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May 28, 2020

Ms. Marlene H. Dortch
Secretary, Federal Communications Commission
445 12th Street SW
Washington, DC 20554

Re: *Informal Comments Regarding SAT-ASG-20200522-00048* (filed via MyIBFS)

Dear Ms. Dortch:

The International Telecommunications Satellite Organization (“ITSO”), pursuant to Section 25.154(b) of the Commission’s rules, 47 C.F.R. § 25.154(b), hereby submits these informal comments on the above-captioned application of Intelsat License LLC (“Intelsat”) for a *pro forma* assignment of its licenses to Intelsat License LLC, as debtor-in-possession. Many of the licenses that are the subject of Intelsat’s assignment application are part of the ITSO Parties’ Common Heritage,¹ and thus ITSO has an interest in this proceeding. In a decision in response to an ITSO petition filed in 2007, the Commission modified Intelsat’s Common Heritage licenses to add three conditions:

IT IS ORDERED that, pursuant to sections 4(i) and 316(a) of the Communications Act, 47 U.S.C. §§ 154(i), 316(a), and section 1.87 of the Commission’s rules, 47 C.F.R. §

¹ See, *Constellation, LLC, Carlyle PanAmSat I, LLC, Carlyle PanAmSat II, LLC, PEP PAS, LLC and PEOP PAS LLC, Transferors, and Intelsat Holdings, Ltd., Transferee, Consolidated Application for Authority to Transfer Control of PanAmSat Licensee Corp. and PanAmSat H-2 Licensee Corp.*, 21 FCC Rcd 7368 (2006) at n. 166:

The ITSO Agreement defines “common heritage” as ‘those frequency assignments associated with orbital locations in the process of advanced publication, coordination or registered on behalf of the Parties with the International Telecommunications Union (“ITU”) in accordance with the provision set forth in the ITU’s Radio Regulations which are transferred to a Party or Parties pursuant to Article XII.’ ITSO Agreement, Art. I(l).

Call signs S2400, S2394, S2389, S2396, S2397, S2410, S2406, S2408, S2402, S2414, S2405, S2399, S2409, S2411, S2391, S2407, S2395, S2398, and S2404 are part of the Common Heritage.

1.87, each of Intelsat North America's space station authorizations, call signs S2400, S2394, S2389, S2396, S2397, S2410, S2406, S2408, S2402, S2414, S2405, S2399, S2409, S2411, S2391, S2407, S2395, S2398, and S2404, SHALL BE MODIFIED by adding the following conditions:

IT IS ORDERED that Intelsat SHALL REMAIN A SIGNATORY to the Public Services Agreement between Intelsat and the International Telecommunications Satellite Organization (ITSO) that was approved by the ITSO Twenty-fifth Assembly of Parties, as amended;

IT IS FURTHER ORDERED that no entity shall be considered a successor-in-interest to Intelsat under the ITSO Agreement for licensing purposes unless it has undertaken to perform the obligations of the Public Services Agreement approved by the Twenty-fifth Assembly of Parties, as amended.

IT IS FURTHER ORDERED that Intelsat, in filing any application seeking Commission approval to modify, assign, transfer or otherwise take action with respect to this authorization, SHALL CITE TO the Order of Modification, DA 08-444, in the narrative section of the relevant application.²

As an initial matter, ITSO observes that Intelsat has seemingly failed to comply with the last condition, because its Narrative fails to cite the Commission's Order of Modification. Notwithstanding that omission, however, ITSO requests that the Commission confirm that Intelsat License LLC, as debtor-in-possession would be a successor-in-interest to Intelsat, and thus would be bound to "perform the obligations of the Public Services Agreement approved by the Twenty-fifth Assembly of Parties, as amended." Indeed, were that not the case, then presumably the proposed assignment would not be *pro forma*.

Such an interpretation of the successor-in-interest obligation of Intelsat License LLC, as debtor-in-possession is also consistent with the U.S. government position at the time these conditions were imposed. In a letter submitted on March 15, 2007, signed by Ambassador David Gross, the United States Coordinator, International Communications and Information Policy, U.S. Department of State ("State Letter"),³ the State Department advised, in consultation with the National Telecommunications and Information Administration (NTIA), that "a 'debtor-in-

² *Petition of ITSO under Section 316 of the Communications Act, as Amended, Order of Modification*, 23 FCC Rcd 2764 (2008) at ¶ 13.

³ Letter from Ambassador David A. Gross, United States Coordinator, International Communications and Information Policy, U.S. Department of State, to The Honorable Kevin J. Martin, Chairman, Federal Communications Commission ("State Letter"), IB Docket No. 06-137 (dated Mar. 15, 2007).

possession’ would be a ‘successor-in-interest’ to Intelsat under the ITSO Agreement.” Furthermore, the State Letter declared “that no entity can be considered a successor-in-interest to Intelsat under the ITSO Agreement for licensing purposes unless it has undertaken to perform the obligations of the Public Services Agreement approved by the Twenty-Fifth Assembly of Parties.”⁴ Indeed, in the decision imposing these conditions, the Commission itself held that:

Because the license modifications proposed by the State Letter would result in fuller compliance with the provisions of an international agreement to which the United States is a party and fulfillment of U.S. foreign policy objectives, we find that such modifications will serve the public interest, convenience, and necessity.

ITSO thus believes that grant of its request for Commission confirmation of the obligations of Intelsat License LLC, as debtor-in-possession is fully consistent with the public interest.

Sincerely,

/s/
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⁴ State Letter at p. 4