

# BOOTH, FRERET & IMLAY, LLC

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April 6, 2016

Via e-mail only

[Jerome.Manarchuck@fcc.gov](mailto:Jerome.Manarchuck@fcc.gov)

Jerome J. Maranchuck  
Audio Division, Media Bureau  
Federal Communications Commission  
445-12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

RE: Claro Communications, Ltd.; KKLf(AM), Richardson, TX  
Facility ID Number 86684; Construction Permit BP-20140515ABQ;  
License Application BL-20051020AGU; Response to Blanketing  
Interference Complaint.

Greetings Mr. Maranchuck:

On behalf of our client, Claro Communications, Ltd. (Claro), the licensee of AM Broadcast Station KKLf, Richardson, Texas, this letter is in response to your March 8, 2016 letter to Claro asking for a response to allegations by individuals who reside near the transmitter site of KKLf of blanketing interference to home electronic equipment. We have reviewed the complaint that you cited in your letter, and we have conferred with our client with respect to the steps that Claro and its field engineer, Mr. Gary Graham, have taken to investigate and remedy the alleged interference. We have the following response to offer.

As a preliminary matter, your March 8 letter refers to complaints from three individuals, one Ms. Stacy Nitschke, Mr. Barrett Owens, and Mr. Scott Spencer. However, we have only the one written complaint which you indicate that Ms. Nitschke filed on her behalf and (allegedly) on behalf of her neighbors. We would object to any third-party, hearsay complaint process as being inherently unreliable and non-specific. If we receive complaints directly from a complainant, we will be happy to address them. Claro is under no legal obligation to respond to a proxy complaint.

That said, to date, Mr. Graham on behalf of Claro has visited two of the alleged three complainants, Ms. Nitschke and Mr. Owens which Claro heard from directly) and attempted to resolve their concerns based on the complaints made by those two parties. Additionally, Claro has now retained Mr. Bill Enloe, a telecommunications engineer from Lubbock, Texas to make additional visits to these complainants to further attempt to address their concerns. Ms. Nitschke's characterization of Claro's response to her complaints are untrue, as is further discussed below.

As a preliminary matter, however, Claro unconditionally refuses to assume any responsibility whatsoever for rectifying any interference to any of the home electronic equipment complained of that is subject to the Commission's Part 15 regulations. This would include remote control garage door openers; remote control range hood fans and lighting; wireless doorbells; and remotely controlled gates, among any other equipment that any of the complainants . The Commission's rules governing the use of unlicensed devices are codified in Rule Part 15, 47 C.F.R. pt. 15. The rules prescribe technical standards for particular types of unlicensed devices. These are prefaced by an overarching command that unlicensed devices may be operated *only* to the extent that they do not harmfully interfere with licensed operations, and second, as per 47 C.F.R. § 15.5(b), Part 15 devices operate on an at-sufferance basis: *their operators must accept any interference "that may be caused by the operation of an authorized radio station."* Garage door openers and remote controls associated with range vent hood fans are periodic radiators specifically addressed by Part 15 regulations and no interference, including blanketing interference, need be addressed by the licensee of an authorized radio station. The reason for this is simply that often, Part 15 devices are built without any shielding of the circuitry and the precise situation here is proximately caused not by any defect in the licensed transmitter but instead by the failure of the manufacturer of the device to incorporate interference rejection protections into the designs of the devices. Claro would recommend that Ms. Nitschke and her neighbors with garage door opener problems contact the manufacturers of the devices for remedies, which might include shielding of the remote control receiver components.

When Mr. Graham visited Ms. Nitschke's residence, she complained of interference to her telephones, audio rectification in her stereo speakers, and interference to a remote control gate opener and to her remotely controlled range vent hood. Her attitude was described as neither accommodating nor polite. Mr. Graham reported nevertheless that he fixed the telephones and the stereo speakers, but he recommended additional grounding of other equipment and Ms. Nitschke refused to permit it, claiming that all of her equipment was grounded properly. That was not consistent with Mr. Graham's findings.

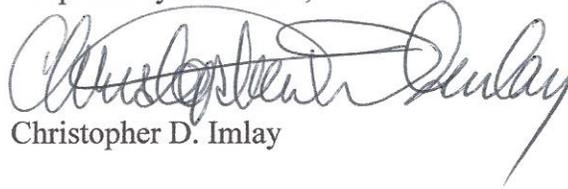
The second complainant, Mr. Owens, reported a garage door opener problem and a problem with his computer router. The computer router cable was fixed by Mr. Graham but that was unrelated to the operation of the AM station. The garage door opener issue was not resolved but as noted above that is not an obligation of Claro.

As noted above, Claro is willing to continue to try to work with complainants it has heard from to address blanketing interference, having retained a second engineering consultant for the purpose. Claro has a construction permit to operate KKLf at 10 kW daytime and 1 kW nighttime and it is considering a modification of that permit to operate at only 5 kW daytime, which is a power level that will likely preclude any chance of brute force overload to even the lowest-quality Part 15 devices in nearby residences. However, Claro would stress that it is not conceding any obligation to do this and does not concede any obligation to take any action with respect to KKLf in order to address interference to Part 15 devices, regardless of the proximity of those devices to the transmitting antenna of KKLf. It is submitted that Claro has in good faith addressed all bona fide complaints of blanketing interference to non-Part 15 home electronic

equipment and will continue to do so in the future, provided that there is a base level of cooperation from the complainants, which in Ms. Nitschke's case has been substantially lacking.

Should further information be called for, you may rely on the availability of the undersigned counsel for Claro Communications, Ltd.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christopher D. Imlay", written in a cursive style. The signature is positioned above the printed name.

Christopher D. Imlay

Cc: Mr. Gerald Benavides