

June 23, 2017

Via Electronic Filing

Marlene H. Dortch, Secretary
Federal Communications Commission
445 Twelfth Street, SW
Washington, DC 20554

Re: IBFS File Nos.SAT-MOD-20170411-00061 and SES-MOD-20170412-00422

Dear Ms. Dortch:

Recently, the Wireless Communications Association International (“WCAI”) raised concerns with Globalstar, Inc. (“Globalstar”) regarding the network operating system discussed in the above-referenced applications and the related interference mitigation practices that Globalstar and its affiliates would employ in the event of a complaint of harmful interference to any Broadband Radio Service (“BRS”) or Educational Broadband Service (“EBS”) licensee. Subsequently, WCAI and Globalstar have worked cooperatively to address those concerns. As a result of those efforts, they have developed the attached document, which establishes a baseline protocol to govern responses to complaints of harmful interference to BRS/EBS operations. The parties plan continued cooperation on these issues, and they may refine this initial protocol in the future as appropriate. In addition, this protocol does not preclude any individual BRS or EBS licensee from entering into an agreement with Globalstar establishing a different protocol to govern their relationship.

Should you have any questions regarding this filing, please contact the undersigned.

Respectfully submitted,

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/s/ L. Barbee Ponder IV
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Attachment

Globalstar Network Operating System (“NOS”) Details:

Globalstar will establish and follow the below procedures regarding its construction and deployment of the NOS for its terrestrial service at 2483.5-2495 MHz (the “Globalstar Service”):

1. Globalstar will establish both a toll-free NOS hotline and a NOS website for receiving complaints regarding claimed harmful interference from the Globalstar Service to other services. The hotline and website will be available for use by providers of licensed services and monitored by Globalstar 24 hours a day, seven days a week.
2. Prior to using either the NOS hotline or website to report harmful interference, a service provider must make a commercially reasonable assessment that the harmful interference is not caused by sources other than the Globalstar Service.
3. The service provider will provide specific information supporting the claim that the Globalstar Service is causing harmful interference, including, to the extent that such information is readily available and can be provided without unduly delaying resolution of the interference, identifying the service provider, the specific service(s) being affected, the specific location(s) of the affected device(s), the frequencies of operation of the affected device(s), and the date(s), time(s) and duration of the claimed interference event(s).
4. While every situation is unique and may require an individualized response, Globalstar will generally undertake the following steps to (i) determine whether the Globalstar Service is the cause of the claimed interference and (ii) resolve such interference.
 - a. First, Globalstar will determine whether there are any Globalstar Service base stations or access points (elsewhere referred to as “access points” in this document) operating within the specific geographic area where the service provider is claiming unacceptable interference. An outdoor Globalstar access point will be considered within the geographic area if it is within one mile of where harmful interference is alleged to occur, and an indoor Globalstar access point will be considered within the geographic area if it is within one-half mile of where harmful interference is alleged to occur. If there are no Globalstar Service access points operating within that geographic area, Globalstar will communicate this information to the service provider and terminate its investigation of this claim.
 - b. If there are Globalstar Service access points operating within the geographic area, Globalstar will open a “trouble ticket” and receive the above-described information from the service provider. Globalstar will review the information received and provide an initial assessment/status report to the service provider within 24 hours of receipt of the complaint. Globalstar will use this information solely to address the claim of harmful interference.
 - c. During this initial 24 hour assessment period, Globalstar will be required to determine whether the Globalstar Service access points in the relevant geographic area are operating

consistently with specifications, including power levels, etc. If Globalstar determines that a Globalstar Service access point is malfunctioning or not acting within licensed requirements, and that such issue could be causing the claimed interference, this Globalstar Service access point(s) will immediately cease operating and will not resume service until the equipment is repaired or replaced. The service provider will be notified of this activity and asked whether such actions eliminated the claimed harmful interference.

d. If all Globalstar Service access points in the geographic area are operating consistently with specifications and, nonetheless, the service provider indicates that the unacceptable interference is continuing, Globalstar will commence mitigation efforts during which the Globalstar Service access points operating in that area will be turned off, powered down, moved to a different location, or subject to other remedial action. The specific mitigation techniques utilized will be at Globalstar's discretion initially, but Globalstar shall be required to employ all possible mitigation techniques, up to and including cessation of operations in the affected geographic area, to eliminate the harmful interference. This mitigation activity must be completed within a commercially reasonable timeframe, but in no event more than 96 hours from the submission of the complaint.

e. During this mitigation period, it may be necessary for Globalstar to conduct a site assessment of the geographic area where the claimed harmful interference is occurring. The service provider must cooperate and, to the extent necessary, provide Globalstar with the necessary physical access to the service provider's facilities to conduct this assessment. If the service provider refuses to cooperate and provide such access where necessary, Globalstar may terminate its investigation without further obligation.

f. If Globalstar's mitigation activity (including turning off the Globalstar Service access points) does not eliminate the claimed harmful interference, Globalstar will terminate its investigation with a finding that the Globalstar Service was not the cause of the claimed interference.

g. If Globalstar concludes that its operations are causing harmful interference to the other service, Globalstar and the service provider must work in a commercially reasonable manner to determine what long-term modifications to Globalstar's facilities are necessary to mitigate the detrimental impact of the Globalstar Service, while minimizing any detrimental impact on the Globalstar Service. Both Globalstar and the service provider have an obligation to work cooperatively to identify mitigation techniques that Globalstar can implement to remedy any harmful interference.

h. In the event that Globalstar is required to cease operations, reduce power or otherwise modify its operations in a given area to mitigate harmful interference, and subsequently desires to further modify its operations in a manner that could cause harmful interference to the service provider, Globalstar will provide such service provider with advance notice of such modification and offer the service provider a reasonable opportunity to evaluate the proposed modification before it is implemented.

5. If a service provider is not satisfied with the actions taken by Globalstar to resolve its claimed interference, such service provider may elevate the complaint to the Commission pursuant to Section 25.255 of the FCC's Rules. If necessary, Globalstar commits to working with the Commission towards a commercially reasonable resolution of such interference issues.