

COPY

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

In the Matter of )  
)  
GLOBALSTAR LICENSEE LLC ) IBFS File No. SAT-MOD-20080516-00106  
)  
)  
Application for Minor Modification )  
Of Space Station License )  
)

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REPLY OF IRIDIUM SATELLITE LLC

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**REPLY OF IRIDIUM SATELLITE LLC**

**I. INTRODUCTION AND SUMMARY**

Pursuant to Section 25.154 of the Federal Communications Commission’s (“FCC” or “Commission”) rules, 47 C.F.R. § 25.154, Iridium Satellite LLC (“Iridium”) submits this reply to the Opposition to Petitions to Deny<sup>1</sup> filed by Globalstar Licensee LLC (“Globalstar”) regarding Globalstar’s request for modification of its mobile satellite service (“MSS”) authority to operate an ancillary terrestrial component (“ATC”).<sup>2</sup> Globalstar’s Opposition to Petitions to Deny can be summarized as a plea for permission to lease its ATC authority to allow a third party to launch a stand alone terrestrial wireless business that meets almost none of the FCC’s ATC gating

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<sup>1</sup> Opposition of Globalstar to Petitions to Deny, IBFS File No. SAT-MOD-20080516-00106 (filed July 9, 2008) (“Globalstar Opposition”). Iridium also replies herein to the similar arguments made by Open Range Communications Inc. (“Open Range”) in its Opposition to Petitions to Deny. Opposition of Open Range Communications Inc., IBFS File No. SAT-MOD-20080516-00106 (filed July 9, 2008).

<sup>2</sup> See GLOBALSTAR LICENSEE LLC, Application for a Minor Modification of Space Station License, IBFS File No. SAT-MOD-20080516-00106 (“Globalstar Application”); Public Notice, Report No. SAT-00525 (May 23, 2008).

requirements because the applicant hopes – some three years from now – to have built a second generation system that, perhaps, will meet those gating requirements. Moreover, Globalstar candidly admits that even if its second generation system is established, the Open Range WiMax customers purchasing service during that “limited” three year period would continue to be saddled with a device that will only be able to use Globalstar’s one-way MSS paging service when outside of terrestrial service range. The Open Range customers would either be locked into a limited device and limited service or have to purchase a new device and subscribe to a new service in order to benefit from any second generation capabilities. This is hardly the foundation upon which either a grant or a waiver of the ATC rules could be reasonably premised.

Globalstar’s failure to meet the ATC gating requirements is fully documented and largely uncontested. Specifically, there are multiple failures by the applicant to comply with the basic conditions for obtaining ATC approval:

- Globalstar admits that it cannot meet the coverage continuity requirement;
- Globalstar fails to meet the integrated service safe harbor and proposes to provide customers with two entirely different devices to access two different services that are simply housed in the same casing;
- Globalstar does not meet the in-orbit spare requirement; and,
- Globalstar will turn over its spectrum for a third party to construct, operate and manage a separate terrestrial wireless service.

Similarly, Globalstar’s alternative waiver request does not warrant serious consideration.

The waiver is far from short in duration – at least three years – and its effects would be felt long after that time as the embedded base of WiMax consumers built up over that time frame would have time and cost disincentives to replacing their existing devices and services in order to obtain truly integrated MSS ATC service. Neither the proposed service; the proposed device;

nor the proposed customer base has anything to do with providing real integrated MSS/terrestrial services as contemplated by the Commission.

## **II. GLOBALSTAR FAILS TO MEET THE ATC GATING CRITERIA.**

As Iridium and Sprint<sup>3</sup> showed in their Petitions to Deny, Globalstar fails several of the ATC gating criteria established to ensure that ATC operations remain ancillary to robust services provided via satellite. The Commission specifically noted that its gating criteria were intended to “ensure that MSS remains *first and foremost a satellite service*.”<sup>4</sup> Globalstar’s Opposition makes little attempt to contest the facts laid out by Iridium and Sprint. Instead, Globalstar ignores the Commission’s purpose in creating the gating criteria and relies on a strained reading of the Commission’s rules and orders that would eviscerate the gating criteria. The Commission must reject Globalstar’s interpretation and deny the instant application.

### **A. Globalstar Does Not Meet the Coverage Continuity Requirement.**

The Commission requires an MSS operator to “meet the gating criteria for each spectrum band in which it wishes to provide ATC.”<sup>5</sup> In its first salvo to weaken the Commission’s gating criteria, Globalstar argues that it need not meet the gating criteria in the S-band, despite seeking ATC authority in the S-band, because the satellite and terrestrial components will operate in the

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<sup>3</sup> Petition to Deny of Sprint Nextel Corporation, IBFS File NO. SAT-MOD-20080516-00106 (filed June 23, 2008).

<sup>4</sup> See *Flexibility for Delivery of Communications By Mobile Satellite Service Providers in the 2 GHz Band, the L-Band, and the 1.6/2.4 GHz Bands*, Report and Order and Notice of Proposed Rulemaking, 18 FCC Rcd 1962, 1965-66 (¶ 3) (2003) (“*MSS ATC Order*”) (emphasis added).

<sup>5</sup> See *Flexibility for Delivery of Communications By Mobile Satellite Service Providers in the 2 GHz Band, the L-Band, and the 1.6/2.4 GHz Bands*, Mem. Op. & Order & Second Order on Recon., 20 FCC Rcd. 4616, 4628-29 (¶ 34) (2005) (“*MSS ATC Second Reconsideration Order*”).

“paired Big LEO bands.”<sup>6</sup> Neither the Order adopting this requirement nor Globalstar’s own application supports allowing ATC in the S-band because the gating criteria might be met in the L-band.

Globalstar recognizes that it operates in more than one “spectrum band” as that term is conventionally understood.<sup>7</sup> Indeed, Globalstar’s request for waiver of the coverage continuity requirement would be entirely moot if Globalstar thought the S-band gating criteria could be fulfilled utilizing the L-band coverage. Moreover, though the Commission adopted the requirement in response to commenters specific factual concerns, the Commission noted that the adoption of this requirement was intended to further clarify that an “ATC is ancillary to the MSS system it supports.”<sup>8</sup> Clearly, then, a requirement that Globalstar meet the gating criteria in all the spectrum bands in which it operates is fully consistent with the Commission’s language in the Order and intention in adopting the gating criteria.

As Iridium and Sprint showed in their Petitions to Deny, Globalstar cannot meet the coverage continuity gating criteria for its operations in the S-band. Iridium provided numerous statements directly from Globalstar’s public filings that show that the S-band amplifiers on many of Globalstar’s satellites have degraded to the extent that Globalstar can no longer provide reliable, 24-hour two-way service to any of its customers.<sup>9</sup> Until Globalstar can launch and bring

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<sup>6</sup> Globalstar Opposition at 12.

<sup>7</sup> See e.g., Globalstar Opposition at n. 31 (“Open Range has secured the right to lease both L- and S-band spectrum”).

<sup>8</sup> *MSS ATC Second Reconsideration Order*, 20 FCC Rcd 4628-29 (¶ 34).

<sup>9</sup> See Iridium Petition to Deny at 6-8.

in to operation additional satellites, service quality and reliability will continue to diminish, resulting in more frequent and longer gaps in S-band coverage.<sup>10</sup>

Globalstar's Opposition provides no evidence to the contrary. Instead, Globalstar touts that it provides "complementary access to an on-line Optimum Satellite Availability Tool" to enable its customers to "predict exactly when voice and duplex data services will be available in their locations."<sup>11</sup> Globalstar then claims that its second generation satellites will fix coverage gaps "in about two years."<sup>12</sup> Even if true, the question in the current application is the coverage provided by Globalstar's satellite fleet *today*. And, *today*, Globalstar's satellite fleet cannot meet the coverage continuity requirements. As such, Globalstar's proposed MSS ATC operation is not primarily a satellite service as required by the Commission.

**B. Globalstar Fails to Meet the In-Orbit Spare Gating Criteria.**

Globalstar also fails the in-orbit spare gating criterion, which was designed to ensure back-up capability and continuous coverage should an operational satellite fail.<sup>13</sup> Globalstar does not have a spare in-orbit satellite in any sense of the term. Though Globalstar makes much of the number of satellites that it currently has in-orbit, none of these satellites is available as a

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<sup>10</sup> Globalstar Inc. SEC Form 10-K for the Year Ended Dec. 31, 2007, at 22 (Mar. 17, 2008) ("even with optimized placement in orbit of the eight spare satellites, increasingly larger coverage gaps will occur over areas in which we currently provide two-way communications service. Two-way communications service will continue to be available, but at certain times in any given location it will take substantially longer to establish calls and the average duration of calls will be impacted adversely").

<sup>11</sup> Iridium again notes the irony of Globalstar requiring customers to utilize an on-line tool (which itself requires a working two-way data connection) to predict when their data connection will work.

<sup>12</sup> Globalstar Opposition at 9.

<sup>13</sup> See *MSS ATC Order*, 18 FCC Rcd at 2007 (¶ 83-84).

spare should a currently operational S-band satellite fail. Globalstar may be able to meet this requirement when it launches its second generation satellites, but until then the Commission should deny its request for ATC authority.

**C. Globalstar’s Proposed MSS ATC Service Is Not an “Integrated Service.”**

Iridium showed in its Petition to Deny that Globalstar neither meets the integrated service safe harbor nor shows service integration in any other way.<sup>14</sup> As Iridium noted, the Globalstar device will not allow for dual-mode communication in either band in which Globalstar operates, a fact that Globalstar does not deny.<sup>15</sup> Globalstar’s device also is not “dual-mode” except in the illogical sense that it would contain the hardware to access two completely different services provided by two completely different operators using two completely different methods of operation.<sup>16</sup>

As Iridium previously pointed out, the satellite and ATC portions of the Globalstar/Open Range offering are not just insufficiently integrated, they are not even *compatible*. There is no reason to think that the terrestrial portion of the system would ever interact with the satellite system at all under Globalstar’s current plans, much less extend the coverage of Globalstar’s one-way paging service or provide handoff from one service to the other as contemplated by the Commission’s orders.

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<sup>14</sup> See Iridium Petition to Deny at 9-11.

<sup>15</sup> See Globalstar Opposition at n. 39.

<sup>16</sup> As Iridium noted, users would either be able to use the device on a stand-alone basis as a one-way Globalstar paging device or connected to a laptop as a two-way Open Range wireless modem.



### III. GLOBALSTAR PROPOSES TO LEASE ITS SPECTRUM TO A THIRD PARTY WHO WILL CONSTRUCT, OPERATE AND MAINTAIN AN ENTIRELY SEPARATE BUSINESS.

In its Petition, Iridium raised significant legal questions about the appropriateness of the lease agreement between Globalstar and Open Range. In response, Globalstar attempts to establish authority to lease wholesale its authority to provide terrestrial services to a third party by selectively quoting a series of footnotes and dicta from Commission orders. Because Globalstar provides no FCC authority that would allow this lease, the Commission must examine Globalstar's relationship with Open Range to ensure that it complies with Commission policies and the Communications Act.

To support its position, Globalstar first selectively quotes from the Commission's *MSS ATC Order*, claiming that the Commission specifically "recognized the possibility that an MSS provider might choose to implement ATC through a spectrum leasing arrangement."<sup>17</sup> The only Commission precedent cited for this crucial element of Globalstar's argument, however, is dicta that does not actually opine on the permissibility of such a lease. In fact, this selective quote is contained within a footnote that discourages the leasing of ATC authority, singling out such a lease as an example of "gaming" the Commission's MSS flexibility, which the Commission "did not intend to allow."<sup>18</sup> Indeed, this footnote states, in full:

As we have repeatedly indicated, we intend to authorize ATC only as an ancillary service to the provision of the principal service, MSS. We have established a number of gating requirements to ensure that ATC may only operate after the provision of MSS has commenced and during the period in which MSS continues to operate. While it is impossible to anticipate or imagine every possible way in which it might be possible to

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<sup>17</sup> Globalstar Opposition at 17-18.

<sup>18</sup> *MSS ATC Order*, 18 FCC Rcd at 1965, n. 5.

“game” our rules by providing ATC without also simultaneously providing MSS and while we do not expect our licensees to make such attempts, we do not intend to allow such “gaming.” For example, even if an MSS licensee were to enter an agreement to lease some or all of the access to its authorized MSS spectrum to a terrestrial licensee, such spectrum could only be used if its usage met the requirements to ensure it remained ancillary to MSS and were used in conjunction with MSS operations, i.e., that it met all of our gating requirements. The purpose of our grant of ATC authority is to provide satellite licensees flexibility in providing satellite services that will benefit consumers, *not to allow licensees to profit by selling access to their spectrum for a terrestrial-only service.*<sup>19</sup>

Clearly, Globalstar cannot rely upon this footnote as permission to lease its ATC authority.

Globalstar then points to a footnote in the secondary markets proceeding that discusses the “robust secondary market for parties seeking to gain access in our satellite services.”<sup>20</sup> In this footnote, however, the Commission cites to the *First Space Station Reform Order*, in which it eliminated the anti-trafficking rule and adopted other policies “to enable NGSO and GSO MSS licensees to buy and sell spectrum *to each other* in a secondary market after licenses are issued.”<sup>21</sup> Nothing in this footnote suggests that NGSO and GSO MSS licensees are free to lease their ATC authority to unlicensed third parties as proposed by Globalstar.<sup>22</sup> Moreover, while these actions were certainly intended to encourage the most efficient use of spectrum, they are a

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<sup>19</sup> *Id.* (emphasis added).

<sup>20</sup> *Globalstar Opposition* at 18 (citing *Promoting Efficient Use of Spectrum through Elimination of Barriers to the Development of Secondary Markets*, Second Report and Order, Order on Reconsideration, and Second Further Notice of Proposed Rulemaking, 19 FCC Rcd 17503, 17536 (¶ 66 n. 166) (“*Secondary Markets Second Report and Order*”)).

<sup>21</sup> See *Secondary Markets Second Report and Order*, 19 FCC Rcd at 17536 (¶ 66 n. 166).

<sup>22</sup> Indeed, in eliminating the anti-trafficking rule, the Commission specifically retained its authority to examine transfer of control applications. *Amendment of the Commission’s Space Station Licensing Rules and Policies and Mitigation of Orbital Debris*, First Report and Order and Further Notice of Proposed Rulemaking, IB Docket No. 02-34, 18 FCC Rcd 10760, 10841 (¶ 215) (2003).

far cry from applying all of the Commission's terrestrial secondary markets rules to MSS ATC, which would require an examination of numerous public interest factors.

Finally, Globalstar's cite to a Commission statement recognizing Big LEO operators' authority "to offer capacity on their satellites to individual customers on individualized terms, ranging from short term leases to sales" and the existing obligation to "remain responsible for ensuring that their satellites operate within the relevant power limits and in conformance with [the Commission's] international obligations and with International Telecommunications Union authorizations" has no relevance to the proposed lease of its ATC authority.<sup>23</sup> Globalstar can offer capacity on its *satellites* under individualized terms and will of course remain responsible for its *satellites*, but that says nothing of the terrestrial operations it is attempting to outsource, which will not truly be controlled by Globalstar and could interfere with existing terrestrial operations. Moreover, the Commission went on to say that its "leasing precedent allows for leasing of transponder capacity on previously authorized satellites. It does not suggest that a licensee has the right to lease its assigned spectrum to another party that might wish to place its own satellite in the same orbital position."<sup>24</sup> Similarly, the Commission's leasing precedent does not contemplate the leasing of bare ATC spectrum to another party that might wish to build its own terrestrial system.

In sum, Globalstar has no unilateral authority to lease its ATC authority to Open Range where the facts show an attempt to end run the ATC gating requirements. While Globalstar

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<sup>23</sup> Globalstar Opposition at 19 (citing *Promoting Efficient Use of Spectrum through Elimination of Barriers to the Development of Secondary Markets*, Notice of Proposed Rulemaking, 15 FCC Rcd 24203, 24226 (¶ 66) (2000) ("*Secondary Markets NPRM*").

<sup>24</sup> *Secondary Markets NPRM*, 15 FCC Rcd at 24226 (¶66 n. 92).

makes much of the fact that Iridium can point to “no provision in the Commission’s rules” requiring prior approval from the Commission, Section 310(d) states no “station license, *or any rights thereunder*, shall be transferred, assigned or disposed of in any manner . . . except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.”<sup>25</sup> Thus, the Commission has the statutory authority to examine Globalstar and Open Range’s relationship to ensure that no Commission rules or policies are disserved by the naked lease of Globalstar’s ATC authority.<sup>26</sup>

#### **IV. GLOBALSTAR HAS NOT ESTABLISHED THAT A WAIVER IS IN THE PUBLIC INTEREST.**

Despite Globalstar’s protestations that its first-generation MSS ATC service meets all the gating criteria, Globalstar nevertheless requests waiver of nearly all of the Commission’s gating criteria. Globalstar’s basic argument is that once its second generation system is operational in 2011 it will then be able to meet the Commission’s gating criteria.<sup>27</sup> In the meantime, Globalstar claims, the Commission should ignore the important policy goals advanced by the gating criteria and let Globalstar and Open Range provide service to the public. Globalstar, however, has not

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<sup>25</sup> 47 U.S.C. § 310(d) (2006) (emphasis added).

<sup>26</sup> Moreover, contrary to Globalstar’s claims, the *Intermountain Microwave* criteria remain the standard by which the Commission determines *de facto* control. *See Stratos Global Corporation, Transferor, Robert M. Franklin, Transferee, Consolidated Application for Consent to Transfer of Control*, Memorandum Opinion and Order and Declaratory Ruling, 22 FCC Rcd 21328 (2007) (noting that “[i]n *Intermountain Microwave*, the Commission set out six factors it would use to determine whether a third party has *de facto* control over a common carrier licensee”). Though Globalstar and Open Range recognized that *de facto* control concerns were relevant and included a clause to that effect in their lease agreement, such promises do not replace an in-depth factual investigation of what party will control the ATC facilities proposed by Globalstar and Open Range and whether any such transfer of control is in the public interest.

<sup>27</sup> *See* Globalstar Opposition at 24-25.

established that the public interest will be served by these waivers and the Commission should not grant them.

First, it continues to be evident that the requested waivers are neither short in duration nor bounded by any certain time frame. The shortest length of time for which Globalstar requests a near-complete waiver of the gating criteria is three years, a great deal of time given the massive departure from the rules proposed by Globalstar. Moreover, it is not clear that Globalstar will require these waivers for only that three year period. Globalstar claims that its second-generation system will be complete by 2011, but it has not yet applied for authority to launch its second generation satellites. There is no guarantee that Globalstar's proposed second generation service will meet the gating criteria, either. Globalstar goes so far as to say that "Iridium and Sprint nowhere suggest that, once Globalstar's second-generation constellation and ground system are operational, any doubt will exist" that it meets the gating criteria,<sup>28</sup> but the reason for that absence is that Globalstar has not provided any detail on its second generation system or applied for ATC authority for its second generation system. In particular, Globalstar has provided insufficient data on the function and integration of the satellite and ATC components of its second generation service.

Second, unlike the waiver granted to MSV, the grant of these waivers will have effect well beyond the time-frame of their grant. During the term of these waivers, Globalstar would create an embedded base of customers with devices capable of using only the non-integrated one-way satellite service. Many of these customers will likely not upgrade to Globalstar's second generation satellite system, especially given the possible costs disincentives of doing so.

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<sup>28</sup> Globalstar Opposition at 2.

Thus, the waiver of these gating criteria, and in particular a waiver of the integrated service requirement, would have long-term impacts of unknowable duration. Clearly, the Commission cannot grant these waivers.

#### **V. IRIDIUM HAS STANDING TO CHALLENGE THE GRANT OF ATC AUTHORITY TO GLOBALSTAR.**

Despite Globalstar's claims to the contrary,<sup>29</sup> Iridium has standing to challenge the improper grant of ATC authority to Globalstar under the competitor standing doctrine.<sup>30</sup> The test for competitor standing requires that Iridium establish that it is a "direct and current competitor" to Globalstar and that it will suffer direct financial injury if the application is granted.<sup>31</sup> Iridium meets both prongs of this test.

First, there is no doubt that Iridium "is a direct and current competitor" of Globalstar. The D.C. Circuit Court of Appeals has found this requirement satisfied where the companies compete in at least some of the same markets.<sup>32</sup> Here, Globalstar and Iridium are direct market competitors in the mobile satellite service market. In fact, the companies are the only two Big LEO MSS providers, and both companies currently provide services that are markedly similar in

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<sup>29</sup> See Globalstar Opposition at 2-3.

<sup>30</sup> See *Clarke v. Securities Indus. Ass'n*, 479 U.S. 388, 403, 397 & n.13 (1987) (recognizing that alteration of competitive conditions has probable economic impact which satisfies "injury-in-fact" test); *FCC v. Sanders Bros. Radio Station*, 309 U.S. 470, 477 (1940) (recognizing that an entity "likely to be financially injured by the issue of a license would be the only person having a sufficient interest to bring to the attention of the appellate court errors of law in the action of the Commission in granting the license").

<sup>31</sup> *Mobile Relay Assocs. v. FCC*, 457 F.3d 1, 13 (D.C. Cir. 2006); *KERM, Inc. v. FCC*, 353 F.3d 57, 60 (D.C. Cir. 2004); *New World Radio v. FCC*, 294 F.3d 164, 170 (D.C. Cir. 2002).

<sup>32</sup> See *Mobile Relay Assocs.*, 457 F.3d at 13 (finding Nextel to be a "direct" and "current" competitor because it "operates in some of the same markets").

form and function and offer their services to the same market sectors and customers that require ubiquitous communications service.

Second, Iridium will suffer direct financial injury if Globalstar is permitted to provide ATC service. Iridium must show that its “bottom line may be adversely affected” by the Commission’s grant of Globalstar’s ATC application,<sup>33</sup> but need not demonstrate that financial harm will immediately occur.<sup>34</sup> Indeed, the D.C. Circuit has held that “that parties suffer constitutional injury in fact when agencies lift regulatory restrictions on their competitors or otherwise allow increased competition.”<sup>35</sup> Here, allowing Globalstar to improperly skirt the Commission’s ATC requirements and supplement its existing services with the ATC service provided by Open Range will give Globalstar’s data and paging services an unlawful advantage that will make them more attractive to customers in the competitive MSS market. Iridium will be directly harmed when consumers choose the new combined Globalstar/Open Range service (which provides two-way service in some areas and ubiquitous simplex data services) instead of Iridium’s two-way voice and data service because Globalstar is exploiting this unlawful competitive advantage. The Commission’s grant of Globalstar’s ATC application will therefore result in lost profits and market share, “adversely affecting” Iridium’s “bottom line” and giving it

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<sup>33</sup> *Id.* (quoting *KERM, Inc.*, 353 F.3d at 60).

<sup>34</sup> *New World Radio*, 294 F.3d at 170 (stating that the U.S. Supreme Court has “upheld ‘competitor standing’ even though the economic injury was latent” (citing *Ass’n of Data Processing Serv. Orgs. Inc. v. Camp*, 397 U.S. 150, 152 (1970))).

<sup>35</sup> *La. Energy & Power Auth. v. FERC*, 141 F.3d 364, 367 (D.C. Cir. 1998); *New World Radio*, 294 F.3d at 172 (“We read this holding to apply the ‘competitor standing’ doctrine to an agency action that itself imposes a competitive injury, i.e., that provides benefits to an existing competitor or expands the number of entrants in the petitioner’s market, not an agency action that is, at most, the first step in the direction of future competition.”).

a direct stake in the outcome of Globalstar's application.<sup>36</sup> Thus, Iridium, as a direct and current competitor, has standing to object to the grant of Globalstar's latest ATC application.<sup>37</sup>

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<sup>36</sup> *KERM, Inc.*, 353 F.3d at 60. Compare *Ass'n of Data Processing Serv. Orgs. Inc. v. Camp*, 397 U.S. 150, 152 (1970) (holding that the injury in fact requirement was satisfied where it was alleged that "competition by national banks in the business of providing data processing services might entail some future loss of profits"); *Orange Park Florida T.V., Inc. v. FCC*, 811 F.2d 664, 671-72 (D.C. Cir. 1987) (holding that a television broadcaster had standing to challenge an FCC decision to grant a competitor's application to construct a UHF television station) with *New World Radio*, 294 F.3d at 172 ("New World's interest in raising 'programming issues' does not give it a direct enough stake in the outcome of Birach's Renewal Application to establish its standing here.").

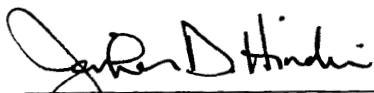
<sup>37</sup> In the alternative, if the Commission finds that Iridium lacks standing in this proceeding, the Commission can instead treat Iridium's petition to deny and the arguments therein as an informal objection to Commission approval of Globalstar's application. See *Applications of MLGAL Partners, L.P., (Transferor) and Evergreen Media Corporation (Transferee)*, Memorandum Opinion and Order, 10 FCC Rcd 5653 (¶ 1) (1995) (treating a petition to deny as an informal objection where party filing petition lacked standing).



## VI. CONCLUSION

As Iridium and Sprint have both demonstrated, Globalstar's proposed ATC operation fails all of the gating criteria designed to ensure that MSS remains primarily a satellite service. Globalstar's Opposition fails to rebut these claims and relies on a distorted reading of the Commission's rules. Similarly, Globalstar fails to show how its proposed waivers will serve the public interest. The Commission must reject Globalstar's application and deny the requested waivers.

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July 16, 2008

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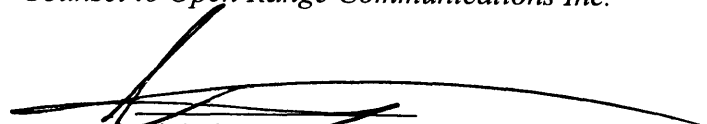
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