

Received & Indexed

DEC 28 2015

WOOKRadioDC
(443) 288-3374

FCC Mail Room

2000 Half St SW
Washington, DC 20024

December 22, 2015

Peter Doyle
Chief, Audio Division
Federal Communications Commission
445 12th Street NW
Washington, DC 20554

Tom Hutton
Deputy Division Chief (Law), Audio Division
Federal Communications Commission
445 12th Street NW
Washington, DC 20554

Gary Loehrs
LPFM
Federal Communications Commission
445 12th Street NW
Washington, DC 20554

In re: Sincere Seven
New LPFM, Washington, DC
File # BNPL-20131114AYL
Facility ID: 195472

Messrs. Doyle, Hutton, and Loehrs:

I founded WOOK Radio DC ('WOOK'; formerly known as 'WOOK LP Radio') in July 2013 with Kendall Mitchell and Brett-Lydie Martin in the District of Columbia to establish a broadcast radio platform featuring the art and culture of greater Washington. In order to qualify for a point under the Commission's scoring system for LPFM applications, I entered the organization into a Fiscal Sponsorship Agreement ('FSA') with Sincere Seven ('S7') -- a 501(c)(3) nonprofit corporation based in the District of Columbia -- on October 30, 2013. Under the terms of the FSA, S7 had fiduciary responsibility only consistent with a sponsoring organization; WOOK had complete authority over its internal management and operation. I directed all aspects of the project from its inception, continuing through the FSA with S7, until S7 breached said agreement in January 2015.

Beginning in September of 2014, S7 took a number of improper actions that escalated in intensity over time. It was at this point when I discovered Mr. Perry Redd, S7's Executive Director, had misrepresented to me his criminal record as reduced to misdemeanor offenses. Given Mr. Redd was neither an executive or non-executive member of S7's board of directors nor was to be materially involved in the management of the radio venture, I did not believe his convictions compromised the application. A more serious incident occurred in November of 2014 when S7 applied for, and won, a \$4,000 grant from D.C. Diversity Fund in the name of WOOK but did not deposit the funds in the station's bank account as per the FSA. By January 2015, S7 had breached its agreement with WOOK to subsequently misrepresent itself to the FCC as having terminated me as an employee. My access to the Commission's CDBS was then blocked or revoked, making it impossible for me to submit any amendments to the application.

URL: wookradiodc.org
Live365: wooklp1640

e-mail: wookradiodc@gmail.com

DEC 28 P 2 53

WOOKRadioDC
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Washington, DC 20024

I am currently pursuing remedy to S7's contractual breach through the legal system. However, the Commission's November 30 letter leaves me with no option but to take action now to preserve the only application accepted from an organization based in the District of Columbia. It is my opinion S7's ongoing fiduciary misconduct and disdain for best practices is symbolic of its general disregard for the purpose and spirit of community broadcasting and the community at large. An immediate waiver to 47 CFR 73.853(d) for transferring the application and construction permit from S7 to WOOK Radio DC in a manner consistent with its rights and privileges as the project according to the FSA is thus justified

Therefore, I request that the Commission restore my access to the CDBS so that I may make amendments to the application as requested by the Commission's November 30 letter, a extension to the expiration date for a re-issued construction permit, and a waiver to 47 CFR 73.853(c) to transfer the re-issued construction permit as described herein. I've enclosed copies of the FSA between WOOK and S7, an affidavit from WOOK's Secretary, Ms. Kendall Mitchell, for reference, along with an Opposition to Radio One's Supplement dated November 14, 2015 or your review and action. Additional documents will be provided upon request. Please contact me to advise at the earliest opportunity.

Regards,


William L. Tucker, Jr.

URL: wookradiodc.org
Live365: wooklp1640

e-mail: wookradiodc@gmail.com

December 21, 2015

Received & Inspected

DEC 28 2015

Before the
Federal Communications Commission
Washington, DC 20554

2015 DEC 28 P 2:53

FOC Mail Room

In re: Application of)
)
Sincere Seven) File no: BNPL-2013114AYL
) Facility ID 195772
For a Construction Permit for)
a new Low Power FM station)
at Washington, DC)

Sent for filing via FedEx

To: Chief, Audio Division, Media Bureau

OPPOSITION TO SUPPLEMENT TO PETITION FOR RECONSIDERATION

William L. Tucker, Jr. hereby files this Supplement in response to the Commission's letter to Sincere Seven ('S7') dated November 30, 2015 rescinding its grant of a construction permit for File # BNPL-2013114AYL. Mr. Tucker is the Founder, President, and Chief Operations Officer of WOOK Radio DC ('WOOK', formerly known as 'WOOK LP Radio DC'), an unincorporated nonprofit association established in Washington, D.C. in July of 2013. On October 30, 2013, Mr. Tucker, acting in his capacity as President of (then-) 'WOOK LP Radio', entered into a Fiscal Sponsorship Agreement ('FSA') with S7¹. S7's role in the LPFM station under the terms of the FSA is strictly fiduciary as a sponsoring nonprofit organization; executive and operational authority over the project is the responsibility of Mr. Tucker and WOOK

¹ Fiscal Sponsorship Agreement between Sincere Seven and WOOK; October 30, 2013.

Radio One ('the Petitioner') maintains its characterization of Mr. Perry D. Redd, S7's Executive Director, as an officer and/or director of S7 is proper, and therefore he should have been disclosed as a party to the application. The Petitioner also cites Mr. Redd's felony convictions, and the omissions of he and Mr. Tucker as officers and/or parties to the application, as evidence of a defective application that should be dismissed by the Commission. The fact of Mr. Redd's felony convictions notwithstanding, the remainder of the Petitioner's allegations are speculation about which it has no direct knowledge of the relationships between Mr. Tucker, WOOK, and S7, and it can produce no evidence in support of its claims.

Mr. Tucker Inadvertently Omitted Himself and Kendall Mitchell as Officers and Partners

Mr. Tucker interpreted 'officers' under Section 3(a) of the Form 318 filed November 14, 2013 to mean the executive members of S7's board of directors; its Chair and Secretary and/or Treasurer. Only Gary Ayers, as (then-) Chair, was identified to Mr. Tucker by S7 as an officer, and this fact was disclosed on the original application. Mr. Tucker inadvertently left off his name and address, and that of Kendall Mitchell, as President/COO and Secretary, respectively, of WOOK, as parties to the application, believing 'partners' to represent individuals owning equity positions in the applicant's media enterprise -- positions not permitted in nonprofit organizations by law.

Perry D. Redd does not hold an attributable interest in WOOK

Mr. Redd's omission as a party to the application was not an oversight. While he

identifies himself publicly as S7's Executive Director, he is neither an executive member of its board of directors nor does he possess a vote in its oversight to the best of Mr. Tucker's knowledge. Neither may Mr. Redd, or any officer, director, or member in S7 or WOOK own an equity stake in either nonprofit organization as defined by law. Furthermore, as the relationship between S7 and WOOK is that of a partnership of two nonprofit organizations whereby the FSA grants neither Mr. Redd specifically nor S7 generally executive or operational authority over the media enterprise, he and all other S7 members are technically "insulated limited partners" to be excluded as parties to the agreement consistent with Section II C, Question 3 ('Parties to the Application') in the FCC's *Instructions for Form 318*².

Conclusion

The FSA establishes the relationship between WOOK and S7 as one existing between a sponsoring nonprofit organization and a project controlled by another nonprofit organization. The fact of Mr. Tucker's direction of the project from inception -- to include preparation of the application -- through the Commission's initial granting of the construction permit, support his omitting himself and Ms. Mitchell as officers and parties to the application as an oversight rather than a deliberate attempt to mislead the

² "Specifically, as used in this application, the term "party to the application" includes any individual or entity whose ownership or positional interest in the applicant is "attributable". An "attributable interest" is an ownership interest in or in relation to an applicant or licensee which will give its holder that degree of influence or control over the applicant or licensee sufficient to implicate the Commission's multiple ownership rules"; Section II C, Question 3, *Instructions for FCC Form 318: Application For Construction Permit For A Low Power FM Broadcast Station*, Federal Communications Commission.

Commission or public as Radio One contends. While Mr. Redd is arguably an officer of S7, the FSA between S7 and WOOK does not grant him or S7 executive or operational authority over the media enterprise for either to claim an attributable interest in WOOK. Hence, Mr. Tucker's excluding him as a party to the application was appropriate and wholly consistent with the Commission's rules. Mr. Tucker therefore asks the Commission to re-issue the construction permit for BNPL-20131114AYL with a new expiration date under his authority as President of WOOK and a party to the application pending his filing an updated Form 318 disclosing all current parties to the application, and to immediately dismiss Radio One's petition.

A handwritten signature in blue ink, appearing to read 'William L. Tucker, Jr.', is written over a horizontal line.

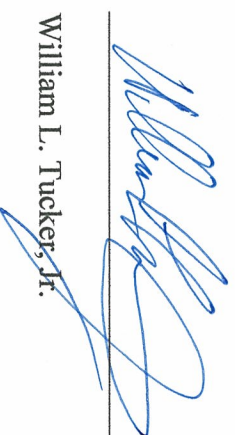
William L. Tucker, Jr.

Certificate of Service

I, William L. Tucker, Jr., do hereby certify that I have, on this 24th day of December 2015, caused a copy of the foregoing Opposition to Supplement to Petition for

Reconsideration to be sent by first class U.S. mail, postage prepaid, to the following:

Peter Tannenwald
Fletcher, Heath & Hildreth, P.L.C.
1300 North 17th Street
11th Floor
Arlington, VA 22309-3801


William L. Tucker, Jr.

Affidavit of Kendall Mitchell

DEC 28 2015

FCC Mail Room
2015 DEC 28 P 2:53

My name is Kendall Mitchell, I am 53 years old, and I reside at 2820 Buena Vista Terrace SE, Washington, DC 20020.

In early Summer 2013 the Federal Communications Commission announced it would accept applications for low-power FM ('LPFM') radio stations starting October 2013. Using an executive summary for a low-power broadcast radio network developed by William L. Tucker, Jr., he, Brett Martin, and I formed WOOK-LP Radio ('WOOK') as an unincorporated nonprofit association in Washington, D.C. in July 2013 in accordance with the laws of the District of Columbia, with Mr. Tucker as its Chair, President, and Chief Operations Officer and myself as Secretary. Our expectation was to secure a Washington, D.C.-based 501(c)(3) organization as fiscal sponsor for the venture in order to qualify as an LPFM applicant, and for donations to the project to be exempt from taxation.

WOOK, represented by Mr. Tucker as its President, entered into a fiscal sponsorship agreement with Sincere Seven ('S7') in October 2013. S7 had fiduciary responsibility as the sponsoring organization; WOOK had executive and operational authority over all aspects of the project. Mr. Tucker initiated and coordinated all aspects of the project performing nearly all its tasks himself, including conducting the tower and channel searches, devising the project's business model and marketing plan, underwriting and membership development, programming, and operations/engineering.

Affidavit of Kendall Mitchell

S7 breached its agreement with WOOK in January of 2015 when it notified Mr. Tucker it was terminating his involvement with the project, and then made a similar misrepresentation to the Commission stating it had terminated him as employee -- resulting in the revocation of his user access to the Commission's online data base system. At no time was Mr. Tucker, Mr. Martin, or myself employees of S7; neither did it have executive authority over Mr. Tucker and WOOK to effect such an order under the terms of the fiscal sponsorship agreement. S7 has since waged a steadily intensifying public campaign of defamation and disinformation against Mr. Tucker, appropriating his intellectual property in the process.

The acts of bad faith and fiduciary misconduct by S7 leading up to and continuing beyond its contractual breach with WOOK necessitates an exemption be made to the rules preventing transfers of LPFM licenses on behalf of communities in metropolitan Washington.

I declare this to the best of my knowledge and belief, the information herein is true,
correct and complete.

A handwritten signature in blue ink, appearing to read 'Kendall Mitchell', written over a horizontal line.

Kendall Mitchell

WASHINGTON, DISTRICT OF COLUMBIA

On this 24 day of December before me 2015

Affidavit of Kendall Mitchell

Kendall Mitchell personally approved, known to me (or satisfactorily proven) to be the person whose words are subscribed to be within Affidavit, and being first duly sworn on oath according to law, deposes and says that she has read the foregoing Affidavit subscribed by her, and that the matters noted within are true to the best of her information, knowledge, and belief.

In witness, whereof I hereinto set my hand and official seal


Notary Public

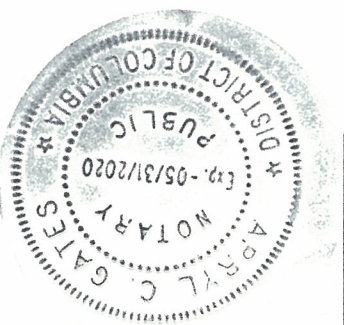
Vice President - Branch Manager
Title (or rank)

APRYL C. GATES
Notary Public, District of Columbia
My commission expires May 31, 2020

My commission expires

Notary Address

1650 Pennsylvania Ave SE
Washington DC 20003



Sincere Seven ♦ "Fighting For Justice & Equality In Our Workplace"

Received & Inspected

DEC 28 2015

422 Marietta Place, NW, Washington, DC 20011 ♦

(202) 241-3294 ♦ (202) 000-0000 ♦ e-mail: sincereseven@bournemouth.com

www.sincereseven.org

FOOC Mail Room

"Let us not grow weary in well-doing, for in due season we shall reap, if we faint not." Gal. 6:9

**Sincere Seven's Non-Profit Organization
Fiscal Sponsorship Agreement with
WOOK-LP Radio**

This **Fiscal Sponsorship Agreement** (Agreement) is made by and between the **SINCERE SEVEN (S7)** (Sponsor), and **WOOK-LP RADIO (WOOK)**. Sponsor is a DC-based nonprofit public benefit organization located in Washington, DC, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC). **WOOK-LP RADIO** is a nonprofit corporation based in Washington, DC. This agreement is intended to be active during the period between **SINCERE SEVEN's** initial receipt of contributions and its designation as a 501(c)(3) organization.

RECITALS

A. The Sincere Seven Board of Directors approved, on October 30, 2013, the establishment of a fiscal sponsorship agreement to facilitate the receipt of donations of cash and other property designated for support of **WOOK-LP RADIO** and to make disbursements in furtherance of **WOOK-LP RADIO's** mission to advance local art and culture, and provide educational opportunities in media, technology, and business.

B. Sponsor desires to act as the fiscal sponsor of **WOOK-LP RADIO**, by receiving assets and incurring liabilities identified for **WOOK-LP RADIO** beginning on the effective date as defined in Paragraph 1, and using them to pursue the objectives for which **WOOK-LP RADIO** is being established, which Sponsor's Board has determined will further its charitable and educational goals. **WOOK-LP RADIO** desires to manage its activities on behalf of Sponsor.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Term of Agreement.** On October 30, 2013, Sponsor shall assume fiscal sponsorship of **WOOK-LP RADIO**, which operation shall continue in effect unless and until terminated as provided herein.

2. **Activities and Sponsorship Policies.** All community programs, public information work, fundraising events, processing and acknowledgment of cash and noncash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of **WOOK-LP RADIO** funds (including grants), and other activities conducted by **WOOK-LP RADIO** shall be the ultimate responsibility of Sponsor and shall be conducted in the name of Sponsor, beginning on the effective date.

3. **Sponsor's Services.** Services. Sponsor shall: Provide Grantee's bank account; assist Grantee in producing Grantee's annual financial statements; and provide Grantee with [quarterly] reports regarding the activities undertaken by Sponsor in accordance with this Section 3.1.

Payment. Grantee shall pay Sponsor 3% of all granted or raised revenue at the beginning of each quarter during the term of this Agreement in full-payment for the services provided in accordance with this Section 3.1.

4. **Restricted Fund / Variance Power.** Beginning on the effective date, Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor for the purposes of WOOK-LP RADIO into a restricted fund to be used for the sole benefit of WOOK-LP RADIOs mission as that mission may be defined by WOOK-LP RADIO from time to time with the approval of Sponsor. The parties agree that all money, and the fair market value of all property, in the restricted fund be reported as the income of WOOK-LP RADIO, for both tax purposes and for purposes of Sponsor's financial statements, unless this provision is amended by both parties.

5. **Performance of Charitable Purposes.** All of the assets received by Sponsor under the terms of this Agreement shall be devoted to the purposes of WOOK-LP RADIO, within the tax-exempt purposes of Sponsor. Expenditures for any attempt to influence legislation within the meaning of IRC Section 501(c)(3) shall be subject to limitations imposed by Sponsor. Sponsor shall not use any portion of the assets to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3). Sponsor has determined, based on the advice of tax-exempt legal counsel, that the restricted fund is not a donor-advised fund within the meaning of IRC Section 4966(d)(2) as presently interpreted under federal tax authorities.

6. **Grant Restrictions.** Use of Grant Funds. Grantee shall use the Grant Funds solely for the Sponsored Project, and Grantee shall repay to Sponsor any portion of the Grant Funds that is not used for the Sponsored Project. Changes in Sponsored Project. Any changes in the purposes for which the Grant Funds are spent must be approved in writing by Sponsor before implementation.

No Lobbying. The Grant Funds are not earmarked to be used in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code and no agreement, oral or written, to that effect has been made between Sponsor and Grantee.

No Campaigning or Other Improper Actions. Grantee shall not use any portion of the Grant Funds:

- to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office;
- to induce or encourage violations of law or public policy;
- to cause any private inurement or improper private benefit to occur; or
- to take any other action inconsistent with Section 501(c)(3) of the Code.

7. **Termination.** This Agreement shall terminate when the objectives of the WOOK-LP RADIO can no longer reasonably be accomplished by Sponsorship, or when/if WOOK-LP RADIO obtains 501(c)(3) status. If WOOK-LP RADIO obtains such status, it shall be eligible to receive all such assets and liabilities so long as it has received a determination letter from the Internal Revenue Service, indicating that such qualifications

have been met.

8. **Miscellaneous.** In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the District of Columbia applicable to contracts to be performed entirely within such City/State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of Sponsor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

9. **Entire Agreement.** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement as of the effective date set forth in Paragraph 1 above.

SINCERE SEVEN

By:



Perry Redd, Executive Director

Dated: 10/30/13

WOOK-WOOK-LP RADIO

By:



William Tucker, President

Dated: 10/30/2013

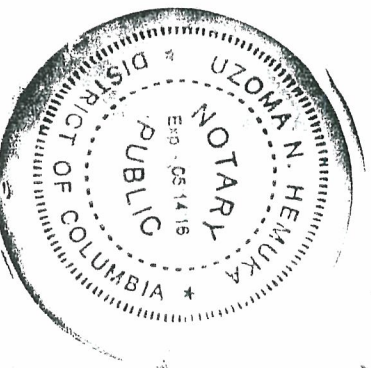
District of Columbia: SS

Subscribed and Sworn to before me
this 30th day of October, 2013



Notary Public, D.C.

My commission expires 05-14-2016



UZOMA N. HEMUKA
Notary Public, District of Columbia
My Commission Expires 05/14/2016