

July 9 2019

Marlene Dortch
Secretary to the Federal Communications Commission
Washington, DC 20554

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FCC Mallroom

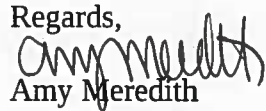
Amy Meredith
Powell Meredith Communications Co
7884 Peacock Ln
Frisco, TX 75035
469 279 5531

Ms. Dortch

Please find the following pleading which is a request for tolling for three FM translators in the Powell Meredith Communications account, frn 0006018212.

I would like for these to be processed through the audio division as well as the media bureau.

Regards,

 7/19/19
Amy Meredith

Received & Inspected

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FCC Mailroom

July 9, 2019

Marlene Dortch
Secretary to the FCC
Washington, DC 20554

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Request for Tolling of three FM translators inside the Powell Meredith Communications Co account

Stations- in tolling- Powell Meredith Communications Co FRN number 0006018212- Wickenburg, AZ 143311, South Padre Island, TX 142717 and Gulfport, MS 142760 (**See FCC permit paperwork**)

Parties- Powell Meredith Communications CO or PMCC- Owned by me Amy Meredith but used to be owned by Amy Meredith and Scott Powell.

Rockwell Media Services- RMS- owned by Morgan Skinner in St George, UT. Skinner is married to one for he owners of Community Translator Network, Lorna Skinner. The other owner John Barlow is his personal attorney.

Community Translator Network – CTN- Was owned by John Barlow and Lorna Skinner but now is owned by the bankruptcy courts in Utah. John Barlow was former manager and was never appointed as receiver or Trustee. Current Trustee after Liquidation is Michael Thomson.

Background-

In 2003 Powell Meredith Communications Company or PMCC filed for about 20 new FM translators in an auction window for FM translator auction 83. From 2004 to 2010, PMCC processed several of these applications as they came out on singleton lists, eventually becoming grants.

In 2013, eight more applications came out in an engineering settlement window which I chose not to process and was planning on them coming out in singleton lists or going to a fair and equitable auction process. I did not know that a third party processor was going underneath me to process these eight

applications in my own private FRN account. This processor was Morgan Skinner with Rockwell Media Services along with his lawyer John C Barlow. Later on in several affidavits to the courts and to the FCC Skinner claimed that I was too ignorant to process my own applications and he said that I demonstrated my ignorance by failing to process a previous application and therefore it was his right to process these stations, including the three that are part of this tolling.

These eight stations, including the three that are part of this tolling request, were processed using a forged power of attorney, which allowed Mr Skinner in to that database to remove the stations from the auction list and turn them in to grants. At the time I did not know this was legal but since this time I have found out that Mr Skinner had done this to Gus Bowman with D and G Media where he received entry to his account as well and processed and paid for his application on 105.1 FM in Twin Falls, ID and then transferred it to his wife and attorney's company called Community Translator Network, or CTN. Upon talking to the Bowman's they had no idea that the station had even been processed and were also awaiting an auction time. My stations as well as Bowman's were all rolled in to the CTN bankruptcy estate, which was then converted by the courts for fraud to a liquidation status.

Along with D and G was another FRN database breach by Morgan Skinner to the Wastcon Management group owned by Perry Holmes whose personal attorney was actually and not coincidentally John Barlow who was also Morgan Skinner's personal lawyer. Skinner some how gained access to this account and attempted a transfer in to another company owned by Barlow and his wife Lorna.

After this is when my ex husband Scott Powell found that a station in his named had also been processed and paid for by Mr Skinner on 1400 KRAM Vernal UT. This station had a reported closing date in March of 2011 and Scott Powell's name was signed to the consummation but Powell claimed he never allowed the station to be consummated and had never received compensation for the consummation. In 2018, seven and a half years later, Powell received a check in the mail for some amount and settlement agreements. I am unclear if Powell agreed to settle this but he is animate that he did not allow his name to be forged in a fake consummation. Obviously by this check means that some legal agency is taking this seriously and Skinner is now trying to cover his tracks. This event happened more than 2 years ago so Powell could not sue in civil court over that, so there would be no other reason for Skinner to try to settle this with back dated consummation agreements, sent in the mail 8 to 9 years later. Another party has contacted me as well that doesn't wish to go public but was in the same situation, his stations were never paid for and a legal consummation was created and his stations were rolled in to this bankruptcy estate for CTN.

The third party processor, Morgan Skinner claimed in a sworn statement to the courts that he has done this with the auction 83 window 15 other times, to 8 different companies besides PMCC. Filing fake information by illegally accessing computer accounts with forged power of attorney's is not legal and if enough come forward to the FBI then they can do something about that. People are afraid to come forward in fear of lawsuits and other problems. Although these people can file a complaint with the FBI over this and computer fraud and eventually change can be done.

The PMCC FRN account is still not safe to this date as third parties still have found a way to access this account, there is obviously some other way in to this account that I can not figure out if this has happened to four people that have been willing to testify to this. I have talked to an agent at Dallas, TX FBI on this issue as well and they said it was most likely that an outside person was allowed in these accounts by an inside IT person at the FCC, possibly being deceived, over someone actually hacking in to the system. In my case Skinner guessed a PSQ question (which doesn't mean that is legal) and

accessed my computer under fraudulent circumstances stating that he was me, Amy Meredith, obviously that is not the case. I am not a 70 some year old man in Cedar City, UT.

On July 2 2013 engineering was and a 301 original form was filed for PMCC for 8 new FM translators, this process removed them for a fair and equitable auction process at a later date. The stations were granted in January of 2014 and within a few days a 345 transfer of sale form was filed from the PMCC account to the CTN account of five of the FM permits. IP web logs show all activity on these 8 FM translators came from Utah and I was in Texas and Powell was in PA at that time. In State court records showed that Skinner was going through different departments after being locked out by the audio division, he went through the wireless dept and then some how was allowed back in by Konrad Herling to consummate the deal for John Barlow. Although there is some dispute on who actually consummated the deal. All I know it wasn't me. Court records claim he tried to go through the financial dept and he was blocked, in fact they claim they tried to pay fees and still were not allowed in, so my best estimation is that its someone in the wireless department. That's according to court testimonies and records.

When these 8 permits came out in an engineering settlement mix, I chose not to process this due to the fact that PMCC had several thousands of dollars past due debt for regulatory fees and the corporation at that time had a default status as well as other issues I had with the audio division. Although I felt that it was my right to NOT process these, the processor and his lawyer claim in court and FCC filings that was a sign of ignorance, financial destitute and apathy. They also claim it became their right under the best interests of the public to process these in the PMCC name at that point. Part of the reason they felt it was their right is that they claim that I Amy Meredith did NOT own the stations for several reasons, one big one is that the divorce decree giving me the company that owned these permits was invalid due to several different reasons which would mean the divorce settlement agreement was invalid, meaning that my ex Scott Powell still had rights to the stations. This is backed up with documents being signed by Powell and conversations with Powell as well. Powell claims that he told Skinner that the divorce was valid and that he had given the properties to me as a settlement but Powell claims that Skinner had a way around that. At one point the jurisdiction issue of the divorce came in to play and I was accused of using a tribal court to process the divorce through a parent tribal affiliation. I did not use a tribal court but a State of Texas court that is non tribal related and is where I was residing. The parent affiliated tribe is in Alaska and I was living in Texas and Powell was living in Tennessee and I filed in Texas and the judge accepted that as residency and that judge did have jurisdiction over that area and did have the right to grant the properties in to the divorce decree.

The other reasons stated in court for the forced third party processing was that they felt that the stations were only expressions of interest and that the power of attorney removed my rights to these expressions of interest that they claim were not permits. At one point there were several power of attorneys between Powell and Skinner which removed my rights form the stations. By the time they had removed them from the MX list and put money in to them is at the point they claimed the FCC gave them the ownership. Barlow used filings against me from the FCC in attempt to prove this but the judge ultimately ruled that for three and a half months they actually did belong to PMCC because there name was on the license and I was the rightful owner and that no legal sale or consummation had occurred. According to the contract and discussion the permits were to go in to a holding company owned by me and Morgan Skinner, this never happened because Morgan Skinner transferred the stations to a company where John Barlow was the main shareholder.

Later on in court John Barlow claimed he also had no knowledge of the forged power of attorney and told the judge he knew nothing of that or several other APA agreements used in this case containing all

8 permits in the process, and three that are part of this tolling. At one point Barlow claimed he did not transfer the stations in to the CTN account and did not know who did that. Later on in court he said that 'they' had to process and transfer the stations without my involvement because they knew I would never process them myself, or transfer them the stations after the spent money on them.

Barlow even went as far as to say that someone had been filing transfers in the CTN debtor in possession account that was not him. There was also an issue with a signature and a filing in with in the bankruptcy courts. When Barlow was asked who he meant by 'they' did the transfer, he said it was probably Morgan Skinner but he was not sure. Speculation is not a legal reason to hack a federal computer and forge documents to a Federal agency, or a legal reason to declare bankruptcy to obtain three more permits, but that is what happened and that's position I am in today and the three remaining permits as part of the estate of in a state of limbo. Although Barlow does admit to filing the bankruptcy to obtain access to the three remaining permits in this case by placing them in the companies estate.

These three permits that are part of this tolling were part of a contract of eight that was used to transfer five of the stations out of the PMCC account in 2014. The contract was dated in 2013 but used for the transfer of eight in 2014. I found out in court that the FCC would not transfer the three that are part of this tolling that were on the accepted contract because they weren't granted yet but Barlow held firm in court that the FCC saw these as a group and that I would eventually be forced to make the transfer. Therefore only five were transferred illegally out of the PMCC account but still three still remained on the contract to be transferred. John Barlow even used language in court to try to prove the point that when the first stations transferred with this contract that was accepted by the FCC that I lost all control over all 8 permits. Ultimately it didn't matter because all of the stations were placed in to the CTN debtor in possession account which was converted to a liquidation state under a court appointed Trustee.

Permits in question- The three permits that are in question of the ownership are the South Padre, TX, Gulfport, MS and Wickenburg, AZ All of these permits still remain in the PMCC name and will expire on July 29 2019 if this tolling request is denied. Although if I do get an abandonment ruling I will go to the US district court of appeals on this one.

Two of the permits that were processed and paid for by Rockwell Media in 2013 are in this tolling request which are Wickenburg AZ and South Padre, TX application. What I mean by processed is that Morgan Skinner contracted engineer Gene Wieniski to create engineering to remove them from an MX list which also removed them from a fair and equitable auction process. These two stations were processed by a third party processing company and PMCC holds a court ruling proving this along with IP web logs and credit card records. The third permit in mix is the Gulfport, MS CP which actually came out on to a singleton list but due to a forged power of attorney, the processor felt this was his permit well and I was met with heavy duty threats of very bad things, so my lawyer and I felt it was better for me to process this station then to face more problems. Although the engineer moved that station so it would come out of an auction list on to a singleton list.

Once the three permits were granted on Jan 29 2016 they were already in to another third party bankruptcy estate and I lost control over the permits. This company was Community Translator Network or CTN which is owned by Utah lawyer John Barlow and Lorna Skinner, the processors wife. Although I tried to fight that issue with the courts, the judge placed them in to a claims order which meant they were to be sold along with other assets in the estate.

CTN filed for bankruptcy protections two months prior to the grant of these three stations but based on a contract that was accepted by the FCC on January 2014 that held eight permits in total, they all rolled in to the bankruptcy as property of the estate. Under the Federal bankruptcy code all property reported to the courts become part of the estate and falls under the Automatic Stay order. In fact the stay order prevented me from continuing to protest the first five that had already been transferred as well as prevented me filing suit with the US district court of appeals. The stay order also prevented me from selling or building any of the three in this tolling once they were granted.

The 11 US Code 362 Automatic Stay order under Section A number 3 states any act to obtain possession over the property or exercise control over the property would be a violation of the order (**see automatic stay order laws**).

CTN claims the reason that they filed for the bankruptcy was so that these three did not get dismissed as they were set for dismissal according to CTN lawyer John Barlow. Although in court a few different reasons were given for the bankruptcy they original filling said it was to force the FCC to reinstate the properties. Although once reinstated they kept moving forward with the bankruptcy. Only after the FCC dismissed my protests against the sale of the first five did CTN request to drop the bankruptcy which was denied by the US Trustee and then ultimately the judge.

At this point is where many different stories come in to play but all sides were heard in a Federal Bankruptcy court by Judge William Thurman and after two evidence hearings and depositions taken in to account by a state court as well as well as FCC pleading and affidavits Thurman gave a ruling of events as they happened (**see Judge Thurman court ruling**). I would like the judges court ruling to be taken in to consideration as evidence since this was an in depth and intensive legal proceeding and in this ruling the judge makes a determination of the timeline of events.

In this ruling you will see the legal timeline of events of what happened in this case. These events are-

1. PMCC filed for these translators in 2003, at this point in time PMCC was owned by Amy Meredith and Scott Powell. A few years later Meredith and Powell divorced and Meredith and Meredith was given one hundred percent of the company.
2. The processor Morgan Skinner of Rockwell Media Services or RMS, approached Scott Powell asking him to help him process the PMCC translators. Powell asked Meredith for her cooperation and Meredith refused. Skinner claimed Meredith's participation wasn't necessary
3. The permits were processed and granted and transferred in to the CTN name by using three different agreements, none which consummated. The judge also notes that Meredith refused to sell the stations. I agree with that as well, I did refuse to process or sell the stations.
4. The contracts included 5 permits on one and 8 permits on the other two. The judge placed all 8 permits as part of the bankruptcy and awards PMCC a down payment of 2500 each that totals 20,000. This is for the five that were already transferred and the three remaining which are part of this tilling. The judge also made the comment that NONE of the contracts consummated.

I think this ruling proves that all eight permits were part of the estate. Also along with this ruling came an order (**see claims order**) in this order it shows that the estate has eight permits and not five. Although PMCC didn't like loosing 3 more of the permits because I felt that these stations were

property of PMCC but we decided to respect the courts rulings. This means that PMCC at this juncture had lost control over the permits and under the Federal bankruptcy law could not control, sell or operate the permits.

Shortly after this ruling, PMCC asked the courts to appoint a Trustee so we could transfer over the stations. PMCC did not feel comfortable transferring property when the bankruptcy party had sold three permits outside of the courts and removed all the case and attempted to transfer other bankruptcy property in to a company owned by the processor. Lots of activity was involved in this case and it was a lot of effort to keep up with what was transpiring.

This is about the time that the requests for conversions started which took about six months but in June of 2017 that case was converted to a liquidation status. At this point the trustee had planned to transfer the stations over but could not due to the appeal. After the appeal was won, the permits became part of two different Texas lawsuits and could not be transferred. After that we planned to place them up for auction through the courts but then the tolling was dismissed and only reinstated for 6 months. After that is when the Trustee decided to abandon the property which came as a complete surprise for me(**See Bankruptcy filing on abandonment**).

On June 18 2019 Trustee Michael Thomson put the stations up for abandonment and dismissed the adversary proceeding that carried over that was started by John Barlow. I just found out about the request for abandonment on July 2 2019 and technically it has not been approved by the judge and is open for comment until July 5 2019. Other creditors could still protest. The abandonment will not be official until the judge signs the order and that has not happened as of yet but I feel that it will.

Throughout this process it has been extremely difficult for me to keep Morgan Skinner and other parties out of my FRN account. In court even John Barlow owner of CTN testifies that filings came out of his account as well that he knew nothing about (**see court transcript**) With John Barlow's sworn testimony this makes multiple accounts that Morgan Skinner has been able to access including CTN's account and bankruptcy account, Wastecon/Perry Holmes, D and G/Gus Bowman, PMCC, Scott Powell/ Vernal Ut and Broadcast Towers.

I feel once that the automatic stay order is off these three stations that the FRN account is subject to being illegally accessed at that time again and I need time to transfer them in to a different company with a new FRN account number and codes. I am still waiting to see if the judge will allow me to take these stations back but they might be expired by that time.

PMCC did try to work with the Trustee but his hands were tied with all the lawsuits and it has cost them more money to manage this account then they will make or recoup, there is literally 11.74 left in the CTN account and most of the property was missing. All of this because I am too ignorant according to Skinner to process my own stations. Now the tax payers had to foot the bill in all these court room proceedings. Its sad that Skinner feels that I lack knowledge and cant comprehend how to process a simple application with an engineer. This comes from discrimination as a female and being part native. This is why I hid my native background because people automatically assume you are a drunk or ignorant. I cant even remember how many times I was accused of this in court of being on drugs or selling drugs or drinking, or being a thief or dishonest, with absolutely no evidence to back that up. Had it not been for my ex and his running of his mouth I could have kept my stations. Sadly in this case history just repeated itself.

Lawsuits- These three permits in this tolling are part of a group of 8 permits total. In all lawsuits they all involve all eight permits together as one cluster in some way. I did not find out about the abandonment request until July 3 2019 due to the fact it wasn't downloaded on the Pacer. Gov right away. Technically as of today the judge has not approved it and it has until a July 5 2019 time for anyone protest the abandonment.

Therefore until the judge approves this I can not move forward to build these permits and they expire on July 29 2019 anyway, not leaving me enough time to build. I could not build them earlier because they were part of a bankruptcy estate plus they are still part of a lawsuit in St George UT. Although the processor and his lawyer can not continue to sue me in Texas or the bankruptcy court there is still a pending proceeding in Utah. In the Utah lawsuit it is still asking for possession of these three permits.

First lawsuit- St George UT- lawsuit number- 140500250-

Morgan Skinner, Rockwell Media, John Barlow and Community Translator Network Vs Amy Meredith, Scott Powell and Powell Meredith Communications Company (see Utah lawsuit)

This lawsuit was filed by Morgan Skinner and John Barlow against me and Powell Meredith Communications Co in April of 2014. The lawsuit is asking to uphold a contract that includes 8 of permits, 5 granted and 3 applications that were later granted and those three are part of this tolling request. This lawsuit on top of the bankruptcy stay order prevented us from building the station. Morgan Skinner is still asking for the eight properties listed in this estate and want to force the contract that they submitted to the FCC to be finished. The contract that they are asking to be upheld included eight permits, three of which are part of this estate, the other five though they have already rolled in to CTN and they sold three of those permits and the court appointed trustee sold the other two.

This lawsuit is still on going to this date although it is unclear if John Barlow can continue to pursue his claims because he declared bankruptcy. Although he did recently buy Rockwell Media Services, we feel to be able to continue the lawsuit against me, even if he is disbarred he can still file under his own capacity. Morgan Skinner is still pursuing this lawsuit as well. I'm not certain if he is asking for the first five properties back since he sold them but now denies that, or just the final three that are part of this tolling.

There are three different contracts involved in this matter and this lawsuit mentions two of them. The other contract only included the five permits which were transferred to CTN via the PMCC account but as of this date Barlow, Skinner, Powell and Meredith have all denied filing that agreement, although IP web logs show that it was filed from Utah. The bankruptcy judge upheld the second contract or the October contract before the modification to add Scott Powell that was actually filed with the FCC. Barlow claims that he only knew of one contract and that was the October contract.

Bankruptcy and Automatic stay order-

On December 2 2015 Community Translator Network under the direction of John Barlow files for bankruptcy chapter 11 or reorganization. He includes the three permits that are part of this tolling even though they are only applicants at the time. Barlow testifies in an evidence hearing that this was done because the FCC audio division sent Morgan Skinner a letter claiming that the three PMCC stations were set for dismissal in December 2015 for unpaid fees and fines. Around this date is when one of them the Gulfport MS CP was dismissed. Barlow testified that he had discussed the possibility of bankruptcy in the past with Michael Wagner and Alan Schneider of the audio division and Barlow testified that this time he called up Wagner to tell him that he had declared bankruptcy and to see how it

would affect the protests that PMCC had filed as well as to discuss the Automatic stay order with Wagner.. After this phone call Barlow claims that the stations were reinstated due to the bankruptcy proceedings.

During the bankruptcy Barlow accuses me of violating the Automatic stay order in various way including starting to build the Gulfport, MS CP which we had to stop due this order. Barlow asks for Motions for Sanctions for violating the order and that was never ruled on. The claims part was ruled on in a different proceeding where it was proven that at one point in time I did own the first five stations and that they were granted in to the PMCC name and not the Rockwell name via the forged APA. The judge did rule in my favor noting that I did not give up control of the company or the permits to Skinner. I didn't know about this power of attorney and when I saw it I felt that it violate the auction 83 rules of applicant only and that it also was permit trafficking which I had been accused of in the past.

Second lawsuit/ Adversarial lawsuit, Community Translator Network vs PMCC- Came in bankruptcy court in the form of an adversarial proceeding case number- In April of 2016. CTN filed an Adversarial proceeding against Amy Meredith and PMCC for a number of reasons, one being a claim that I had filed and the other being over a contract dispute and to force the turn over of the three permits in this case. This case was never decided on and just two weeks ago the new trustee under the liquidation Michael Thomson has asked for the lawsuit to be dismissed and he is going to abandon the property. The problem with that is that as of this date the judge has not approved that and if he does it only gives me three weeks to build the stations.

Third lawsuit came in form of an appeal to the 10th District court of appeals by former CTN manager John Barlow. This was filed in June of 2017 and wasn't decided until Feb of 2018

Fourth and fifth lawsuit- Even before the appeal was dismissed two new lawsuits were filed in Texas Federal court in Abilene TX.

December 2017- Morgan Skinner VS PMCC-1:17-cv-00187 In this lawsuit Morgan Skinner is asking for the return of property and an injunction on the three permits. It is unclear if Barlow is asking for all eight permits or just three permits but the case was dismissed on grounds of forgery and fraud and other issues. Skinner was attempting to get a default judgment on bankruptcy estate property and to take this to the FCC to file an involuntary transfer and completely skirt the court appointed trustee out of his estate property. Skinner used the forged power of attorney that had been proven forged in the Bankruptcy case and even Barlow admitted that it was forged. This case prompted a Show Cause Order where Skinner and his lawyer Len Carson told the judge that they had dismissed the case. This was not true as several months later the judge actually dismissed the case with prejudice.

December 2017- Barlow VS PMCC 1:17-cv-00188-C

John Barlow personally suing PMCC as a third party beneficiary and asking for injunction relief which was the three radio stations that were part of the bankruptcy estate, the ones he placed in the bankruptcy estate. Barlow loses on ground of Fraud, forgery, venue and statute of limitations. The judge reports Barlow to the Utah Bar which they have to know investigate. This angers Barlow more and he revives the Utah lawsuit against Meredith.

After these were dismissed, John C Barlow filed personal bankruptcy which should eliminate him from suing me in Utah court but not Morgan Skinner but then I found out that Barlow had purchased Rockwell Media Services, so I am sure the suit will continue in that manner.

Although the Adversary case is about to get dismissed it has not been as of today, neither has the State lawsuit. The rest of the lawsuits have been dismissed. Therefore the tolling should still be in order due to first and foremost the Automatic Stay order under the Federal bankruptcy code and these three were included in a claims order by the judge, as well as the State lawsuit in Utah and the plus two settled lawsuits in Texas that were injunctions on this property.

At one point in time PMCC had been granted tolling on these station but that was revoked and I was falsely accused of filing false information to a Federal agency the FCC although I was never told what was false or falsified in the case. On this tolling John Barlow and Morgan Skinner were included as creditors and since then they have been removed as creditors and sued by the courts. That's about the same time my tolling was dismissed. John Barlow himself testified in court and in declaration to being in regular contact with Alan Schneider, James Bradshaw and Michael Wagner throughout this process and I have denied access to any and all ex parte notes. I think its justified that I would like to see what they filed this time to get the tolling pulled.

I do feel one of the creditors may be in contact with the audio division or would have filed false information since they have both been thrown out as creditors, ordered to return all stolen property to the estate and case and they have been sued by the courts as well. In fact they even got their expert witness sued for taking stolen bankruptcy funds. At this point in time two of the creditors, that were once included on this tolling are very angry with the courts and I feel might have been behind getting that other tolling pulled. If this is the case, yes they stuck it to the Trustee and me but that will not be beneficial to their cause in the end. John Barlow is already up for disbarment and I have turned this in to the Utah Bar as well. **Bar Complaint, In the Matter of Barlow, 180500012 Utah 4th District court, Heber UT.**

Therefore I feel that litigation in the State Court of Utah is enough for tolling of these permits, but so is the fact that they are in a bankruptcy estate for CTN although the Trustee has asked to abandon those permits. Also two lawsuits in Texas where a request for an injunction relief against these three stations was pending for 6 months before it was dismissed. Although I think the biggest factor in this matter is the bankruptcy automatic stay order and the adversarial lawsuit that led to the ruling where the judge placed these in to the bankruptcy estate with a claims order and a claims ruling.

I do ask for the tolling to be returned in this matter so I can file a transfer out of the PMCC FRN account, since I feel it is unsecured and then either build them, sell them or donate them to someone.

Regards,

 7/10/19
Amy Meredith

Powell Meredith Communications Co

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File Number:	BNPFT-20150518AFL
Call Sign:	W270CS
Facility Id:	142760
FRN:	0006018212
Applicant Name:	POWELL MEREDITH COMMUNICATIONS COMPANY
Frequency:	101.9
Channel:	270
Community of License:	GULFPORT, MS
Application Type:	ORIGINAL CONSTRUCTION PERMIT
Status:	GRANTED
Status Date:	01/29/2016
Expiration Date:	07/29/2019
NCE Supplement Date:	
Tolling Code:	
Application Service:	FX
Disposed Date:	01/29/2016
Accepted Date:	05/21/2015
Tendered Date:	05/21/2015
Amendment Received Date:	05/20/2015
Last Public Notice:	02/03/2016
Last Report Number:	48663
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File Number:	BNPFT-20130826AGH
Call Sign:	K287BP
Facility Id:	142717
FRN:	0006018212
Applicant Name:	POWELL MEREDITH COMMUNICATIONS COMPANY
Frequency:	105.3
Channel:	287
Community of License:	SOUTH PADRE ISLAND, TX
Application Type:	ORIGINAL CONSTRUCTION PERMIT
Status:	GRANTED
Status Date:	01/29/2016
Expiration Date:	07/29/2019
NCE Supplement Date:	
Tolling Code:	
Application Service:	FX
Disposed Date:	01/29/2016
Accepted Date:	03/18/2014
Tendered Date:	10/18/2013
Amendment Received Date:	10/17/2013
Last Public Notice:	02/03/2016
Last Report Number:	48663
Authorization	View Authorization
Engineering Data	View Engineering Data
Legal Actions	View Legal Actions
PN Comment	Public Notice Comment
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File Number:	BNPFT-20130827AEC
Call Sign:	K221GE
Facility Id:	143311
FRN:	0006018212
Applicant Name:	POWELL MEREDITH COMMUNICATIONS COMPANY
Frequency:	92.1
Channel:	221
Community of License:	WICKENBURG, AZ
Application Type:	ORIGINAL CONSTRUCTION PERMIT
Status:	GRANTED
Status Date:	01/29/2016
Expiration Date:	07/29/2019
NCE Supplement Date:	
Tolling Code:	
Application Service:	FX
Disposed Date:	01/29/2016
Accepted Date:	09/17/2013
Tendered Date:	03/10/2014
Amendment Received Date:	03/10/2014
Last Public Notice:	02/03/2016
Last Report Number:	48663
Authorization	View Authorization
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Please send comments via standard mail to the Federal Communications Commission, Consumer and Governmental Affairs Bureau, 445 12th Street, S.W., Washington, D.C., 20554. Questions can also be answered by calling the FCC's National Call Center, toll free, at 1-888-Call FCC (1-888-225-5322).

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11 U.S. Code § 362. Automatic stay

<u>U.S. Code</u>	<u>Notes</u>
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(a) Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of—

(1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;

(2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;

(3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;

(4) any act to create, perfect, or enforce any lien against property of the estate;

(5) any act to create, perfect, or enforce against property of the debtor any lien to the extent that such lien secures a claim that arose before the commencement of the case under this title;

(6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title;

(7) the setoff of any debt owing to the debtor that arose before the commencement of the case under this title against any claim against the debtor; and

(8) the commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of a debtor that is a corporation for a taxable period the bankruptcy court may determine or concerning the tax liability of a debtor who is an individual for a taxable period ending before the date of the order for relief under this title.

(b) The filing of a petition under section 301, 302, or 303 of this title, or of an application under section 5(a)(3) of the Securities Investor Protection Act of 1970, does not operate as a stay—

(1) under subsection (a) of this section, of the commencement or continuation of a criminal action or proceeding against the debtor;

(2) under subsection (a)—

(A) of the commencement or continuation of a civil action or proceeding—

(i) for the establishment of paternity;

(ii) for the establishment or modification of an order for domestic support obligations;

(iii) concerning child custody or visitation;

(iv) for the dissolution of a marriage, except to the extent that such proceeding seeks to determine the division of property that is property of the estate; or

(v) regarding domestic violence;

(B) of the collection of a domestic support obligation from property that is not property of the estate;

(C) with respect to the withholding of income that is property of the estate or property of the debtor for payment of a domestic support obligation under a judicial or administrative order or a statute;

(D) of the withholding, suspension, or restriction of a driver's license, a professional or occupational license, or a recreational license, under State law, as specified in section 466(a)(16) of the Social Security Act;

(E) of the reporting of overdue support owed by a parent to any consumer reporting agency as specified in section 466(a)(7) of the Social Security Act;

Judge Thurman Court Ruling

1 here for the U.S. Trustee's Office. Do you wish to
2 weigh in on any of this?

3 MR. MORGAN: Your Honor, I'm unable to -- I
4 was, unfortunately, unable to hear the evidence at
5 the prior hearing last week, so I'm here today just
6 to learn.

7 THE COURT: Okay.

8 MR. MORGAN: Thank you.

9 THE COURT: Thank you. Well, I'll tell you
10 what I'm going to do. I'm going to take just a
11 couple of minutes. I want to talk to my clerk about
12 some matters. Then I'm going to come back on the
13 record and rule. So can you wait just a few minutes
14 while I take a short recess? I hope so. All right.
15 Well, the court will be in brief recess.

16 THE CLERK: All arise.

17 (Recess.)

18 THE CLERK: The court resumes its session.
19 Please be seated.

20 THE COURT: All right. Are we broadcasting
21 okay? Okay. Thanks.

22 The matter before the Court today is the
23 Court's consideration of the debtor's objection to
24 claim number 8. Sometimes I refer to that in this
25 ruling as "the objection." The Court held an

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RENEE L. STACY, CSR, RPR
(801) 328-1188

7

1 evidentiary hearing on Friday, December 9th, and
2 heard oral argument today. Appearances are noted on
3 the record.

4 Having reviewed the record, the testimony,
5 and other evidence, and particularly the exhibits,
6 and the parties' closing arguments, the Court is
7 prepared to make a ruling.

8 The Court has jurisdiction over this matter
9 pursuant to 28 USC 157 and 13-34. This is a court
10 proceeding within the definition of 28 USC 157B-2,
11 capital B. Venue and notice were also found to be
12 appropriate in all respects.

13 The voluntary Chapter 11 case of the debtor
14 was filed on December 1, 2015. The proof of claim
15 deadline was April 12, 2016. Notice of the proof of
16 claim deadline was sent to creditors on the official
17 case mailing matrix on December 15th. That was
18 docket 14. Powell Meredith Communications
19 Corporation, or otherwise referred to here as "PMCC,"
20 is listed on the list of 20 largest creditors --
21 that's docket number 2 -- and was sent notice of the
22 proof of claim deadline on December 15th at the
23 address of 5380 Knox Drive, The Colony, Texas,
24 75056-2151.

25 PMCC is also scheduled on Schedule EF, part

1 2, as a nonpriority creditor at the same
2 aforementioned address, with a disputed claim of
3 \$20,000. That's docket number 7. The claim at
4 issue, that is, proof of claim number 8, was filed on
5 April 15th and executed on April 12th, 2016 by Amy
6 Meredith.

7 Claim number 8 was filed as a scheduled --
8 as a nonpriority unsecured claim in the amount of
9 \$100,000 and does not include interest or other
10 charges.

11 The stated basis for the claim is "Five
12 radio stations appropriated by debtor without payment
13 to creditors: Needles, California; Ruidoso, New
14 Mexico; Roseburg, Oregon; Logan, Utah; Cheyenne,
15 Wyoming."

16 In claim number 8, Ms. Meredith states she
17 is a creditor and owner of the radio stations. Claim
18 number 8 does not include any supporting
19 documentation.

20 The debtor filed the objection on
21 October -- on April 21, 2016. That was docket 64.
22 The debtor primarily argues that claim number 8 is
23 time barred, was not filed by a creditor of the
24 debtor, and has no supporting documentation or
25 evidence to support the claim, and that the debtor

1 has no contractual relationship with Meredith, but,
2 rather, only PMCC.

3 The debtor renewed the objection on April
4 26th, 2016, asserting the same facts and also
5 requesting fines and sanctions against Ms. Meredith
6 of \$500,000 and five years in prison for allegedly
7 filing a false proof of claim.

8 Ms. Meredith filed a response to the
9 objection on May 23rd of this year at docket 94. The
10 debtor filed a reply on May 27 at docket 95.

11 The Court held a preliminary hearing on the
12 objection on June 2 of this year. At the preliminary
13 hearing, the Court set an evidentiary hearing for
14 August 26 and issued a scheduling order at docket 99.

15 In the interim, the debtor appointed
16 counsel under 11 USC, Section 327, and stipulated
17 with PMCC and Ms. Meredith to continue the
18 evidentiary hearing on the objection until December
19 9th. That's docket 127.

20 The parties stated that a discovery plan
21 that sets appropriate dates for discovery, submission
22 of exhibits, the witness list, and supporting
23 memoranda would be filed with the Court by August 31.
24 The parties also stated that "The sanctions motion
25 scheduled for August 26th, 2016 would be withdrawn

1 and stricken." The Court signed the order on the
2 parties' stipulation at docket 128.

3 The parties did not submit a discovery plan
4 or withdraw the sanctions motion. Additionally,
5 exhibit and witness lists were filed less than a week
6 before the evidentiary hearing; however, due to
7 debtor's second change of counsel, the Court will
8 excuse the parties' noncompliance with the Court's
9 order at docket 128.

10 The factual background leading up to the
11 claim is not simple. The debtor is in the business
12 of owning and developing construction permits --
13 sometimes I refer to those as "CPs" or "CP" -- for
14 translator stations granted by the Federal
15 Communications Commission or FCC. According to the
16 debtor's various disclosure statements filed with the
17 Court, the debtor is owned by Community Education
18 Foundation, Inc., a nonprofit organization, as the
19 sole member.

20 The debtor states that the trustees of
21 Community Education Foundation are Lavon Randall,
22 Lorna A. Skinner, John Christian Barlow, or "Barlow"
23 as I refer to him, Ryan M. Skinner, and Jeffrey B.
24 Bate. Barlow is largely controlled -- in the control
25 of the debtor.

1 In 2003, PMCC applied to the FCC for, among
2 other things, eight FM radio translators, these
3 referred to as "the radio properties." That's at
4 docket 94, and in the Exhibit A, the declaration of
5 Amy Meredith at paragraph 4. The FCC did not take
6 any action on the radio properties until 2013.
7 That's in Meredith's declaration at paragraph 5.

8 In 2009, while the applications were
9 pending, Scott Powell and Ms. Meredith divorced.
10 Through the divorce decree, Ms. Meredith was awarded
11 100 percent of PMCC. That's in Meredith's
12 declaration and also in her undisputed testimony.

13 Ms. Meredith filed paperwork with the FCC
14 in 2011 to demonstrate that she was the sole owner of
15 PMCC. That's her declaration at paragraph 7.

16 Sometime in mid July to August of 2013,
17 Powell contacted Ms. Meredith and inquired whether
18 PMCC was interested in working with him to develop
19 and then sell the radio properties. That's in her
20 declaration at paragraph 10.

21 MR. RIFE: Your Honor, was -- you said
22 "Powell."

23 THE COURT: Sir, I'm reading the ruling.
24 If you want to dispute it and you want to appeal it,
25 you may do so. Don't interrupt the Court while I'm

1 making a ruling. Thank you.

2 MR. RIFE: All right.

3 THE COURT: Meredith -- and I may be -- I
4 may be wrong, but I'll correct it, and I'll take that
5 into consideration, but --

6 MR. RIFE: Sorry.

7 THE COURT: -- please don't interrupt.

8 Meredith refused to sell the radio
9 stations, and Powell stated that he was approached by
10 the debtor and was advised that he could act on
11 behalf of PMCC because their divorce decree was
12 invalid. That's, again, in her declaration at
13 paragraph 12.

14 Thereafter, about July 2013, Powell and the
15 debtor entered into an agreement concerning the radio
16 properties. That's -- I refer to as "the July
17 agreement." The July agreement is Creditor's Exhibit
18 2. Ms. Meredith testified that her signature on the
19 July agreement was forged and she never saw or signed
20 it.

21 Then in August and November of 2013,
22 Ms. Meredith decided to work with the debtor to
23 develop the radio properties based on promises of a
24 down payment and on promises of a favorable 60-40
25 division of proceeds once the radio properties were

1 sold.

2 On November 21, 2013, Ms. Meredith signed a
3 document dated October 22 titled -- entitled
4 "Assignment Agreement." I refer to that as "the
5 October assignment agreement." That is Creditor's
6 Exhibit 3.

7 As stated on Creditor's Exhibit 3, the
8 October assignment agreement is between
9 Powell-Meredith Communications Company, a Texas
10 company in good standing, and Scott Powell and
11 Ms. Meredith, collectively referred to as "PMCC," and
12 Community Translator Network, LLC, a subsidiary Of
13 Rockwell Education Foundation, Inc.

14 Hereinafter, when I use the phrase or the
15 letters "PMCC," I am including Meredith and Scott
16 Powell, because that's the way the documents and the
17 evidence has come through.

18 The October assignment agreement entitled
19 PMC- -- entitled PMCC to receive a deposit of \$20,000
20 for the radio properties. That was calculated at
21 \$2,500 times eight CPs. PMC was thereafter entitled
22 to a 60-40 share of the proceeds realized by the
23 debtor after the debtor developed the radio
24 properties.

25 Ms. Meredith's assertion of the 60-40

1 division of proceeds is supported by Creditor's
2 Exhibit 15, which is a declaration signed and
3 submitted to the FCC by Morgan Skinner, manager of
4 Rockwell, on July 7, 2014.

5 The declaration acknowledged the agreement
6 of the parties was -- of the parties was to have
7 Rockwell perform technical, legal, and pay the FCC
8 processing fees required for the prosecution of the
9 construction permit applications, and the
10 construction permits were to be transferred to the
11 debtor, a company which Attorney John Christian
12 Barlow was the sole manager or trustee and held in
13 trust, and when the net proceeds would be divided
14 thereafter on a 60-40 basis, PMCC would receive 60
15 percent and Rockwell 40 percent, with Rockwell's
16 expenses capped at 2,500 per translator. That's in
17 Exhibit 15.

18 The aforementioned agreement was never
19 consummated. Additionally, neither PMCC nor Meredith
20 received a deposit of \$20,000 for the radio
21 properties.

22 In January of 2014, Ms. Meredith discovered
23 that PMCC's FCC access codes were changed and the
24 debtor had submitted to the FCC access to PMCC's
25 account, one, the necessary reports qualifying five

1 of the radio properties to be transferred to the
2 debtor, and two, a document dated November 10, 2013,
3 which I refer to as "the November assignment
4 agreement," which transferred five of the radio
5 properties to the debtor. That's Creditor's Exhibit
6 4.

7 Ms. Meredith testified that her signature
8 on the November assignment agreement was forged and
9 she never saw or signed the agreement until searching
10 the FCC filings. The debtor and PMCC discussed
11 settlement after this issued, but the same was never
12 consummated.

13 The debtor continued to pursue a permit
14 through the FCC on the five radio properties listed
15 in the November settlement agreement, however.
16 Ms. Meredith filed an objection with the FCC, but on
17 January 8th, 2014, the FCC granted the permits of the
18 debtor on the five radio properties that were listed
19 in the November assignment agreement. The five radio
20 properties are Cheyenne, Logan, Needles, Roseburg,
21 and Ruidoso.

22 The remaining three properties, which are
23 Gulf Port, Mississippi; South Padre Island, Texas;
24 and Wickenburg, Arizona were also transferred from
25 PMCC to the debtor. However, PMCC filed an objection

1 with the FCC, and the debtor was not immediately
2 granted the permits. The debtor relies on the
3 October assignment agreement and believes that, at
4 most, it owes PMCC \$20,000, which constitutes the
5 deposit amount of the eight radio properties. The
6 properties -- the parties dispute the validity and
7 the mechanism of all transfers of the radio
8 properties..

9 Well, as a starting point, Bankruptcy Rule
10 9006(b)(1) provides that the Court may, in its
11 discretion, allow untimely acts if the failure to act
12 was done -- was due to excusable neglect and allows
13 the Court to do that after the time has expired.
14 That was an argument made by PMCT -- PMC -- or,
15 excuse me, the debtor today, and the rule clearly
16 allows the motion to be made at any time after the
17 time has expired, but it must be -- there must be
18 cause for cause shown.

19 Here the motion to extend was made shortly
20 before the hearing.

21 The Supreme Court stated that, if
22 appropriate, courts should accept late filings caused
23 by inadvertence, mistake, or carelessness, as well as
24 by intervening circumstances beyond the parties'
25 control. That's in the Pioneer case, which the

1 parties are well aware of.

2 The determination of what is excusable is
3 at (inaudible) an equitable one taken into account of
4 all relevant circumstances surrounding the party's
5 omission, including the danger of prejudice to the
6 debtor, the length of the delay, and its potential
7 impact on judicial proceedings, the reason for the
8 delay, including whether it was within the reasonable
9 control of the movant, and whether the movant acted
10 in good faith. That's a quote from that case and
11 which our circuit has adopted also in the Lang case
12 from 2004.

13 At the evidentiary hearing, Ms. Meredith
14 made an oral motion to extend the time to file a
15 proof of claim. She also filed the motion to extend
16 several days before in docket 168.

17 Ms. Meredith filed claim number 8 two days
18 late and blames the delay on the debtor's failure to
19 list her as a creditor. PMCC received notice of the
20 proof of claim deadline at the same address where
21 Ms. Meredith was listed for notice. Although Ms.
22 Meredith's reason for the delay is not persuasive in
23 its entirety, the Court is inclined to grant an
24 extension to file claim number 8, as it would not
25 prejudice the debtor, because the debtor has already

1 included PMC in its proposed plan and list of 20
2 largest creditors, unsecured creditors.

3 The delay of two or three days in filing
4 claim 8 has not significantly impacted the
5 proceedings, and no plan has been confirmed.
6 Ms. Meredith acted in good faith in filing the claim,
7 and the Court finds cause for granting the extension.

8 A more difficult issue arises as to
9 Ms. Meredith's standing. There is no question she
10 filed the claim in her own -- in her own name. She
11 testified, without objection, that she was either the
12 sole owner of PMCC and/or the sole recipient of the
13 assets of PMCC through a divorce decree and, indeed,
14 as the Court recognized a few minutes ago, that the
15 documents refer to her, collectively with Mr. Powell
16 and PMCC, as "PMCC."

17 With such evidence, the Court determines
18 that Ms. Meredith's claim on her own behalf is
19 sufficient. Had the debtor presented evidence that
20 the claim was still with PMC and had never been
21 transferred in any way to Ms. Meredith or
22 contradicted the clear language on the assignment
23 agreements referred to, Exhibits 2 and 3, the Court's
24 ruling may have been different; however, no objection
25 was made to Ms. Meredith's testimony, nor was there

1 any other evidence presented by the debtor, only
2 argument that was made by the debtor. I am not
3 considering the argument made by counsel for
4 Ms. Meredith today in this determination.

5 Accordingly, the motion to extend to file
6 the proof of claim number 8 should be granted.

7 And the next question is the validity of
8 the claim itself. A properly filed proof of claim
9 (inaudible) its prima facie evidence of the validity
10 and amount of the claim under Rule 3001(f). Such a
11 claim is deemed allowed unless a party in interest
12 objects. That's found at Code Section 502, and a
13 case from our circuit in the Broadband Wireless case,
14 which my former colleague, Judge Glen Clark, authored
15 in 2003 from the BAP.

16 The objecting party has the burden of going
17 forward with evidence supporting the objection. Such
18 evidence must be of a probative force equal to that
19 of the allegations contained in the proof of claim;
20 however, an objection raising only legal issues is
21 sufficient.

22 Once the objecting party has reached the
23 threshold, the creditor has the ultimate burden of
24 persuasion as to the validity of the amount of the
25 claim, and that's taken from the Geneva Steel case

1 from our BAP in 2001, and another case I like from
2 our Circuit Court of Appeals. That's the Harrison
3 case from 1993.

4 Here Ms. Meredith has the burden of
5 persuasion as to the validity and amount of the
6 claim, as it does not enjoy the evidentiary
7 presumption of prima facie validity. At the very
8 least, the October assignment agreement entitles PMCC
9 a deposit claim of \$20,000 for the eight radio
10 properties. That's Exhibit 3. However, Ms. Meredith
11 bases her proof of claim on five radio stations.
12 That's also at proof of claim number 8.

13 Nevertheless, the debtor does not dispute
14 that it owed PMCC at least the \$20,000 for the
15 deposit on the eight radio stations. The testimony
16 of Amy Meredith and creditors, Exhibit 5 -- that is
17 the declaration of Morgan Skinner regarding the 60-40
18 split of the proceeds -- is persuasive, but not
19 completely.

20 Also, the debtor stated that the agreement
21 between the parties was 20,000 down and then an
22 assumption of the prior July contract, which has the
23 60-40. That's found in the testimony from last week.

24 The debtor went on to say that the
25 agreement in assuming that July contract by taking

1 the assignment 60-40 net, not 60-40 gross, splitting
2 future actual return off the sales price. That's
3 found on -- in the transcript also.

4 The debtor failed to persuade the Court
5 that the parties did not agree on a 60-40 share of
6 proceeds realized by the debtor after the debtor
7 developed the radio properties.

8 Accordingly, the Court is going to make a
9 two-part ruling here. First of all, I'm going to
10 allow the claim for at least \$20,000, but due to the
11 Court's reversal of this ruling as to allowing
12 evidence as to the amount of the claim, I am going to
13 allow further evidence to be presented at a
14 subsequent hearing. I think that's only fair. I
15 pulled the plug on Mr. Chesnut's cross-examination --
16 or his direct examination because of the objection
17 raised, and I reverse that today, and so I want to
18 hear additional evidence.

19 I have some real serious questions as to
20 the damages over and above the 20,000. It is so
21 speculative, in the Court's opinion. But,
22 nevertheless, I'm going to give the debtor a chance
23 to show what those damages are, and they need to be
24 more than just a guess, and so I'll require further
25 evidence on that matter.

1 Accordingly, Ms. Meredith's motion to
2 extend the time for filing of proof of claim number 8
3 should be granted. Proof of claim number 8 should be
4 allowed for Ms. Meredith. Further evidence and
5 testimony will be required as to the net proceeds
6 received from the eight radio properties to determine
7 the 60-40 split.

8 The debtor's request for fines and
9 sanctions against Ms. Meredith in the amount of
10 \$500,000 and five years in prison I'm going to find
11 was orally withdrawn back in August. Further, if not
12 withdrawn, the Court concludes it doesn't have
13 jurisdiction to imprison someone, nor does it have
14 jurisdiction to impose a criminal penalty, and so,
15 for those two reasons, I'm not going to address the
16 request for the monetary fine and the prison term.

17 This ruling constitutes the Court's
18 findings of fact and conclusions of law pursuant to
19 Rule 90-14 and 70-52. The Court reserves the right
20 to issue a written opinion memorializing this,
21 however, but I'll -- I'll prepare a separate order
22 which refers to the findings made on the record and
23 issue that to the parties.

24 And I'm going to allow, like I said,
25 another hearing on the amount of damages or the

1 amount of claim, as the case may be, and I'll allow
2 the parties -- I want you to talk and come -- come up
3 with a date that is mutually agreeable.

4 So, Mr. Chesnut, it's your burden to set
5 that hearing date, but I want you to talk with
6 Mr. Rife, find a date that's convenient for both of
7 you, and I'll take that then.

8 And do you anticipate at that time,
9 Mr. Chesnut, you're going to use a witness?

10 MR. CHESNUT: I think it would depend upon
11 the conversation with Mr. Rife. I think that it's
12 fairly straightforward, given, I think, that there
13 have been sales that we -- that information on those
14 closing documents might be able to -- I'd like to
15 just confer with him, but if -- otherwise I would
16 present a witness, your Honor.

17 THE COURT: Well, what I'm -- what I'm
18 getting at is if I come down to St. George, do I let
19 you argue that and present evidence by way -- other
20 argument or the like? And so I'll leave that to your
21 discussions between the two of you, and if we have --
22 if we have live evidence with a witness, the Court
23 has to be at the same place the witness is. I don't
24 take oral testimony over the airwaves for a couple of
25 reasons. One, it's hard to perceive the witness's

This order is SIGNED.

Dated: December 16, 2016

William T. Thurman

**WILLIAM T. THURMAN
U.S. Bankruptcy Judge**



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:	Bankruptcy Number: 15-31245
Community Translator Network	Chapter 11
Debtor.	Honorable William T. Thurman

**ORDER ON OBJECTION TO PROOF OF CLAIM NO. 8
AND MOTION TO EXTEND TIME**

The Debtor's Objection to Claim No. 8 (the "Objection") [Docket No. 71] and Amy Meredith's Motion to Extend Time (the "Motion") [Docket. No. 168] came on for evidentiary hearing on December 9 and 16th of 2016, the Honorable William T. Thurman, United States Bankruptcy Judge, presiding. Knute A. Rife appeared on behalf of Debtor, John T. Morgan appeared on behalf of the United States Trustee, and Geoffrey L. Chesnut appeared on behalf of Amy Meredith. The Court made its findings and conclusions on the record which are incorporated herein.

The Court has considered the pleadings filed in connection with the Objection, representations of counsel at the evidentiary hearing, witness testimony, exhibits and other relevant information of record in this case. Based upon the same, the Court hereby **ORDERS**:

1. The Motion is granted.

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2. The Objection is overruled.

3. Proof of claim No. 8 is allowed for Ms. Meredith. However, the Court will allow further evidence regarding the amount of the claim; particularly, the net proceeds received by Debtor on the eight radio properties to determine the 60/40 split agreed to by Debtor and Ms. Meredith. The parties are ordered to communicate between themselves and either: 1) submit additional briefing on the amount of the claim, or if not acceptable to all; 2) schedule an evidentiary hearing as soon as practicable where they may present evidence as to the amount of the claim.

END OF DOCUMENT

DESIGNATION OF PARTIES TO RECEIVE NOTICE

Service of the foregoing **ORDER** shall be served to the parties and in the manner designated below:

By Electronic Service: ECF LIST

By U.S. Mail - All parties on the Court's official case MATRIX.

Michael F. Thomson (#9707)
Peggy Hunt (#6060)
John J. Wiest (#15767)
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Attorneys for Michael F. Thomson, Chapter 7 Trustee

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:

COMMUNITY TRANSLATOR NETWORK LLC,

Debtor.

Bankr. Case No. 15-31245

Chapter 7

The Honorable William T. Thurman

**NOTICE OF PROPOSED ABANDONMENT PURSUANT TO FEDERAL RULE OF
BANKRUPTCY PROCEDURE 6007 AND BANKRUPTCY LOCAL RULE 6007-1**

Objection Deadline: July 5, 2019

TO ALL PARTIES IN INTEREST:

YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

PLEASE TAKE NOTICE that the Chapter 7 Trustee proposes to abandon the following-described property of the estate (the "Adversary Proceeding"):

Any rights and interests of the Debtor in and to the causes of action set forth in the Adversary Proceeding currently pending in the United States Bankruptcy Court for the District of Utah styled as *Community Translator Network LLC v. Powell Meredith Communications Company*, Case No. 16-02073.

The Chapter 7 Trustee has analyzed the documents and information related to the Adversary Proceeding and has determined that the anticipated costs to continue to prosecute the Adversary Proceeding, as well as the costs to liquidate the assets at issue in the Adversary Proceeding, would outweigh any potential recovery thereunder.

NO HEARING WILL BE CONDUCTED ON THE PROPOSED ABANDONMENT UNLESS A WRITTEN OBJECTION IS FILED WITH THE CLERK OF THE COURT ON OR BEFORE THE OBJECTION DEADLINE SET FORTH BELOW.

If you do not want the Adversary Proceeding abandoned, or if you want the Court to consider your views on the Proposed Abandonment, then, on or before **July 5, 2019**, you or your attorney must:

- (1) File with the Court a written response explaining your position at:

United States Bankruptcy Court
350 South Main Street, Room 301
Salt Lake City, UT 84101

If you mail your response to the Court for filing, you must mail it early enough so the Court will receive it on or before the date stated above.

- (2) Serve a copy of your response upon the following via ECF or U.S. mail:

Michael F. Thomson, Chapter 7 Trustee
c/o John J. Wiest
DORSEY & WHITNEY LLP
111 South Main Street, 21st Floor
Salt Lake City, UT 84111-2176

Dated this 18th day of June 2019.

/s/ John J. Wiest
Michael F. Thomson
Peggy Hunt
John J. Wiest
DORSEY & WHITNEY LLP
Attorneys for Chapter 7 Trustee

1 electronic signature here.

2 THE COURT: (Inaudible) the question there,
3 Mr. Chesnut?

4 Q (BY MR. CHESNUT) Mr. Barlow, on page 3 at
5 the electronic signature, is that not your signature,
6 or did you not authorize this document to be
7 electronically signed?

8 A Okay. Let -- let me answer that.

9 Q I have a very simple -- that's a very
10 simple yes-or-no question. Did you authorize the
11 electronic signature to be entered on this document?

12 A That's my signature. I don't believe I
13 authorized that.

14 THE COURT: Page 3?

15 MR. CHESNUT: Page 3, about halfway down,
16 your Honor, of document 3, under the statement that
17 "I certify these statements in this application are
18 true, type or printed name of the person signing,"
19 there's "John Christian Barlow, Esquire."

20 THE COURT: Okay.

21 THE WITNESS: Yeah. Let me -- let me
22 explain that.

23 Q (BY MR. CHESNUT) I'm just asking for a yes
24 or no, Mr. Barlow.

25 A No. I'm going to give you an explanation.

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RENEE L. STACY, CSR, RPR
(801) 328-1188

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1 MR. CHESNUT: Your Honor?

2 THE COURT: You can answer yes or no, and
3 your attorney can bring out anything further.

4 THE WITNESS: So the answer, then, would be
5 no, that's not my signature. That's my name, not my
6 signature.

7 Q (BY MR. CHESNUT) So you -- no. My
8 question was, did you authorize your electronic
9 signature to be affixed to this document?

10 A No.

11 Q All right.

12 THE COURT: Objection sustained.

13 Q (BY MR. CHESNUT) Let's turn to document
14 number 4, then, Mr. Barlow. Have you seen this type
15 of document before?

16 A This is an FCC 345. I've seen this
17 document. Like I said, it comes across my desk all
18 the time.

19 Q All right. It says on number 2 that you
20 are the contact person for this attempt to transfer.
21 Does that sound right?

22 A Yes.

23 Q You say these come across your desk. Who
24 fills these out?

25 A Buyers and sellers. This is a blanket FCC

1 345.

2 Q The ones that come across your desk --

3 A Uh-huh.

4 Q -- with your name on them, who fills those
5 out?

6 A I don't fill any of this out. I don't do
7 any FCC filing. I have never done any FCC filing.

8 Q So someone else has, in your place, filled
9 these documents out?

10 A Yes.

11 Q All right. Let's look at the facility
12 identifier on that one. It's 15733. And we can turn
13 back to your Exhibit D. Would it -- would you agree
14 that that facility number is the St. George --

15 A That is St. George.

16 Q All right. And your testimony again, on
17 the third page where it indicates that an electronic
18 signature was submitted along with that document, you
19 did not authorize that?

20 A That's correct.

21 Q Let's turn to page number 5. Have you seen
22 this one?

23 A (Inaudible.)

24 Q This one would be Greenville.

25 A I can't remember.

1 Q So this is an actual -- this one actually
2 is a document --

3 A This is Kanosh.

4 Q 194 -- on your liquidation sheet, Exhibit
5 U, has 194 listed next to Greenville, Utah?

6 A All right. Okay. Go ahead. What's your
7 question?

8 Q Have you seen this document before?

9 A Like I said, I can't remember.

10 Q Who is Lavon Randall?

11 A He's one of the principals -- or one of the
12 trustees.

13 THE COURT: He's one of the what?

14 THE WITNESS: The trustees of Community
15 Education Foundation. And I think he's one of the
16 trustees of CTN. Yeah, we list --

17 Q (BY MR. CHESNUT) Well, it indicates on
18 this form that he is the president. Does that sound
19 right, as their legal counsel? I mean, this was
20 filled actually out -- it says "debtor in possession"
21 at the top.

22 A Uh-huh.

23 Q And the date on it is 8-1-2016. What was
24 happening at that point with these -- with these CPs?
25 Because it appears to me that the debtor's motion to

1 sell Greenville was just barely filed.

2 A This might not be Greenville. I think this
3 is -- let's see.

4 Q I would hope that there aren't errors.
5 From the expert's testimony, it seems that the FCC
6 does not take too kindly to errors by people
7 attempting to transfer things and showing a lack of
8 experience in doing so.

9 A Any --

10 MR. RIFE: Was there a question there?

11 THE WITNESS: Yeah, (inaudible) your
12 question.

13 Q (BY MR. CHESNUT) So my question is -- you
14 said this isn't Greenville. Is your statement "This
15 is not Greenville"?

16 A I -- see, I'm not associating what one this
17 is. I said let me look. (Time lapse.)

18 Q So you don't know if this is Greenville or
19 not? During the course of the bankruptcy, the debtor
20 files a document with the FCC asserting a transfer
21 and you do not know what document filed with the FCC
22 we're looking at?

23 MR. RIFE: Objection. There's no evidence
24 that the debtor actually filed this.

25 THE COURT: Sustained.

1 Q (BY MR. CHESNUT) Can people file these
2 type of documents without the debtor's authorization?
3 A I don't file -- I've already testified --
4 Q I know you don't. Can --
5 A -- I don't file with the FCC.
6 Q -- anyone file these type of documents
7 without the debtor's authorization?
8 A That's beyond my knowledge.
9 Q So you've never filed one of these type of
10 documents?
11 A That's what I said. I've --
12 Q Have you ever filed a document with the
13 FCC?
14 A No.
15 Q Let's turn to page -- Exhibit No. 6. Would
16 you take a look at that for me, and then I'll ask you
17 a question as soon as you're ready. You testified
18 that you do legal work for both Community Education
19 Foundation and the debtor, Community Translator
20 Network; is that correct?
21 A Yes.
22 Q Would you have prepared this document?
23 A No.
24 Q What do you do for legal work for the
25 debtor and/or these other entities? What -- what is

1 the scope of your engagement?

2 A Representation.

3 Q So you don't prepare any of the documents
4 that they file with any entity or use in their
5 minutes or board meetings?

6 A No.

7 Q So you are a board member, though, correct?

8 A Yes.

9 Q Did you vote on this resolution? It
10 indicates that it was unanimous. Were you there?

11 A No. We didn't hold a board meeting
12 together. This would have been an e-mail query.

13 Q Okay. Did you assent to this resolution in
14 any form, e-mail, text, or otherwise?

15 A I probably did.

16 Q All right. Let's look at the third
17 "Whereas." Could you read that for me?

18 A "Whereas the action contemplated is in
19 keeping with the educational mission of the Community
20 Education Foundation, Inc. and there being no
21 monetary consideration required for more effectively
22 serving the public interest, it was agreed..." (end
23 of first file.)

24 Q Why don't you continue to the next one, the
25 first "Resolved."

1 A "Resolved that FM translator St. George
2 facility 157333, Greenville facility 145194, and
3 Kanosh 145477" -- there's a -- one of these documents
4 is -- the numbers are wrong -- "be transferred to
5 Americast subject to approval of the FCC."

6 Q And what's the date on that at the top and
7 at the bottom?

8 A July 15.

9 Q So just under four months prior to the date
10 of the petition, what was happening with the debtor
11 at that time?

12 A Operating in the normal course of business.

13 Q Was the debtor involved in any litigation?

14 A No.

15 Q When was the complaint filed by the debtor
16 against my clients in the fifth district?

17 A Oh, crap. I don't know.

18 Q Were you counsel on that matter?

19 A Yes.

20 Q So --

21 (Inaudible), your Honor.

22 Did you participate in a deposition on June
23 10, 2015?

24 A Yes.

25 Q What would -- what was the basis for

1 that -- the litigation of that deposition that
2 occurred a month before this resolution?

3 A Oh, that would have been the deposition of
4 Amy Meredith.

5 Q So at that point was the debtor involved in
6 litigation with Amy Meredith?

7 A Yes.

8 Q Okay.

9 A I'm corrected on that.

10 Q Okay. So, during the course of litigation,
11 the debtor attempted or at least passed a resolution,
12 and we assert attempted, to transfer these three
13 translator stations; is that correct?

14 A Well, if you look at the FCC filings, they
15 were all transferred back to the debtor, so I advised
16 the debtor to transfer them back.

17 Q Why did you do that?

18 A Well, because it was in the face of the
19 bankruptcy and in the face of litigation, so --

20 Q Were you preparing for a bankruptcy in
21 July?

22 A Oh, no.

23 Q Okay. So it was in the face of the
24 litigation?

25 A Well, if you look at when -- you pointed

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IN THE FIFTH DISTRICT COURT IN AND FOR THE STATE OF UTAH, WASHINGTON COUNTY	
E MORGAN SKINNER JR, an Individual; ROCKWELL MEDIA SERVICES, LLC, a Utah Company; JOHN CHRISTIAN BARLOW, an Individual; COMMUNITY TRANSLATOR NETWORK, LLC, a Utah Company. Plaintiffs v. AMY MEREDITH, an individual; SCOTT POWELL, an individual; POWELL-MEREDITH COMMUNICATION COMPANY, a Texas company with forfeited existence. Defendants	COMPLAINT Case No: 140500250 Judge: JEFFREY C WILCOX

I. INTRODUCTION

In July of 2013, a Service Agreement (the "Service Agreement") was entered into by E. Morgan Skinner Jr. (Skinner") of Rockwell Media Service, LLC, a Utah company in good standing ("Rockwell") and between Amy Meredith, an Individual ("Meredith") and Scott Powell, an Individual ("Powell") of Powell-Meredith Communication Company, a Texas company with forfeited existence ("PMCC"). The Service Agreement is an exclusive technical, legal and marketing services agreement in which Rockwell performed or had performed technical, legal, and marketing services for the eight (8) FM Broadcast Station Translator

Construction Permits (CP's). Meredith now claims that this contract is void because she did not sign it but that her name was signed by Powell.

In October of 2012, an Assignment Contract (the "Assignment Contract") was entered into where in Community Translator Network, LLC, a Utah company in good standing ("CTN"), John Christian Barlow as Trustee, ("Barlow") would acquire from PMCC eight (8) FM Translator Construction Permits ("CPs") from PMCC where they would be held during the marketing phase of the Service Agreement. Meredith does not claim that the Assignment Contract is void or defective in any way; however she has blatantly breached this contract.

After significant funds were invested for development of the FM Translator CP's so that they could be transferred as required by FCC regulations, and during the process of FCC approval of the transfers of the CP's, Meredith attempted to renegotiate the Assignment Contract to circumvent Powell so that she could retain more of the expected proceeds. When that attempt failed, and when five (5) of the eight (8) CP's were transferred to CTN, Meredith, Powell, and PMCC determined that they would do whatever they could to retain the CP's, sell the CP's and keep all of the proceeds for themselves.

Skinner, Rockwell, Barlow, and CTN now bring this action against Meredith, Powell and PMCC for breach, anticipatory breach, slander, liable, and defamation.

II. PARTIES

1. E. Morgan Skinner Jr. is a resident of Utah, Washington County. Skinner is the Manager of Rockwell.
2. Rockwell Media Service, LLC, is a Utah company in good standing.
3. John Christian Barlow is the Trustee of CTN.
4. Community Translator Network, LLC, is a Utah company in good standing.
5. Amy Meredith is a resident of Texas.

6. Scott Powell is a resident of Pennsylvania.
7. Powell-Meredith Communication Company is a Texas company with forfeited existence.

III. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to Utah Code Section 78B-6-401.
9. Venue is proper in this action pursuant to Utah Code Section 78B-3-307, and 78B-3-205.

IV. FACTS

A. The July Service Agreement

10. A valid Service Agreement was entered into by PMCC, Meredith, Powell and Rockwell on the first day of July, 2013. See Exhibit 1, the July Contract. Meredith and Powell signed the contract in their personal and business capacities.
11. Saturday, June 29, 2013: Rockwell provides Powell an outline of the proposed service agreement in an e-mail. Powell reports that he will discuss it with Amy Meredith, his ex-wife, who lives in Texas. See Exhibit 3 Proposed Service Agreement and Email.
12. Powell agrees to be the sole point of contact.
13. The terms of the Service Agreement state basically that Rockwell would provide technical services, legal services, pay FCC processing fees, and provide marketing services in exchange for a 40/60 split of the net proceeds of the sale of eight (8) CP's. Rockwell was to receive 40% and PMCC was to receive 60% after technical, legal, and FCC fees were deducted not to exceed Two-Thousand Five-Hundred Dollars (\$2,500.00). The eight (8) CP's were MX'd (they had technical conflicts prohibiting grant as singletons). Skinner is to pay the anticipated amount of Two-Thousand Five-Hundred Dollars for the out of pocket expenses for the technical, legal work, and FCC processing fees that was required on each CP before they would be marketable and, upon grant by

the FCC the permits would be transferred to an independent company (CTN) where the authorizations would be held during the marketing and sale phase. The proceeds would be held in trust until an accounting was done and the proceeds would then be disbursed. See Exhibits 1 and 2.

14. Because the eight (8) FM Translator Applications were MX'd expression of interest applications only, not Construction Permits, they were not transferable or, or assignable.
15. The value of the eight (8) FM Translator applications in their MX'd condition was less than \$2,500.00 each.
16. Sunday, June 30, 2013 – Powell receipt of the Service Agreement and that Meredith is reading it over. See Exhibit #4
17. Monday, July 1, 2013: Powell confirms they want to proceed. See Exhibit 5.
18. Monday, July 1, 2013: The Service Agreement is sent for signature. Powell confirms receipt and acceptance. See Exhibit 6.
19. Monday, July 1, 2013: Skinner, acting in good faith moves forward and begins work on the process of bringing the CP's into a transferable status. Skinner requests the CDBS and FRN account numbers and passwords for PMCC with the FCC. An FRN account is required to do business with the Federal Communications Commission ("FCC"). A party must register through the FCC's COMmission REGistration System (CORES) which assigns the FRN to uniquely identify each party in transactions with the FCC. The FCC Media Bureau (MB) Consolidated Database System (CDBS) is an electronic filing system for Broadcast Station Application Forms. This system provides the ability to fill out MB application forms on-line and file them electronically. The CDBS electronic filing system consists of an account registration function and a forms filing function. During the CDBS account creation, the applicant's Account ID number will be generated

and the user-specified password is saved. Account data can be updated at any time by the Applicant/Licensee and require information about a Contact Representative.

20. Tuesday, July 2, 2013: Meredith provides the PMCC CDBS account (3880) and FRN account (0006018212) numbers with what is believed to be the passwords to match. See Exhibit 7. The passwords do not match and FCC help was required to reset the passwords because of the length of time the accounts had been inactive. After resolving the password issues, Rockwell reports to Powell the accounts and passwords have been resolved. See Exhibit 8, and 8.1.
21. Tuesday, July 2, 2013: Rockwell notifies Powell that PMCC is on **Red Light Status** at the FCC with its assigned FCC Registration Number ("FRN") (0006018212) associated with the 2003 FM Translator Auction 83 short-form applications. Red Light Status reflects delinquent fees at the FCC which prohibits any FRN associated application from being processed. See Exhibit 9.
22. Powell reports that Meredith will pay the delinquent FCC fees so that the project can move forward. See Exhibit 9.
23. Wednesday, July 3, 2013: Rockwell begins the required engineering studies to determine how to resolve the MX'd short-form application conflicts and prepare PMCC Minor Modification (long-form) applications. See Exhibit 10.
24. Wednesday, July 31, 2013: Rockwell provides an update pursuant to the Service Agreement to both Powell and Meredith reporting the FCC's Media Bureau has announced the deadline for filing 2003 FM Translator Auction 83 minor modification (long-form) applications replacing short-form expression of interest applications that were filed timely and not in-conflict (MX'd) with other Auction 83 applicants' amended short-form applications. Rockwell reports a subsequent conflict has occurred in the

application for Gulfport, MS in which the two MX'd applicants have filed long-form applications on the same FM Channel in their long-form applications as proposed engineering solutions to the original channel in the MX Group. See Exhibit 11.

25. Wednesday, July 31, 2013: Meredith communicates she has engineering for the PMCC Shawnee, OK singleton application and she plans to ask the FCC to re-instate the PMCC short-form application. Rockwell responds that it has already requested the FCC re-instate the short-form and was told by the Deputy Chief of the FM Translator Branch that no re-instatement is possible as PMCC missed the filing deadline for the long-form application. See Exhibit 12.

26. Friday, August 2, 2013: Powell requests the Consolidated Data Base System ("CDBS") and FRN passwords reset by the FCC for Meredith to use in other FCC filings. Meredith reports that most of the back fees are paid through the treasury department. Rockwell provides the re-set passwords. See Exhibit 13.

27. Friday, August 16, 2013: Powell confirms plan to transfer the FM Translator construction permits to Community Translator Network, LLC with John Christian Barlow, Esq. as Trustee, upon FCC grant. See Exhibit 14

28. CTN is formed so that upon grant by the FCC, the CP's could be transferred and held.

29. Thursday, January 9, 2014: Rockwell provides Powell with an update on the FCC grant of five (5) FM Translator Construction Permits and a status report on the remaining three (3) translator applications pending further FCC action following amendments that were filed timely. See Exhibit 15

30. Sunday, January 12, 2013: Powell notifies Rockwell that Meredith has potential buyer for the FM Translators at Needles, CA (Facility No. 142491) and Cheyenne, WY (Facility No. 143430). See Exhibit 16.

31. Tuesday, January 14, 2014: Rockwell provides Powell with a copy of the FCC Public Notice of the Construction Permit grants to PMCC and a copy of the Assignment Agreement to CTN filed with the FCC. Powell approves the filing. See Exhibit 17
32. Tuesday, January 14, 2014: Meredith makes accusations of electronic forgery and claims that her signature on the Service Agreement is a forgery and proposes to have the Assignment Application dismissed. See Exhibit 18.
33. Wednesday, January 15, 2014, in an email correspondence Meredith confirms (1) knowledge of the July contract; (2) she gave the CDBS and FRN passwords to Skinner; (3) and knowledge of consideration. See Exhibit 19.
34. Wednesday, January 15, 2014: Meredith sends an email trying to renegotiate the terms of the October agreement. See Exhibit 20.
35. Friday, January 17, 2014: Meredith acknowledges that she is aware of the October Assignment agreement and that she did sign the agreement. Meredith continues her allegations and now claims she was never aware of half of the work performed by Rockwell and reiterates that Powell has no equitable interest in the PMCC construction permits. See Exhibit 21.
36. Tuesday, January 21, 2014: Meredith again acknowledges that she is aware of the transfer of the eight CP's. Meredith states that she is concerned that the FCC will dismiss all eight applications. See Exhibit 22.
37. Wednesday, January 29, 2014: Meredith states she has changed the passwords of the CDBS and FRN accounts but will give them to the engineer. See Exhibit 23.
38. Tuesday, April 15, 2014: Meredith breaches the contract by stating that she is asking the FCC to withdraw the applications. See Exhibit 24.,

39. Tuesday, April 15, 2014: Meredith sends the FCC a "Petition to Deny" the Ruidoso NM facility. See Exhibit 25, letter from Meredith to the FCC requesting a denial of the transfer of the Ruidoso CP.

B. The Assignment Agreement

40. A valid contract was entered into by PMCC, Meredith, and CTN on the twenty-first day of October, 2013. See Exhibit 2, the October Contract.

41. The terms of the contract are that CTN would pay PMCC Two-Thousand Five-Hundred Dollars (\$2,500.00) per CP. The Two-Thousand Five-Hundred Dollars was in fact prepaid by Rockwell as the anticipated required amount necessary for the technical services, legal services and and FCC processing fees. See Exhibit 2.

42. On March 21, 2014, the FCC consented to the Assignment of five (5) of the eight (8) CP's that were to be transferred to CTN. See Exhibit 26.

C. Breach

43. Tuesday, April 15, 2014: Meredith and PMCC breached their contracts with Rockwell and CTN filing a Petition to Deny to the FCC of the Assignment application granted on March 21, 2014. See Exhibit 24, Petition to Deny from Meredith to the FCC.

44. Powell does nothing to prevent the breach of contract by Meredith and PMCC.

45. Powell's lack of action reflects his complicity with the breach by Meredith, and PMCC.

D. Anticipatory Breach

46. Based on Meredith, Powell's, and PMCC's actions Skinner, Rockwell, Barlow, and CTN anticipate that they will continue to breach the contracts.

E. Harm

47. On or about April 16, 2014, Meredith caused harm to Skinner, Rockwell, Barlow, and CTN when Meredith caused a potential sale of an FM Translator to fail. In an email from

Richard Hayes, legal representative of the proposed buyer, he states that any potential sale will not proceed because of the statements from Meredith claiming that the FM Translator CP at Ruidoso NM was fraudulently transferred. See Exhibit 27, email from Richard Hayes.

48. The value of the sale was approximately Thirty-Five Thousand Dollars (\$35,000.00).
See Exhibit 28, valuation of Ruidoso NM CP.

F. Slander, Liable, Defamation

49. Skinner, and Rockwell, relies heavily on their perceived moral character. Skinner and Rockwell use word of mouth to obtain new clients and retain existing clients.
50. Meredith and PMCC have made communications of a false statement that harms the reputation of Skinner and Rockwell. Meredith has communicated to individuals and businesses that Skinner has intentionally and repeatedly attempted to defraud her when there is no evidence of such. See Exhibit 24.
51. Meredith has made written statements and oral statements defaming Skinner, Rockwell, and CTN. See Exhibit 24. (e-mails and FCC Petition to Deny).
52. Meredith knew that the statements were false.
53. Meredith knew that the statements were misleading.
54. Meredith acted with intent when she published the false and misleading statements.
55. Meredith caused harm when she published the false and misleading statements.
56. Barlow relies heavily on his upstanding reputation.
57. Meredith and PMCC have made communications of a false statement that harms the reputation of Barlow. See Exhibit 24.
58. Meredith has made written and verbal communications meant to harm the character of Barlow. See Exhibit 24.

59. Meredith knew that the statements were false.
60. Meredith knew that the statements were misleading.
61. Meredith acted with intent when she made written and verbal communications meant to harm the character of Barlow.

G. Harm

62. Meredith has caused the sale of a CP to fail based on her false claim of fraud. See Exhibit 26.

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

63. All preceding paragraphs are incorporated herein.
64. Meredith, Powell, and PMCC formed two valid contracts with Skinner, Rockwell, Barlow, and CTN.
65. There is valuable consideration for the contracts.
66. Meredith and PMCC breached the contract when they claimed they were defrauded by Skinner, Rockwell and CTN in written and oral communications to the President of the Walton Stations-New Mexico, Inc. and their counsel. Meredith and PMCC breached the contract when they filed a Petition to Deny the Assignment of the Five (5) FM Translators to CTN asserting allegations of fraud and forgery libeling and slandering Skinner and Barlow.
67. Meredith, Powell, and PMCC have caused monetary harm to Skinner, Rockwell, Barlow, and CTN when they breached the contracts.

SECOND CAUSE OF ACTION: ANTICIPATORY BREACH OF CONTRACT

68. All preceding paragraphs are incorporated herein.
69. Meredith, Powell, and PMCC formed two valid contracts with Skinner, Rockwell, Barlow and CTN.
70. There is valuable consideration for the contracts.
71. Meredith, Powell, and PMCC have attempted to breach the contracts with Skinner, Rockwell, Barlow, and CTN. It is anticipated that Meredith, Powell, and PMCC will continue to breach the contracts.
72. The continued breach will cause substantial harm to Skinner, Rockwell, Barlow, and CTN.

THIRD CASUE OF ACTION: SLANDER, LIABLE, DEFIMATION

73. All preceding paragraphs are incorporated herein.
74. Meredith and PMCC made slanderous. Libelous and defamatory statements against Skinner, Rockwell, and Barlow.
75. A defamatory statement;
76. Meredith and PMCC made slanderous. Libelous and defamatory statements against Skinner, Rockwell, and Barlow when she published the statements to numerous other individuals and businesses.
77. Meredith and PMCC knew or should have known the statements she published about Skinner, Rockwell, and Barlow are false and misleading.

78. Meredith and PMCC caused injury to Skinner, Rockwell, and Barlow when she caused a potential sale to fail and when she wrote to the FCC.

V. PRAYER FOR RELIEF

A. Breach.

Skinner, Rockwell, Barlow, and CTN request this Court enter an order for a joint and several award in an amount this Court determines is compensation for the breach of contract committed by Meredith, Powell, and PMCC.

In the event this Court finds that the July Service Agreement is invalid, Skinner, Rockwell, Barlow, and CTN request that the Court uphold the October Assignment Agreement and order damages against Meredith and PMCC in an amount this Court determines is compensation for the breach of the October Assignment Agreement.

B. Anticipatory Breach

Skinner, Rockwell, Barlow, and CTN request this Court enter an order enjoining Meredith, Powell, and PMCC from committing any further breach of contract and requiring them to comply with all necessary requirements to fulfill the contract.

C. Slander, Liable, Defamation

Skinner, Rockwell, Barlow, and CTN request this court enter an order and judgment against Meredith, and PMCC in an amount this Court determines is adequate compensation for the slanderous, libelous, and defamatory actions of Meredith, and PMCC.

Skinner, Rockwell, Barlow, and CTN request this Court enter an order enjoining Meredith and PMCC from communicating with any potential buyer of the CP's or communicating with the FCC.

Skinner, Rockwell, Barlow, and CTN request this Court enter an order requiring Meredith and PMCC to retract their slanderous, libelous, and defamatory statements made to any individual or entity.

Respectfully submitted this Wednesday, April 30, 2014.


John Christian Barlow