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Before the  
FEDERAL COMMUNICATIONS  
COMMISSION Washington, D.C. 20554

In re Application of

San Tan Educational Media "STEM"

File No. BPL-20180117ACV

Fac. ID No. 192016

Minor Modification Filed

of LPFM Station ) KFXV-LP Mesa, AZ )

Objection to: File No. BPL-20180117ACV

Reply To San Tan Educational Media Opposition

To: Office of the Secretary

Office of the Secretary

Attention: Audio Division

445 12th Street, SW,

Room TW-A325

Federal Communications Commission

Washington, DC 20554

June-20-2018

SUPPLEMENT INFORMAL  
OBJECTION

Len Novin hereby submits its supplement to San Tan Educational Media Opposition to Informal Objection filed by San Tan Educational Media posted April 9-2018 in the above caption proceeding.

San Tan Educational Media filed for the above-captioned application for consent of a Minor Modification File No. BPL-20180117ACV filed January 18, 2018 by San Tan Educational Media ("STEM").

Len Novin is now filing a supplement to Len Novin reply to San Tan Educational Media ("STEM") opposition posted April-9-2018 under the FCC correspondence.

San Tan Educational Media ("STEM") opposition posted April-9-2018 under the FCC correspondence file stated: Len Novin states *"In fact, I evicted STEM due to the following reasons and more: Ryan Greig violations on File No. BPL-20170206ACD, and Maricopa County permit violations wherein I had to pay a fine to Maricopa County".* **Here Len Novin states he had to pay a "fine" which is not true.**

The President of STEM Ryan Grieg lacks candor with his statement made in his opposition dated April 9, 2018 as follows: "Here Len Novin states he had to pay a "fine" which is not true."

San Tan Educational Media (“STEM”) is intending to deceive the FCC with the above comment within San Tan Educational Media (“STEM”) opposition posted April-9-2018. STEM just recently was seeking a settlement from Len Novin in writing wherein STEM lawyer drafted up a settlement that freely admitted that STEM will reimburse Len Novin for the county permit fines Len Novin had to pay to *Maricopa County*. Therefore, the President of STEM Ryan Grieg lied to the Commission wherein Ryan Grieg stated under penalty of perjury: **“Here Len Novin states he had to pay a “fine” which is not true.”** Ryan Grieg knowingly made the aforementioned false statement with the intent to deceive the Commission staff see Ryan Greig statement attached **exhibit A**.

*The STEM attached exhibit A settlement agreement states:*

**STEM May, 2018 Drafted Settlement Payment and Terms.**

***a. Upon execution of this Agreement, San Tan Educational Media will pay***

***Len Novin \$200.00 monthly until \$3,500.00 is paid. The \$3,500.00 is reimbursement for money Len Novin paid for the county permit. San Tan Educational Media will be given a 30 day grace period after the payment due date before Defendants can take legal action or repossess equipment. No late fees will be assessed. Payments will be due on the 5th of every month. The first payment will be made on the day the Equipment is obtained see exhibit B***

The President of STEM Ryan Grieg signed STEM Informal Objection filed by Tan Educational Media posted April 9-2018

as follows: “The foregoing is true, to the best of my personal knowledge and belief, under penalty of perjury. “

This instant Supplemental Informal Objection offers proof that The President of STEM Ryan Grieg San Tan Educational Media Opposition to Informal Objection filed by Tan Educational Media posted April 9-2018 lacks cantor and continues to show yet another bad act on behalf of Ryan Grieg the President of STEM.

The foregoing is true, to the best of my personal knowledge and belief, under penalty of perjury.

**Respectfully**



**Len Novin**

1318 North 104th St. Mesa, Az 85207

**6/20/18**

## **CERTIFICATE OF SERVICE**

I hereby certify that I have, this 20 day of June 2018, sent, by electronic mail, an electronic copy, and by United States Mail, postage prepaid, a physical copy of the foregoing SUPPLEMENT INFORMAL OBJECTION, to: STEM president Ryan Greig

San Tan Educational Media

Suite 102-116

550 W. Baseline Road Mesa,AZ 85210

**Respectfully**



**Len Novin**

1318 North 104th St. Mesa, Az 85207

**6/20/18**

Ryan Greig statement attached **exhibit A**

Ryan Grieg stated under penalty of perjury

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, DC 20554

To: Office of the Secretary

In regards to the Petition for Reconsideration (BPL-20180117ACV)

San Tan Educational Media (STEM), the licensee of Low Power FM Station KFXV-LP, opposes the informal objection filed by Len Novin with respect to STEM's application, FCC File No. BPL-20180117ACV.

Len Novin was a previous director on our board for STEM. After multiple problems with Len Novin we decided we no longer wanted him on the board of STEM or to be on the air on KFXV-LP. After this, he started a series of retaliations including this informal objection. Len Novin has resorted to using lies to try and make STEM look bad to the FCC.

Len Novin states we deceptively added Len Novin as a director. That is not true. Len Novin wanted to be on the board and he knew he was added to the board when we filed the paperwork. Len Novin is intending to deceive the FCC with that comment. In exhibit A, Len Novin was seeking ownership of our broadcasting equipment and contacted a lawyer. In this exhibit, you can see he acknowledges himself as a director and there are no statements saying it was fraud. He later decided to use the fraud tactic after the demand letter in exhibit A. This exhibit is what he and his lawyer drafted up. I did not sign it, I had no input on the language in this exhibit and did not agree with everything said.

Len Novin states STEM was evicted from his site due to "*violations on File No. BPL-20170206ACD, and Maricopa County permit violations*". That is not true. I notified Len Novin that we no longer wanted to work with him. After we let him know that, we had a computer issue and then he cut off the internet access and denied us access to our equipment. In fact he has refused to return the equipment and we have had to file a lawsuit to try and get it back as he lied to the police telling them it was his. He is trying to turn the story around to make it look as if he kicked us off the tower for "violations", when in reality, he was upset we didn't want him on the station any longer and that is why he kicked us off the tower.

Len Novin states "*STEM has now been evicted two communication sites as a*

direct result of his failure to comply with the Commission rules." One of those sites he mentioned is the site on his property, which he kicked us out after we told him we no longer wanted to work with him. Not because of the reasons he mentions. The other site is Action Tower Sites. As shown in exhibit B, we were not evicted from that site for failure to comply with the commission rules and I have attached a statement from the site owner stating, so.

*False Statement* → Len Novin states "In fact, I evicted STEM due to the following reasons and more: Ryan Greig violations on File No. BPL-20170206ACD, and Maricopa County permit violations wherein I had to pay a fine to Maricopa County". Here Len Novin states he had to pay a "fine" which is not true. The violation case from the county was a situation where the county didn't know how to classify a lpfm radio station. After a meeting they notified us we needed a different permit than the one we already had. As shown in exhibit C, I have attached an e-mail from Maricopa County stating he has not been fined.

In the declaration by Doug Pelley, Doug Pelley states "Here are some of the reasons why KFXV-LP is prohibited from using the User tower site". The declaration by Doug Pelley is not true. As shown in exhibit B, the owner of Action Tower Sites states that I am not prohibited from using the User tower site for the reasons stated by Doug Pelley. Doug Pelley is employed by John Low, President of Rocket Radio/1tv.com.

### Conclusion

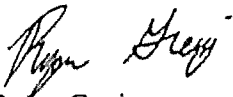
Len Novin has character issues that make him a very hard person to work with and he was not good for STEM. After we expressed we no longer wanted to work with him, he filed this informal objection containing many lies among other things in retaliation. After things didn't work out with the station he went to after us, he ended up working for KBSZ-AM (exhibit D) which is owned by the translator that is trying to shut us down. KBSZ-AM is owned by 1TV.com (1TV). 1TV and Rocket Radio Corporation (RRC) are both under common ownership and control. The sole shareholder is John Low. Mr. Low is also the President of both corporations. RRC is the licensee of FM Translator K256DB, a translator that STEM filed an objection to after it attempted to move into our coverage area. Len Novin has teamed up with John Low (1TV/RRC) to try and shut down KFXV-LP for his personal benefit. Doug Pelley is also employed by John Low. They are all in group effort to retaliate against STEM and shut down KFXV-LP for personal gain.

Len Novin is trying to make us look bad by saying he was fined by the county, that we were kicked off two tower sites and that we committed identity fraud.

We have shown lack of candor presented by Len Novin in all those statements as shown with exhibits A, B and C. Len Novin has teamed up with 1TV/RRC and is not being honest in this informal objection and we request it to be dismissed for that reason.

The foregoing is true, to the best of my personal knowledge and belief, under penalty of perjury. I certify that on April 9th, 2018, a copy of this opposition was mailed to: Len Novin, 1318 N 104th St. Mesa, AZ 85210

Respectively Submitted,

A handwritten signature in black ink, appearing to read "Ryan Greig". The signature is written in a cursive, flowing style.

Ryan Greig  
President  
San Tan Educational Media

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of this \_\_\_\_ day of May, 2018 ("Effective Date"), by and among San Tan Educational Media and Ryan Greig (collectively the "Plaintiffs") and Leonard and Michelle Novin (collectively the "Defendants").

### RECITALS

A. WHEREAS, San Tan Educational Media filed a lawsuit in the Superior Court of the State of Arizona in and for the County of Maricopa, civil cause number CV2018-090647, against Defendants and Defendants subsequently filed a counterclaim against Plaintiffs (the "Lawsuit").

B. WHEREAS, during the course of the parties' dealings, the parties have advanced certain claims against one another arising out of the disputes, and each of the parties have generally denied such claims and asserted various defenses.

C. The parties believe that this Agreement is in their best interests and they represent that the Agreement is the product of a compromise and settlement of disputed claims. The parties agree and acknowledge that this Agreement is not intended to be, shall not be construed as, and is not a confession or admission of any liability by any party or an admission of any fact, except as expressly provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, and agreements contained herein, and the releases described below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### COVENANTS

1. **Recitals.** The foregoing Recitals are incorporated as a part of these Covenants, and the parties hereto represent and warrant the truth of all that is contained in the Recitals. The parties agree that the covenants set forth herein are contractual and not mere recitals.

2. **Settlement Payment and Terms.**

a. Upon execution of this Agreement, San Tan Educational Media will pay Len Novin \$200.00 monthly until \$3,500.00 is paid. The \$3,500.00 is reimbursement for money Len Novin paid for the county permit. San Tan Educational Media will be given a 30 day grace period after the payment due date before Defendants can take legal action or repossess equipment. No late fees will be assessed. Payments will be due on the 5th of every month. The first payment will be made on the day the Equipment is obtained.

b. Within 10 calendar days from execution of this Agreement, San Tan