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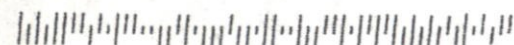
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Marlene Dortch  
Secretary to the  
Federal Communications  
Commission  
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DEC 29 2020

Federal Communications Commission  
Office of the Secretary

December 22, 2020

Amy Meredith  
Powell Meredith Communications Co  
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469 279 5531  
[AmyMeredithradiolane@gmail.com](mailto:AmyMeredithradiolane@gmail.com)

Marlene Dortch  
Secretary to the Federal Communications Commission  
Washington, DC 20054

Ms. Dortch,

Please find the following pleading on tolling for the audio division which includes the pleading and three attachments.

Regards,  
 12/22/20  
Amy Meredith



DEC 29 2020

Federal Communications Commission  
Office of the Secretary

December 22, 2020

Marlene Dortch  
Secretary to the Federal Communications Commission  
Washington DC 20054

Albert Shuldiner  
Audio division chief  
Federal Communications Commission  
Washington, DC 20054

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**Request for tolling for Powell Meredith Communications Company- 3 FM permits- South Padre Island, TX- 142712, Gulfport, MS- 142760 and Wickenburg, AZ 143311**

In August 2020 the Federal Communications Commission or the FCC sent out a public release giving extensions for translators due to the covid pandemic. Recently the FCC also delayed an FM auction for the covid related pandemic emergency. The FCC apparently recognizes that this is a national public health crisis.

Powell Meredith Communications Company or PMCC, applied for tolling for three FM permits that in South Padre TX, Gulfport MS and Wickenburg, AZ( **See translator attachments**). In October of 2020 Powell Meredith Communications Co or PMCC applied for the pandemic related tolling for three FM translator permits and was denied. These three permits that are part of the tolling request were part of an auction process, and out of the FM translator auction window 83 and it appears they are also eligible to ask for tolling under that release. There is no wording in this release that would exclude translators from that auction from this release.

PMCC was denied the pandemic related tolling and there are mentions that we have not proven that we have made attempts to start construction or proven the litigation on these is still in existence, and we have secured two tower sites and are in the process of ordering equipment for these. Although the equipment is not on hold the problem is getting help building these and being able to travel during the pandemic and for me not being able to travel to build these with an active case of covid. Recently a couple was arrested for boarding a plane knowing that they had the virus. If I was traveling knowingly infected with covid this would have been illegal.

The past tolling request may not have made it clear that there is litigation in Washington County UT still active against the three permits that are part of this tolling. In total eight permits are part of that lawsuit, 5 in which the Plaintiffs stole using forged documents and a fake consummation from PMCC



and three more that remain in the PMCC name that the Plaintiffs feel they are some how entitled to and required to not pay for them, like they never paid for the first five.

The lawsuit was brought by John Barlow who later declared a personal no asset bankruptcy to release himself from the counter suit in this case and other lawsuits filed against him by the bankruptcy courts. Community Translator who also brought this lawsuit has also declared bankruptcy and may be out of this lawsuit as well but Morgan Skinner, Scott Powell, Amy Meredith and Powell Meredith Communications are still part of this lawsuit and it is in full force.

This lawsuit asks for the 5 permits that were stolen by Community Translator and re sold, to be given over to Community Translator Network and that the additional three that are part of this tolling, be added to that tab as well. Three of the first five were sold outside the bankruptcy court and were never approved by the courts and two were sold within the courts jurisdiction and were approved by the courts. Those two that were approved by the bankruptcy courts were in Logan Ut and Cheyenne WY, so chances of those two permits being dismissed from this particular lawsuit are high. The other three permits were sold by John Barlow and were paid in to his law firm account that declared bankruptcy and the courts never signed off on the 363 F for those permits. The remaining three are Gulfport, MS, South Padre Island, TX and Wickenburg, AZ.

This case was filed in Washington County UT, Judge Jeffery Wilcox court, complaint number- **140500280 filed March 2014 in Washington Co Utah- Skinner, Barlow, Rockwell Media Services and CTN VS Amy Meredith, Scott Powell and Powell Meredith Communications Co. (see lawsuit attachments)** One the bankruptcy for CTN in Salt Lake City UT is finalized then the State Courts will set a trial date for this lawsuit. Potentially PMCC could lose custody of the three permits at hand here because the FCC already accepted a contract for sale(dated October 2013), although forged, from PMCC to CTN with these three permits on that contract. The reason that they probably were not granted to CTN by the FCC at that time is because they were only applications.

**Background on three tolling permits-** PMCC applied for 20 some translators in January of 2003, inside the FM translator auction 83 window. In 2013, eight of these were processed but **not** by PMCC or me Amy Meredith, or even Scott Powell an ex partner. These were illegally processed and paid for by a third party trafficker named Morgan Skinner. US Treasury records show that he paid the filing fees to remove all eight of these permits from a fair and equitable auction process in order for them to get a grant and then he had plans to transfer them in to his wife and attorney's company called Community Translator Network, or CTN, without permission from PMCC and without paying for the permits. This is backed up by a 16 page Federal court ruling by Federal Judge William Thurman in Salt Lake City UT. The order specifically says that the 5 permits were transferred with forged agreements and NEVER consummated. The Audio division is well aware of this ruling and have not acted on this ruling.

In total, eight applications belonging to PMCC were taken out of the auction, processed and actually granted in to the PMCC name. That was a big issue in court because the plaintiffs felt that since they processed and paid for these that they were granted in to the CTN name, they were not. They were granted in to the PMCC and then illegally transferred in to the CTN name. All parties have denied filing the transfer and the plaintiffs blamed that on Powell, then Meredith then on the FCC although financial records show the transfer fees were paid by Morgan Skinner. The deal was consummated without knowledge or pay to PMCC by John Barlow and he did admit in court to doing that but claims that Konrad Herling let him back in to the PMCC account to consummate the deal.



Skinner and Barlow were successfully able to steal the first five out of this account but not the remaining three permits due to several different reasons, those three permits remained in the PMCC name and account. These three permits still remain in the PMCC name today, these three permits are in Gulport, MS, South Padre, TX and Wickenburg, AZ.

This background for these has been established in Federal court through affidavits, testimony and court rulings and it is not disputed. PMCC has provided US Federal treasury records to the FCC and the courts to show that a third party processing team paid for all 8 of these to skip the auction process. Though the court ruling and evidence PMCC has provided in the past that PMCC did not file to have these removed from the fair and equitable auction process and that PMCC was recently given these back from the courts and only have 16 months to build, where a normal applicant will have 36 months, most of these months have been during the pandemic.

On June 2 2013, Morgan Skinner called up Konrad Herling of the audio division and asked to change the pass codes for the PMCC account. On the day as well Skinner called an ex partner of PMCC named Scott Powell, who is also my ex husband and tried to get him involved in this ordeal as well, how much involvement Powell had is not completely known but Powell claims that he was NOT willing to work with Skinner.

Powell claims that Skinner filed a fake consummation on an an AM permit with him in Vernal Utah back in 2009 and since then did NOT want to work with him. Ironically Skinner paid for a portion of that permit in 2018, many years after it had expired. Powell claims to have NOT cashed the check in fear that the funds were stolen from the bankruptcy estate of Community Translator Network. Due to the reasons that Skinner still owed him money and had already filed one fake consummation on him, Powell claims he did not want to work with him a second time.

Powell had given up his rights to the Powell Meredith Communications Co to Amy Meredith back in 2009 and this was agreed upon by the courts and a State of Texas judge. I was accused of using a tribal judge in the State of Alaska which I did not, the judge that was used was a state judge in Dallas County Texas and all proceedings were legal. There was much talk over the years that I used an incorrect court or had an incomplete ruling and it took some time to get to the bottom of this. All of this was made in to an issue in attempts to discredit Meredith to the audio division and apparently it worked because still to this date PMCC can't get the audio division to act on a Federal court order. History once again is repeating itself and people can say they would do it differently but realistically they would not.

According to Powell, Skinner claimed the FCC had not recognized the change of ownership that Meredith had placed in the account (2011) and that he was still legally the owner of PMCC and still had legal signing rights. Around that time Powell called me with this information which sounded strange to me and I told Powell I did not want to process these at this time because I did not trust Peter Doyle who was the audio division chief at that time and that I had heard he would be retiring and I would wait for him to retire at a later date. The wordings I used with Powell is that I cant keep running in to the helicopter wings (Doyle) and complaining when my head gets torn off. I was quite clear that I had enough of the audio division and Peter Doyle for awhile. This did not mean that I wouldn't go to the auction process after he retired. It is completely legal and within the rules to go to a fair and equitable auction for any reason, these did NOT have to be process during that June 2013 MX window and in fact around 70 some other translators were allowed to go to the auction.

Another reason I had declined this was the fact that I owed over 13,000 in past due regulatory fees and I also knew what Skinner was doing was illegal. I had already gotten cited by Doyle for attempting to



sell a permit that could have potentially gone to an auction process. I did not feel comfortable dealing with Peter Doyle and I felt at that time it was my human rights to not have to deal with him. Hopefully I will get to relay this soon to congress because changes need to be made. At this point in time I should have gone in and dismissed all 8 FM translator applications but I just didn't expect anyone at the CORES dept to actually let Skinner in this account. Realistically I should have never filed this to begin with and this should be an example for all female owned companies and minority owned companies that just by simply filing an application can led to a mess like this one. Do not file an application, buy a station or go to auction on anything FCC or broadcast related and you will be fine. Do NOT put yourself in this position.

Still Mr Skinner moved forward with this proposal, even without permission and some how a power of attorney with Powell's name and my name that was forged and dated June 1 2013. On June 2 2013, Skinner gained access to that account with the forged power of attorney and by doing this he blocked me, Amy Meredith the rightful owner out of that account. That same day Gene Wisnieski, who I have never communicated with, removed my original engineering and placed his own in to that account without my knowledge or my consent. Mr. Wisnieski also did NOT have my permission to be in that account. Once these were removed from the auction process I was told they could not be placed back in to the account. Later on gene Wisnieski tried to get theft charges against me for stealing his engineering. This is the problem with these third party processing companies and hopefully someday there will be a policy blocking third parties from interfering with applications.

Since this time another victim of the forced third party processing has come forward and that was Gus Bowman with D and G media who had an application for 105.1 in Twin Falls processed in his name without his permission as well. The application was paid for by Morgan Skinner as Treasury records show and then was re sold to Community Translator network for 1,500.00. There was never a monetary exchange to Bowman on for that or any amount. The agreement that was processed with the FCC on this transaction Bowman says was also forged and he never agreed for Skinner to process this station or agreed to sell it to him. When Skinner accesses a FRN account, he removes the real applicants name, address and phone number to his own address in St George UT and sometimes also includes his lawyer John Barlow and his address as well, this is so the FCC can not send information to the correct address.

The exact same situation happened to Perry Holmes with Wastecon Management who is also a victim of Skinner getting in to his FRN account in early 2015 and filing a fake transfer out of his account in to another company that Morgan Skinner owned. Perry Homes was lucky enough that he was able to get this transaction stopped but he was also sued by Barlow and Skinner and had some of the same legal obstacles that I faced.

Sometime in the fall of 2013, I found that 8 permits in my account had been processed after I declined the offer and this is backed up by the Federal Court order by Judge William Thurman. I tried to research this and could never get a call back from Mr Skinner. Mr Skinner told the audio division in an affidavit in 2014, that he had been in regular contact with me but in the court affidavits he admitted to never having communicated with me, ever. Nothing was done as far as perjuring himself to the FCC audio division and I have turned in both affidavits to the enforcement bureau as well.

During this point in time from 2013 to 2016, I knew that there had been a red light status on the account for many many years and that the debt had already been turned in to the department of treasury for collection. This posed a serious problem for the third party processor who called up Alan Schneider at the audio division and had the red light temporary changed to green, this was the PMCC permits



would be granted with a temporary green light, when realistically it was **red red red** and in collections. Small and minority broadcasters have lost their licenses for not paying regulatory fees and Morgan Skinner is able to get another companies red light removed.

Skinner was able to smooth talk Schneider in to changing the red light changed to green, so he could not only process these but get them granted and file a fake transfer in to the Community Translator name but the problem was that he could only get a fast grant on 5 of them, the other three had engineering issues and did not get a fast grant but this didn't slow Skinner down as he immediately filed a transfer in to the CTN name the day after they were granted in to the PMCC name. The other three posed a problem because by the time they were granted in 2016, Schneider had retired.

In March of 2014, shortly after stealing the first five FM permits out of their account, PMCC and Amy Meredith as well as Scott Powell, were sued by Mr. Skinner and Mr Barlow. The lawsuit asked that the original contract that included these three permits (Gulfport, Wickenburg and South Padre Island) that are part of the tolling be processed by CTN and Rockwell, and that PMCC could not interfere with the processing of the three remaining stations. The three permits were part of a forged agreement that Skinner had already processed and had on file and was approved by the FCC in March of 2014( **See FCC approved/transfer contract attachment and Power of attorney attachment**). The lawsuit is based on these two agreements that contain the three permits in this tolling and this is lawsuit is still active today.

It was surprising to me that the FCC approved a transfer of 5 permits, in March of 2014 when only 5 of them were actual permits and the other three were just applications. Although two weeks before the approval, an amendment was filed that removed the 3 permits that are part of this tolling and any right compensation for PMCC and once again, my name was forged. This was an obvious forgery because it had an October 2013 date on it, so it was most likely pulled from another contract. I would not have signed an agreement in March 2014 and signed it October 2013, that is complete insanity but it was accepted by the FCC audio division and Alan Schneider, once again approved the sale.

Both Skinner and Barlow signed court affidavits saying they did not place the amended March 2014contract( dated Nov 2013 and signed Oct 2013) through the PMCC FRN account with the FCC(**See amendment contract**). This amendment removed the three permits that are part of this tolling and gifted them 5 others to their non profit. They then blamed it on ex partner Scott Powell who testified live in court that he also did not place through this contract. I did not place the contract the FRN account either. Although Barlow consummated the deal about 2 weeks after this amended contract went through the FCC database.

This caused more problems on a legal level because CTN felt that the FCC had approved these on the original contract, which is also forged and altered, and that the three permits to their account but the problem was that they were only applications and there was no way for them to transfer them as applications. Then a second obstacle hit when Alan Schneider left and the sweetheart deal of removing PMCC red light status was gone and apparently Michael Wagner would not continue that deal and a letter went out to PMCC who was the technical owner of the application and maybe legal owner at that time, that these three permits were about to be dismissed.

PMCC was able to pay the regulatory fees on this account which totaled 13,400.00 in the first round and then another 3,700.00 and in late Jan 2016 they were granted but they were granted in to the PMCC name but also granted in to a bankruptcy account and under an automatic stay order. These fees had obviously been pending for a very long time. Later on the stay order was lifted and in 2019 they



were given back to PMCC but PMCC only had 16 months to build them and many of these months were during the pandemic. Even when PMCC builds these they are still subject to court litigation that is still pending in Washington Co Utah. There is a possibility, although very low in my opinion that the State Judge would side with Morgan Skinner on this deal but the reality is that a female from Texas is going to have to travel to Utah and its up to a jury to decide who the rightful owner of these permits will be at this juncture. I am not from that area, so I have no idea what to expect and there is no guarantees in court.

On Dec 2 2020, PMCC was denied the covid tolling and the statement that the lawsuits surrounding this matter have been settled or dismissed. This is not the case, two of the legal proceedings in this matter are still in existence. The very first lawsuit asking for the rights of these three permits in the PMCC name and subject to this tolling, is still in existence today. In this lawsuit it is asking for the three permits that are part of this tolling to be processed and turned over to CTN and Mr Skinner and his processing company Rockwell Media Services. This lawsuit is still ACTIVE as of today. In the recent tolling denial stated that they thought the lawsuits had been dismissed and I may not have been clear in that request that they have not been dismissed.

The lawsuit, **Morgan Skinner, Rockwell Media Services, Community Translator Network, John Barlow VS Amy Meredith, Scott Powell and Powell Meredith Communications Co. Complaint number-140500280**. This originally resulted in a default, which was over turned and since this time there has been hearings, and depositions, affidavits, requests for summary judgments and then a trial date was to be set when Mr Barlow placed CTN in to a bankruptcy status in December of 2015.

Once the bankruptcy was filed, the lawsuit in St George UT was placed on hold and will be finished once the bankruptcy is final. PMCC also has filed a counter suit against Mr Skinner and plans to pursue this as well. The lawsuit is far from being over, all though the audio division feels that it is over that doesn't make it over, it is still very much active.

In April 2016, CTN filed an adversarial lawsuit against PMCC asking for the three permits that are part of this tolling. This case was **2:16-AP-02073, Community Translator Network, VS Amy Meredith and Powell Meredith Communications Co.** This lawsuit was not dismissed until December 2019.

In June of 2017 CTN was thrown in to a bankruptcy liquidation and a court appointed Trustee was hired.

In June 2017 John Barlow sued trying to appeal that decision, **Community Translator Network and John Barlow VS the US Trustee, Powell Meredith Communication Co and Amy Meredith**, complaint number- 2:17-CV-00736. This case was decided in Feb 2018 and Barlow lost his rights to appeal.

One might think it should have been over at that point in time but it still wasn't. Two more lawsuits were fired up in Texas over the three permits that are part of the tolling here.

**Barlow Vs Meredith- John Barlow Vs Amy Meredith and Powell Meredith Communications Company- 1:17 CV-00188**, filed December 2017 in Abilene Texas Federal court and dismissed by Judge Sam Cummins in June 2018.



**Skinner Vs Meredith- Morgan Skinner VS Amy Meredith and Powell Meredith Communications, Company-1:17-CV-00187** filed December 2017 in Abilene Texas Federal court and dismissed by Judge Sam Cummins in June 2018.

In the request PMCC asked for at least three more months due to the fact that I had covid and tested positive on June 10 2020 in Texas and continued to test positive until August 8 2020. Are these tests sometimes faulty? Possibly but the risk I would have posed to the public would have been too great to build these, when the FCC could simply return those three months, or I could have knowingly gotten on to a plane to build these and infected thousands of people with an active case of covid. Can a covid case stay active for two months? Most definitely and many people are still contagious even being asymptomatic and that is why this disease has spread so fast and furious. Could I have paid someone else to build these? **No** because most of the country was on a lock down for one and because everything that I do with these permits will be under extreme scrutiny from the former objectors so I have to be present to make sure it is built correctly. There is no room for mistakes and since this is already in a legal proceeding, I am sure I'll have to reiterate all that to the judge sometime sooner than later.

In the tolling denial, the FCC claims that I didn't provide any proof of delay in equipment purchases. I have purchased some equipment and some I already have and I plan to build these myself and since it's hard to find someone to climb the tower since the LPTV displacement, I will have to climb the tower and hang the antenna myself, which is not a problem since with my other job I am rope and harness certified, and own my own rope and harness equipment but climbing a tower while having chest pains due to covid, would not be very safe.

Therefore due to the fact that the litigation is still active until the bankruptcy proceedings are complete, PMCC requests the three month back due to the covid infection and recovery time, in which I did donate plasma which made me tired and lethargic as did the covid. I do not feel I should be punished for that. I feel that I have been punished enough financially by this entire debacle that I did NOT create. These lawsuits have already cost me 68,000.00 just to defend myself and I have had to work extra hours and I wasn't able to help as much with my daughters college, as I had wanted. It shouldn't cost you 68,000 to be able to keep someone from forging your name and stealing your property.

I was minding my own business in Texas, when this third party processor came blasting in processing permits in my name and firing off lawsuit after lawsuit after lawsuit and I have been subject to endless threats of more lawsuits, incarceration and threats of losing other licenses, jobs and other resources. This entire deal has been beyond taxing for me then combined with a case of covid that nearly took my life and I am supposed to pop right back in to action and build these three stations, that is very difficult at this time and juncture but I have started and have purchased the equipment to continue with the building. All PMCC is asking for is to return the three months that the covid removed from my life.

Regards,



Amy Meredith

Powell Meredith Communications Company



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**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:** 04/20/2021  
**NCE Supplement Date:**  
**Tolling Code:**  
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**Disposed Date:** 01/29/2016  
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**Last Report Number:** 48663  
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**Call Sign:** W270CS  
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**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:** 04/20/2021  
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**Disposed Date:** 01/29/2016  
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for Plaintiffs

Washington County  
UT - lawsuit

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

## AGREEMENT

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THIS AGREEMENT ("Agreement") made and entered into as of this 1st day of July 2013, by and between **POWELL MEREDITH COMMUNICATIONS COMPANY**, a Texas company in good standing herein after ("POWELL-MEREDITH") and **ROCKWELL MEDIA SERVICES, LLC**, a Utah company in good standing herein after ("ROCKWELL").

WHEREAS, Powell-Meredith and Rockwell agree that Rockwell shall pay the cost of prosecuting the FM Translator MX applications in Exhibit "A" by filing a technical resolutions where possible or negotiating a settlement in which Rockwell and Powell-Meredith agree to share 60-40, the net proceeds, (sixty-percent (60%) to Powell-Meredith and forty-percent (40%) to Rockwell. Net-proceeds shall be defined as the gross-sales price minus the cost of technical and legal services which shall be limited to \$2,500 per application plus an additional FCC filing fee of \$730.00 per application. *Example: Gross sale or settlement of \$10,000 minus \$2,500 plus \$730 = \$3230: Net proceeds = \$6770 of which Powell-Meredith would receive \$4062 and Rockwell \$3000.*

TERMS AND CONDITIONS: The parties agree that Rockwell shall be the exclusive representative of Powell-Meredith authorized to perform or have performed all technical, legal and marketing services associated with the FCC FM translator applications in Exhibit "A" including filing of technical resolutions and/or negotiated settlements with the applications and the subsequent sale of the surviving applications which become FCC Construction Permits derived from the applications in Exhibit "A" subject to the following conditions.

1. Powell-Meredith agrees to provide the original FM translator application CDBS account number & password including the associated FRN & password.
2. Powell-Meredith agrees that Scott Powell shall be the designated and sole representative of Powell-Meredith to Rockwell in any determinations required of Powell-Meredith in connection with this Agreement and Powell-Meredith collectively and individually agree to hold Rockwell harmless for any action performed in good faith in behalf of Powell-Meredith relating to the prosecution and marketing of the translator applications and/or construction permits in Exhibit "A".
3. Powell-Meredith hereby grants conditional power-of-attorney to Rockwell to act in behalf of Powell-Meredith with respect to all FCC matters and subsequent sale of the translators in Exhibit "A".
4. Rockwell agrees to provide Powell-Meredith quarterly updates of the progress in the FCC transactional processing and sales effort by e-mail or surface mail as mutually determined by either party the addresses in the Agreement, or as maybe modified from time to time in writing.
5. Powell-Meredith and Rockwell agree that the terms and conditions of this Agreement are exclusive and confidential and shall not be disclosed to any third-party except as may be mutually agreed or required by law.

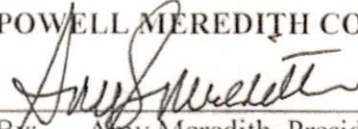


6. Powell-Meredith agrees to promptly refer all third-party inquiries of the FM translator facilities contained in Exhibit "A" to Rockwell.

**THIS AGREEMENT** represents the entire agreement of parties and supersedes any prior agreement whether in writing or otherwise. This Agreement may be amended only in writing by an instrument signed by both parties. This Agreement shall be construed and enforced under the laws of the State of Utah and may be executed in counterparts. The undersigned represent and warrant that, respectively, they have authority to sign this Agreement and to legally bind themselves and respective entities to perform all of the terms hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused the Agreement to be signed and executed by their proper officers and/or individuals duly authorized as of the day and year first written above.

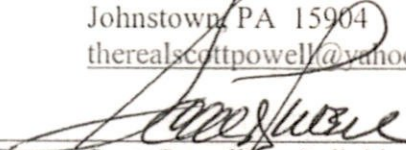
**POWELL MEREDITH COMMUNICATIONS COMPANY**

  
By: Amy Meredith, President  
5308 Knox Drive  
The Colony, TX 75056  
[amymeredithradiolane@gmail.com](mailto:amymeredithradiolane@gmail.com)

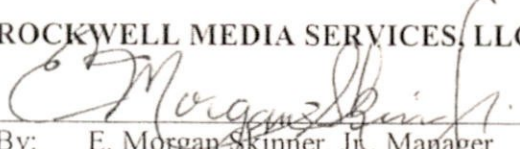
(Forged)

  
Amy Meredith, an Individual & Shareholder

By: Scott Powell, Vice President  
1742 Regal Drive  
Johnstown, PA 15904  
[therealscotpowell@yahoo.com](mailto:therealscotpowell@yahoo.com)

  
By: Scott Powell, an Individual & Shareholder

**ROCKWELL MEDIA SERVICES, LLC**

  
By: E. Morgan Skinner, Jr., Manager  
158 West 1600 South, Suite 200  
P.O. Box 1194  
St. George, Utah 84771  
[morgan@rockwellmedia.net](mailto:morgan@rockwellmedia.net)

## EXHIBIT "A"

### FM Translator Auction 83 MX Auction List applications

Cheyenne, WY - Channel 224 (92.7MHz), Facility No. 143430, File No. BNPFT-20030317ASW

X Gulfport, MS - Channel 268 (101.5MHz), Facility No. 142760, File No. BNPFT-20030317ATJ

Logan, UT - Channel 229 (93.7MHz), Facility No. 143532, File No. BNPFT-20030317ASN

Needles, CA - Channel 262 (100.3MHz), Facility No. 142491, File No. BNPFT-20030317ARL

Roseburg, OR - Channel 292 (106.3MHz), Facility No. 142743, File No. BNPFT-20030317AUG

Ruidoso, NM - Channel 285 (104.9MHz), Facility No. 142745, File No. BNPFT-20030317AUD

X South Padre Island, TX - Channel 288 (105.5MHz), Facility No. 142717, File No. BNPFT-20030317AUN

X Wickenburg, AZ - Channel 224 (92.7MHz), Facility No. 143311, File No. BNPFT-20030317ATD



FCC approved (transfer)  
contract

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 22nd day of October 2013 by and between Powell-Meredith Communications Company, a Texas company in good standing and Scott Powell and Amy Meredith collectively hereinafter ("PMCC") and Community Translator Network, LLC a subsidiary of Rockwell Education Foundation, Inc., a Utah non-profit corporation in good standing hereafter ("CTN").

### Recitals

**WHEREAS**, Powell-Meredith Communications has before the Federal Communications Commission applications for FM translator Construction Permits as described in Exhibit "A";

**WHEREAS**, CNT desires to acquire the FM Translator Construction Permits upon grant by the FCC; and

**WHEREAS**, FCC approval is required for the proposed transaction contemplated hereunder.

### Agreement

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment. Subject to the terms and conditions outlined herein, PMCC agrees to sell and CTN agrees to buy the Construction Permits ("CPs") for the new FM Translator stations as described in Exhibit "A", as follows:
2. Consideration. The Purchase Price for the CP's is as described in Exhibit "A" attached hereto.
3. Deposit. Concurrently with the execution of this Agreement, PMCC acknowledges the payment of the Deposit as described in Exhibit "A"
4. Assignment Application. It is specifically understood and agreed that the consummation of this Agreement is subject to the consent of the FCC without conditions materially adverse to PMCC or CTN. Upon the execution of this Agreement, the parties shall proceed to prepare and file FCC Form 345 (the "Assignment Application") with the FCC for approval and prosecute said Assignment Application with diligence. PMCC and CTN agree to cooperate with each other and use their best efforts to obtain the requisite

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consent and approval promptly and carry out the provisions of this Agreement. CTN agrees to be responsible for the FCC fees associated with this transaction.

5. Closing. CTN agrees abide by the services agreement dated July 1, 2013 less the Deposit by CTN referenced in Paragraph (a) following the FCC grant (the "Order") approving the assignment from PMCC to CTN or when the grant becomes a "Final Order"; and provided further, that the parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to CTN or PMCC; or (2) the conditions precedent to Closing have not been satisfied or waived. For purposes of this Agreement, the term "Final Order" shall mean a final order of the Commission which is not reversed, stayed, enjoined or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending, and the time for filing any such request, petition or notice of appeal or for review by the Commission, and for any reconsideration, stay or setting aside by the Commission on its own motion or initiative, has expired. Upon Closing, PMCC agrees to provide to CTN an instrument of conveyance suitable to CNT upon Closing.

6. Broker. The PMCC and CTN acknowledge and agree that there is no broker involved in this transaction.

7. Exclusivity and Confidentiality. PMCC agrees that from the date hereof that it will not seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the broadcast authorizations. And further, PMCC and CTN agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the FCC rules.

8. FCC Qualifications. CTN represents warrants and covenants that it is qualified to be a licensee and hold the FCC authorizations which are the subject of this Agreement.

9. Transfer Fees and Taxes. CTN shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments and the FCC fees associated with prosecution of the Assignment Application.

10. Section 73.1150 Statement. Pursuant to FCC Rule 73.1150, PMCC has retained no right of reversion of the permits covered in this Agreement as described in Exhibit "A". There is no right to reassignment of the permits in the future, and PMCC has not reserved the right to use the facilities in the future for any reason whatsoever.

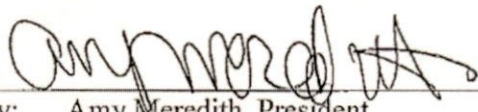
11. Miscellaneous. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof and supersedes any prior Agreement with respect thereto whether it in writing or otherwise. This Agreement may be amended only



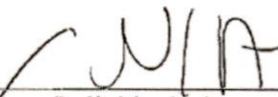
in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Utah with venue for any action brought to enforce this Agreement to be exclusively in the federal or state courts located in the State of Utah, Washington County. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**POWELL MEREDITH COMMUNICATIONS - "PMCC"**

 11/21/13  
By: Amy Meredith, President  
5308 Knox Drive  
The Colony, TX 75056  
[amymeredithradiolane@gmail.com](mailto:amymeredithradiolane@gmail.com)

\_\_\_\_\_  
Amy Meredith, an Individual

  
By: Scott Powell, an Individual  
1742 Regal Drive  
Johnstown, PA 15904  
[therealscottpowell@yahoo.com](mailto:therealscottpowell@yahoo.com)

**COMMUNITY TRANSLATOR NETWORK - "CTN"**

\_\_\_\_\_  
By: John Christian Barlow, Trustee  
321 Mall Drive R290  
St. George, UT 84790  
[JCB@JohnChristianBarlow.com](mailto:JCB@JohnChristianBarlow.com)



in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Utah with venue for any action brought to enforce this Agreement to be exclusively in the federal or state courts located in the State of Utah, Washington County. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

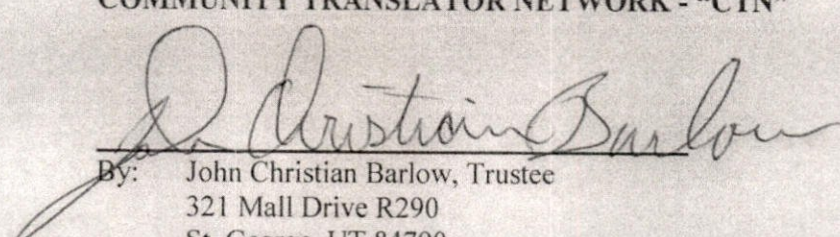
**POWELL MEREDITH COMMUNICATIONS - "PMCC"**

By: Amy Meredith, President  
5308 Knox Drive  
The Colony, TX 75056  
[amymeredithradiolane@gmail.com](mailto:amymeredithradiolane@gmail.com)

Amy Meredith, an Individual

By: Scott Powell, an Individual  
1742 Regal Drive  
Johnstown, PA 15904  
[therealscotpowell@yahoo.com](mailto:therealscotpowell@yahoo.com)

**COMMUNITY TRANSLATOR NETWORK - "CTN"**

  
By: John Christian Barlow, Trustee  
321 Mall Drive R290  
St. George, UT 84790  
[JCB@JohnChristianBarlow.com](mailto:JCB@JohnChristianBarlow.com)



**EXHIBIT "A"**

**FM Translator Application**

Location, Facility ID Number	Total	Deposit	At Closing	Status
X Wickenburg, AZ Channel 224 (FIN: 143311)	\$2,500	\$2,500	\$0	Construction Permit BNPFT-20130827AEC
Needles, CA, Channel 262 (FIN: 142491)	\$2,500	\$2,500	\$0	Construction Permit BNPFT-20130826AHU
X Gulfport, MS, Channel 268 (FIN: 142760)	\$2,500	\$2,500	\$0	Pending Application BNPFT-20030317ATJ
Roseburg, OR, Channel 292 (FIN: 142743)	\$2,500	\$2,500	\$0	Construction Permit BNPFT-20130826AHC
Ruidoso, NM, Channel 285 (FIN: 142745)	\$2,500	\$2,500	\$0	Construction Permit BNPFT-20130826ADU
X South Padre Island, TX, Channel 287 (FIN: 142717)	\$2,500	\$2,500	\$0	Construction Permit BNPFT-20130826AGH
Logan, UT, Channel 229 (FIN: 143532)	\$2,500	\$2,500	\$0	Construction Permit BNPFT-20130827AAU
Cheyenne, WY, Channel 287 (FIN: 143430)	\$2,500	\$2,500	\$0	Construction Permit BNPFT-20130826AHJ

Am

*Amendment  
Contract - Fergy*  
ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of the 10th day of November 2013 by and between Powell-Meredith Communications Company, a Texas company in good standing and Scott Powell and Amy Meredith collectively hereinafter ("PMCC") and Community Translator Network, LLC a subsidiary of Rockwell Education Foundation, Inc., a Utah non-profit corporation in good standing hereafter ("CTN").

#### Recitals

**WHEREAS**, Powell-Meredith Communications has before the Federal Communications Commission applications for FM translator Construction Permits as described in Exhibit "A";

**WHEREAS**, CNT desires to acquire the FM Translator Construction Permits upon grant by the FCC; and

**WHEREAS**, FCC approval is required for the proposed transaction contemplated hereunder.

#### Agreement

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment. Subject to the terms and conditions outlined herein, PMCC agrees to sell and CTN agrees to buy the Construction Permits ("CPs") for the new FM Translator stations as described in Exhibit "A", as follows:
2. Consideration. The Purchase Price for the CP's is as described in Exhibit "A" attached hereto.
3. Deposit. Concurrently with the execution of this Agreement, PMCC acknowledges the payment of the Deposit as described in Exhibit "A"
4. Assignment Application. It is specifically understood and agreed that the consummation of this Agreement is subject to the consent of the FCC without conditions materially adverse to PMCC or CTN. Upon the execution of this Agreement, the parties shall proceed to prepare and file FCC Form 345 (the "Assignment Application") with the FCC for approval and prosecute said Assignment Application with diligence. PMCC and CTN agree to cooperate with each other and use their best efforts to obtain the requisite



consent and approval promptly and carry out the provisions of this Agreement. CTN agrees to be responsible for the FCC fees associated with this transaction.

5. Closing. CTN agrees abide by the services agreement dated July 1, 2013 less the Deposit by CTN referenced in Paragraph (a) following the FCC grant (the "Order") approving the assignment from PMCC to CTN or when the grant becomes a "Final Order"; and provided further, that the parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to CTN or PMCC; or (2) the conditions precedent to Closing have not been satisfied or waived. For purposes of this Agreement, the term "Final Order" shall mean a final order of the Commission which is not reversed, stayed, enjoined or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing or notice of appeal or determination to reconsider or review is pending, and the time for filing any such request, petition or notice of appeal or for review by the Commission, and for any reconsideration, stay or setting aside by the Commission on its own motion or initiative, has expired. Upon Closing, PMCC agrees to provide to CTN an instrument of conveyance suitable to CNT upon Closing.

6. Broker. The PMCC and CTN acknowledge and agree that there is no broker involved in this transaction.

7. Exclusivity and Confidentiality. PMCC agrees that from the date hereof that it will not seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the broadcast authorizations. And further, PMCC and CTN agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the FCC rules.

8. FCC Qualifications. CTN represents warrants and covenants that it is qualified to be a licensee and hold the FCC authorizations which are the subject of this Agreement.

9. Transfer Fees and Taxes. CTN shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments and the FCC fees associated with prosecution of the Assignment Application.


10. Section 73.1150 Statement. Pursuant to FCC Rule 73.1150, PMCC has retained no right of reversion of the permits covered in this Agreement as described in Exhibit "A". There is no right to reassignment of the permits in the future, and PMCC has not reserved the right to use the facilities in the future for any reason whatsoever.

11. Miscellaneous. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof and supersedes any prior Agreement with respect thereto whether it in writing or otherwise. This Agreement may be amended only

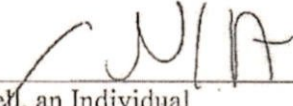
in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Utah with venue for any action brought to enforce this Agreement to be exclusively in the federal or state courts located in the State of Utah, Washington County. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**POWELL MEREDITH COMMUNICATIONS - "PMCC"**

 11/21/13  
By: Amy Meredith, President  
5308 Knox Drive  
The Colony, TX 75056  
[amymeredithradiolane@gmail.com](mailto:amymeredithradiolane@gmail.com)

\_\_\_\_\_  
Amy Meredith, an Individual

  
By: Scott Powell, an Individual  
1742 Regal Drive  
Johnstown, PA 15904  
[therealscottpowell@yahoo.com](mailto:therealscottpowell@yahoo.com)

**COMMUNITY TRANSLATOR NETWORK - "CTN"**

\_\_\_\_\_  
By: John Christian Barlow, Trustee  
321 Mall Drive R290  
St. George, UT 84790  
[JCB@JohnChristianBarlow.com](mailto:JCB@JohnChristianBarlow.com)



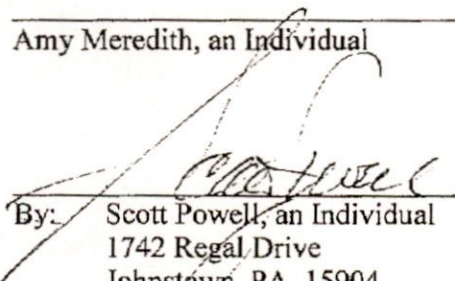
in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Utah with venue for any action brought to enforce this Agreement to be exclusively in the federal or state courts located in the State of Utah, Washington County. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

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**POWELL MEREDITH COMMUNICATIONS - "PMCC"**

By: Amy Meredith, President  
5308 Knox Drive  
The Colony, TX 75056  
[amymeredith@radicalone.com](mailto:amymeredith@radicalone.com)

Amy Meredith, an Individual

By:  Scott Powell, an Individual  
1742 Regal Drive  
Johnstown, PA 15904  
[therealscotpowell@yahoo.com](mailto:therealscotpowell@yahoo.com)

**COMMUNITY TRANSLATOR NETWORK - "CTN"**

By: John Christian Barlow, Trustee  
321 Mall Drive R290  
St. George, UT 84790  
[JCB@JohnChristianBarlow.com](mailto:JCB@JohnChristianBarlow.com)



in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Utah with venue for any action brought to enforce this Agreement to be exclusively in the federal or state courts located in the State of Utah, Washington County. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective companies to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

**POWELL MEREDITH COMMUNICATIONS - "PMCC"**

By: Amy Meredith, President  
5308 Knox Drive  
The Colony, TX 75056  
[amvmereedithradiolane@gmail.com](mailto:amvmereedithradiolane@gmail.com)

Amy Meredith, an Individual

By: Scott Powell, an Individual  
1742 Regal Drive  
Johnstown, PA 15904  
[therealscottpowell@yahoo.com](mailto:therealscottpowell@yahoo.com)


**COMMUNITY TRANSLATOR NETWORK - "CTN"**

  
By: John Christian Barlow, Trustee  
321 Mall Drive R290  
St. George, UT 84790  
[JCB@JohnChristianBarlow.com](mailto:JCB@JohnChristianBarlow.com)



**EXHIBIT "A"**

**FM Translator Application**



<b>Location, Facility ID Number</b>	<b>Total</b>	<b>Deposit</b>	<b>At Closing</b>	<b>Status</b>
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