter, sent by email and by Federal Express, received by Mr. Harmer in

Williamson County, Tennessee, making unsubstantiated accusations against Mr. Harmer for making false statements about Colom Client.

134. The June 16, 2010 letter, described in the immediately preceding paragraph, includes the following concluding paragraphs:

Mr. ... [Colom Client] demands that you retract the statements you made to Scott Baker, the Knoxville News Sentinel, the Nashville Tennessean, any courts of law, and all other organizations and individuals, and have copies of these retractions delivered to ... [Colom Client]. Mr. ... [Colom Client] also demands that you cease and desist from any further attempts to injure or interfere with his business or personal reputation. This is your opportunity to resolve the matter without legal expense and exposure to liability and damages. If you fail to respond to this demand, Mr. ... [Colom Client] will commence legal proceedings against you.

Very Truly Yours,

The Colom Law Firm, LLC

By: /s/ _____
Wilbur O. Colom

135. Mr. Harmer did not respond to the June 16, 2010 letter from Mr. Colom and Colom Firm.
136. On July 16, 2010, Mr. Colom and Colom Firm filed Colom Client's Suit.
137. The MS District Court's order (summons), on July 16, 2010, caused to be issued by Mr. Colom and Colom Firm ordered Mr. Harmer to file a responsive pleading within twenty-one (21) days or suffer entry of a default judgment for the claims stated in the complaint by which Mr. Colom and Colom Firm initiated Colom Client's Suit to prevent use of the power of MS District Court to extort Mr. Harmer.
138. Mr. Harmer had no money with which to retain counsel to represent Mr. Harmer in complying with the Perverse Process of the MS District Court to file a responsive pleading or suffer a default judgment.

139. When Mr. Colom and Colom Firm drafted and filed the complaint that initiated Colom Client's Suit, Mr. Colom and Colom Firm believed that Mr. Harmer had no money with which to retain counsel to defend the claims stated in Colom Client's Suit.
140. Believing that Mr. Harmer had no money to retain counsel to defend the claims stated in Colom Client's Suit, Mr. Colom and Colom Firm, maliciously drafted and filed the complaint initiating Colom Client's Suit with the intent of forcing Mr. Harmer to capitulate to the demand of Colom Client to cease and desist speaking the truth about Colom Client.
141. Because Mr. Harmer had no money with which to retain counsel to represent Mr. Harmer, Mr. Harmer's options were to proceed with a *pro se* defense or to capitulate to Mr. Colom's use of the perversely served MS District Court order (summons) as a Damocles sword.
142. *Pro se*, Mr. Harmer, to stave off the extortionate use of the Perverse Process, filed motions to dismiss the Colom Client's Suit, responded to interrogatories, served interrogatories and other pretrial discovery and, otherwise, attempted to defend the maliciously filed claims in Colom Client's Suit.
143. On June 1, 2011, Mr. Colom placed a telephone call to Mr. Harmer, which was received in Williamson County, Tennessee and is recorded, lasting 25 minutes and 22 seconds.
144. During the June 1, 2011 recorded conversation, Mr. Colom stated to Mr. Harmer that Colom Client only desires for Mr. Harmer to leave Colom Client alone and that Colom Client knows that Mr. Harmer "can't unring any bell that's rung" but Colom Client "doesn't want any more bells rung."

145. During the June 1, 2011 recorded conversation, Mr. Colom advised Mr. Harmer that Colom Client did not want Mr. Harmer saying anything else to anybody that would hurt Colom Client's business.
146. During the June 1, 2011 recorded conversation, Mr. Colom stated that Mr. Colom was going to call Colom Client and advise Colom Client that Colom Client needed to get another lawyer to keep pressing the claims against Mr. Harmer because Colom Client was "not ever gonna collect any money from you [Mr. Harmer]" and "you're [Mr. Harmer] not ever gonna collect any money from him unless something fortunate happens."
147. On June 15, 2011, the MS District Court, in Colom Client's Suit, *sua sponte*, entered what is entitled "Order Staying Case Until The Conclusion Of The Investigation By The Federal Communications Commission Of Maritime Communications/Land Mobile LLC, EB Docket NO. 11-71:FCC 11-64" (hereinafter "**Stay Order**").
148. The Stay Order includes a section, pages 5-7, under a heading entitled "**Reasons for Staying the Proceedings**" reading as follows:

The court will stay this case for several reasons. First, the issues in the FCC investigation overlap significantly with those in the present case, and, given the resources at the FCC's disposal, a great deal of documentary evidence regarding those issues will likely come to light and, should such evidence be found admissible, be available to assist the trier of fact in this case. Second, several aspects of the present litigation trouble the court. It appears that, although the initial statements giving rise to the instant litigation "go[] back as far as 2005," Mr. DePriest chose not to file suit against Mr. Harmer until July 16, 2010 – a short time *after* the FCC's Wireless Telecommunications Bureau referred the Maritime case to the Enforcement Bureau for investigation in late 2009 – and an even *shorter* time after the Enforcement Bureau sent a Letter of Inquiry to Maritime on February 26, 2010. The court has no knowledge regarding whether Mr. Harmer was or is giving information or sworn testimony to the FCC regarding Mr.

DePriest, Maritime., or anything else, or when he might have done so. The reason for the delay of some five years in filing the suit is unclear, but the court cannot help but notice that it coincides with the investigation conducted by the FCC's Enforcement Bureau.

Another of the court's concerns is the nebulous nature of the allegations against Mr. Harmer regarding precisely to whom Mr. Harmer spoke, what he said, when he said it, how it damaged Mr. DePriest, and how Mr. DePriest determined the damage to be \$20 million. This ambiguity is puzzling because such information goes to the heart of Mr. DePriest's allegations against Mr. Harmer.

The court is also concerned about Mr. DePriest's obvious reluctance to provide this information in discovery. For example, when Mr. Harmer has sought more specific information regarding these and other relevant issues in discovery, Mr. DePriest has objected - in the vaguest of terms - to revealing that information. Mr. Harmer's discovery requests are not seeking every "jot and tittle" regarding the plaintiff's claims; indeed, such information is crucial to the allegations in the complaint (defamation, tortious interference with business relations, and intentional infliction of emotional distress). In this case, Mr. DePriest has adopted a pattern of responding to Mr. Harmer's discovery only after Harmer seeks relief from this court by way of motions to compel. Also, Mr. DePriest failed - even after repeated calls from court staff - to provide Mr. Harmer with copies of the plaintiff's pleadings and motions filed in this court. As a *pro se* litigant, Mr. Harmer does not receive copies of other parties' filings automatically through email; he must receive them through the United States Postal Service. Members of the court's staff notified Mr. DePriest of this fact on multiple occasions, yet it took an order from this court directing Mr. DePriest to do what is already required under the rules to get him, finally, to serve Mr. Harmer with copies of the documents filed. Furthermore, Mr. DePriest is seeking \$20 million in damages from a person he knows is insolvent. The pendency of the present FCC investigation (involving a substantial number of issues relevant to the present case), Mr. DePriest's seeming lack of desire to move forward with his case through expeditious and complete responses to discovery, his alleged pattern of obfuscation in the FCC proceeding, the apparent insolvency of the defendant (making recovery of even a fraction of the damages sought remote, at best) - and other matters - give rise to questions regarding Mr. DePriest's motivations in filing the suit in the first place. A stay of the present case until after the conclusion of the FCC investigation may alleviate at least some of the court's concerns regarding the filing and prosecution of the instant case.

For these reasons, the present case is **STAYED** pending the resolution of the investigation by the FCC into the relationship between Martime, Maritime, and Donald DePriest, his candor in his interactions with the FCC, and other issues.

SO ORDERED, this the 15th day of June, 2011. (emphasis added)

/s/ W. Allen Pepper, Jr.
W. ALLEN PEPPER, JR.
UNITED STATES DISTRICT JUDGE

149. On June 15, 2011, Colom Client left a voicemail message recorded as follows:

Hey Peter [Mr. Harmer], its Don [Colom Client]. 662-425-3167. I'm out of the country where you've probably been any number of times, including prep school. So just called, Wil [Mr. Colom] had suggested that we have a chat and see if we could get together. Thanks.

150. On August 21, 2012, Mr. Harmer, *pro se*, filed a motion to lift the Stay Order.

151. On August 30, 2012, Mr. Colom telephoned Mr. Harmer offering to dismiss Colom Client's Suit, without prejudice.

152. In substance, the August 30, 2012 offer by Mr. Colom voluntarily to dismiss Colom Client's Suit, without prejudice, was an offer that Mr. Colom, over two (2) years after the Perverse Process, attaching the plenary coercive jurisdiction of the MS District Court to the person of Mr. Harmer, was personally served on Mr. Harmer, would exercise Mr. Colom's dominance of Mr. Harmer with the stipulation that Mr. Colom would not be bound, by prejudice because of the dismissal, to refrain from perversely securing the issuance of similarly coercive exercise of the MS District Court's jurisdiction in the future.

153. In response to the offer to dismiss Colom Client's Suit, without prejudice, Mr. Harmer informed Mr. Colom that Mr. Harmer had to think about that offer.
154. The need Mr. Harmer had to think about Mr. Colom's "without prejudice" offer stemmed from the fact that a "without prejudice" offer to dismiss would be illusory, especially in light of the trauma to Mr. Harmer from spending two (2) years, for no reason other than the Perverse Process, subject to the coercive plenary jurisdiction of the MS District Court.
155. On August 31, 2012, at 3:57 p.m., CDT, Mr. Colom caused an email to be received by Mr. Harmer in Williamson County, Tennessee, reading as follows:

I just had a discussion with Don [Colom Client]. He will agree to dismissal with prejudice with the understand (sic) that neither you nor him (sic) will make any public statement about the dismissal and you will not disclose the dismissal to any third party who will then make a public statement. Of course, we can't prevent people from looking at public files but you will not call it to anyone's attention.

156. On September 5, 2012, at 11:21 a.m., CDT, Mr. Harmer emailed Mr. Colom stating as follows:

Thank you for your telephone call last Thursday evening and subsequent email on Friday concerning the below attached.

It is with respect that I reject the dismissal settlement agreement.

157. The August 31, 2012 email, quoted in enumerated paragraph 155, confirmed to Mr. Harmer that Mr. Colom, by the proffered settlement agreement, was attempting to consummate the perverse object of Mr. Colom in filing Colom Client's Suit and, thereby, causing the Perverse Process to be issued by the MS District Court and personally served on Mr. Harmer.
158. On September 6, 2012, Mr. Colom and Colom Firm, for Colom Client, filed a motion to dismiss Colom Client's Suit without prejudice.

159. Before Mr. Harmer received a copy of Mr. Colom's motion to dismiss Colom Client's Suit without prejudice, the MS District Court granted the unilateral motion and entered a judgment dismissing Colom Client's Suit, thereby, creating a favorable outcome for Mr. Harmer, albeit without prejudice, of Colom Client's Suit, after 2 years and 3 weeks.

Damages

160. The complaint maliciously and in bad faith drafted, to initiate Colom Client's Suit, by Mr. Colom and Colom Firm was the necessary prerequisite to cause the MS District Court to issue the Perverse Process for subsequent personal service on Mr. Harmer for use by Mr. Colom as a device by which to extort Mr. Harmer.
161. Colom Client's Suit, maliciously filed and personal service caused, in fact and proximately, Mr. Harmer to expend thousands of hours, during which Mr. Harmer would have been otherwise occupied, mentally and physically concentrated exclusively on educating himself sufficiently to have confidence that, pro se, Mr. Harmer was competently enough defending the false claims made against Mr. Harmer in Colom Client's Suit to avoid entry of a \$40,000,000 judgment against Mr. Harmer and, at the same time, fending off extortion by Mr. Colom and Colom Firm being used in an attempt to take forcefully from Mr. Harmer the constitutionally protected First Amendment right to freely speak.
162. Colom Client's Suit, maliciously filed and Mr. Colom's personal service of the Perverse Process in Williamson County, Tennessee caused, in fact and proximately Mr. Harmer emotional distress, anxiety, fear, embarrassment, harassment, mental stress and loss of ability to provide spousal consortium to Mrs. Harmer.

163. Colom Client's Suit, maliciously filed and Mr. Colom's personal service of the Perverse Process in Williamson County, Tennessee caused, in fact and proximately Mr. Harmer to lose opportunities for employment able to provide earnings to support Mr. Harmer and Mrs. Harmer.
164. Colom Client's Suit, maliciously filed in fact and proximately, caused Mrs. Harmer to lose spousal consortium on which Mrs. Harmer depended for emotional stability, for care, for comfort and for financial and non-financial support.

COUNT ONE
(Abuse of Process)

165. Mr. Colom and Colom Firm, jointly and severally, on July 16, 2010, for the perverse purpose of misappropriating the plenary personal jurisdiction of the MS District Court as the means and method to extort Mr. Harmer, as more particularly stated hereinbefore, knowingly and intentionally, caused the MS District Court to issue the Perverse Process which Mr. Colom and Colom Firm, jointly and severally, personally served on Mr. Harmer and, thereby, attached the coercive plenary jurisdiction of the MS District Court to attach to the person of Mr. Harmer and, thereafter, misused the attached coercive plenary jurisdiction of the MS District Court to personally injure Mr. Harmer and Mrs. Harmer, as more particularly stated hereinbefore, mandating Mr. Harmer to defend himself against the malicious claims made against Mr. Harmer in the complaint, prepared and filed by Mr. Colom and Colom Firm, to initiate Colom Client's Suit.

COUNT TWO
(Intentional Infliction of Emotional Distress)

166. Mr. Colom and Colom Firm, jointly and severally, maliciously prepared and filed the complaint that initiated Colom Client's Suit and used the Perverse Process for the

designed purpose of intentionally inflicting emotional distress on Mr. Harmer and on Mrs. Harmer, as more particularly stated hereinbefore to extort Mr. Harmer and, as a constantly hanging Damocles sword, from July 16, 2010 until August 31, 2012, continued to misuse the coercive plenary jurisdiction of MS District Court to torment Mr. Harmer and Mrs. Harmer.

COUNT THREE
(Fraud By Duress)

167. Mr. Colom and Colom Firm, by maliciously preparing and filing the complaint that initiated Colom Client's Suit and, after issuance of the MS District Court's Perverse Process, and personally serving it on Mr. Harmer and, thereafter, misusing the MS District Court's Perverse Process as an instrument of fraud, knowingly and willfully, intended to and, in fact, did create duress on Mr. Harmer, the purpose of which was to overcome the will of Mr. Harmer to speak the truth about Colom Client and to provide assistance to FCC and to other law enforcement officials, such threat and intimidation being tantamount to blackmail and extortion, offering, in return, for Mr. Harmer surrendering and capitulating Mr. Harmer's freewill to speak, release of the MS District Court plenary coercive *in personam* and jurisdiction attached to Mr. Harmer.

COUNT FOUR
(Loss of Spousal Consortium)

168. By the abuse of process, fraud by duress and intentional infliction of emotional distress of Mr. Harmer, Mr. Colom and Colom Firm, jointly and severally, proximately and in fact, caused Mrs. Harmer to lose the benefits of Mrs. Harmer's spousal consortium with Mr. Harmer.

PRAYER FOR RELIEF

WHEREFORE, Mr. Harner and Mrs. Harner pray the Court to render a judgment against Mr. Colom and Colom Firm, jointly and severally, adjudicating:

1. **THAT** Mr. Colom and Colom Firm, jointly and severally, pay to Mr. Harner a lump sum cash payment of \$2,500,000 for compensatory damages;
2. **THAT** Mr. Colom and Colom Firm, jointly and severally, pay to Mrs. Harner a lump sum cash payment of \$750,000 for compensatory damages;
3. **THAT** Mr. Colom and Colom Firm, jointly and severally, pay to Mr. Harner and Mrs. Harner, jointly, \$1,000,000 for exemplary and punitive damages to deter like and similar conduct by persons situated like and similar to Mr. Colom and Colom Firm; and
4. **THAT** Mr. Harner and Mrs. Harner have all other and additional relief required to do justice in the instant case.

MR. HARMER AND MRS. HARMER DEMAND A JURY TO TRY ISSUES HEREIN.

LARRY E. PARRISH, P.C.
Attorneys for Mr. Harner and Mrs. Harner

By: 

Larry E. Parrish, BPR 8464
775 Ridge Lake Blvd., Suite 145
Memphis, Tennessee 38120
(901) 766-4388
(901) 766-4389 (Facsimile)

DIRECT TESTIMONY OF FRED C. GOAD

Direct Testimony of

FRED C. GOAD

I, Fred C. Goad, hereby state my direct testimony as follows:

1. I give this direct testimony in the case of In re MARITIME COMMUNICATIONS/LAND MOBILE, LLC, EB Docket No. 11-71. I give this testimony in the hearing on Issue (g), whether Maritime Communications/Land Mobile, LLC (Maritime) constructed and operated 16 radio stations. I understand that I will be called to testify and will be subject to cross-examination on the matters set forth herein.

Relevance of My Testimony

2. I have no personal knowledge as to whether Maritime constructed and operated these stations. I do have personal knowledge as to the credibility of Donald DePriest. I also have personal knowledge as to the business relationship between Donald DePriest and Maritime which makes his credibility relevant to Maritime's credibility. I also have been claimed by Sandra DePriest to be a 2% equity interest holder in Maritime which would give me the right to inspect its books and records with regard to whether the Issue (g) stations were built and operated.

3. I have waited for years for the opportunity to have my "day in court" in front of an Administrative Law Judge of the Federal Communications Commission ("FCC"). I have a right to be heard and my testimony should be considered by the Presiding Judge with regard to the credibility of any testimony of Donald DePriest and Maritime that the Presiding Judge will hear on Issue (g).

My Resume

4. I am an Angel Investor and founding partner of Voyent Partners, LLC in Brentwood, Tennessee. Attached hereto as **Exhibit 1** is a copy of my Bio. Without repeating everything, I would like to direct the attention of the Presiding Judge to the following.

5. I graduated from The University of Virginia. My employment history includes 11 years as CEO of ENVOY Corporation and 4 years as co-CEO of ENVOY and service as Chairman of the Board of Vanderbilt Children's Hospital.

My Interest And Involvement

6. Attached hereto as **Exhibit 2** is a copy of a letter that I filed with the U.S. Trustee in the Maritime bankruptcy case on May 16, 2012. As stated in the letter on page 3, I loaned Donald DePriest \$400,000 for the stated purpose of buying Critical RF. Subsequently, I found out that DePriest only paid \$1000 for Critical RF and that he apparently used my loan and several others to pay his IRS Tax Lien. I also found that he attempted to make my loan and the others obligations of Maritime.

7. Attached hereto as **Exhibit 3** is a copy of a letter that I filed with the U.S. Trustee in the Maritime bankruptcy case on September 4, 2012. This letter sets forth my knowledge of the

relationships between Donald DePriest and the members of the Choctaw group who seek to acquire the Maritime FCC licenses under the *Second Thursday* doctrine.

8. Attached hereto as **Exhibit 4** is a copy of a letter that I filed with the FCC on June 20, 2013, in response to the FCC request for comments on the Maritime *Second Thursday* application.

The DePriests Misrepresented To The FCC That They Lead Separate Economic Lives

9. I am well aware that one of the issues investigated by the FCC Enforcement Bureau is the claim of Maritime to be a small business based on the further claim that Sandra DePriest is the owner and that she and Donald DePriest lead separate economic lives. To the best of my knowledge and belief, the claim that Sandra and Donald DePriest lead separate economic lives is not accurate. Donald DePriest has engaged in business dealings on behalf of Maritime. I detail these business dealings in my letter to the U.S. Trustee a copy of which is attached as **Exhibit 2** and my letter to the FCC of June 20, 2013 a copy of which is attached hereto as **Exhibit 4**. I wish to direct the attention of the Judge to the following information in particular.

10. From my letter to the U.S. Trustee of May 16, 2012, which is **Exhibit 2** hereto:

"As described in my letter to Harmer, I loaned DePriest \$400,000.00 on November 2, 2005 for a period of five (5) months to assist in the purchase of Critical RF.

The loan was to be repaid in full on March 1, 2006 by DePriest from the proceeds of the anticipated and imminent sale of MCT Corp that was being negotiated by DePriest. DePriest served as Chairman of MCT Corp and owned one million shares of MCT Corp.

In her Deposition, Sandra DePriest described the lawsuit that I filed against Donald DePriest and stated that my two percent interest 'that's listed in the list of equity security holders' is disputed and is the 'basis of the dispute.' Sandra DePriest continued: 'It's more like an internal issue.' (pages 108:#21-109:#12).

With respect, Sandra DePriest's statements in her Deposition concerning my relationship with Maritime are completely without merit.

The sole basis of my lawsuit against DePriest was the default of my November, 2005 loan to Donald DePriest and was totally unrelated to my alleged 2% equity in Maritime that had never been disclosed to me until the filing of the Maritime bankruptcy.

It now appears that my loan to DePriest had become the liability of Maritime.

At no time, during my discussions with DePriest and prior to making the loan to DePriest and, subsequently, did I ever discuss the existence or the nature of Maritime's business with Sandra DePriest, the alleged President of Maritime.

My entire dealings prior to the receipt of the note were with Donald DePriest, exclusively. It was not until I received the executed note in the name of Maritime that I became aware of Maritime.

The proceeds of my loan to DePriest were for the express and stated purpose by DePriest to allow DePriest to purchase Critical RF, a state of the art VOIP company in Florida, owned by Stephen Calabrese.

It was not until last year that I learned that DePriest actually only paid \$1,000.00 in March, 2006 to Calabrese for Critical RF as evidenced by the contract between DePriest and Critical RF. DePriest had totally misrepresented the purpose of the loan to me that now appears to be Ponzi-esque in nature and left \$399,000.00 unaccounted.

I have obtained copies of a series of notes and related documentation of other creditors involved in the Maritime bankruptcy that would appear to confirm my conclusion of DePriest's use of Maritime as a source of funds:

- On March 10, 2009 Retzer Resources, Inc. loaned Maritime \$200,000.00 @ 25%, PA due on August 31, 2009 with the personal guaranty of DePriest

- On March 26, 2009 Michael P. Dunn loaned Maritime \$50,000.00 @ 25% PA due on September 26, 2009 with the personal guaranty of DePriest - (Claim 78)

- On March 26, 2009 Douglas Sellers loaned Maritime \$25,000.00 @ 25%, PA due on September 26, 2009 with the personal guaranty of DePriest - (Claim 79)

- On March 26, 2009 Sexton, Inc. loaned Maritime \$200,000.00 (subsequently amended and Restated) @ 25% PA due on December 15, 2009 with the personal guaranty of DePriest. (Exhibit 6)

As an investor with over thirty years experience it is difficult to understand the business practice of a company that would consider the negotiation and acceptance of the terms of a series of short term loans totaling \$475,000.00 by the husband/manager/guarantor (who is insolvent) at a rate of 25% PA each with six month maturities thereby encumbering the company with an expense of more than \$9,000.00, per month, or \$118,000.00, per year, other than an extreme emergency.

It should be noted that six weeks prior to the arrangement of afore-mentioned loans by DePriest the IRS had filed a Notice of Federal Tax Lien against Donald R. DePriest on February 11, 2009, for the tax periods from March 2005 through June 30, 2007 covering unpaid withholding taxes for that period in the amount of \$1,122,850.18."

11. The foregoing information from my letter of May 16, 2012, shows that Donald DePriest took out loans from me and others that became obligations of Maritime. This evidence shows that the claim that Donald and Sandra DePriest lead separate economic lives is not accurate.

12. From my May 16, 2012 letter, **Exhibit 2** hereto, I point out this additional information regarding a large loan for \$9 million dollars:

"A review of the DePriest's Response to the Interrogatories put forth in my case (see Exhibit 5 – page 21) dated June 3, 2010 lists a Judgment in favor of Oliver Phillips in the amount of \$9,133,230.00 and is referenced in the Contract and Settlement Agreement submitted to the Court .

The trial that took place in May, 2009 involving Oliver Phillips and the referenced judgment was the result of breached contracts and defaulted notes involving MCT Corp. and other related DePriest companies prior to the formation of Maritime and had no connection whatsoever with Sandra DePriest's Maritime.

A review of the Judgment issued on June 30, 2009 by Chancellor Kenneth Burns in favor of Oliver Phillips does not contain any mention of Maritime.

Following the judgment in favor of Phillips, DePriest sought to stay the execution of the judgment claiming imminent personal bankruptcy and appealing to the Supreme Court of Mississippi to grant a Stay of Execution of the judgment. The claim of imminent bankruptcy by DePriest to the Court would appear to confirm my assertion of DePriest's insolvency.

After almost 2½ years following the trial between Phillips and DePriest and the Court ordered judgment against DePriest in the amount of \$9.1 million and the threat of execution of the judgment by Phillips it appears that Phillips and DePriest have reached a Settlement Agreement (undated) to pay Phillips \$6.5 million.

Phillips' claim against Donald DePriest in the amount of \$9.1 million that had been dormant for two years has suddenly morphed into an obligation of Maritime (Sandra DePriest) in the bankruptcy proceeding at a 38% reduction for an amount of \$6.5 million."

13. The foregoing information from my letter of May 16, 2012, shows that Donald DePriest took out a \$9 million loan for MCT Corp. that "suddenly morphed into an obligation of Maritime." This evidence shows that the claim that Donald and Sandra DePriest lead separate economic lives is not accurate.

The DePriests Misrepresented To The FCC That Choctaw Are Innocent Creditors

14. I am well aware that Maritime and the DePriests sought to use the FCC's *Second Thursday* doctrine to avoid the FCC Enforcement Bureau action against Maritime and the DePriests and to transfer FCC licenses to Choctaw based on a claim that Choctaw is comprised of innocent creditors of Maritime. To the best of my knowledge and belief, the claim that Choctaw are innocent creditors of Maritime is not accurate. To the best of my knowledge, the Choctaw principals are business associates of Donald DePriest. I wish to direct the attention of the Judge to the following information in particular.

15. From my letter to the U.S. Trustee of September 4, 2012, which is **Exhibit 3** hereto:

"The Plan of Reorganization states that Choctaw is composed of: (1) Collateral Plus Fund I, LLC (CPFI); (2) Patrick Trammell; (3) Watson and Downs Investments, LLC; and (4) Robert Hollis, III.

CPFI is owned by Burch Investments and Pinnacle Bank, Nashville, Tennessee. Lucius Burch, Chairman of Burch Investments, has been a close personal friend of Donald DePriest for more than 25 years and was an investor (not operator) in Charisma Communications that was formed by DePriest in 1984 and was very successful.

Three of the other Choctaw members, Patrick Trammell; Watson and Downs Investments, LLC; and Robert Hollis, III also have an interest in Southeastern Commercial Finance, LLC (SECF), Birmingham, Alabama and are the sole members of the Board of Managers of SECF.

Patrick Trammell, a close personal friend of DePriest, founded SECF in 1996 and holds a 26.34% interest in SECF and has provided Debtor-in Possession (DIP) financing to Maritime on three occasions since Maritime filed for bankruptcy protection on August 1, 2011.

The Plan further states that DePriest owned a "passive" 10.52% membership in SECF until July 2, 2012 (during the "arms length" Maritime DIP financing arrangements and one day before the Status Report was filed) when he surrendered his membership in SECF in exchange for cancellation of his debt obligation in SECF."

16. The fact that Donald DePriest and the Choctaw principals were all co-owners of South Eastern Commercial Finance, LLC ("SECF") shows that it is not accurate that Choctaw is an innocent third party.

17. Further from my letter to the U.S. Trustee of September 4, 2012, which is **Exhibit 3** hereto:

"The members of the newly formed Choctaw, both individually and collectively as a group, have no telecommunications knowledge or experience. Further, as a result of the lack of knowledge of the Choctaw group it is impossible to assume or believe that Donald DePriest with his prior lengthy personal and extensive financial relationship with members of Choctaw and knowledge of the telecommunications industry will have no further involvement with the telecommunications business, stated or otherwise, in Choctaw's successor operation of Maritime."

19. The fact that the Choctaw members have been followers of Donald DePriest in his telecommunications ventures strongly suggests that they will continue to be followers in the future. Again, this shows that it is not accurate that Choctaw is an innocent third party, as common sense suggests that innocence requires the party to be unrelated to DePriest.

I declare under penalty of perjury under the Laws of the United States that the forgoing statements are true to the best of my knowledge, information and belief.

Respectfully submitted,

Fred C. Goad
Fred C. Goad

Dated: 9/15/14

Fred C. Goad. Mr. Goad is a co-founder and current partner of Voyent Partners, LLC, a private investment firm focused on early stage investments across a variety of sectors including healthcare. From 1985 to June 1996, Mr. Goad served as President and Chief Executive Officer of ENVOY Corporation (ENVY: NASDAQ), a leading provider of electronic data interchange services to participants in the health care market. Mr. Goad also served as Co-Chief Executive Officer and Chairman of ENVOY Corporation from June 1996 until March 1999 when the company was acquired by Quintiles Transnational Corporation (QTRN: NASDAQ), a fully integrated company providing contract clinical research and other services to the biotechnology, pharmaceutical and medical device industries. From March 1999 through May 2000, Mr. Goad served as a member of the board of directors of Quintiles Transnational Corporation and as Senior Advisor to the Office of the President of the transaction services division of the company. In May 2000, WebMD Corporation (WBMD: NASDAQ), a provider of healthcare transaction, information and technology services, acquired ENVOY Corporation from Quintiles Transnational for approximately \$2.4 billion and Mr. Goad subsequently served as Co-Chief Executive Officer of the transaction services division of WebMD Corporation from June 2000 until March 2001. Mr. Goad's career also includes positions with UCCEL Corporation, Financial Institution Services, Inc. (now CompuCard International), Docutel (now Olivetti USA), and IBM Corporation. Mr. Goad currently serves on the Board of Directors of (i) Luminex Corporation (LMNX: NASDAQ), a manufacturer of innovative biological testing technologies with applications throughout the diagnostic and life science industries, (ii) Informatics Corporation of America, an early-stage healthcare informatics company creating electronic medical records for regional health information organizations, large healthcare systems, hospitals and multisite practices, and (iii) Specialists on Call, the leading company in providing telemedicine solutions to address the doctor shortage and specialist availability. Mr. Goad also currently serves on the board of several private companies. He served as Chairman of the Board of Vanderbilt Children's Hospital and previously on the Board of Directors of Performance Food Group, a food service distributor, from 1993 until the sale of the company in late 2008 and on the Board of Directors of Emageon Inc., a provider of enterprise-level information technology solutions for the clinical analysis and management of digital medical images within health care provider organizations, until the sale of the company in 2009. Mr. Goad holds a Bachelor of Science degree from the University of Virginia.

May 16, 2012

CONFIDENTIAL

Sammye S. Tharp, Esquire
United States Trustee, Region 5
United States Department of Justice
501 East Court Street – Suite #6-430
Jackson, Mississippi 39201-4142

USPS Express Mail

**Re: Maritime Communications/Land Mobile, LLC
Chapter 11 Petition
Case No. 11-13463-DWH**
Filed in the:
United States Bankruptcy Court
Northern District of Mississippi
Cochran U.S. Bankruptcy Courthouse
703 Highway I-45 North
Aberdeen, Mississippi 39730

Dear Ms. Tharp,

I am an Angel Investor and founding partner of Voyent Partners, LLC in Brentwood, Tennessee and am listed in the Verification of Creditor Matrix and the List of Equity Security Partners as filed by Maritime in the above referenced matter.

As a creditor of Maritime Communications/Land Mobile, LLC (Maritime) and, more specifically, Donald R. DePriest (DePriest), as personal guarantor of Maritime, I have been following the progress of the Maritime bankruptcy proceedings with interest.

In reviewing the sworn Deposition of Sandra DePriest, President of Maritime, as taken in Aberdeen, Mississippi on Friday, September 23, 2011 before the U.S. Trustee Representative and various creditors at the Creditors Meeting involving the above-mentioned bankruptcy proceedings of Maritime and reviewing the list of Equity Security Partners and Sandra DePriest's Deposition (page 11: #25) I learned I am listed as a 2% owner of Maritime. I have never been advised at any time by Maritime of an ownership position until now.

I was introduced to DePriest in late 2005 by Robert Sullins, a licensed stockbroker in Nashville, Tennessee, who had known DePriest for several years and had raised substantial money for DePriest's various business ventures over that time. I have never met nor do I know Sandra DePriest.

For your immediate reference and information, I am including a copy of a letter that I wrote to Peter Harmer on July 1, 2010. The letter is self explanatory and describes my sole business relationship with DePriest. **(Exhibit 1)**

The letter was sent to Harmer in connection with his defense in the lawsuit filed by DePriest against Harmer in July, 2010 (US District Court, Northern District of Mississippi. (Case #1:10CV177-P-D) ¹

As described in my letter to Harmer, I loaned DePriest \$400,000.00 on November 2, 2005 for a period of five (5) months to assist in the purchase of Critical RF.

The loan was to be repaid in full on March 1, 2006 by DePriest from the proceeds of the anticipated and imminent sale of MCT Corp that was being negotiated by DePriest. DePriest served as Chairman of MCT Corp and owned one million shares of MCT Corp. **(Exhibit 2)**

MCT Corp. was sold in July, 2007 for \$300 million at a stock price of approximately \$19.00, per share, which would have produced approximately \$19 million for DePriest. However, my loan was not paid by DePriest as agreed despite repeated assurances of repayment by DePriest.

After more than two years following the maturity of the note and one year following the sale of MCT Corp in 2007, I filed a lawsuit in the Circuit Court of Lowndes County Mississippi (Case #2008-0079-CV1) on May 15, 2008 to collect the debt. I have received approximately \$250,000.00 in part payment to date and no legal expenses recovered. **(Exhibit 3)**

In her Deposition, Sandra DePriest described the lawsuit that I filed against Donald DePriest and stated that my two percent interest "*that's listed in the list of equity security holders*" is disputed and is the "*basis of the dispute.*" Sandra DePriest continued: "*It's more like an internal issue.*" (pages 108:#21-109:#12).

With respect, Sandra DePriest's statements in her Deposition concerning my relationship with Maritime are completely without merit.

The sole basis of my lawsuit against DePriest was the default of my November, 2005 loan to Donald DePriest and was totally unrelated to my alleged 2% equity in Maritime that had never been disclosed to me until the filing of the Maritime bankruptcy.

It now appears that my loan to DePriest had become the liability of Maritime.

¹ DePriest's case against Harmer was stayed on June 15, 2011 by Judge Allen Pepper for a variety of reasons pending the results of the investigation of Maritime by the Federal Communications Commission for various violations related to Auction #61 in August, 2005 by Maritime.

At no time, during my discussions with DePriest and prior to making the loan to DePriest and, subsequently, did I ever discuss the existence or the nature of Maritime's business with Sandra DePriest, the alleged President of Maritime.

My entire dealings prior to the receipt of the note were with Donald DePriest, exclusively. It was not until I received the executed note in the name of Maritime that I became aware of Maritime.

The proceeds of my loan to DePriest were for the express and stated purpose by DePriest to allow DePriest to purchase Critical RF, a state of the art VOIP company in Florida, owned by Stephen Calabrese.

It was not until last year that I learned that DePriest actually only paid \$1,000.00 in March, 2006 to Calabrese for Critical RF as evidenced by the contract between DePriest and Critical RF. DePriest had totally misrepresented the purpose of the loan to me that now appears to be Ponziesque in nature and left \$399,000.00 unaccounted. **(Exhibit 4)**

On June 3, 2010, slightly more than one year before Maritime filed its Chapter 11 petition, Donald DePriest supplied answers to a series of Interrogatories relating to my lawsuit. **(Exhibit 5)**

A review of the **Answers and Responses to my Post-Judgment Interrogatories and Requests for Production of Documents** reveals several important facts. The answers were stipulated to be as of the date of the judgment against DePriest in my case which was November 3, 2008.

At the time of Donald DePriest's responses (June 3, 2010) and since November, 2008:

- DePriest was not employed (page 1)
- DePriest did not receive a paycheck and "earnings since November, 2009 are minimal" (page 2)
- DePriest owed in excess of \$16.1 million (pages 7-9)
- DePriest owned 10% of Southeastern Commercial Financial, LLC (page 11)
- DePriest had unsatisfied judgments in excess of \$12.2 million that included a Judgment in favor of Oliver Phillips in the amount of \$9.1 million (page 21)

In short, DePriest had an admitted combined total of debt and judgments of more than \$28.3 million with "minimal income" and no paycheck.

The debt service on the disclosed total DePriest owed at the time of his Response (\$16.1 million) at a conservative interest rate of 5% would be estimated to be in excess of \$800,000.00, per year.

However, by DePriest's own admission there does not appear to be any source of income to meet the obligations as listed by DePriest.

In short, in mid-2010 Donald DePriest appeared to be insolvent.

From the facts that emerged from DePriest's sworn Deposition in my case it appeared that DePriest used Maritime as a vehicle to borrow money while ring fencing his financial exposure and liability as a result of DePriest's declared non-ownership of Maritime.

The alleged "sole" ownership of Maritime by Sandra DePriest appeared to create a legal barrier for personal liabilities and judgments incurred by Donald DePriest in his previous business dealings and it is in that context that I am writing to you at this time.

I have obtained copies of a series of notes and related documentation of other creditors involved in the Maritime bankruptcy that would appear to confirm my conclusion of DePriest's use of Maritime as a source of funds:

- On March 10, 2009 **Retzer Resources, Inc.** loaned Maritime \$200,000.00 @ 25%, PA due on August 31, 2009 **with the personal guaranty of DePriest**
- On March 26, 2009 **Michael P. Dunn** loaned Maritime \$50,000.00 @ 25% PA due on September 26, 2009 **with the personal guaranty of DePriest** - (Claim 78)
- On March 26, 2009 **Douglas Sellers** loaned Maritime \$25,000.00 @ 25%, PA due on September 26, 2009 **with the personal guaranty of DePriest** - (Claim 79)
- On March 26, 2009 **Sexton, Inc.** loaned Maritime \$200,000.00 (subsequently amended and Restated) @ 25% PA due on December 15, 2009 **with the personal guaranty of DePriest. (Exhibit 6)**

As an investor with over thirty years experience it is difficult to understand the business practice of a company that would consider the negotiation and acceptance of the terms of a series of short term loans totaling \$475,000.00 by the husband/manager/guarantor (who is insolvent) at a rate of 25% PA each with six month maturities thereby encumbering the company with an expense of more than \$9,000.00, per month, or \$118,000.00, per year, other than an extreme emergency.

It should be noted that six weeks prior to the arrangement of afore-mentioned loans by DePriest the IRS had filed a Notice of Federal Tax Lien against Donald R. DePriest on February 11, 2009, for the tax periods from March 2005 through June 30, 2007 covering unpaid withholding taxes for that period in the amount of **\$1,122,850.18**. DePriest was serving on the Board of the Tennessee Valley Authority following his appointment by President Bush at the time of the filing of the lien. **(Exhibit 7)**

The Statement of Financial Affairs filed on September 7, 2011 in the Maritime bankruptcy states that Maritime received \$1,018,912.39 in 2009 in gross income from spectrum sales and leases. This income would bring into question the need for Maritime to negotiate additional short term loans with 6 month maturities totaling \$475,000.00 at the excessive rate of 25% in the same year. The defaulted amount of the four above-mentioned notes now stands at more than \$767,700.00 and appears to have become the liability of Maritime.

With respect, the determination by the Court of the real use of the proceeds of these loans would be helpful to determine the extent of Maritime's liability of the debt as all the loans were personally guaranteed by an insolvent DePriest and appeared to coincide with the filing of an IRS lien against DePriest.

Additionally, on November 30, 2011, a Proof of Claim in the Maritime case was filed in the Bankruptcy Court by Oliver Phillips in the amount of \$6,500.00.00 supported by a Contract and Settlement Agreement between Oliver L. Phillips and Donald R. DePriest (undated). (Claim 66-1). **(Exhibit 8)**

A review of the DePriest's Response to the Interrogatories put forth in my case (see Exhibit 5 – page 21) dated June 3, 2010 lists a Judgment in favor of Oliver Phillips in the amount of \$9,133,230.00 and is referenced in the Contract and Settlement Agreement submitted to the Court .

The trial that took place in May, 2009 involving Oliver Phillips and the referenced judgment was the result of breached contracts and defaulted notes involving MCT Corp. and other related DePriest companies prior to the formation of Maritime and had no connection whatsoever with Sandra DePriest's Maritime. **(Exhibit 9)**

A review of the Judgment issued on June 30, 2009 by Chancellor Kenneth Burns in favor of Oliver Phillips does not contain any mention of Maritime. **(Exhibit 10)**

Following the judgment in favor of Phillips, DePriest sought to stay the execution of the judgment claiming imminent personal bankruptcy and appealing to the Supreme Court of Mississippi to grant a Stay of Execution of the judgment. The claim of imminent bankruptcy by DePriest to the Court would appear to confirm my assertion of DePriest's insolvency. **(Exhibit 11)**

After almost 2½ years following the trial between Phillips and DePriest and the Court ordered judgment against DePriest in the amount of \$9.1 million and the threat of execution of the judgment by Phillips it appears that Phillips and DePriest have reached a **Settlement Agreement** (undated) to pay Phillips \$6.5 million.

Phillips' claim against Donald DePriest in the amount of \$9.1 million that had been dormant for two years has suddenly morphed into an obligation of Maritime (Sandra DePriest) in the bankruptcy proceeding at a 38% reduction for an amount of \$6.5 million.

It appears as though the numerous claims that Phillips had against DePriest that were the basis of the trial in May, 2009 that resulted from previous dealings between the two individuals and had nothing to do with Maritime and that resulted in the \$9.1 million judgment in June, 2009 have been settled by Phillips for a 37% discount and the assumption of a \$6..5 million creditor position in Maritime in November, 2011.

The Settlement Agreement reduces Phillips' claim from \$9.1 million to \$6.5 million, a reduction of \$2.6 million or 28% and omits the loss of interest on the judgment principal for 2½ years.

The claim of interest which was granted in the Judgment would have added an additional \$1,365,000.00 at a nominal rate of 6% PA to Phillips's claim for a total of \$10,465,000.00 and a true judgment reduction of more than 37%.

Attached to the Settlement Agreement is a **Lump Sum Payment Schedule** that appears to permit a discount to DePriest if payment under the Agreement is made prior to certain stipulated dates, the first payment date being **June 30, 2010**, and then in six month intervals thereafter with the final payment being due on December 31, 2012.

The existence and dates of the Lump Sum Payment Schedule would appear to indicate that the Agreement was negotiated between Phillips and DePriest sometime **before** June 30, 2010 and appeared to anticipate a major liquidity event within two years or two and a half years from the date of execution of the Agreement prior to June 30, 2010 in order to permit timely settlement of the Agreement.

Evidently, the liquidity event has not occurred as of the date of filing the Agreement on November 28, 2011.

It is noteworthy that Oliver Phillips and the Agreement are not listed in the Maritime Chapter 11 Bankruptcy hearings as a Creditor in the initial **Verification of Creditor Matrix** (filed August 15, 2011), the **List of Creditors Holding 20 Largest Unsecured Claims** (filed August 17, 2011) or **Creditors Holding Secured Claims** (filed November 15, 2011)

DePriest's substantial personal financial Court ordered judgment in favor of Phillips that DePriest had claimed in an appeal to the Supreme Court of Mississippi in October, 2009 would push him into personal bankruptcy if executed by Phillips has suddenly morphed 2½ years later into an obligation of Maritime in 2011 and substantially dilutes Maritime's ability to pay its creditors.

It appears as though DePriest has been able to create a multi-million dollar obligation of Maritime that was previously undisclosed and that had been DePriest's Court ordered personal liability resulting from breached contracts and defaulted notes involving MCT Corp. and previous business dealings of DePriest.

The ability of DePriest to execute the Settlement Agreement prior to June 30, 2010 with Phillips would appear to confirm that DePriest's position in Maritime was substantially more than as an unpaid consultant with no compensation and no ownership in Maritime as stated, under oath, by Sandra DePriest in her deposition on September 23, 2011 in Bankruptcy Court.

A review of the Settlement Agreement also includes the agreement by DePriest to transfer to Phillips 387,780 shares of **MariTel, Inc.**, an FCC licensee with operations in the Mid and Northern Atlantic, Mississippi River, Great Lakes, Northern and Southern Pacific, Alaska and Hawaii.

In the Settlement Agreement DePriest *“further agrees to execute any and all documents necessary to effectuate said transfer and delivery of those Maritel, Inc. shares simultaneously with the execution of this agreement.*

DePriest further agrees to execute the assignment of Maritel, Inc. shares attached hereto as Exhibit D, and in the event any other documents necessary to effectuate the transfer and delivery of the MariTel, Inc. shares on the corporate books are not available on the date of this agreement, DePriest agrees to provide those documents and/or the information necessary to obtain those documents to Phillips within thirty (30) days of the execution hereof.”*

However, a review of FCC filings currently lists DePriest’s ownership in MariTel, Inc at 24.24%.² **(Exhibit 12)**

There is no mention of the transfer of stock ownership to Phillips as evidenced by the Agreement and despite the agreed undertaking by DePriest to *“...effectuate the transfer and delivery of the MariTel, Inc. shares on the corporate books...”*

The continued existence of the MariTel, Inc. shares in DePriest’s name from March 10, 2010 also would appear to be a misrepresentation of the facts to the U.S. Bankruptcy Court.

However, Section 310(d) of the FCC Rules states:

“No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.”

It would appear that DePriest violated FCC rules in undertaking an agreement with the transfer of his interest in excess of 10% in MariTel, Inc to Phillips without application to the Commission which would also appear to be a further misrepresentation of the facts to the U.S. Bankruptcy Court.

Effectively, DePriest has attempted to settle Phillips’ judgment by transferring his personal liability to Maritime’s corporate bankruptcy settlement in order to avoid Phillips’ execution of the 2009 judgment.

² MariTel, Inc. includes MariTEL Alaska, Inc; MariTEL Great Lakes, Inc; MariTEL Hawaii, Inc; MariTEL Mid-Atlantic, Inc; MariTEL Mississippi River, Inc; MariTEL Northern Atlantic, Inc; MariTEL Northern Pacific, Inc; MariTEL Southern Atlantic, Inc; and MariTEL Southern Pacific, Inc.

The settlement of the Phillips' claim would be, in essence, appear to be another transference of the outstanding and unsatisfied personal liability of DePriest to the corporate liability of Maritime, a company that has no admitted connection to DePriest other than a management contract with no compensation (Sandra DePriest's Deposition, pages 28-29).

Additionally, the listing of DePriest's claim of an Unsecured Non-Priority Claim in the amount \$3,950,000.00 as listed on Schedule F of the Chapter 11 Bankruptcy petition dated September 7, 2011 is confusing.

It is difficult to determine the source of the funds that comprise this "Unsecured" claim by DePriest as all disclosed assets appear to be pledged as collateral on various loans thereby eliminating any equity. **(Exhibit 13)**

As DePriest stated previously in his response to the Interrogatories in my case one year earlier and referenced above that: (1) he was not employed and (2) he did not receive a paycheck and (3) his "earnings since November, 2009 are minimal."

Sandra DePriest's Deposition further confirmed that her husband, Donald, received no remuneration for his management consultancy services at Maritime.

The confirmation by DePriest of numerous unsatisfied judgments totaling more than \$12 million would appear to confirm DePriest's inability to satisfy his court ordered obligations as a result of "minimal income" much less the ability to invest almost \$4 million in his wife's company and circumvent court awarded judgments between June, 2010 and November, 2011.

Absent an identified and confirmed source of funds it is as though DePriest has capitalized a portion of the defaulted loans that bear his personal guaranty and were borrowed in the name of Maritime to create a claim by DePriest in the Maritime reorganization Chapter 11 plan and settlement.

Finally, in reviewing the Emergency Motion to Authorize Financing dated August 30, 2011 and subsequent Emergency Motions to Authorize Financing dated September 21, 2011 and February 16, 2012 it was stated by Maritime that the Debtor negotiated with the Lender at arms-length, in good faith and pursuant to its sound business judgment.

Further, it was stated that the terms offered by the Lender are significantly more favorable than any terms that would be offered by other lenders. The Debtor concludes that it unable to obtain funds to be obtained on more favorable terms than those contained in the DIP Loan Agreement with **Southeastern Commercial Financial, LLC** (Southeastern).

It should be noted that Southeastern's Founder and President is Patrick Trammel who is known to be a close personal friend of DePriest. **(Exhibit 14)**

Further, DePriest owns 10% of Southeastern as he declared in his Response (Exhibit 5 – page 11) and later confirmed by Sandra DePriest in her Deposition (page 111 - #19).

Additionally, Trammell arranged financing for Maritime prior to the Bankruptcy as listed on Schedule D totaling more than \$8.3 million with three investor/lenders in Dothan, Alabama: C. Chris Dupree; R. Hayne Hollis, III and Watson & Downs, LLC.

It is difficult to understand how Southeastern can be considered as “arms-length” in the DIP financing arrangement for Maritime with the knowledge of DePriest's 10% ownership of the company and the related facts involving other major investors/creditors associated with Trammell/Southeastern.

As a listed creditor and alleged 2% equity owner of Maritime according to the documents filed with the Court it is in the respective interests of creditors to see that legitimate claims that are filed against Maritime are for the benefit of legitimate creditors of Maritime and not the possible debt of DePriest. With respect, that is the purpose of this letter.

By copy of this letter I am advising the FCC accordingly.

Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Fred C. Goad
Partner
Voyent Partners, LLC

Telephone: 615 373 1327 (ext. 204)
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Mobile: 615 330 3269
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Cc: Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Peter Harmer
PO Box 159341
Nashville, Tennessee 37215

By email: psrharmer@aol.com

INDEX TO EXHIBITS

- 1. July 1, 2010 – Letter to Peter Harmer – DePriest loan**
- 2. Donald DePriest – Chairman of MCT Corp.**
- 3. May 15, 2008 - Circuit Court of Lowndes County Mississippi (Case #2008-0079-CV1) – Goad vs. DePriest**
- 4. March 2006 – Critical RF contract**
- 5. June 3, 2010 – Donald DePriest Responses**
- 6. March, 2009 - Maritime notes**
- 7. February 11, 2009 – IRS Lien - \$1,122,850.18.**
- 8. November 2011 – Oliver Phillips – Proof of Claim**
- 9. May, 2009 - Columbus Dispatch – DePriest Trial**
- 10. June 30, 2009 – Chancellor Kenneth Burns –**
- 11. October 2009 – DePriest - Motion to Stay Execution of Judgment**
- 12. MariTel – FCC filings**
- 13. September 13, 2011 – DePriest Unsecured Non-Priority Claim**
- 14. Southeastern Commercial Finance, LLC**



September 4, 2012

CONFIDENTIAL

Sammye S. Tharp, Esquire
United States Trustee, Region 5
United States Department of Justice
501 East Court Street - Suite #6-430
Jackson, Mississippi 39201-4142

USPS Express Mail

**Re: Maritime Communications/Land Mobile, LLC
Chapter 11 Petition
Case No. 11-13463-DWH
Filed in the:
United States Bankruptcy Court
Northern District of Mississippi
Cochran U.S. Bankruptcy Courthouse
703 Highway I-45 North
Aberdeen, Mississippi 39730**

Dear Ms. Tharp,

Further to my letter of May 16, 2012 (with exhibits), as a creditor of Maritime Communications/Land Mobile, LLC (Maritime) and, more specifically, Donald R. DePriest (DePriest), as personal guarantor of Maritime, I am writing again concerning the above-mentioned matter. As a creditor and a concerned citizen, I have some additional concerns that have arisen out of recent proceedings in this bankruptcy case, and I would like to share them with you, as Trustee.

On July 2, 2012, Chief Administrative Law Judge Richard L. Sippel (the ALJ) in the FCC proceedings involving Maritime issued several rulings, one of which was the Order that "*Maritime's bankruptcy counsel File a current and complete in all respects **Status Report on Maritime's bankruptcy proceedings by 12 noon July 3, 2012.***"

Maritime filed a Status Report on July 3, 2012, a copy of which I have attached for your reference. **(Exhibit 1)**

Maritime is currently involved in two separate legal arenas, namely, the extensive FCC investigation of Maritime as a result of the FCC **Order to Show Cause, Hearing Designation Order, and Notice of Opportunity for Hearing** (OSC) of April, 19, 2011 and Maritime's bankruptcy case. The disposition of the assets of the United States Government, *i.e.* the spectrum, is a common thread that ties the two cases together.

The Status Report submitted by Maritime to the FCC on July 3, 2012 contains a proposed Plan of Reorganization that has been approved by the **Official Committee of Unsecured Creditors and Choctaw Telecommunications, LLC** (Choctaw).

Maritime's proposed Plan of Reorganization, filed with the Bankruptcy Court, provides for the assignment of all of Maritimes licenses to Choctaw in exchange for the claims of Choctaw's members against Maritime. The Plan of Reorganization appears to be a *fait accompli* without mention or consideration of the ongoing investigation by the FCC.

The Plan of Reorganization states that Choctaw is composed of: (1) **Collateral Plus Fund I, LLC** (CPFI); (2) **Patrick Trammell**; (3) **Watson and Downs Investments, LLC**; and (4) **Robert Hollis, III**.

CPFI is owned by Burch Investments and Pinnacle Bank, Nashville, Tennessee. Lucius Burch, Chairman of Burch Investments, has been a close personal friend of Donald DePriest for more than 25 years and was an investor (not operator) in Charisma Communications that was formed by DePriest in 1984 and was very successful.

Three of the other Choctaw members, Patrick Trammell; Watson and Downs Investments, LLC; and Robert Hollis, III also have an interest in Southeastern Commercial Finance, LLC (SECF), Birmingham, Alabama and are the sole members of the Board of Managers of SECF.

Patrick Trammell, a close personal friend of DePriest, founded SECF in 1996 and holds a 26.34% interest in SECF and has provided Debtor-in Possession (DIP) financing to Maritime on three occasions since Maritime filed for bankruptcy protection on August 1, 2011.

The Plan further states that DePriest owned a "passive" 10.52% membership in SECF until July 2, 2012 (during the "arms length" Maritime DIP financing arrangements and one day before the Status Report was filed) when he surrendered his membership in SECF in exchange for cancellation of his debt obligation in SECF.

It is proposed that Choctaw will seek buyers for Maritime's license assets and that Donald or Sandra DePriest: (1) will not have any interest in Choctaw; (2) will not share in any of the proceeds from the sale of the license assets of Maritime; and (3) will not have any involvement in Choctaw or any future operations pursuant to the licenses.

The Status Report states that the formal Plan of Reorganization will be submitted for vote and Court approval in late September.

Upon confirmation Maritime and Choctaw will submit an application for FCC consent to the assignment of all of Maritime's licenses to Choctaw, accompanied by a request for Second Thursday treatment.

With respect, the Plan of Reorganization proposed by Maritime as proposed in the Status Report would appear to be an attempt by Maritime to perpetrate the final scam on the United States Government under Bankruptcy Court protection following the formation of Maritime in 2005 and its questionable participation in Auction #61 that has ensued since August, 2005.

On September 23, 2011, Sandra DePriest stated in her sworn deposition in the Bankruptcy proceeding as President of Maritime that her experience prior to the formation of Maritime in February 2005 was the ownership of "small rental units."

The members of the newly formed Choctaw, both individually and collectively as a group, have no telecommunications knowledge or experience. Further, as a result of the lack of knowledge of the Choctaw group it is impossible to assume or believe that Donald DePriest with his prior lengthy personal and extensive financial relationship with members of Choctaw and knowledge of the telecommunications industry will have no further involvement with the telecommunications business, stated or otherwise, in Choctaw's successor operation of Maritime.

Fundamental and crucial to the Bankruptcy case and the FCC action is the means by which the assets (spectrum) were obtained by Maritime and the resultant ownership. It is clearly stated in the FCC's OSC that Maritime violated numerous FCC rules as a participant in Auction #61 and have been consistently evasive in responding to FCC inquiries for seven years. While acknowledging the separate nature of the two simultaneous actions of the FCC and the bankruptcy of Maritime, **the ownership of the spectrum must be determined.**

A review of Maritime's relationship with the FCC reveals a contentious situation from the outset following Auction #61 in August 2005. Unfortunately, for whatever reason, it appears that it took five years before the Enforcement Bureau (EB) of the FCC became involved with the investigation of Maritime in 2010 following years of evasive and less than candid responses by Maritime to inquiries from the Wireless Bureau (WB) of the FCC. It was this mendacious behavior by Maritime that precipitated the action of the FCC and the resultant investigation. Time and "lack of candor" should not be on the side of Maritime.

The FCC investigation of Maritime as set forth in the OSC issued by the Federal Communications Commission to determine whether:

"Maritime Communications/Land Mobile, LLC is qualified to be and to remain a Commission licensee, and as a consequence thereof, whether any and all of its licenses should be revoked, and whether and all of the applications to which Maritime is a party should be denied..."

and whether Maritime should be ordered to repay to the United States Treasury the full amount of the bidding credit, plus interest, that it received as a result of claiming designated entity status in Auction No. 61; whether a forfeiture not to exceed the statutory maximum should be issued against Maritime for apparent violations of the Commission's rules: and whether Maritime and its principals should henceforth be prohibited from participating in FCC auctions"

continues despite the anticipated stay of the investigation by Maritime as a result of the bankruptcy filing.

On May 31, 2012, the EB issued a Joint Limited Stipulation Between Enforcement Bureau and Maritime and Proposed Schedule that set forth tentative new hearing and procedural dates that extended the original by almost one year:

Discovery Completed	Wednesday, November 21, 2012
Direct Cases Exchanged	Friday, December 21, 2012
Witness Notification	Monday, January 7, 2013
Evidence Admission Session	Wednesday, January 23, 2013
Trial Briefs EB, Maritime, Skytel	Monday, February 4, 2013
Hearing Commences	Tuesday, February 26, 2013

Maritime's filing of (a) Chapter 11 Bankruptcy petition on August 1, 2011 subsequent to the OSC filed earlier by the FCC on April 19, 2011 involving Maritime and, (b) the subsequent claim by Maritime of FCC's "Second Thursday" policy following the bankruptcy filing by Maritime do not appear, at present, to have stayed the ongoing investigation of Maritime by the FCC as Maritime had anticipated.

The issues referenced in the OSC dated April 19, 2011 have not been resolved to date and have occasioned the revised dates as a result of the continued obfuscatory action of Maritime in the OSC investigation.

Following the filing of the bankruptcy petition, Maritime immediately sought the invocation of the FCC's Second Thursday doctrine concerning the assignment of the spectrum to "innocent creditors" that had been negotiated by Maritime during the FCC investigation. Despite Maritime's maneuvering of the legal processes in both proceedings in an effort to retain its highly questionable right to retain the spectrum, the legitimacy of Maritime's claim to the spectrum remains under investigation by the FCC. The FCC's proceeding is based on alleged false representations and "lack of candor" by Maritime in Auction #61 that allowed Maritime to become a licensee. As stated in the OSC, there exists the possibility that the FCC will revoke the licenses.

With respect, fraudulently obtaining property by material false representations is theft of property by any standard.

Theft, no matter the means or method, is theft.

The Proof of Claim submitted by the FCC to the Bankruptcy Court on January 30, 2012 in the amount of amount of \$6,315,635.65 is comprised of three components and is based on the pre-petition conduct of Maritime alleged to be in violation of FCC's rules as detailed in the OSC.

The first component claimed in the Proof of Claim by the FCC is the amount that Maritime is alleged to have improperly received as bidding credits in connection with Maritime's bids in FCC spectrum auctions totaling \$1,955,000.00.

The second component claimed in the Proof of Claim by the FCC is for interest on the claimed bidding credits from the date that the licenses were granted through the date that Maritime filed its bankruptcy petition on August 1, 2011 totaling \$642,635.65.

The third component claimed in the Proof of Claim by the FCC is for what is believed by the FCC to be the maximum potential amount of forfeitures that the FCC could impose against Maritime for alleged violations pertaining to certain FCC rules totaling \$3,718,000.00.

It is apparent that Maritime claimed bidding credits in Auction #61 to which it was not entitled. It is also apparent that the issue of disclosable interest in the application filed with the FCC by Maritime, under penalty of perjury, remains an issue with the FCC. False representations made by Maritime in Auction #61 should not be the means by which Maritime is able: (1) to obtain the spectrum and, then, (2) to seek the protection of the bankruptcy court to retain the spectrum.

It would seem that an objection to the assignment of the licenses by the FCC, acting on behalf of the United States, would render the transfer null and void and the assignment would be stopped dead in its tracks. Ultimately, the owner of the property (spectrum) in question is the United States not Maritime. Therefore, the assignment of the licenses must be approved by the United States through its authorized agency, which, in this case, is the FCC. As a result, the transferee (CII) would not accept the transfer based on a possible claim of theft by the United States and the Reorganization Plan would fail, as there can be no innocent buyer of stolen property.

Lack of knowledge and payment of consideration for stolen property are worthless in converting stolen property from ownership of the theft victim to any persons, no matter how far down the line those persons are or how innocent the knowledge of the transferee or the transferor. **There can be no innocent buyer of stolen property.** Any amount of due diligence by the transferees, in this case, the Critical Infrastructure Industries (CII's) would have revealed the lengthy dispute between Maritime and the FCC subsequent to Auction #61 and the challenge to the results of Auction #61.

If an innocent transferee paid money for the stolen property, the innocent transferee's remedy, surely, is against the entity to which the money was paid, namely, Maritime, and does not warrant the protection of the bankruptcy court. In short, the description of "innocent creditors" cannot be truthfully assigned to the CII's in the Maritime case.

With respect, it almost appears as though there is a divided house concerning Maritime; one side, a U.S. regulatory agency, the FCC, initiating proceedings that appear likely to result in the revocation of FCC licenses, and the other side, a U.S. Bankruptcy Court, considering the assignment of those same FCC licenses as if they were assets legitimately owned by the debtor, Maritime.

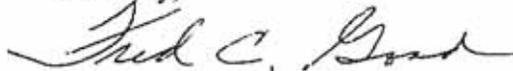
I am a creditor in the Maritime case but, most importantly, I am a concerned citizen with the fervent hope that truth, no matter the consequence, will come to light and that the government's interests (i.e., U.S. taxpayers) will be protected in this matter.

Please do not hesitate to contact me if you have any questions or need additional information.

By copy of this letter I am advising the FCC accordingly.

Thank you for your consideration of my comments.

Sincerely,



Fred C. Goad
Partner
Voyent Partners, LLC

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Mobile: 615 330 3269
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Cc: Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Peter Harmer
PO Box 159341
Nashville, Tennessee 37215

By email: psrharmer@aol.com

FRED GOAD

June 20, 2013

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC

Filed Electronically

Dear Secretary Dortch,

RE: WT Docket No. 13-85

I am submitting this comment in strong **OPPOSITION** to the application for assignment of the licenses and I am, respectfully, advocating the **DENIAL** by the Commission of the assignment of the licenses under “*Second Thursday*” doctrine to Choctaw Holdings, LLC.

I am an Angel Investor and founding partner of Voyent Partners, LLC in Brentwood, Tennessee and am listed in the Verification of Creditor Matrix and the List of Equity Security Partners as filed by Maritime Communications/Land Mobile, LLC (MCLM – Maritime) in the recent bankruptcy case.

As a creditor of MCLM and, more specifically, Donald R. DePriest, as personal guarantor of MCLM, I have been following the progress of the MCLM proceedings at the FCC with interest for the past several years.

Additionally, I have written on two occasions to Sammie S. Tharp, Esquire; United States Trustee, Region 5 United States Department of Justice, Jackson, Mississippi during the recent bankruptcy proceedings of MCLM to state my concern about MCLM.

In reviewing the sworn Deposition of Sandra DePriest, President of MCLM, as taken in Aberdeen, Mississippi on Friday, September 23, 2011 before the U.S. Trustee Representative and various creditors at the Creditors Meeting involving the above-mentioned bankruptcy proceedings of MCLM and reviewing the list of Equity Security Partners and Sandra DePriest’s Deposition I learned I am listed as a 2% owner of MC/LM. I have never been advised at any time by MCLM of an ownership position.

I loaned D. DePriest \$400,000.00 on November 2, 2005 for a period of five (5) months to assist in the purchase of Critical RF. I have never met nor do I know Sandra DePriest.

The loan was to be repaid in full on March 1, 2006 by D. DePriest from the proceeds of the anticipated and imminent sale of MCT Corp that he had discussed with me and was being negotiated by D. DePriest.

D. DePriest served as Chairman of MCT Corp and owned one million shares of MCT Corp. I am aware that DePriest has repeatedly declared his non-active role in MCT Corp. At the time of my loan DePriest had been and continued to be a very active chairman and it was on that basis that I loaned him the funds to buy Critical RF.

MCT Corp. was sold in July, 2007 for \$300 million at a stock price of approximately \$19.00, per share, which would have produced approximately \$19 million for DePriest. However, my loan was not paid by D. DePriest, as agreed, despite repeated assurances of repayment by D. DePriest.

After more than two years following the maturity of the note and one year following the sale of MCT Corp in 2007, I filed a lawsuit in the Circuit Court of Lowndes County Mississippi (Case #2008-0079-CV1) on May 15, 2008 to collect the debt. I have received approximately \$250,000.00 in part payment to date and no legal expenses recovered.

In her Deposition, Sandra DePriest described the lawsuit that I filed against Donald DePriest and stated that my two percent interest "*that's listed in the list of equity security holders*" is disputed and is the "*basis of the dispute.*" Sandra DePriest continued: "*It's more like an internal issue.*"

With respect, Sandra DePriest's statements in her Deposition concerning my relationship with Maritime are completely without merit.

The **sole** basis of my lawsuit against DePriest was the default of my November, 2005 loan to Donald DePriest and was totally unrelated to my alleged 2% equity in Maritime that had never been disclosed to me until the filing of the MCLM bankruptcy.

It appeared that my loan to DePriest had become the liability of MCLM.

At no time, during my discussions with D. DePriest and prior to making the loan to DePriest and, subsequently, did I ever discuss the existence or the nature of MCLM's business with Sandra DePriest, the alleged President of MCLM.

My entire dealings prior to the receipt of the note were with Donald DePriest, exclusively. It was not until I received the executed note in the name of Maritime that I became aware of MCLM.

The proceeds of my loan to DePriest were for the express and stated purpose by D. DePriest to allow D. DePriest to purchase Critical RF, a state of the art VOIP company in Florida, owned by Stephen Calabrese.

It was not until 2011 that I learned that DePriest actually only paid \$1,000.00 in March, 2006 to Calabrese for Critical RF as evidenced by the contract between DePriest and Critical RF.

DePriest had totally misrepresented the purpose of the loan to me that now appears to be Enronesque in nature and has left \$399,000.00 strangely unaccounted for to this date.

On June 3, 2010, slightly more than one year before Maritime filed its Chapter 11 petition, Donald DePriest supplied answers to a series of Interrogatories relating to my lawsuit.

A review of the Answers and Responses to my Post-Judgment Interrogatories and Requests for Production of Documents reveals several important facts.¹

The answers were stipulated to be as of the date of the judgment against D. DePriest in my case which was November 3, 2008.

At the time of Donald DePriest's responses (June 3, 2010) and since November, 2008:

- DePriest was not employed (page 1)
- DePriest did not receive a paycheck and "earnings since November, 2009 are minimal" (page 2)
- DePriest owed in excess of \$16.1 million (pages 7-9)
- DePriest owned 10% of Southeastern Commercial Financial, LLC (page 11)
- DePriest had unsatisfied judgments in excess of \$12.2 million that included a Judgment in favor of Oliver Phillips in the amount of \$9.1 million (page 21)

In short, DePriest had an admitted combined total of debt and judgments of more than \$28.3 million with "minimal income" and no paycheck.

The debt service on the disclosed total DePriest owed at the time of his Response which was \$16.1 million would be estimated to be in excess of \$800,000.00, per year, at a conservative interest rate of 5%

However, by DePriest's own admission there does not appear to be any source of income to meet the obligations as listed by DePriest.

¹ June 3, 2010 – Circuit Court of Lowndes County, Mississippi – Fred C. Goad vs Donald R. DePriest and Maritime Communications/Land Mobile, LLC – Case #2008-0079-CVI - Defendant, Donald R. DePriest's Answers and Responses to Plaintiff's Post Judgment Interrogatories and Requests for Production of Documents -

In short, in mid-2010 Donald DePriest appeared to be insolvent at the time of the judgment in my case.

From the facts that emerged from D. DePriest's sworn Deposition in my case it appeared that D. DePriest used Maritime as a vehicle to borrow money while limiting his financial exposure and liability as a result of D. DePriest's declared non-ownership of Maritime.

The alleged "sole" ownership of Maritime by Sandra DePriest appeared to create a legal barrier for personal liabilities and judgments incurred by Donald DePriest in his previous business dealings and it is in that context that I am writing to you at this time.

I have obtained copies of a series of notes and related documentation of other creditors involved in the Maritime bankruptcy that would appear to confirm my conclusion of DePriest's use of Maritime as a source of funds.²

As an investor with over thirty years experience, it is difficult to understand the business practice of a company that would consider the negotiation and acceptance of the terms of a series of short term loans totaling \$475,000.00 by the husband/manager/guarantor (who is insolvent) at a rate of 25% PA each with six month maturities thereby encumbering the company with an expense of more than \$9,000.00, per month, or \$118,000.00, per year, other than an extreme emergency or **the anticipation of an imminent, huge windfall.**

It should be noted that six weeks prior to the arrangement of afore-mentioned loans by DePriest the IRS had filed a Notice of Federal Tax Lien against Donald R. DePriest on February 11, 2009, for the tax periods from March 2005 through June 30, 2007 covering unpaid withholding taxes for that period in the amount of **\$1,122,850.18**. DePriest was serving on the Board of the Tennessee Valley Authority following his appointment by President Bush at the time of the filing of the lien.

The Statement of Financial Affairs filed on September 7, 2011 in the MCLM bankruptcy case states that Maritime received \$1,018,912.39 in 2009 in gross income from spectrum sales and leases.

² - On March 10, 2009 **Retzer Resources, Inc.** loaned Maritime \$200,000.00 @ 25%, PA due on August 31, 2009 **with the personal guaranty of DePriest**
 - On March 26, 2009 **Michael P. Dunn** loaned Maritime \$50,000.00 @ 25% PA due on September 26, 2009 **with the personal guaranty of DePriest** - (Claim 78)
 - On March 26, 2009 **Douglas Sellers** loaned Maritime \$25,000.00 @ 25%, PA due on September 26, 2009 **with the personal guaranty of DePriest** - (Claim 79)
 - On March 26, 2009 **Sexton, Inc.** loaned Maritime \$200,000.00 (subsequently amended and Restated) @ 25% PA due on December 15, 2009 **with the personal guaranty of DePriest.** ²

This income would bring into question the need for Maritime to negotiate additional short term loans with 6 month maturities totaling \$475,000.00 at the excessive rate of 25% in the same year. The defaulted amount of the four above-mentioned notes now stands at more than \$767,700.00 and appears to have become the liability of Maritime.

The real use of the proceeds of these loans appeared to coincide with the filing of the IRS lien against DePriest and the urgent need for D. DePriest to raise funds to pay the IRS.

Additionally, on November 30, 2011, a Proof of Claim in the Maritime case was filed in the Bankruptcy Court by Oliver Phillips in the amount of \$6,500.00.00 supported by a Contract and Settlement Agreement between Oliver L. Phillips and Donald R. DePriest (undated). (Claim 66-1).

A review of the D. DePriest's Response to the Interrogatories put forth in my case dated June 3, 2010 lists a Judgment in favor of Oliver Phillips in the amount of \$9,133,230.00 and is referenced in the Contract and Settlement Agreement submitted to the Bankruptcy Court.

The trial that took place in May, 2009 involving Oliver Phillips and the referenced judgment was the result of breached contracts and defaulted notes involving MCT Corp. and other related DePriest companies prior to the formation of Maritime and had no connection whatsoever with S. DePriest's Maritime.

A review of the Judgment issued on June 30, 2009 by Chancellor Kenneth Burns in favor of Oliver Phillips does not contain any mention of Maritime.

Following the judgment in favor of Phillips, DePriest sought to stay the execution of the judgment claiming imminent personal bankruptcy and appealing to the Supreme Court of Mississippi to grant a Stay of Execution of the judgment. The claim of imminent bankruptcy by DePriest to the Court would appear to confirm the assertion of DePriest's insolvency.

After almost 2½ years following the trial between Phillips and DePriest and the Court ordered judgment against DePriest in the amount of \$9.1 million and the threat of execution of the judgment by Phillips it appears that Phillips and DePriest have reached a **Settlement Agreement** (undated) to pay Phillips \$6.5 million.

Phillips' claim against Donald DePriest in the amount of \$9.1 million that had been dormant for two years has suddenly emerged into an obligation of Maritime (Sandra DePriest) in the bankruptcy proceeding at a 38% reduction for an amount of \$6.5 million.

It appears as though the numerous claims that Phillips had against DePriest that were the basis of the trial in May, 2009 that resulted from previous dealings between the two individuals and had nothing to do with Maritime and that resulted in the \$9.1 million judgment in June, 2009 have been settled by Phillips for a 37% discount and the assumption of a \$6.5 million creditor position in Maritime in November, 2011.

The Settlement Agreement reduces Phillips' claim from \$9.1 million to \$6.5 million, a reduction of \$2.6 million or 28% and omits the loss of interest on the judgment principal for 2½ years.

The claim of interest which was granted in the Judgment would have added an additional \$1,365,000.00 at a nominal rate of 6% PA to Phillips's claim for a total of \$10,465,000.00 and a true judgment reduction of more than 37%.

Attached to the Settlement Agreement is a **Lump Sum Payment Schedule** that appears to permit a discount to DePriest if payment under the Agreement is made prior to certain stipulated dates, the first payment date being **June 30, 2010**, and then in six month intervals thereafter with the final payment being due on December 31, 2012.

The existence and dates of the Lump Sum Payment Schedule would appear to indicate that the Agreement was negotiated between Phillips and DePriest sometime **before** June 30, 2010 and appeared to anticipate a major liquidity event within two years or two and a half years from the date of execution of the Agreement prior to June 30, 2010 in order to permit timely settlement of the Agreement.

Evidently, the liquidity event has not occurred as of the date of filing the Agreement on November 28, 2011.

It is noteworthy that Oliver Phillips and the Agreement are not listed in the Maritime Chapter 11 Bankruptcy hearings as a Creditor in the initial **Verification of Creditor Matrix** (filed August 15, 2011), the **List of Creditors Holding 20 Largest Unsecured Claims** (filed August 17, 2011) or **Creditors Holding Secured Claims** (filed November 15, 2011)

DePriest's substantial personal financial Court ordered judgment in favor of Phillips that DePriest had claimed in an appeal to the Supreme Court of Mississippi in October, 2009 would push him into personal bankruptcy if executed by Phillips has suddenly morphed 2½ years later into an obligation of Maritime in 2011 and substantially dilutes Maritime's ability to pay its creditors.

It appears as though DePriest has been able to create a multi-million dollar obligation of Maritime that was previously undisclosed and that had been D. DePriest's Court ordered personal liability resulting from breached contracts and defaulted notes involving MCT Corp. and previous business dealings of DePriest not MC/LM.

The ability of DePriest to execute the Settlement Agreement prior to June 30, 2010 with Phillips would appear to confirm that DePriest's position in MCLM was substantially more than as an unpaid consultant with no compensation and no ownership in Maritime as stated, under oath, by Sandra DePriest in her deposition in Bankruptcy Court.³

³ Transcript of Sandra DePriest; September 23, 2011; United States Bankruptcy Court for the Northern District of Mississippi in the case of Maritime Communications/Land Mobile, LLC

A review of the Settlement Agreement also includes the agreement by DePriest to transfer to Phillips 387,780 shares of **MariTel, Inc.**, an FCC licensee with operations in the Mid and Northern Atlantic, Mississippi River, Great Lakes, Northern and Southern Pacific, Alaska and Hawaii.

In the Settlement Agreement DePriest *“further agrees to execute any and all documents necessary to effectuate said transfer and delivery of those Maritel, Inc. shares simultaneously with the execution of this agreement.*

DePriest further agrees to execute the assignment of Maritel, Inc. shares attached hereto as Exhibit D, and in the event any other documents necessary to effectuate the transfer and delivery of the MariTel, Inc. shares on the corporate books are not available on the date of this agreement, DePriest agrees to provide those documents and/or the information necessary to obtain those documents to Phillips within thirty (30) days of the execution hereof.”*

However, a review of FCC filings currently lists DePriest’s ownership in MariTel, Inc at 24.24% and there is no mention of the transfer of stock ownership to Phillips as evidenced by the Agreement and despite the agreed undertaking by DePriest to *“...effectuate the transfer and delivery of the MariTel, Inc. shares on the corporate books...”*

The continued existence of the MariTel, Inc. shares in DePriest’s name from March 10, 2010 also would appear to have been a misrepresentation of the facts to the U.S. Bankruptcy Court.

However, Section 310(d) of the FCC Rules states:

“No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.”

It would appear that DePriest violated FCC rules in undertaking an agreement with the transfer of his interest in MariTel, Inc to Phillips without application to the Commission which would also appear to be a misrepresentation of the facts to the U.S. Bankruptcy Court.

Effectively, DePriest has attempted to settle Phillips’ judgment by transferring his personal liability to Maritime’s corporate bankruptcy settlement in order to avoid Phillips’ execution of the 2009 judgment.

The settlement of the Phillips' claim would be, in essence, appear to be another transference of the outstanding and unsatisfied personal liability of DePriest to the corporate liability of MCLM, a company that has no admitted connection to DePriest other than a management contract with no compensation (Sandra DePriest's Deposition, pages 28-29).

Additionally, the listing of DePriest's claim of an Unsecured Non-Priority Claim in the amount \$3,950,000.00 as listed on Schedule F of the Chapter 11 Bankruptcy petition dated September 7, 2011 is confusing.

It is difficult to determine the source of the funds that comprise this "Unsecured" claim by DePriest as all disclosed assets appear to be pledged as collateral on various loans thereby eliminating any equity.

As DePriest stated previously in his response to the Interrogatories in my case one year earlier and referenced above that: (1) he was not employed and (2) he did not receive a paycheck and (3) his "earnings since November, 2009 are minimal."

S. DePriest's Deposition further confirmed that her husband, Donald, received no remuneration for his management consultancy services at Maritime.

The confirmation by DePriest of numerous unsatisfied judgments totaling more than \$12 million would appear to confirm DePriest's inability to satisfy his court ordered obligations as a result of "minimal income" much less the ability to invest almost \$4 million in his wife's company and circumvent court awarded judgments between June, 2010 and November, 2011.

Absent an identified and confirmed source of funds it is as though DePriest has capitalized a portion of the defaulted loans that bear his personal guaranty and were borrowed in the name of Maritime to create a claim by DePriest in the MCLM reorganization Chapter 11 plan and settlement.

As a creditor and alleged 2% equity owner of Maritime according to the documents filed with the bankruptcy Court it is in the respective interests of creditors to see that legitimate claims that are filed against MCLM are for the benefit of legitimate creditors of Maritime and not the possible debt of DePriest.

It is my firm belief that the proceeds of my loan were used for purposes other than the purchase of Critical RF. DePriest did not intend to repay my loan from the sale of MCT in 2007. The entire transaction appears to be a Ponzi scheme whereby the proceeds were used for purposes different than originally stated and that DePriest coordinated the strategy to conclude the transaction and leverage Critical RF to borrow additional money.

It appears that Donald DePriest used whatever means available to him at the time in order to achieve his primary objective of raising money to offset his substantial liabilities.

By intentionally placing his wife, S. DePriest, as owner of MCLM, DePriest avoided the possible attachment of his wife's assets in settlement of a judgment and permits any profits earned by MCLM to go to S. DePriest and not to her husband.

Following the bankruptcy of MCLM in August, 2011 and the immediate invocation of "*Second Thursday*" doctrine to permit the assignment of the MC/LM licenses without interruption, it is apparent that various creditors of MC/LM did not perform the necessary due diligence to determine the financial viability of MC/LM.

The ability of D. DePriest to blatantly misrepresent the purpose of my loan is an indication of the character of the individual.

An applicant's misconduct as it might relate to its willfulness, its repetitiveness and its recency would seem to be the best indicators of future performance. It would seem that the three aforementioned factors would be able to be determined without ambiguity or confusion. Basically, "*what you have seen is what you are going to get*" could be the overriding result of the examination of the three factors.

Therefore, it is in the context of the examination of Donald DePriest's recent business activities that a pattern of behavior by D. DePriest emerges that would appear to reveal future behavior.

The ability of Donald DePriest to negotiate loans with individuals/companies for an allegedly creditworthy company that is allegedly owned by his wife and that Donald DePriest guaranties as an insolvent guarantor appears to be strategic planning by Donald and Sandra DePriest to leverage assets of the U.S. government for personal benefit and circumvent Court judgments for unpaid debt.

The sole resolution to Donald DePriest's large, unsatisfied financial obligations that increase daily is the much needed success of Maritime. Donald DePriest's legally established non-relationship with Maritime would appear to be the intentional circumvention of personal liability by Donald DePriest, conspiracy between spouses and fraudulent in intent.

MCLM has all the appearances of a shell company that was formed to salvage the admitted financial problems of Donald DePriest at the expense of the FCC and the US taxpayer. It is, therefore, hard to believe that those who chose to be identified as "innocent creditors" are, in fact, innocent creditors.

I acknowledge that my comments relate in large part to the bankruptcy proceedings in another jurisdiction. However, central to the situation is the motivation and character of the individuals involved before the FCC, Donald and Sandra DePriest.

As a creditor, it is my desire to see that the issues are resolved fairly and justly and not influenced by the creation of a false facade of innocence under the doctrine of "*Second Thursday*."

I accept responsibility for poor judgment in extending credit to Donald DePriest and do not wish to hide behind a claim of "innocent creditor" in an attempt to be repaid. My failure to investigate Donald DePriest and his manipulative financial history of default and breached contracts is my fault and mine alone.

Both investors in Choctaw Holdings, LLC, the heir apparent to MCLM, comprised of Lucius Burch and Pat Trammell who are long time close personal and business associates of D. DePriest and have millions of dollars at stake in the proposed assignment as investors not operators, cannot be unaware of the basis of the formation and purpose of MCLM.

There can be no means to assure the public taxpayer or the FCC that D. DePriest will not benefit financially from the assignment of the licenses to Choctaw in some manner.

The undertaking by Donald and Sandra DePriest to not benefit from the assignment of licenses to Choctaw is valueless. I speak from experience.

The elimination of millions in direct and indirect debt by assigning the MCLM licenses to the largest creditors is itself a benefit of immeasurable benefit.

Therefore, it is with respect, that I request that the FCC **DENY** the assignment of the MCLM licenses to Choctaw Holdings, LLC. and allow me to pursue Donald DePriest, personally, without the remedy of Choctaw to settle DePriest's debt and the implementation of the "*Second Thursday*" doctrine.

Respectfully submitted,

Fred Goad

Voyent Partners

DIRECT TESTIMONY OF STEVE CALABRESE

**Direct Testimony of
STEVE CALABRESE**

I, Steve Calabrese, hereby state my direct testimony as follows:

1. I give this direct testimony in the case of In re MARITIME COMMUNICATIONS/LAND MOBILE, LLC, EB Docket No. 11-71. I give this testimony in the hearing on Issue (g), whether Maritime Communications/Land Mobile, LLC (MCLM) constructed and operated 16 radio stations. I understand that I will be called to testify and will be subject to cross-examination on the matters set forth herein.
2. I entered into a transaction for Critical RF to be acquired by MCLM in late 2005, early 2006, based on misrepresentations made by MCLM and DePriest. When MCLM bought my company, Reardon only talked about what Donald DePriest wanted or needed done. I met Donald DePriest about seven times. I agreed to continue to work at my former company under ownership of MCLM as Chief Technical Officer. In 2006, I moved to Jeffersonville, Indiana to work at the location specified by MCLM. I continued to work for Critical RF until 2010 when I discovered that my company had been used in a business opportunity misrepresentation.
3. I reviewed FCC license WRV374. I understand that the locations on that license that are in dispute in this proceeding are: Loc. 14, Selden, Suffolk County, NY; Loc. 15, Verona, Essex County, NJ; Loc. 16, Allentown, Lehigh County, PA; Loc. 18, Valhalla, Westchester County, NY; Loc. 25, Perrinville, Monmouth County, NJ; Loc. 33, New York, New York; Loc. 35, Rehobeth, Bristol County, MA and Loc. 40, Hamden, New Haven County, CT.
4. To the best of my knowledge, operations at these locations were discontinued no later than 2009, based on removal of the equipment and sale of the equipment to a third party. Operations may have been discontinued as early as 2007 due to lack of customers.

5. In 2009, I was asked to assist MCLM to remove the equipment from some of these locations and bring it to Jeffersonville, Indiana. My understanding at that time was that the equipment was being removed to avoid having it seized by creditors of MCLM and to enable MCLM to sell the used equipment. I declined to assist with removal of the equipment. I did not personally witness the equipment being removed from any of these locations. I did take Tim Smith to rent the van to be used.

6. A large quantity of equipment arrived in Jeffersonville, Indiana. I personally witnessed this equipment in Jeffersonville, Indiana. I was not given an inventory of the equipment but I had to help Tim Smith unload the equipment and store it in the building. I do not know whether the equipment I saw included all of the equipment from all of the disputed locations on the WRV374 license.

7. In discussions at the office with Tim Smith, I was advised that a representative of Mr. Kurian from Nevada to inspect and purchase the equipment. I helped him load it on his truck for transport. This was about three to four months after the equipment was brought back to our office.

8. MCLM leveraged the Critical RF technology to create inexpensive channel markers. The channel markers were used by MCLM to make it appear that stations continued on the air. The channel markers are capable of playing prerecorded messages or files to make it appear that the channels are being used.

9. I saw Bill Baird and Tim Smith of MCLM putting the channel markers together. The channel marker is a simplex radio that sends out a marker on the specific frequency programmed into it. I did not see any duplexer. The channels markers created out of the

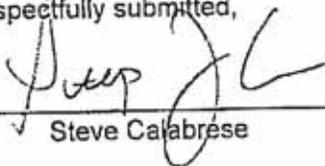
Watercom radios only had a transmitter. They had no receivers. The ones made out of TAIT, Kenwood or Motorola mobile radios had receivers.

10. The channel markers only work on one channel (one frequency). MCLM used Critical RF circuit boards with various radios including Watercom 25 kHz FM radios, Kenwood MPT radios TAIT MPT radios and Motorola CDM Passport radios. The Watercom radios only had 10 W and the Motorola, Kenwood and TAIT radios had around 20W. I don't believe there were power amplifiers.

11. The Passport radios from Motorola did not have interconnect. There was no telephone option for subscribers. There was no keypad on the subscriber radios to dial a number. I was told that they did not have interconnect at a base station because it was too expensive. They did not have interconnected services. I saw some rate sheets that show they were not offering interconnect. Tim Smith told me that they were not interconnecting and could not afford to do so. Based on my knowledge of the channel markers, they would be unable to operate an interconnected system with the markers.

I declare under penalty of perjury under the Laws of the United States that the forgoing statements are true to the best of my knowledge, information and belief.

Respectfully submitted,


Steve Calabrese

Dated: 9/15/14

CERTIFICATE OF SERVICE

The undersigned, a secretary at Chadbourne & Parke, LLP, hereby certifies that she has arranged for hand delivery by noon this on this 16th day of September, 2014, of the foregoing ENL-VSL Direct Case Exchange to:

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/s/
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