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Wednesday, October 14, 2015

Received & Inspected

OCT 23 2015

FCC Mail Room

Marlene H. Dortch, Secretary
Federal Communication Commission
445 12th Street, SW, RM TW-A325
Washington, DC 20554
ATT: William T. Lake - William.Lake@fcc.gov

RE: Opposition to Powell Meredith Communications Company/Amy Meredith's Petition to Deny the sale of FM Translator K283CB FM, Ruidoso NM (Facility No. 142745), FCC File Number BAPFT 20150914AAB from Community Translator Network, LLC to Adriana Aguirre.

Dear Ms. Dortch,

Counsel for Community Translator Network, LLC ("CTN") files its Opposition to the Petition to Deny the sale of FM Translator K283CB, Ruidoso NM (Facility No. 142745), FCC File Number BAPFT 20150914AAB from CTN to Adriana Aguirre ("Aguirre") submitted by Powell Meredith Communications Company/Amy Meredith and Noticed by the Commission on September 22, 2015.

Petitioner Amy Meredith ("Meredith") and Powell Meredith Communications ("PMCC") are once again attempting to persuade the FCC that she, Amy Meredith, has been unwittingly taken advantage of. PMCC/Meredith's Petition to Deny originates from Petitions concerning the Assignment agreement for eight Construction Permits to CTN, FCC File Number BAPFT-20140113ABD.

PMCC/Meredith has no standing to submit this Petition to Deny. Neither PMCC nor Meredith is harmed by this transaction. According to the well know doctrine of standing, articulated brilliantly by Associate Justice Scalia in Lujan v. Defenders of Wildlife (1992), Justice Scalia states: "The irreducible constitutional minimum of standing contains three elements: First, the plaintiff must have suffered an 'injury in fact'—an invasion of a legally protected interest which is (a) concrete and particularized, and (b) actual or imminent, not conjectural or hypothetical. Second, there must be a causal connection between the injury and the conduct complained of—the injury has to be 'fairly . . . trace[able]' to the challenged action of the defendant, and not . . . the result of the independent action of some third party not before the court." Third, it must be likely, as opposed to merely speculative, that the injury will be redressed by a favorable decision." See 504 U.S. 555.

PMCC/Meredith's harms are not even "merely speculative". PMCC/Meredith sold and authorized the transfer of Ruidoso to CTN. In what way is PMCC/Meredith harmed if CTN transfers Ruidoso to another Person? PMCC/Meredith has not and cannot state that there is interference or that the transfer will not be in the best interest of the public.

PMCC/Meredith cannot claim that there is a connection with the transfer of Ruidoso. At one time PMCC owned Ruidoso, but PMCC/Meredith authorized the assignment of Ruidoso to CTN who now has the authority and constitutional right to assign Ruidoso to an acceptable transferee subject to FCC approval. PMCC/Meredith claims that they are harmed by CTN; however, PMCC/Meredith's injury is not traceable in the transfer of Ruidoso from CTN to Aguirre.

Finally, a denial of the transfer of Ruidoso from CTN to Aguirre will not offer any redress to PMCC/Meredith. PMCC/Meredith has failed to explain how her claims will be remedied by the Commission's denial of the transfer of Ruidoso.

Therefore, solely on the *doctrine of standing* PMCC/Meredith' Petition to Deny should be dismissed. Addressing the lack of merit of the claims, PMCC/Meredith fails to cite any intelligible reason why the assignment should be denied.

Meredith continues to use the latitude the FCC has given her to take advantage of the less exacting standards of the FCC. Whereas, the standards of the State of Utah Fifth District Court has caused Meredith to be caught in her perpetration of untruthful statements to the FCC.

PMCC/Meredith claims that she is being taken advantage of and is therefore harmed in some abstract way because Meredith is a divorced woman. However, Meredith fails to cite the fact that she is a sophisticated and experienced woman in broadcast transactions capable of entering into agreements and reading contracts and understanding their meaning.

Meredith claims that her ex-husband Scott Powell has violated their divorce decree. So what? Since when has the FCC mediated divorce decrees? That is a matter that she should take up in a Divorce Court.

The crux of the PMCC/Meredith Petition to Deny is a claim that she did not authorize the transfer of Ruidoso from PMCC to CTN. **This is a blatant false statement. In her Petition to Deny, Meredith submits multiple untruthful statements.** As such, she should be sanctioned by the FCC for her misconduct. The provisions that require Meredith to be truthful in her statements to the FCC are found in 47 CFR §1.17.

Meredith states that she did not authorize the transfer of any construction permits from PMCC to CTN. However, her deposition testimony is very different and enlightening. It states and shows that she is lying to the FCC. During a Deposition held on June 10, 2015 Meredith admitted that she had signed the Assignment Agreement that in the Petition to Deny Meredith claims she didn't sign. Meredith's testimony is stated below:

7 Q. Do you recognize this document?
8 A. Okay. Exhibit 2?
9 Q. Exhibit 3.
10 A. Notice of deposition?
11 Q. No, Exhibit 3.
12 A. Sorry.
13 Q. In the list -- in the exhibits that I sent
14 you.
15 A. Okay. It says assignment agreement --
16 Q. Yes. Do you recognize this document?
17 A. -- on the top?
18 Q. Yes.
19 A. Yes.
20 Q. Do you recognize this document?
21 A. I have seen this document before.
22 Q. On the bottom of the first page, is that
23 your initial?
24 A. Yes.
25 Q. And on the second page, is that your
1 initial?
2 A. Yes.
3 Q. And on the third page, is that your
4 signature?
5 A. Yes.
6 Q. And then on the fourth page --
7 A. Although, I --
8 Q. And then on the fourth page of this, is
9 that's your initial?
10 A. Nope. There's no initial. You added that
11 in.
12 Q. Is that your initial on the fourth page?
13 A. No. It's your signature, Don Christian
14 Barlow.
15 Q. No, I'm sorry --
16 A. You guys obviously forged it.
17 Q. -- go to Page 4 -- go to Page 4, Page
18 No. 4.
19 A. That is my initial.
20 Q. That's your initial. Okay.
21 A. Yes.
22 Q. Okay. All right. Let's clarify this.
23 On Page 4, Exhibit A, you stated that
24 that's your initial, correct?
25 A. Exhibit A, FM translator application, that
1 is my initial.
2 Q. All right. There's a list. It says

3 location, facility ID number. Will you read that
4 list? Just go straight down that first column.
5 A. Sorry, let get my glasses out. Sorry.
6 Wickenburg, Needles, Gulfport, Roseburg, Ruidoso,
7 South Padre, Logan, and Cheyenne.
See Meredith Deposition 21:7-23:7.

Attached herewith is Exhibit 3 of the deposition transcript, and is the Assignment Agreement that Meredith continues to complain to the FCC she never signed. However, in the Deposition she reluctantly admitted that she had signed the Assignment Agreement and authorized the FCC Assignment Application, File Number BAPFT-20140113ABD.

Meredith's Petition to Deny also states that various parties, Mr. Barlow, Mr. Skinner, and Mr. Powell orchestrated a way to 'hack' into the FCC data base and make filings in her name that she didn't authorize. Meredith, again, submits untruthful statements to the Commission in the Petition.

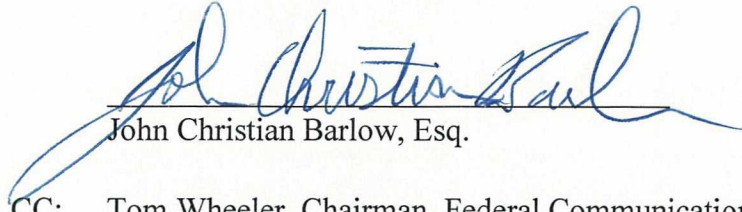
In the Deposition, Meredith admitted to giving Mr. Skinner the authorization and information needed to make filing from the PMCC FRN account. The pertinent parts of her testimony regarding access to the PMCC account are as follows:

14 Q. Okay, that's fine.
15 Let's go to Exhibit No. 11.
16 A. 11. Meredith confirmed password PDF?
17 Q. What is the subject line in that?
18 A. Re, translator.
19 Q. And who is this e-mail from?
20 A. Me, Amy Meredith.
21 Q. What is the date?
22 A. 1-15, 2014.
23 Q. Who is this e-mail to?
24 A. Attorney John Christian Barlow.
25 Q. Will you please read the first highlighted
1 sentence?
2 A. It also should have been filed from my FRN
3 account which Morgan had access to, which I gave him
4 the account codes, which he changed after I asked him
5 not to do so.
See Meredith Deposition 26:14-27:5

The Commission has no reason to deny the transfer of Ruidoso from CTN to Aguirre. Even assuming that Meredith prevails in State Court, her claims would be awarded monetary damages, and therefore the transfer of Ruidoso remains uninhibited.

For the reasons stated above, CTN requests that the FCC dismiss Meredith's Petition to Deny, and grant the transfer of FM Translator K283CB, Ruidoso NM (Facility No. 142745), FCC File Number BAPFT 20150914AAB from CTN to Adriana Aguirre ("Aguirre").

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "John Christian Barlow", is written over a horizontal line.

John Christian Barlow, Esq.

CC: Tom Wheeler, Chairman, Federal Communications Commission
William T. Lake, Chief, Mass Media Bureau
Peter H. Doyle, Chief, Audio Division, Mass Media Bureau
Amy Meredith, Powell Meredith Communications Company

Encl: Deposition, Assignment Agreement


Certificate of Service

I, John Christian Barlow, do hereby certify that a true and correct copy of the foregoing Opposition to Amy Meredith's Petition to Deny was sent via U. S. Postal Service First Class Mail on this 12th day of October 2015 to the following:

Amy Meredith, President
Powell Meredith Communications Company
5308 Knox Drive
The Colony, Texas 75056

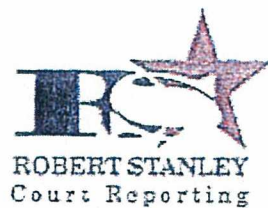
Adriana Aguirre
2118 South Del Valle Way
Yuma, Arizona 85364

/s/ John Christian Barlow



In The Matter Of:
E. Morgan Skinner, Jr., et al. v.
Amy Meredith, et al.

Deposition of Amy Meredith
June 10, 2015



ROBERT STANLEY, RPR, CSR
192 East 200 North, Suite 203
St. George, Utah 84770
Office: (435) 688-7844
Toll Free: (866) 689-7844
rstanleyrpr@man.com

IN THE FIFTH JUDICIAL DISTRICT COURT
FOR THE STATE OF UTAH, WASHINGTON COUNTY
SAINT GEORGE DIVISION

--00000000--

E. MORGAN SKINNER, JR., an)	
Individual; ROCKWELL MEDIA)	
SERVICES, LLC, a Utah Company;)	Case No. 140500250
JOHN CHRISTIAN BARLOW, an)	Judge: Jeffrey C.
Individual; COMMUNITY)	Wilcox
TRANSLATOR NETWORK, LLC, a Utah)	
Company,)	30(b)(6) for

Plaintiffs,)	Powell-Meredith
)	Communication Co.,

vs.)	Deposition of:
)	

AMY MEREDITH, an individual;)	AMY MEREDITH
SCOTT POWELL, an individual;)	
POWELL-MEREDITH COMMUNICATION)	
COMPANY, a Texas company with)	
forfeited existence,)	
)	

Defendants.)	
)	

The 30(b)(6) for Powell-Meredith Communication Co., deposition of AMY MEREDITH, a witness in the above-entitled cause, taken at the instance of the Plaintiffs, at the law offices of John Christian Barlow, 321 North Mall Drive, suite R290, St. George, Utah, on Wednesday, June 10, 2015, at the hour of 1:28 p.m., before Robert D. Stanley, Certified Shorthand Reporter, Registered Professional Reporter, in and for the State of Utah and Nevada

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1 APPEARANCES:

2 For the Plaintiffs: JOHN CHRISTIAN BARLOW, ESQ.
3 Attorney at Law
321 North Mall Drive
4 Suite R290
St. George, Utah 84790
5 (435) 634-1200

6 For the Defendants: BRYAN J. PACK, ESQ.
7 (Telephonically) Pack Graff, PLLC
1060 South Main Street
Suite 301b
8 St. George, Utah 84770
9 (435) 773-6311

10 Also Present: Morgan Skinner

11 * * * * *

12 I N D E X

13 AMY MEREDITH	PAGE
14 EXAMINATION BY MR. BARLOW	4
15 EXAMINATION BY MR. PACK	55
16 EXAMINATION BY MR. BARLOW	63

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1 Q. Because my fear is that you will go in and

2 process them and cause me more trouble.

3 Q. All right. Assignment to Exhibit 3, which

4 is a copy of the assignment agreement.

5 Exhibit 3 in the list that I sent you as Exhibit 2 to

6 the complaint.

7 Do you recognize this document?

8 A. Okay. Exhibit 2?

9 Q. Exhibit 3.

10 A. Notice of deposition?

11 Q. No, Exhibit 3.

12 A. Sorry.

13 Q. In the list -- in the exhibits that I sent
14 you.

15 A. Okay. It says assignment agreement --

16 Q. Yes. Do you recognize this document?

17 A. -- on the top?

18 Q. Yes.

19 A. Yes.

20 Q. Do you recognize this document?

21 A. I have seen this document before.

22 Q. On the bottom of the first page, is that
23 your initial?

24 A. Yes.

25 Q. And on the second page, is that your

1 initial?

2 A. Yes.

3 Q. And on the third page, is that your
4 signature?

5 A. Yes.

6 Q. And then on the fourth page --

7 A. Although, I --

8 Q. And then on the fourth page of this, is
9 that your initial?

10 A. Nope. There's no initial. You added that
11 in.

12 Q. Is that your initial on the fourth page?

13 A. No. It's your signature, Don Christian
14 Barlow.

15 Q. No, I'm sorry --

16 A. You guys obviously forged it.

17 Q. -- go to Page 4 -- go to Page 4, Page
18 No. 4.

19 A. That is my initial.

20 Q. That's your initial. Okay.

21 A. Yes.

22 Q. Okay. All right. Let's clarify this.

23 On Page 4, Exhibit A, you stated that
24 that's your initial, correct?

25 A. Exhibit A, FM translator application, that

1 is my initial.

2 Q. All right. There's a list. It says
3 location, facility ID number. Will you read that
4 list? Just go straight down that first column.

5 A. Sorry, let get my glasses out. Sorry.
6 Wickenburg, Needles, Gulfport, Rosenberg, Ruidoso,
7 South Padre, Logan, and Cheyenne.

8 Q. Okay. So you're saying that the
9 information that was in the first column of
10 the list was the same as the information that was
11 in the second column of the list?
12 A. Yes. That's correct.
13 Q. And you're saying that the information that was
14 in the third column of the list was the same as the
15 information that was in the fourth column of the list?
16 A. Yes. That's correct.
17 Q. And you're saying that the information that was
18 in the fifth column of the list was the same as the
19 information that was in the sixth column of the list?
20 A. Yes. That's correct.
21 Q. And you're saying that the information that was
22 in the seventh column of the list was the same as the
23 information that was in the eighth column of the list?
24 A. Yes. That's correct.
25 Q. And you're saying that the information that was
26 in the ninth column of the list was the same as the
27 information that was in the tenth column of the list?

1 [REDACTED] Please, don't let the [REDACTED] don't reset.
 2 please.
 3 [REDACTED] [REDACTED] from [REDACTED] Scott [REDACTED]
 4 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 5 [REDACTED] MR. PACK: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 6 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 7 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 8 [REDACTED] [REDACTED]
 9 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 10 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 11 [REDACTED] [REDACTED] [REDACTED]
 12 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 13 [REDACTED] [REDACTED]

14 Q. Okay, that's fine.
 15 Let's go to Exhibit No. 11.
 16 A. 11. Meredith confirmed password PDF?
 17 Q. What is the subject line in that?
 18 A. Re, translator.
 19 Q. And who is this e-mail from?
 20 A. Me, Amy Meredith.
 21 Q. What is the date?
 22 A. 1-15, 2014.
 23 Q. Who is this e-mail to?
 24 A. Attorney John Christian Barlow.
 25 Q. Will you please read the first highlighted

1 sentence?

2 A. It also should have been filed from my FRN
3 account which Morgan had access to, which I gave him
4 the account codes, which he changed after I asked him
5 not to do so.

6 Q. The letter is for that person, right?

7 A. Yes, that's correct, that's correct.

8 Q. And you said that you didn't have access to that account?

9 A. Yes, that's correct, that's correct.

10 Q. And you didn't have access to that account?

11 A. Yes, that's correct, that's correct.

12 Q. And you didn't have access to that account?

13 A. Yes, that's correct, that's correct.

14 Q. And you didn't have access to that account?

15 A. Yes, that's correct, that's correct.

16 Q. And you didn't have access to that account?

17 A. Yes, that's correct, that's correct.

18 Q. What is the date?

19 A. The date is...

20 Q. From who?

21 A. From the person who...

22 Q. No, from?

23 A. Oh, from any location.

24 Q. What is the date?

25 A. 3-20-2014.

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



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

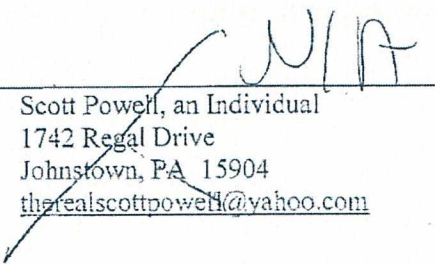
in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of the State of Utah with venue for any action brought to enforce this Agreement to be exclusively in the federal or state courts located in the State of Utah, Washington County. This 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
amvmereedithradiolane@gmail.com

Amy Meredith, an Individual


By: Scott Powell, an Individual
1742 Regal Drive
Johnstown, PA 15904
therealscottpowell@yahoo.com

COMMUNITY TRANSLATOR NETWORK - "CTN"

By: John Christian Barlow, Trustee
321 Mall Drive R290
St. George, UT 84790
ICB@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

Amy Meredith, an Individual

By: Scott Powell, an Individual
1742 Regal Drive
Johnstown, PA 15904
therealscottpowell@yahoo.com

COMMUNITY TRANSLATOR NETWORK - "CTN"


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

EXHIBIT "A"

FM Translator Application

Location, Facility ID Number	Total	Deposit	At Closing	Status
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
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
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