

STEPTOE & JOHNSON LLP

ATTORNEYS AT LAW

Alfred Mamlet
202.429.6205
amamlet@steproe.com

1330 Connecticut Avenue, NW
Washington, DC 20036-1795
Tel 202.429.3000
Fax 202.429.3902
steproe.com

Received

JUL 12 2005

Policy Branch
International Bureau

July 6, 2005

RECEIVED

JUL - 6 2005

Federal Communications Commission
Office of Secretary

Marlene H. Dortch
Secretary
Federal Communications Commission
The Portals, Room TW-A325
455 12th Street, S.W.
Washington, D.C. 20554

FOR INTERNAL USE ONLY

NON-PUBLIC

REQUEST FOR CONFIDENTIAL TREATMENT

**Re: Star One S.A.
Petition for Declaratory Ruling To Include the Star One C1 Satellite at 65° W.L. on
the Permitted Space Station List
File No. SAT-PPL-20050706-00143; Call Sign S2677**

Dear Ms Dortch:

Pursuant to Sections 0.457 and 0.459 of the Commission Rules governing the submission of confidential materials, 47 C.F.R. §§ 0.457, 0.459, Star One S.A. ("Star One"), respectfully request that certain portions of Exhibits 4 and 5 to the above-referenced petition for declaratory ruling ("Petition") be treated as confidential and not routinely available to the public. The Petition, together with redacted versions of the two exhibits, were filed electronically today via the International Bureau Filing System ("IBFS").

Exhibits 4 and 5 contain information relating to the construction of the Star One C1 satellite, licensed by Brazil, to be located at the 65° W.L. orbit location. Exhibit 4 contains a copy of the satellite construction contract between Star One and Alcatel Space. Exhibit 5 contains information relating to the construction status (including critical design review) of the Star One C1 satellite. Star One is submitting this information in support of its request that its initial performance bond under 47 C.F.R. § 25.165 be reduced to \$750,000 in view of the fact that Star One has already met the first three satellite construction milestones applicable under 47 C.F.R. §§ 25.164 and 25.137.

FOR INTERNAL USE ONLY

NON-PUBLIC

WASHINGTON • NEW YORK • PHOENIX • LOS ANGELES • LONDON • BRUSSELS

Marlene H. Dortch
 July 6, 2005
 Page 2

The information in Exhibits 4 and 5 qualifies as “commercial or financial information” that “would customarily be guarded from competitors” regardless of whether or not such materials are protected from disclosure by a privilege. *See* 47 C.F.R. § 0.457(d); *see also Critical Mass Energy Project v. NRC*, 975 F.2d 871, 879 (D.C. Cir. 1992) (“[W]e conclude that financial or commercial information provided to the Government on a voluntary basis is ‘confidential’ for the purpose of Exemption 4 if it is of a kind that would customarily not be released to the public by the person from whom it was obtained.”).

In addition, the Exhibits contain sensitive information that if disclosed could place Star One and Alcatel Space at a competitive disadvantage, including specific information regarding price terms, interest terms, insurance terms and obligations, allocation of liability, and termination provisions, and therefore warrant protection under 47 C.F.R. § 0.459. Both Star One and Alcatel Space would be placed at a significant disadvantage if these detailed terms of their contract were revealed to competing service providers, who stand to benefit competitively from any knowledge of the redacted commercial terms included in these materials.

In support of this request, and pursuant to 47 C.F.R. § 0.459(b), Star One hereby states as follows:

1. As noted above, the information for which confidential treatment is sought is being submitted in support of Star One’s request for an initial bond reduction in view of demonstrated compliance with the first three satellite construction milestones applicable under the Commission’s rules. *See* 47 C.F.R. §§ 25.164 and 25.137. A public, redacted version of Exhibits 4 and 5 has been submitted together with the Petition via IBFS.
3. This information contains extremely sensitive commercial and financial information that would customarily be kept from competitors. Specifically, the information consists of the price terms and commercially sensitive non-price terms agreed upon with Alcatel Space for the construction of the Star One C1 satellite for Star One. Star One would be severely prejudiced in its ability to compete if specific information regarding Star One’s price and critical non-price terms were released to competitors. Moreover, Star One would be prejudiced in any future negotiations regarding construction of satellites if its pricing, technical and insurance-related information were available to other satellite construction companies or to prospective purchasers of satellites.
4. ~~Star One’s competitors, as well as the competitors of Alcatel Space, stand to benefit competitively from any knowledge of the price and critical non-price terms contained in the contract between the two parties. Competitors~~

Marlene H. Dortch
 July 6, 2005
 Page 3

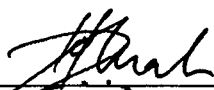
would also benefit from knowledge of the construction status of the Star One C1 satellite.

5. Disclosure of the information for which confidential treatment is sought could result in substantial harm to Star One and Alcatel Space by revealing to their competitors, the satellite construction industry and the public Star One's agreed-upon price and critical non-price terms, as well as the construction status of the Star One C1 satellite. Such information could be used by the competitors of Star One to develop competing service offerings. *See In re Application of Mobile Communications Holdings, Inc. for Authority to Construct the ELLIPSO Elliptical Orbit Mobile Satellite System*, 10 FCC Rcd. 1547, 1548 (Int'l Bur. 1994) ("buyers receive a clear competitive advantage if they know the prices that other buyers have been charged as a result of individual negotiations."). Moreover, Star One would be prejudiced in any future negotiations regarding construction of satellites if such information were available to satellite construction companies.
6. Star One and Alcatel Space take significant measures to ensure that this information is not disclosed to the public. The attached material for which non-disclosure is sought is not available to the public.
7. Star One requests that the attached material be withheld from disclosure for an indefinite period. Disclosure of this information at any time could jeopardize the competitive position of Star One and Alcatel.
8. Finally, Star One notes that denying its request that this information be kept confidential would impair the Commission's ability to obtain this type of voluntarily disclosed information in the future. The ability of a government agency to continually obtain confidential information was behind the legislative purpose in developing exemptions from the Freedom of Information Act. *See Critical Mass Energy Project v. NRC*, 975 F.2d 871, 878 (D.C. Cir. 1992) ("Where, however, the information is provided to the Government voluntarily, the presumption is that [the Government's] interest will be threatened by disclosure as the persons whose confidences have been betrayed will, in all likelihood, refuse further cooperation."). The U.S. Court of Appeals for the D.C. Circuit has recognized a "private interest in preserving the confidentiality of information that is provided the Government on a voluntary basis." *Id.* at 879. The Commission should extend a similar recognition to the enclosed materials.

Marlene H. Dortch
July 6, 2005
Page 4

Star One requests that the Commission not release these redacted materials if its request for confidentiality is denied in whole or in part without first consulting with Star One.

Respectfully submitted,



Alfred Mamlet
Chung Hsiang Mah
Step toe & Johnson LLP
1330 Connecticut Ave., N.W.
Washington, D.C. 20036
(202) 429-3000
Counsel for Star One S.A.

Enclosures

cc: Roderick Porter, International Bureau