

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554**

In the Matter of	)	ICFS File No.
	)	
Ligado Networks Subsidiary, LLC, Debtor- in-Possession	)	SAT-MOD-20251206-00374
	)	
For Authority to Launch and Operate the SkyTerra Next Non-Geostationary Orbit System	)	Call Sign S2358

**REPLY COMMENTS OF INMARSAT GLOBAL LTD.**

Inmarsat Global Ltd., on behalf of itself and its affiliates (collectively, “Inmarsat”), submits these reply comments in connection with the above-referenced application (the “Application”) of Ligado Networks Subsidiary, LLC, Debtor-in-Possession (“Ligado”). Inmarsat supports approval of the Application on the terms specifically requested by Ligado, including: (i) its commitment—which has been supported by its partner, AST & Science, LLC (“AST”)—that “the operations of all AST and Ligado spacecraft, individually and taken as a whole, and regardless of orbit, will be consistent with and remain within the technical, geographic and other limitations in the Amended Inmarsat Cooperation Agreement” and (ii) its request that the Commission “give effect to” the Amended Inmarsat Cooperation Agreement and other agreements between the parties “by licensing [the Proposed NGSO System] to operate in accordance with the terms of such agreements.”

In its Petition to Deny (and related subsequent filings), Iridium Communications Inc. (“Iridium”) raises concerns about the ability of Ligado’s proposed “SkyTerra Next” constellation to coexist with Inmarsat’s operations and claims that the “Application raises significant technical

issues[.]”<sup>1</sup> Iridium refers to the March 4, 2026 order issued by the U.S. Court of Appeals for the Third Circuit.<sup>2</sup> In that order, the court discusses two agreements executed as part of Ligado’s bankruptcy proceeding: the “Amended Inmarsat Cooperation Agreement” (between Inmarsat and Ligado) and the “Inmarsat-AST Agreement” (between Inmarsat and AST). The court states that “the plain language” of these agreements: (i) “commit[s] Ligado and AST to ensure the operations of the Proposed NGSO System [*i.e.*, SkyTerra Next] comply with” the terms of those agreements, “*regardless of whether the satellites are GSO or NGSO;*” and (ii) establishes that the “*NGSO and GSO systems*” of the parties are to “coexist in accordance with the Amended Inmarsat Cooperation Agreement[.]”<sup>3</sup>

The Amended Inmarsat Cooperation Agreement expressly incorporates the substantive terms of the 2010 Amended and Restated Cooperation Agreement (as amended to date), which the Commission ratified in its original 2007 version.<sup>4</sup> That 2010 Amended and Restated Cooperation Agreement, in turn, specifies various geographic, power, out-of-band emissions and

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<sup>1</sup> See Petition to Deny of Iridium Communications Inc., ICFS File No. SAT-MOD-20251206-00374, at 16 (Mar. 2, 2026); see also *id.* at 23 (expressing concern regarding potential “harmful interference between the new [NGSO] constellation and Inmarsat that would damage both services”) (“Iridium Petition”). The Iridium Petition relies heavily on the filing made by Viasat on February 27, 2026, and subsequently withdrawn on March 2, 2026. The Satellite Safety Alliance has similarly referenced Viasat’s filing. See, e.g., Letter from the Satellite Safety Alliance to the FCC, ICFS File No. SAT-MOD-20251206-00374 (Mar. 10, 2026). But as Ligado notes, this filing has been withdrawn. See Consolidated Opposition to Petition and Response to Comments of Ligado Networks Subsidiary LLC, at 6 n.14 (Mar. 17, 2026).

<sup>2</sup> See Iridium Petition at 19 n.59; see also Supplement to Petition to Deny of Iridium Communications Inc. (Mar. 4, 2026) (attaching Third Circuit’s Opinion, Case No. 26-1444, Doc. 31 (3d Cir. Mar. 4, 2026) (“Opinion”).

<sup>3</sup> Opinion at 7, 4 (emphasis supplied).

<sup>4</sup> See Understanding between the Department of Industry (Canada), the Federal Communications Commission (USA) and the Office of Communications (UK) for the Coordination of Satellite Networks Operating in the L Frequency Band (executed in March 2008).

other limits that are essential to the integrity of the agreements that the Third Circuit referenced. Moreover, AST represented to the Third Circuit that “[b]y executing the Amended Cooperation Agreement and the Inmarsat-AST Agreement, AST and Ligado committed that the operations of the Proposed NGSO System would comply with the [Amended] cooperation agreement’s terms.”<sup>5</sup>

The court’s order is clear that these provisions govern “the operations of all AST and Ligado spacecraft.”<sup>6</sup> Indeed, the court’s order definitively states that language incorporated into both the Amended Inmarsat Cooperation Agreement and the Inmarsat-AST Agreement requires Ligado’s Application (i) to commit to the Commission that “the operations of all AST and Ligado spacecraft, individually and taken as a whole, and regardless of orbit, will be consistent with and remain within the technical, geographic and other limitations in the Amended Inmarsat Cooperation Agreement;” and (ii) to request that the Commission “give effect to” that agreement by authorizing operations “in accordance with the terms of” that agreement.<sup>7</sup> Ligado’s Application includes such a commitment and makes such a request.<sup>8</sup> For its part, AST has: (i) explained that it “looks forward to partnering with Ligado” to deploy and operate the system

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<sup>5</sup> Case No. 26-1444, Doc. 21 at 6 (second bracket in original).

<sup>6</sup> Opinion at 3.

<sup>7</sup> *Id.*

<sup>8</sup> Ligado Application, Legal Narrative at 12.

they will jointly operate;<sup>9</sup> and (ii) raised no objection to the commitment regarding all AST spacecraft made by Ligado on its behalf.<sup>10</sup>

Based on the foregoing, and pursuant to the decision of the U.S. Court of Appeals for the Third Circuit, Inmarsat supports grant of the Application on the terms specifically requested by Ligado; namely, that “the operations of all AST and Ligado spacecraft, individually and taken as a whole, and regardless of orbit, will be consistent with and remain within the technical, geographic and other limitations in the Amended Inmarsat Cooperation Agreement” and that the FCC “give effect to” the parties’ agreements “by licensing [the Proposed NGSO System] to operate in accordance with the terms of such agreements.”<sup>11</sup>

Respectfully submitted,

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<sup>9</sup> See Letter of AST & Science, LLC to FCC, ICFS File No. SAT-MOD-20251206-00374 (Dec. 8, 2025); see also Consolidated Opposition and Response of AST & Science, LLC, ICFS File No. SAT-MOD-20251206-00374, at 2 (Mar. 17, 2026) (asserting that by authorizing L-band operations under limitations agreed to by Ligado, the Commission would avoid introducing “new interference risks” to the L band).

<sup>10</sup> If AST believed Ligado’s representation to be false as to AST’s spacecraft, AST’s duty of candor would require it to note as much.

<sup>11</sup> It may be appropriate for the Commission to take separate action with respect to AST’s authorization to deploy and operate the AST satellites that will house the SkyTerra Next payloads. Inmarsat notes that AST is currently seeking modified authority to deploy and operate those satellites in separate applications pending before the Commission. See, e.g., ICFS File No. SAT-MOD-20260105-00005.

## CERTIFICATE OF SERVICE

I, Matthew R. Friedman, hereby certify that, on March 23, 2026, a true and correct copy of the foregoing Reply Comments of Inmarsat Global Ltd. was served via first-class mail upon the following:

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