

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
STATE OF INDIANA) WT Docket No. 02-55
and) TAM-12005
SPRINT CORPORATION)

HEARING DESIGNATION ORDER

Adopted: October 17, 2017

Released: October 17, 2017

By the Acting Chief, Policy and Licensing Division, Public Safety and Homeland Security Bureau:

I. INTRODUCTION

1. By this Hearing Designation Order, pursuant to Sections 0.191(f) and 90.677(d)(2) of the Commission's rules, we grant a Petition for De Novo Review (Petition), filed by the State of Indiana, and commence a hearing proceeding before a Federal Communications Commission (Commission) Administrative Law Judge to resolve specific, 800 MHz rebanding disputes between Indiana and Sprint Corporation (Sprint) (collectively Parties). As discussed below, the issues relate to the costs to be reconciled as part of the closing of the Parties' Frequency Reconfiguration Agreement (FRA). This cost reconciliation is required by the Commission's orders governing the nationwide 800 MHz rebanding initiative.

II. BACKGROUND

2. In 2004, the Commission adopted the first of several orders which, collectively, established a comprehensive plan for reconfiguration (rebanding) of the 800 MHz band. In the Rebanding Orders, the Commission recognized that, for years, licensees of public safety systems operating in the 800 MHz band had encountered increasing amounts of interference from commercial mobile radio service (CMRS) providers that also were operating in the 800 MHz band. The Rebanding Orders provided, among other things, that public safety licensees would be relocated to lower segments of the 800 MHz band to provide adequate spectral separation from CMRS providers using technologies incompatible with the technology used by public safety licensees. The Commission directed that Sprint

1 47 CFR §§ 0.191(f), 90.677(d)(2).

2 Petition for De Novo Review filed by the State of Indiana (Indiana or State) (filed June 1, 2017) (Petition).

3 See Improving Public Safety Communications in the 800 MHz Band, Report and Order, Fifth Report and Order, Fourth Memorandum Opinion and Order, and Order, 19 FCC Rcd 14969, 15021-45, 15069 paras. 88-141, 189 (2004) (800 MHz Report and Order).

4 See 800 MHz Report and Order; Improving Public Safety Communications in the 800 MHz Band, Supplemental Order and Order on Reconsideration, 19 FCC Rcd 25120 (2004); and Improving Public Safety Communications in the 800 MHz Band, Memorandum Opinion and Order, 20 FCC Rcd 16015 (2005) (collectively, Rebanding Orders).

5 800 MHz Report and Order, 19 FCC Rcd at 15045-15079 paras. 142-207.

6 Id.

provide public safety licensees with comparable facilities on their new channel(s), and a seamless transition to enable public safety operations to continue without interruption during the relocation process.⁷ Public safety and other licensees using similar technology were obligated to have their 800 MHz systems rebanded at minimum reasonable cost.⁸

3. The complex rebanding plan contemplated that Sprint would negotiate an FRA with each licensee whose system was slated to be relocated.⁹ The FRA established the terms, conditions and costs of relocating the licensee's system to its new channel assignment(s) at Sprint's expense, including the expense of retuning or replacing, as required, the relocating licensee's equipment.¹⁰

4. To facilitate FRA negotiations, the Commission established a negotiation period to allow Sprint to negotiate with each relocating licensee.¹¹ If parties are unable to negotiate an FRA by the end of the mandatory negotiation period, they are required to enter into mediation. If the parties are unable to reach agreement by the end of the mediation period, the mediator refers the matter to the Commission's Public Safety and Homeland Security Bureau (PSHSB).¹² Thereafter, PSHSB conducts a *de novo* review of the mediation record, including the parties' respective position statements, and issues an order disposing of all disputed issues.¹³

5. Indiana and Sprint were unable to resolve disputed issues during mediation. Therefore, the 800 MHz Transition Administrator¹⁴ advised PSHSB that the parties were at an impasse in negotiating the costs to be reconciled as part of the closing of their FRA. On January 11, 2017, PSHSB released an order instructing the parties to state their positions on 14 disputed issues.¹⁵ On May 22, 2017, the PSHSB

⁷ *Id.* at 14986 para. 26.

⁸ *Id.* at 14986 para. 26.

⁹ *Id.* at 15078 para. 201.

¹⁰ *Id.*

¹¹ 47 CFR § 90.677(b-c).

¹² Originally, the mediator was to forward the mediation record and a recommended resolution to the Chief of the Public Safety and Critical Infrastructure Division of the Commission's Wireless Telecommunications Bureau. See *Wireless Telecommunications Bureau Announces Procedures for De Novo Review in the 800 MHz Public Safety Proceeding*, Public Notice, 21 FCC Rcd 758 (WTB 2006) (De Novo Procedures PN). See also 47 CFR § 90.677(d) (2005). However, on September 25, 2006, the Commission delegated this authority to PSHSB. See *Establishment of Public Safety and Homeland Security Bureau*, Order, 21 FCC Rcd 10867 (2006).

¹³ *De Novo Procedures PN*, 21 FCC Rcd at 758-59 paras. 4, 10.

¹⁴ In the *800 MHz Report and Order*, the Commission found that a Transition Administrator (TA) subject to oversight by the Commission was the best approach for ensuring that band reconfiguration proceeds on schedule. The TA also serves to mediate disputes that may arise in the course of band reconfiguration. See *800 MHz Report and Order*, 19 FCC Rcd at 15070-74 paras. 190-200

¹⁵ *State of Indiana and Sprint Corporation, Order Designating Issues for Briefing*, (PSHSB, Jan. 11, 2017) (*Briefing Order*). The *Briefing Order* is attached to the *Indiana Order* as Appendix A. Indiana opposed the *Briefing Order* on, *inter alia*, jurisdictional grounds but both parties submitted their briefs as directed. See *Motion to Vacate Order Designating Issues for Briefing, Motion to Dismiss*, filed Jan. 13, 2017 by the State of Indiana (State Motion). On January 17, 2017, Sprint filed an opposition to the State Motion (Sprint Opposition).

issued an order deciding the disputed issues.¹⁶ Thereafter, Indiana filed a timely petition for *de novo* review by the Commission, pursuant to paragraph 194 of the *800 MHz Report and Order*.¹⁷

A. Outstanding Issues.

6. Indiana, by its Petition, seeks review *de novo* by an Administrative Law Judge of the Bureau's disposition of the disputed issues addressed in the *Indiana Order*. We set out those issues and the parties' positions below.

1. Burden of Proof¹⁸

7. The Commission determined that the licensee has the burden of demonstrating that the cost of relocation is "the minimum necessary to provide facilities comparable to those presently in use."¹⁹ Indiana asserts that the burden of proof regarding cost reconciliation in this proceeding is on the party seeking a remedy. According to Indiana, if a licensee claims that additional payments are due from Sprint and Sprint disagrees, then the burden of proof is upon the licensee to make that claim. If Sprint is claiming a refund from the licensee, Indiana argues the burden of proof is upon Sprint to demonstrate that such a refund is due. Whether Indiana is correct in this assertion is a matter to be tried at hearing, and Indiana is assigned the burden of proceeding with the introduction of evidence and the burden of proof to show its assertion is correct.

8. Indiana claims that its position is a basic tenet of contract law but cites no case law or legal treatise to support its position. Indiana also claims that no Commission rules or precedent are applicable to the burden of proof issue. It argues that none of the Commission's orders dictates "actions to be taken other than to recommend alternative dispute resolution of litigation in the courts."²⁰ Indiana contends that the Commission does not award money damages arising out a dispute involving a contract between parties, but claims that money damages are what Sprint is seeking.

2. Equivalency in Number of Replacement and Replaced Radios²¹

a. EFJ Radios

9. The contractual FRA between Indiana and Sprint provides that, in order to obtain new replacement radios, Indiana must return to Sprint, Indiana's radios that cannot be retuned to the new frequencies to which Indiana's system is being retuned.²² The FRA provides that one old radio must be returned for each new radio supplied. Indiana claims that its vendor for the EFJ radios provided 583 new EFJ 5100 portable radios and 337 new EFJ 5300 mobile radios for a total of 920 radios. It represents it has a list of the serial numbers for 913 of the new EFJ radios and that the vendor provided an explanation of why serial numbers were not listed for 7 of the radios. Indiana claims that the following radios were returned to Sprint:

- 256 old mobile radios that had been replaced with EFJ 5300 mobile radios;

¹⁶ *State of Indiana and Sprint Corporation*, Memorandum Opinion and Order, , 32 FCC Rcd 4058 (PSHSB 2017) (*Indiana Order*) para. 1. PSHSB made a determination on each of the 14 disputed issues and dismissed the State Motion. *Indiana Order* paras. 4-12.

¹⁷ *800 MHz Report and Order*, 19 FCC Rcd at 15072 para. 194.

¹⁸ See *Indiana Order* at paras. 14-17.

¹⁹ *800 MHz Report and Order*, 19 FCC Rcd at 15075 para. 198; See *Indiana Order* at para 18; see *De Novo Procedures PN* at 760, para.9.

²⁰ Indiana Brief of Issues, January 30, 2017 at 2.

²¹ See *Indiana Order* at paras. 20-23.

²² We refer to these radios that cannot be retuned as "old" radios.

- 87 excess, *i.e.*, not needed, new EFJ 5300 mobile radios;
- 325 old portable radios that had been replaced with EFJ 5100 portable radios; and
- 245 excess, *i.e.*, not needed, new EFJ 5100 portable radios.

The sum of the EFJ radios that Indiana alleges were returned to Sprint is 913, 7 radios fewer than the 920 new radios supplied.²³ Moreover, there is a discrepancy between the number of portable radios (583 supplied vs. 570 returned) and the number of mobile radios (337 supplied vs. 343 returned). Sprint claims that it is entitled to the Product Typical Value (PTV) of the 7 new radios that were not matched by returned radios, and for the differential PTV of the portable and mobile radios, the mobile radios being more expensive.

3. Motorola Radios²⁴

10. Indiana's vendor/consultant, EMR Consulting Inc. (EMR), ordered 185 XTL 2500 radios and 5 XTS 2500 radios in excess of the number needed for rebanding of Indiana's system and attempted to return the radios to Motorola which refused them because they were returned more than 90 days after purchase consistent with the contract. Sprint contends that Indiana is responsible to reimburse Sprint for the cost of the radios not timely returned because Sprint had paid Indiana for the unreturned radios. However, according to Indiana, there existed an adjusted contract which contained no time limit for the return of unused replacement equipment, thus allowing EMR to return the 190 radios at any time.²⁵ Indiana contends that Sprint cannot claim the cost of the 190 radios because the contract between Motorola and EMR states that "[Sprint] would not pay for replacement radios which were unmatched with replaced equipment." Sprint contends that since both the FRA and the EMR/Motorola agreement were signed in 2009, EMR had notice of the return conditions at that time, but failed to return the radios to Motorola for over a year.

4. Motorola Radio Accessories²⁶

11. EMR also failed to return Motorola radio accessories beyond the 90 day return limit specified in its contract with Motorola. Its position tracks that taken with respect to the radios themselves. Sprint asserts that both the FRA and the Motorola/EMR contract specified that "unmatched equipment" be returned to Motorola within 90 days of receipt and claims it is entitled to withhold or recoup the cost of the accessories.

5. Storage, Insurance and Handling Costs²⁷

12. Indiana asserts that Sprint is liable for \$32,881 in storage, insurance and handling costs incurred by EMR in storing the 190 radios and accessories, *supra*, that Motorola refused to accept for return credit. It argues that, because Sprint paid the storage charges prior to the time Motorola refused to accept the return of the radios, the storage costs subsequent to that time are also a portion of the cost of rebanding. Sprint argues that Indiana is responsible for these charges because EMR incurred them by failing to timely return the equipment.

²³ Sprint's claim of radios returned differs from that of Indiana. Sprint claims that 254 old mobile radios and 82 excess new mobile radios were returned and that 324 old portable radios and 249 excess new radios were returned.

²⁴ *Indiana Order* at paras. 25-29.

²⁵ Neither EMR nor Indiana produced such an adjusted contract or any other documentation that would substantiate the claim that the radios could be returned for credit at any time.

²⁶ *Id.* at paras. 32-34.

²⁷ *Id.* at paras. 36-38.

6. Radios Allegedly Not Part of Indiana System²⁸

13. Indiana sent 10 old Motorola XTL 2500 radios and 9 old XTS 2500 radios to Sprint and Sprint furnished 19 new radios in exchange. Subsequently, Sprint claims that it examined the 19 old radios and that they were not programmed for use in Indiana's pre-rebanding system. Sprint offered an affidavit in which it was claimed that the old radios had been used in a system operated by Delaware County and, in Delaware County's rebanding, had already been exchanged for new radios from Sprint.²⁹

14. Indiana contends that it was "not involved in Delaware County's original rebanding effort...[and] has no knowledge of the contents of Delaware County's FRA nor what specific efforts Delaware County expended in its performance under its FRA."³⁰ Indiana claims that it has determined that the radios in question were all part of the original inventory of radios upon which the Indiana FRA was based, were accounted for in the equipment inventory, and thus were eligible for rebanding. Sprint claims it should be able to recoup the PTV for 10 XTL and 9 XTS 2500 Radios.

7. Alleged Damaged or Defective Radios³¹

15. Indiana sent 13 old radios (4 XLT 2500, 8 XTS 2500, and 1 XTS 5000 radio) in exchange for new radios. Sprint claims that the old radios were: (a) not in working condition (2 XTL 2500, 5 XTS 2500 and 1 XTS 5000 radios), or (b) not a model eligible for replacement (1 XTL 2500 and 3 XTS 2500 radios), or (c) not capable of operation in the 800 MHz band (1 XTL 2500 radio). Indiana contends that the 2 XTL2500, 5 XTS 2500, and 1 XTS5000 radios were somehow damaged after Indiana took the radios out of service and returned them for new radios. Indiana concedes, however, that it may inadvertently have shipped four ineligible XTS radios, and that the XTL 2500 UHF radio was not eligible for replacement. Sprint states that the FRA requires old radios returned for replacement must be in working condition and seeks to withhold or recoup the PTV of the new radios supplied.

8. Replacement Radios to Preserve Continuity of Service³²

16. Indiana deployed 7 new replacement radios (4 XTL 2500 and 3 XTS 2500 radios) which it alleged were necessary to preserve "continuity of service" when, Indiana claims, Motorola field personnel were unable to reband radios in the field. Sprint claims, however, that it later determined that those 7 radios could be rebanded in the field using a process to repair those radios that failed during reprogramming. Sprint asserts that an email exchange establishes that the repair process was described to Indiana's consultant/vendor. Accordingly, Sprint seeks to withhold or recoup the PTV of the 7 radios.

9. Offsetting Replacement Radios³³

17. Indiana claims that, if it returned more replacement-eligible radios than it received for one model of radio, and returned fewer replacement-eligible radios than it received for another model of radio -- that the overage in one category should offset the shortfall in the other category. Sprint contends otherwise.

²⁸ *Id.* at paras. 40-42.

²⁹ It is uncontested that Delaware County stated in an affidavit that 18 of the 19 radios, *supra*, had been destroyed.

³⁰ Indiana Brief of Issues, January 30, 2017 at 11.

³¹ *Id.* at paras. 46-48.

³² *Id.* at paras. 50-52.

³³ *Id.* at para. 54. The Bureau found that this issue was moot. *Id.* at para 55.

B. SIP Terminals³⁴

18. Indiana received 2 new SIP (Session Initiation Protocol) terminals from Sprint but failed to return the 2 old SIP terminals. Indiana concedes that it did not return the 2 SIP terminals to Sprint, but claims Sprint was not harmed because, had the old terminals been sent to Sprint, Sprint would have had them destroyed. Sprint contends that Indiana had an obligation under the FRA to return the used SIP equipment and that it failed to do so and thus seeks to withhold or recoup the cost of the new terminals.

C. Consultant/Vendor Costs³⁵

19. Indiana alleges that Sprint is responsible for the costs that Indiana's consultant/vendor, EMR, claims that it incurred in connection with cost reconciliation, arguing that the cost overruns were due to unforeseen issues that arose during the reconciliation process. Sprint contends that the overruns were attributable to EMR's poor record keeping. Indiana seeks in excess of \$16,500 from Sprint for the cost overruns.

D. Legal Fees³⁶

20. Indiana submitted a change notice request contending that Sprint should reimburse it for additional legal fees charged by its outside counsel, Robert Schwaninger, Jr., for his services provided in connection with the cost reconciliation process. Sprint declined the change notice request, alleging that legal fees in connection with cost reconciliation were already accounted for in the FRA.

E. Good Faith³⁷

21. Indiana denies Sprint's claim that, in the course of mediation over cost reconciliation, Indiana and its consultant/vendor breached the duty of utmost good faith imposed by the *800 MHz Report and Order*. According to Sprint, the costs Indiana presented during mediation were excessive, the participants were unprepared on mediation calls, and Indiana failed to produce records that might have moved the process more quickly. Indiana claims that, while many circumstances can delay and frustrate the reconciliation process, delay and frustration do not amount to a breach of the utmost good faith obligation.

III. CONCLUSION AND ORDERING CLAUSES

22. Section 90.677(d)(2) of the Commission's rules allows either party to a rebanding dispute, as a matter of right, to appeal a Bureau decision on disputed issues referred to from mediation by petitioning for an evidentiary hearing before an Administrative Law Judge.³⁸ The petition for a hearing must be filed within ten days of the effective date of the Bureau order. In the instant case, because Indiana is a party in a rebanding dispute, and has filed an appeal of a Bureau decision within ten days of the effective date thereof, we find that the Petition satisfies the requirements of Section 90.677(d)(2). Therefore, the Petition is hereby granted, and the disputed issues are designated for hearing.

23. Accordingly, IT IS ORDERED that the Petition for *De Novo* Review, filed on June 1, 2017, by Indiana, IS GRANTED.

24. IT IS FURTHER ORDERED that, pursuant to Section 90.677(d)(2) of the Commission's

³⁴ *Id.* at paras. 56-58.

³⁵ *Id.* at paras. 60-62.

³⁶ *Id.* at paras. 64-66.

³⁷ *Id.* at paras. 68-70.

³⁸ 47 CFR § 90.677(d)(2). As we stated in the *De Novo Procedures* PN, *supra* n. 11, the evidentiary hearing before the Administrative Law Judge will be governed by Sections 1.201-1.364 of the Commission's Rules, 47 CFR §§ 1.201-1.364. *De Novo Procedures* PN, 21 FCC Rcd at 760 para. 11 n.12.

Rules, 47 CFR § 90.677(d)(2), the Indiana case, as described above, IS DESIGNATED FOR HEARING before an Administrative Law Judge, at a time and place to be specified in a subsequent order, on the following issues:

- a. Which party bears the burden of proof of demonstrating that the cost of relocation is “the minimum necessary to provide facilities comparable to those presently in use”?
- b. The number of new EFJ 5100 and EFJ 5300 radios received by Indiana, the number of old radios and new excess radios Indiana returned to Sprint and the derivation of those numbers.
- c. If more new EFJ 5100 and EFJ 5300 radios were received by Indiana than the number of old radios returned by Indiana, whether Indiana is responsible for paying Sprint the Product Typical Value of the excess number of new radios received. If this issue is decided adversely to Indiana, the Product Typical Value that Sprint is entitled to withhold or recoup from Indiana.
- d. Whether Indiana’s vendor/consultant, EMR, was untimely in attempting to return to Motorola, 185 Motorola XTL 2500 radios, and accessories, and five Motorola XTS 2500 radios and accessories, and, if so, whether the untimely submission was in violation of the provisions of the contract between EMR and Motorola and the Frequency Reconfiguration Agreement between Indiana and Sprint. If this issue is decided adversely to Indiana, the Product Typical Value that Sprint is entitled to withhold or recoup from Indiana.
- e. Whether Sprint is liable for \$32,881.00 in storage, insurance and handling costs incurred by EMR after EMR attempted to return 190 radios to Motorola.
- f. Whether Sprint may deduct or recoup from Indiana, the Product Typical Value of the 10 new Motorola XTL 2500 and 9 XTS 2500 radios that Sprint provided to Indiana to replace 19 old radios that allegedly were previously the property of Delaware County, Indiana, and which were not programmed to operate on Indiana’s pre-rebanding system.
- g. Whether 13 radios (4 Motorola XLT 2500, 8 XTS 2500, and 1 XTS 5000 radios) submitted to Sprint by EMR, were (1) not in working condition (2 XTL 2500, 5 XTS 2500 and 1 XTS 5000 radios), or (2) not a model eligible for replacement (1 XTL 2500 and 3 XTS 2500 radios), or (3) not capable of operation in the 800 MHz band (1 XTL 2500 radio); and, if so, whether Sprint may deduct or recoup from Indiana, the Product Typical Value of radios that Sprint furnished as replacements for the enumerated radios.
- h. Whether Sprint may deduct or recoup the Product Typical Value of 7 new replacement radios (4 Motorola XTL 2500 and 3 XTS 2500 radios) that Indiana claims were deployed to preserve “continuity of service” because Motorola field personnel allegedly were unable to reband the replaced radios in the field, but where Sprint later allegedly determined that the radios could be rebanded.
- i. By reference to the Frequency Reconfiguration Agreement between the Parties and the Commission’s 800 MHz orders and case law, whether—if Indiana returned more replacement-eligible radios than it received for one model of radio, and returned fewer replacement-eligible radios than it received for another model of radio—Indiana may use the overage in one category to offset the underage in another category. If this issue is decided adversely to Indiana, the Product Typical Value that Sprint may withhold or recoup from Indiana.
- j. Whether Sprint may deduct or recoup from Indiana, the cost of 2 new GenWatch terminals that Sprint provided to replace 2 old SIP terminals, where Indiana failed to return the replaced SIP terminals to Sprint.
- k. Whether Sprint must pay or credit Indiana, the costs its consultant/vendor, EMR, asserts it

incurred in connection with cost reconciliation and, if so, the amount that Sprint must pay or credit.

- l. Whether Sprint must pay Indiana for the legal fees Indiana incurred for preparation of Indiana's Motion for Stay of Memorandum Opinion and Order or, in the Alternative, Motion to Modify the Daily Call Requirement and legal fees incurred or to be incurred by Indiana in connection with subsequent filings to the Commission by Indiana, including, without limitation, legal fees associated with prosecuting the instant hearing.
- m. Whether Indiana failed to fulfill its duty to act in utmost good faith during the cost reconciliation mediation and, if so, the consequences thereof.

25. IT IS FURTHER ORDERED that the burden of proceeding with the introduction of evidence and the burden of proof upon such issues SHALL BE UPON the State of Indiana.³⁹

26. IT IS FURTHER ORDERED, pursuant to Section 1.221(c) of the Commission's Rules, 47 CFR § 1.221(c), that, to avail themselves of the opportunity to be heard, Indiana and Sprint, by their respective counsel, SHALL EACH FILE with the Commission, in triplicate, within 20 calendar days of the release of this Hearing Designation Order, a written appearance stating that it will appear on the date fixed for hearing and present evidence on the issues specified in the Hearing Designation Order.

27. IT IS FURTHER ORDERED, pursuant to Section 1.221(f) of the Commission's rules, 47 CFR § 1.221(f), that Sprint SHALL FILE the hearing fee specified in Section 1.1102(11) of the Commission's Rules, 47 CFR § 1.1102(11), with its written appearance.

28. IT IS FURTHER ORDERED, pursuant to Section 1.1114(f) of the Commission's rules, 47 CFR § 1.1114(f), that Indiana IS EXEMPT from filing, and need not file, in connection with this hearing proceeding, a hearing fee with its written appearance.

29. IT IS FURTHER ORDERED that copies of this Hearing Designation Order SHALL BE SENT, via Certified Mail - Return Receipt Requested, to: Indiana, c/o Robert H. Schwaninger, Jr., Esq., Schwaninger and Associates, P.C., 1331 H Street, N.W., Suite 500, Washington, DC 20005; Heather M. Crockett, Section Chief, Asset Recovery and Bankruptcy Litigation, Office of Attorney General Curtis Hill, 302 West Washington Street, IGCS-5th Floor, Indianapolis, Indiana 46204; William M. Braman, Senior Deputy Attorney General, Office of Attorney General Curtis Hill, 302 West Washington Street, IGCS-5th Floor, Indianapolis, Indiana 46204 and to Sprint, c/o Laura Phillips, Esq., Drinker Biddle & Reath, LLP, 1500 K Street, N.W., Suite 1100, Washington, DC 20005-1209.

30. IT IS FURTHER ORDERED that this Hearing Designation Order or a summary thereof SHALL BE PUBLISHED at the earliest practicable date in the Federal Register.

31. IT IS FURTHER ORDERED that the Chief, Enforcement Bureau, SHALL BE MADE A PARTY to this proceeding without the need to file a written appearance.

FEDERAL COMMUNICATIONS COMMISSION

Michael J. Wilhelm
Acting Chief, Policy and Licensing Division
Public Safety and Homeland Security Bureau

³⁹ See 47 CFR § 1.254.