In re

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 CORPORATION, INC.; ATLAS PIPELINE – MID CONTINENT, LLC; DENTON COUNTY ELECTRIC COOPERATIVE, INC., DBA 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, 0004309872, 0004310060, 0004314903, 0004315013, 0004430505, 0004417199, 0004419431, 0004422320, 0004422329, 0004507921, 0004153701, 0004526264, 0004636537 & 0004604962

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

REVISED JOINT CONFIDENTIALITY DESIGNATIONS OF MARITIME AND CHOCTAW IN RESPONSE TO THE PRESIDING JUDGE’S ORDER, FCC 15M-3

Maritime Communications/Land Mobile, LLC (“Maritime”), Choctaw Telecommunications, LLC, and Choctaw Holdings, LLC (“Choctaw”), by submit these revised joint confidentiality designations in response to the Presiding Judge’s Order (FCC 15M-3; rel. Jan. 16, 2015).¹

¹ The confidentiality designations are submitted pursuant to procedures set forth in Section 10(b) of the Protective Order governing this proceeding (FCC 11M-21; rel. July 20, 2011).
1. The joint confidentiality designations submitted on January 15, 2015, represented the composite of redactions sought by Maritime and Choctaw. Upon receipt of the Order, Maritime and Choctaw separately reviewed and reevaluated their respective designations and then conferred. While all of the designations were made in good faith, upon further review, careful evaluation, and discussion, Maritime and Choctaw have decided to modify their designations. Except as specifically listed and explained below, the portions of the transcript set forth in footnote 1 of the Order are being removed undesignated and will not be redacted.

2. Of the items listed in footnote 1 of the Order, Maritime and Choctaw continue to designate and assert confidentiality as to the following portions of the transcript:

- Page 1493, lines 1-4 – Testimony regarding confidential transaction.
- Page 1496, lines 4-25 – Responses to questions regarding confidential exhibits.
- Page 1497, lines 1-3 – Responses to questions regarding confidential exhibits.
- Page 1502, lines 6-7 – Discussion of payments received pursuant to contracts.
- Page 1503, lines 6-19 – Testimony regarding confidential business transactions.

The parties do not by this action concede that any of the prior designations were improper. Rather than risk further delay in litigation, however, they have focused on the above-listed items as the ones of greatest confidentiality concern.

3. These pages include discussion and testimony regarding the details of lease contracts with Pinnacle Wireless and operations thereunder, including references to confidential documents, e.g., EB Exhibit Nos. 49-53. They also contain testimony regarding Maritime’s discussions, proposals, and potential business arrangements with AMTRAK and other railroads—business plans that would also be considered and potentially pursued by Choctaw if it acquires the licenses.

4. Mr. Havens, through one or more of his entities, is a competitor with Maritime and Pinnacle (and a potential future competitor with Choctaw) with respect to the use of AMTS spectrum in the northeast corridor, including its possible use to serve AMTRAK and other
railway companies. Indeed, Mr. Havens by virtue of his antitrust action must be deemed to have
admitted his status as a competitor. The disclosure of business relationships, plans, activities,
etc., are competitively sensitive in and of themselves, but this is even more so where Maritime or
Choctaw will very possibly (if not likely) be competing with one another regarding requests for
proposal and bid regarding AMTRAK and other potential users. Even if they do not directly
compete on a particular project, their mutually exclusive spectrum holdings affect their
respective service offerings and proposals. Neither Maritime nor Choctaw should not be
compelled to disclose to Mr. Havens or his entities even general information regarding their
business plans, possible service offerings, discussions with potential customers or buyers, etc.

5. As typical of most of the Maritime lease and asset purchase agreements, the
Pinnacle contracts include express confidentiality provisions, precluding the disclosure of any
information not required to be disclosed to the Commission. See, e.g., Confidential EB Exhibit
Nos. 51 (at § 12 of the contract) and 53 (at § 13 of the contract). Pinnacle has expressed (both
privately to Maritime and publicly at the hearing) a particular and intense concerne about
confidentiality and non-disclosure. This is in no small part because of Mr. Havens’ extremely
litigious nature. Information obtained by Mr. Havens in one forum very often finds its way into
his litigation projects in other forums. In addition, at one point Mr. Havens even attempted,
unsuccessfully, to amend his complaint in the New Jersey antitrust action to include Pinnacle as
a co-defendant.

6. Except for the above-designated portions of the transcript, Maritime and Choctaw
no longer seek redaction of any of the other transcript portions listed in footnote 1 of the Order.
A revised set of redacted transcript pages is accordingly tendered herewith. These redacted pages
should substituted for the corresponding unredacted pages in any version of the transcript to be
made public via ECFS or otherwise, and redacted pages substituted, as prescribed by Section 10(b) of the *Protective Order*.

Respectfully submitted,

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Dated: January 26, 2015
THE WITNESS: Yes, so the plan going forward for Choctaw is slightly different than the plan going forward from Maritime, so if I could address, perhaps, Choctaw first, which would be at the Choctaw acquires the licenses.

JUDGE SIPPEL: Yes, and you're speaking as an employee of Choctaw?

THE WITNESS: Correct. Correct. And then I can also address what happens at Choctaw is not successful when Maritime retains the license at this point.

JUDGE SIPPEL: Thank you.

THE WITNESS: Would that be okay?

JUDGE SIPPEL: That would be perfect.

THE WITNESS: I'm sorry.

JUDGE SIPPEL: You've got to slow down there.

THE WITNESS: Okay.

JUDGE SIPPEL: So how is it, what is the first spectrum
you mentioned?

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]
that's a mischaracterization. I don't strike testimony, Your Honor, that's your job.

JUDGE SIPPEL: Thank you. Mr. Kirk?

JUDGE SIPPEL: Correct. So, whatever your objection to is overruled. Whatever relief you're asking for is not going to be granted, Mr. Stenger.

CROSS-EXAMINATION

BY MR. STEGNER

Q Now, let me ask you to break it down a little bit. All right, you've given us a big overview, and could you tell me now, or tell us how is this kind of a plan put together in court or province.

A Yes.

Q You know, is there a written plan that's been circulated to directors of the company and, you know, been a thick piece passed around and this is what they're really thinking about? Is that in existence?

A So the document that's been circulated to Pat Trammell
and the, I assume, captain, had sent it to the other members of the Choctaw board.

Q    And Pat Trammell is who?
A    I'm sorry, Pat Trammel is the head of Choctaw, the managing director of Choctaw Telecom.

Q    Is she like the CEO?
A    He'll be, he'll be testifying here, I believe later today.

Q    Because I didn't see his name. Yes.
A    So I run the day to day but Pat is the, sort of --

Q    He's the big thing.
A    Yes, the chairman of the board, if you will, in a sense.

Q    Okay. All right.
MS. KANE: Your Honor, Choctaw was not required to produce discovery in this case because its role in this case was limited by Your Honor to just the bankruptcy related proceedings.

JUDGE SIPPEL: Well, that's, again, that goes back to why, because I was told that they didn't want to participate. I mean, I don't know, I can't tell who's on first here. I, all right, whatever I did I did, whatever happened happened, but it seems to me that Choctaw is integral in terms of what the future plans are. Do you agree with that, Ms. Kane?

MS. KANE: We made that argument initially, Your Honor. If you recall, we served them with discovery; we were able to obtain some discovery from them at the very end of the case.

JUDGE SIPPEL: But they opposed it?

MS. KANE: No, they provided interrogatory responses, but if you recall, you granted us very limited discovery at the very end of, I believe it was July or August of this year after the summary decision motion had been filed, and we served interrogatories on them, but not document requests because they had taken such a limited role.
MR. STENGER: I wouldn't be asking --

JUDGE SIPPEL: All right, let me ask that question. What would you be doing about putting the 16 stations back on the air?

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]
MS. KANE: Your Honor, please. This is just, he's just testifying, he hasn't provided any basis for his objection.

JUDGE SIPPEL: That's right.

MR. STENGER: I'm trying to stop the witness, but --

JUDGE SIPPEL: You aren't stopping the witness.

MR. STENGER: You're wasting everyone's time.

MS. KANE: You're the one who's wasting everyone's time.

JUDGE SIPPEL: You're sucking up all the air is what you're doing. What about the status of Pinnacle and these stations?

THE WITNESS: Yes, so --

JUDGE SIPPEL: Current status, I should say.

THE WITNESS: Sure, so the, the lease that was signed in 2008 combines the Meadowlands lease with the turnpike lease into one master lease that shows all of the --

JUDGE SIPPEL: And Pinnacle is the, Pinnacle is the lessee?

THE WITNESS: Yes, sir. And then Pinnacle's customers, in turn, are the New Jersey Sports and Entertainment Authority and the New Jersey Turnpike Authority or, which operates both the Garden State Parkway and the turnpike.

JUDGE SIPPEL: Yes.

THE WITNESS: Okay, so to go forward with my response,
JUDGE SIPPEL: Is he excused?

MR. STENGER: I thought you were asking him questions about his business plans. He said that he was going to talk about Choctaw. I forget what he said but he was going to talk about one plan first and then another plan. I don't know if he's finished his answer, his long answer or not.

JUDGE SIPPEL: You wereobjecting to his long answer.

MR. STENGER: Well, I objected to it to the extent that it wandered off from the 16 stations, so maybe we should ask him the question do you have anymore testimony about the plans to put the 16 authorized stations back into service? That would be my question.

THE WITNESS: Yes, so as I continue, so there's Choctaw and there's Maritime, and I talked about Choctaw's overall plan with relative to the acquiring of the spectrum and operating --

JUDGE SIPPEL: Well, wait a minute. You answered the question yes.

THE WITNESS: Yes.

JUDGE SIPPEL: And that's all you were asked. Is there any follow up on that?

MR. STENGER: ...........................................

THE WITNESS: ...........................................

[Redacted pursuant to protective order (FCC 11M-21; July 20, 2011)]
JUDGE SIPPEL: Okay, you answered the question. Pretty clear answer. Any follow up?

MR. STENGER: 

JUDGE SIPPEL: 

MR. STENGER: 

JUDGE SIPPEL: The per se. He's answered the question. He's answered the question very clearly. And if you can't follow what the testimony is five seconds ago that's not my fault. It's not my job to do that for you.

MR. STENGER: Well, the items that he just referred to, are they in the record? Have they been produced?

MS. KANE: Objection, Your Honor. Who's he asking this question to?
MR. STENGER: Mr. Reardon.

THE WITNESS: Me.

MR. STENGER: [Redacted]

JUDGE SIPPEL: [Redacted] [Redacted]

MR. STENGER: Per se.

JUDGE SIPPEL: Per se or any which way.

MS. KANE: Your Honor, now he’s just being argumentative.

JUDGE SIPPEL: [Redacted]

MR. STENGER: [Redacted] [Redacted]

Q [Redacted]

THE WITNESS: [Redacted]

JUDGE SIPPEL: [Redacted]

THE WITNESS: [Redacted]

THE WITNESS: [Redacted]

JUDGE SIPPEL: [Redacted]

THE WITNESS: [Redacted]

JUDGE SIPPEL: [Redacted]
THE WITNESS: Yes, Your Honor.

JUDGE SIPPEL: Okay, let's move back to Maritime.

THE WITNESS: 

JUDGE SIPPEL: 

MS. KANE: Your Honor, Mr. Stenger has just left the courtroom.

JUDGE SIPPEL: He can go.

MS. KANE: I just want it noted for the record so that we're not unduly delayed.
with these 16 authorizations?

JUDGE SIPPEL: All right, that's, that's all very interesting, but it's not really what I'm looking for. If this is
THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

JUDGE SIPPEL: [REDACTED]

THE WITNESS: [REDACTED]

THE WITNESS: [REDACTED]

THE WITNESS: [REDACTED]
for the debts of the DePriests, which would be discharged, not paid
at all under the plan. And so I'm hoping, I hope I'm answering

JUDGE SIPPEL: Well, that's what I'm trying to get at.

JUDGE SIPPEL: That's what I'm trying to get at. Now, this, so this seems pretty, take your testimony, your broad testimony, at face value. It seems that Choctaw sees a good investment opportunity and, but is Choctaw trying to, is it a combination of creditors that are trying to reprove their, their losses or their perspective losses, or is this an investment opportunity for Choctaw, or possibly both?

THE WITNESS: I believe it's possibly both. Mr. Trammell will be here to testify.

JUDGE SIPPEL: I understand.

THE WITNESS: He interacts directly with the other members of Choctaw. I never manage the day-to-day, but my hope or my expectation is that because not only is Choctaw made up of secured creditors who want their money back, they're also the debt lenders so that they're putting in money to continue the operations from day to day to do that.

JUDGE SIPPEL: What did you call them?

THE WITNESS: They are the debtor in possession financers.
JUDGE SIPPEL: Oh, okay.

THE WITNESS: So they're paying the bills and keeping the lights on at Maritime under a DIP facility, so as they put the money in the, the debt accumulates somewhat, so not only do they want to get their money back, but I believe they also, of course, want to get their DIP funds back as well.

JUDGE SIPPEL: Sure.

THE WITNESS: And under the plan of reorganization make sure, of course, that the other secured lenders are paid and the unsecured lenders are paid, and there's a liquidating agent, and this has all been approved by the bankruptcy court. So then I think your question was do they just want their money back or do they also want to go forward. My understanding is, and again, one of the reasons I'm here --

JUDGE SIPPEL: It's very speculative now.

THE WITNESS: Sure. Is that I'm hopeful that they'll want to continue to employ me and continue to do the things that I testified to under their business plan, you know, which involved

JUDGE SIPPEL: So it sounds like they've got a good spouse.

THE WITNESS: Thank you.

JUDGE SIPPEL: The, the what, you're testifying from two
JUDGE SIPPEL: Yes, that's true. That's very true. But I'm assuming that all things are equal and you're able to go forward, am I seeing it the right way? Am I seeing it realistically or is there, I know that there is that third element. But either way, you're associated with two companies, you're still associated with Maritime, is that correct?

THE WITNESS: Yes, sir, I'm an employee of Choctaw and then there's a management or consultant agreement from Choctaw to Maritime.

JUDGE SIPPEL: Yes.

THE WITNESS: Which allows me to work for Maritime, be here today, for example, and testify on their behalf and, like, the New Jersey Anti-trust proceeding that Maritime prevailed in recently. You know, those sorts of things.

JUDGE SIPPEL: Yes.

THE WITNESS: So, yes.
can give us with respect to what the current operating plans, the
current operating plans and operating in venture of these 16
authorizations?

THE WITNESS: Hopefully. Yesterday, I testified about
the two sites, KAE3, KAE8893 and 13, which were involved in the
Evergreen lease.

JUDGE SIPPEL: Yes.

THE WITNESS: I understand that Mr. Thackeray is not
coming on behalf of Evergreen.

JUDGE SIPPEL: He's not coming.

JUDGE SIPPEL: That's okay. You -- that's a way of
refreshing everything. Hold on just a second. Does anyone else
have any further questions of this witness?

MR. STENGER: Yes, Your Honor.

JUDGE SIPPEL: Ah, oh, you're --
JUDGE SIPPEL: That's okay. You've answered the question.

MS. KANE: Objection, Your Honor. Compound and it's seeking hearsay information. We don't actually have the document in front of him.

JUDGE SIPPEL: Well, I'll sustain the objection. I think, but I want, I think there's another way to get at it. Kind of break it down into segments if you can.

MR. STENGER: Did any of those proposals provide for the railroads to put these specific licensed sites back into operation?

MS. KANE: Same objection, Your Honor. It's seeking hearsay information.

JUDGE SIPPEL: No, that's okay. He can do that.

THE WITNESS: Yes, so Tim Smith is the engineer who produced for the Amtrak --

JUDGE SIPPEL: Well, can you answer, before we get to Tim, can you answer his question?

THE WITNESS: Well, I don't, I don't recall if in those proposals the specific site would be used by the railroad or needed, or even if the railroad required that information, but I do
MR. STENGER: Okay. I believe you testified that there was some need to get away from the old technology to the new technology, and the old technology of specific sites to the new technology of geographic areas, isn't that what the commission did when they transitioned AMTS from site-based licenses to geographic licenses?

MS. KANE: Objection. Mischaracterizes his testimony and calls for a legal conclusion.

JUDGE SIPPEL: Sustained.

MR. STENGER: The 16 --

JUDGE SIPPEL: You can make that argument in findings or some way else, but not --

MR. STENGER: What basis do you have for marketing site-based sites as if they are geographic licenses?

MS. KANE: Objection. Lacks foundation.

JUDGE SIPPEL: Sustained. If there's are no more questions Mr. Plache has some questions.

MR. PLACHE: Just a few.

CROSS-EXAMINATION

BY MR. PLACHE:

Q Mr. Reardon, I wanted to focus in on WRV 374 and the
Q If you could turn to Exhibit A and just to clarify, there's two pages to Exhibit A.

A Yes.
Q Okay. Okay.

JUDGE SIPPEL: Hold on just a second. Mr. Stenger, you don't have a copy of this do you?

MR. STENGER: No, I don't, Your Honor.

JUDGE SIPPEL: Do you want to ask for it or not?

MR. STENGER: Thank you, Your Honor, yes, I'd like to see what, I can look over, look at one while he's testifying about it if someone has one that's available.

MR. PLACHE: I think I might have an additional copy.

JUDGE SIPPEL: Is it not the same as the one you got off of Pacer?

MR. PLACHE: Well, he didn't know because he didn't have it set aside.

JUDGE SIPPEL: Oh, okay.

MR. PLACHE: I would have thought about that. It's just 53 you need?

MR. STENGER: Okay, 53.

MR. PLACHE: Or do you desire another?

MR. STENGER: Fifty-three.

JUDGE SIPPEL: Fifty-three is it.

MR. STENGER: Yes.

MR. PLACHE: For the record, I'm giving Mr. Stenger the
JUDGE SIPPEL: 

THE WITNESS: 

MR. PLACHE: 

JUDGE SIPPEL: 

MR. PLACHE: 

JUDGE SIPPEL: 

BY MR. PLACHE:

Q 

A 

Q 

A 

Q 

A 

Q 

A 

Q
Okay. And --

MR. STENGER: Your Honor, I don't want to interrupt this questioning, but I do want to state an objection.

JUDGE SIPPEL: Don't interrupt.

MR. STENGER: I do want to state an objection.

JUDGE SIPPEL: No, not until the end. You can redirect.

Go ahead, Mr. Plache.
Q    Okay.  

A    Yes.  

Q    Okay, thank you.  Do you know, did Pinnacle make a payment to Maritime for use of the spectrum?
A Yes, I believe there was a payment for the New Jersey Sports and Entertainment Authority and then a payment for the, by the New Jersey Turnpike Authority, both of those payments were made by Pinnacle, which was the lessee of the spectrum.

Q And what did the payments total? What was the amount?

Q That's good enough. Did you ever discuss with Pinnacle having the licensed locations go on the air to serve subscriber units, actual, you know, operations at the licensed locations as opposed to just the fill-in locations? Did you ever have any kind of discussions with Pinnacle about that?

A Yes.

Q Did Pinnacle, what did Pinnacle say about that?

A Well, in the case of the, the Verona site, and I forget the number, if it's 18 or 16, whatever that site is, WRV374 in Verona, that Pinnacle actually managed that site, and so, the decision was made, that that site was not an optimal site, it was too high and would interfere with the interference, it would provide interference to the system. Similar discussions were had relative to the World Trade Center area as well, so Pinnacle, you know, there was concern of interference, I guess, would be the answer to that.

Q So Pinnacle said that if, if Maritime were to operate at the licensed locations it would cause interference to Pinnacle's
operations or the Turnpike Authority and the Meadowlands and all
these fill-in sites, the 20 fill-in sites?

    A    That's my recollection, yes.

    Q    And did you agree with that? Were you convinced? Did
you --

    Q    You did answer the question, thank you. Do you, do you
know how much money may have been spent by Pinnacle in building out
the turnpike system?

    A    I don't know. I recall that there was a newspaper
article when Pinnacle first got the award from the state or from
the turnpike authority, and I believe that the award was somewhere
MR. PLACHE: That's all I have. Thank you.

THE WITNESS: Thank you.

JUDGE SIPPEL: Anyone else have anything further?

MR. STENGER: Yes, I do.

MS. KANE: Your Honor, we just want to note that Mr. Reardon is the bureau's witness, and he's been cross-examined by Mr. Stenger, he's now been cross-examined by Mr. Plache, and you know, unless we were going to have redirect we're unclear how it is that Mr. Stenger would be able to do an additional cross of Mr. Reardon.

MR. STENGER: I want to cross-examine him about the testimony he just gave. I'm not going to go back and cross-examine him about anything else. I'm just going to cross-examine him about what he just said.

JUDGE SIPPEL: You just cross-examine -- well, yes, but you had the cross-examination and you were finished.

MR. STENGER: It's, it's --

JUDGE SIPPEL: I disagree because --

MS. KANE: This would be a second cross-examination and that just seems, you know, obviously, you have the discretion, Your
JUDGE SIPPEL: That's fine.

MS. KANE: And, Your Honor, as I stated, I do not believe the bureau has any specific redirect questions, but if I recall, yesterday morning Mr. Keller reserved the right to redirect the Maritime witnesses.

JUDGE SIPPEL: Yes, he did.

MS. KANE: So we tender the witness to Mr. Keller.

JUDGE SIPPEL: Sorry, I was a little bit hasty in here and letting this go too far. Sorry, go ahead.

BY MR. KELLER:

Q

A So why did Maritime file chapter 11 or why?

Q Yes.

A Okay well I guess two things. The first is that there's been a significant amount of legal cost related to bi-coastal litigation, defending the company in California. Mr. Havens had sued Maritime. He lost their appeal, lost their, there's a written hearing by the Supreme Court denying his appeal to the Supreme Court. We've just finished with about five years of litigation in
a number of those companies like Duquesne Light, DEMCO is Dixie Electric, Puget Sound Energy, Southern California Regional Rail. To date, none of those contracts have closed. Not a single license has been sold by Maritime since the time it owned it, so it's, in fact, a number of transactions were entered into and then the buyer or lessee walked away because of the regulatory challenges and the uncertainty. So it's put a significant cloud -- It's kind of like if you bought a house and somebody that you outbid for the house stood out on the curb and said, you know, they cheated me and they lied and they camped out there on your curb, next to the street.

the lease. Have you spoken to anybody from Evergreen, and if so, what did you learn?

A Yes, I called Bill Thackeray sometime maybe in August of this year. Bill Thackeray is the person with whom I interacted at
periodically. Mr. Reardon and I are continuously, and Mr. 
Reardon's real task is to continue to keep his hand on the pulse of 
the industry, as you know better than I do, that the, the original, 
the original AMTS spectrum usage has pretty much gone away, but the 
Marine --

JUDGE SIPPEL: Yes, it's private.

THE WITNESS: 

JUDGE SIPPEL: I understand what you're saying.

THE WITNESS: 

JUDGE SIPPEL: 

MR. TRAMMELL:
JUDGE SIPPEL: Well, what geographic area would that be covering?

THE WITNESS: It's nationwide.

JUDGE SIPPEL: Nationwide?
used up paying those creditors?

THE WITNESS: You know --

JUDGE SIPPEL: It doesn't sound like an option, but --

THE WITNESS: Well, we're going to pay the creditors, you know. We've got creation with credit, but I guess my point of that is and, and bear in mind there are, there are 10 million dollars worth of contracts that are in limbo in the bankruptcy process. And, and depending on the, that you're aware of that?

JUDGE SIPPEL: No, I can't say I am. At least not at the top of my mind.

THE WITNESS: Okay, in the, when the company went into bankruptcy, they had contracts with Duquesne, who's been here and some other utilities. They had a seven million dollar contract with Southern California Railroad, so there's 10 million in contracts there, and I can't speak to the penny on, on the creditors, but there is roughly 30 million dollars of creditor debt out there, plus what is approaching now about a little over four million dollars of debtor and possession financing that's got to be repaid, plus probably another million dollars in administrative claims. So there are about 35, 36 million dollars.
It is terribly frustrating to me to have a 25 year business career and this entire process is foreign to me. When this happened I got with Mr. Kirk and our attorneys and I said, let's go up to the FCC, sit down, give them our plan, tell them what we're going to do and work this out. And, well, because of the ex parte rules and our friend from California suing us every five minutes and writing stories about, fiction about myself and what my motives were, and what my friendships are, we've not been able to do that. So I appreciate the opportunity to do that today.

JUDGE SIPPEL: So, the idea is -- well, I don't know that much about bankruptcy practice, but it's usually a trustee; the trustee collects on the end of the credit, and then the creditors get paid off. This goes beyond that. This is a combination of an investment opportunity, plus a function of paying off credit.

THE WITNESS: Well, the first thing we do is pay off creditors.

JUDGE SIPPEL: Okay.

THE WITNESS: And then we'll go from there.

JUDGE SIPPEL: All right, I did it in reverse, yes.

THE WITNESS: That's correct. We're not in this as an
CERTIFICATE OF SERVICE

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