

Received & Inspected

JUN 14 2019

FCC Mallroom

2019 JUN 17 PM 1:57

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In re Application of

**Kona Coast Radio, LLC**

For a Minor Modification of License  
KNIT (AM), Salt Lake City, UT

)  
)  
) File No. BP-20180712ABP  
) Fac. ID No. 53500  
)  
)  
)

To: Office of the Secretary  
Federal Communications Commission  
Attn: The Chief, Audio Division, Media Bureau

Submitted by Rocket Radio Inc.

**SUPPLEMENTAL OPPOSITION**  
**INFORMAL**  
**OBJECTION.**

**INTRODUCTION**

1. Rocket Radio, Inc., ("Rocket"), hereby submits its Reply To Kona Coast Radio, LLC (the "KCR") Opposition to Rocket Radio, Inc. Informal Objection to the application of Kona Coast Radio, LLC (the "Kona Coast") for a construction permit for a minor modification of License of KNIT (AM), Salt Lake City, Utah (the "Application"). In support of this Informal Objection,

the following is submitted:

2. The Applicant, is wholly owned by Victor A. Michael, Jr. ("Michael"). On June 26, 2017, Michael, thru Kona Coast filed informal objections against the application to upgrade KIKO-FM, Claypool, Arizona (Fac.# 11894) and the KIKO-FM License. Kona Coast objections were denied by the Commission Staff in via a *Letter Decision* dated April 25, 2018. Kona Coast has now petitioned for reconsideration of said *Letter Decision*.

3. In its Supplemental Opposition to Informal Objection in the KIKO-FM matter, Kona Coast provides the Declaration of Victor A. Michael, Jr. This Declaration was signed by Mr. Michael under the penalty of perjury. A copy of this September 5, 2017 Declaration is attached hereto as Attachment 1. In the Declaration, Michael states at #3 "I do not currently have, or ever had any business relationship with John L. Low Jr."

4. Again in the KIKO-FM matter on June 22, 2018, Kona Coast filed a Reply to 1TV's Opposition to Petition for

Reconsideration. Like their Reply in 2017, Kona Coast provides yet another Declaration by Michael in which he states categorically that “I do not currently have, or ever had any business relationship with John L. Low Jr.”

5. As will be show herein, these Michael Declarations filed with the FCC are patently false, and Michael continues to file false statements, which will be addressed herein. Michael has a business relationship with Low, thus, Michael has attempted to usurp the power of any FCC legal proceedings and use said proceedings to attack a business associate in this case Low. In the aforementioned filings above, and in this instant case Kona Coast/Michael's conduct is so egregious, inexcusable, and destructive that no lesser sanction than the designation of Kona Coast's licenses could be adequate as the FCC's punishment for lack of candor, perjury, and abuse of the FCC filings to harm Low. Instead of Michael freely acknowledging his lack of candor, perjury, and abuse of the FCC filings to harm Low. Micheal shows no remorse for his guilt and for his lack of candor. Instead Michael is now filing more false claims .

6. Attached hereto is the Declaration of John L. Low, Jr. which contains see Exhibits A - Y **Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION filing.** filed in Rocket Radio Reply to Michael/Kona Coast Opposition to the Informal Objection. This Exhibits contain samples of emails exchanges between Low and Michael and other associates. These emails irrefutably establish that a business relationship exists between Low and Michael/Kona Coast. These facts can lead to only one conclusion, the Michael Declarations provided are false and Micheal and Todd Robison hatred against Low has become so intense Micheal and Robinson will do almost anything to harm Rocket Radio Inc and 1TV.com Inc KIKO-FM. With the falsehood established, then it is clear that Kona Coast/Michael's lack of candor and abuse of process smacks in the face of FCC precedent and FCC Rules. Rocket Radio Inc. will provide even more proof herein that Michael conduct is so egregious, inexcusable, and destructive that no lesser sanction than the designation of Kona Coast's licenses could be adequate as the FCC's punishment for lack of candor, perjury, and abuse of the FCC filings to harm Low.

7. As can be seen in the emails, Michael or his associate Todd Robinson or both have sent or have been copied in the tread of nearly 100 emails to Low plus numerous telephone calls. Michael has been and is still involved with Robinson and Low, and Micheal holds a 3% ownership of KZLZ, LLC. Moreover, KZLZ, LLC currently owes Low a complete accounting and revenue from the sale of KHIL (AM). Low is due a payment from each Station held by Michael and Robinson. The payment is due upon the sale of each station.

8. On or about August 8, 2006 Robinson confirmed that Low would receive his 20 percent fee and Micheal would receive 50% of Low 20% if Micheal work was used. This email and others confirm that Micheal, Robinson and Low have a business relationship **see Exhibit B Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION filing.**

9. Micheal and Robinson refuse to provide a copies of the circulated document that was sent out for signatures on August 6, 2006 and August 30, 2006 the emails imply that Low needs to

sign see **Exhibit A & D Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION filing.**

Micheal and Robinson seek and received Low proprietary work product on numerous potential radio transactions including KFRM, KDAP, KZLZ-FM, KWCX-FM KHIL(AM) KZMK, KKYZ, KFLX, KQMR, KRDE, KCDX, and KAFF, which confirms the business relationship between Micheal and Robinson and Low.

10. Michael, Robinson and Low worked intensely for several years from approximately 2005 to 2009 seeking out radio properties in the US with a working relationship in Arizona after approximately year 2009 the parties continued their relationship due to the fact, that Michael, Robinson and Low were part of the business structure for KZLZ, KWCX-FM, and KHIL(AM). Low, as indicated above is due a payment from the proceeds of recent sale of KHIL (AM) and will be due proceeds from the KZLZ and KWCX when the these property are sold. The interacting within the relationship again increased with communications from 2011 to the present.

11. As a typical example of the business relationship, one need only to look to the email set forth on Exhibit B and the balance of the emails to see the business relationship between Micheal, Robinson, and Low. That email provides: on August 8, 2007 11:32:16 Robinson sent to Low “ yes-you will get you 20 percent fee” see **Exhibit B Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION filing.**

There are multiple other emails provided which absolutely establish a business relationship. The establishment of the relationship prove that Declarations provided by Kona Coast are false.

12. All licensees have a duty of candor to the FCC that “is basic, and well known”. *RKO Gen., Inc. v. FCC*, 670 F.2d 215, 232(D.C. Cir 1981) (affirming denial of licensee’s renewal application based on licensee’s lack of candor in proceedings). “The FCC generally views misrepresentation and lack of candor in an applicant dealings with the Commission as serious breaches of trust”.

Consistent with the foregoing, *Section 1.17* of the Commission’s rule forbids a licensee from “poviding] material

factual information that is incorrect or omit[ting] material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a reasonable basis for believing that any such material factual statement is correct and not misleading.” See *Schoenbohm v. FCC*, 204 F.3d 243 (D.C. Cir. 2000), as amended (June 28, 2000) (affirming FCC’s denials of amateur radio licensee’s renewal application and reconsideration of that order based on his misrepresentation and lack of candor during the renewal proceeding).

### **KIKO-FM GRANTED CP AS PART OF CONTINGENT APPLICATION WITH KRFM-FM**

KIKO-FM was granted a construction permit in FCC File No. BPH-20160927ADT (the “KIKO-FM Construction Permit”) as part of a contingent application with KRFM(FM), Show Low, Arizona (FCC File No. FCC File No. BPH-20160927ADU) KRFM-FM owner Petracom President Hank Ash.

Upon a grant of the KIKO-FM Construction Permit, KIKO-FM



built out its authorized facility and filed the subject KIKO-FM License Application. The KIKO-FM License Application is now ripe for a grant. Micheal, Robinson, and Low had a business relationship as I relates to KRFM. As previously stated, Michael, Robinson and Low worked intensely for several years from approximately 2005 to 2009 seeking out radio properties in the US with a working relationship in Arizona after approximately year 2009 the parties continued their relationship due to the fact, that Michael, Robinson and Low were part of the business structure. During this business relationship Low provided Micheal and Robinson extensive engineering wherein KRFM could move to KIKO-FM current site. After Low provided this detailed information Micheal and Robinson wanted to buy KRFM. On numerous occasions Michael, Robinson as members of KZLZ,LLC tried to buy KRFM. As recently as 2015 Michael, Robinson as members of KZLZ,LLC tried to buy KRFM but failed. Micheal and Robinson has repeatedly asked the commission to accept their feeble attempt to suggest that no business relationship existed and that none existed between the parties as related to KRFM. The record shows this is not true and both Micheal and Robinson lack candor.

On or about 2016 Low entered into an agreement with

KRFM owner Hank Ash KIKO-FM was granted a construction permit in FCC File No. BPH-20160927ADT (the "KIKO-FM Construction Permit") as part of a contingent application with KRFM(FM), Show Low, Arizona (FCC File No. FCC File No. BPH-20160927ADU).

Proof will be offered herein that Michael, and Robinson considered KRFM their deal and not Low's deal. Furthermore, proof will be offered that Michel was willing to commit perjury and violate the FCC abuse of process in order to undermine Low and Ash's current deal for KRFM-FM.

### **KRFM BUSINESS RELATIONSHIP BETWEEN MICHEAL ROBINSON AND LOW**

13. Michael, Robinson and Low had a long term business relationship that recently soured. In fact the email exhibits clearly show that the Michael, Robinson and Low had a long term business relationship that recently soured. Therefore, parties have engaged in a business relationship from approximately early 2006 until the relationship recently soured. There has been several reasons for the souring of the business relationship which will be explained herein. Most importantly

the deterioration of the business relationship has caused Vic Micheal to commit perjury. As the evidence will show Kona Coast/Michael's conduct is so egregious, inexcusable, and destructive that no lesser sanction than the designation of Kona Coast's licenses could be adequate as the FCC's punishment for lack of candor, perjury, and abuse of the FCC filings to harm Low.

14. As a direct result of Micheal, and Robinson angry, and outrage as shown in **Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION filing.**

**This supplemental Opposition will provide additional 'New Exhibits' showing proof that Michel was willing to commit perjury and violate the FCC abuse of process in order to undermine Low and Ash's deal known as KIKO-FM was granted a construction permit in FCC File No. BPH-20160927ADT (the "KIKO-FM Construction Permit") as part of a contingent application with KRFM(FM), Show Low, Arizona (FCC File No. FCC File No. BPH-20160927ADU) KRFM-FM owner Petracom President Hank Ash.**

15. On or about 2006 Michael, Robinson and Low started a long term business relationship as it relates to KRFM and other stations.

16. On or about early 2006 Low shared with Micheal and Robinson that KRFM could move to KIKO-FM site on channel 243. At that point Michael and Robinson asked Low to send his engineering to Clarence M. Beverage for review.

On or about Jan 30, 2006 Clarence Beverage opinion was emailed to Micheal, Robinson and Low this shows yet another business relationship between Robinson, Micheal, and Low as it relates to KRFM. Robinson, Micheal, and Low are included in the email thread.

After, Michael and Robison review of Clarence Beverage opinion, Michael and Robison made it known they were satisfied that Low's engineering concerning KRFM was correct. At that point Micheal and Robinson wanted to buy the station. After Micheal and Robinson failed to get a signed contract to purchase KRFM, Low moved forward and entered into a deal with KRFM owner Mr. Hank Ash.

16. Thus, based on Low engineering and Clarence M. Beverage, and discussion between Micheal, Robinson and Low Robinson sent a offer to the owner Hank Ash for KRFM see **Exhibit Y & Exhibit AA & Exhibit BB** shown in **Feb 13, 2019** **REPLY TO OPPOSITION INFORMAL OBJECTION** filing.

17. On July 16, 2006 Hank Ash owner of KRFM sent Robinson an email "Good Morning, Todd.

You had recently re-expressed an interest in buying my 6 Arizona radio stations. I wanted to let you know that I have received a fairly attractive offer for the stations, and wondered if you'd like to make a proposal. If so, please let me know as soon as possible." Robinson sent the email to Low this shows yet another business relation between Robinson, Micheal, and Low **EXHIBIT AA** shown in **Feb 13, 2019** **REPLY TO OPPOSITION INFORMAL OBJECTION** filing

18. On July 17, 2006 Robinson rely to Hank Ash:  
Hello Mr. Ash-

"Yes- we are still interested in your stations. I am out of the

country until mid-August but could put something together to send to you. What will it take to get the deal done? Thanks!  
Todd see **EXHIBIT BB** shown in **Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION** filing

19. On July 3, 2018 Robinson sent an email to Low: “But, seriously, what agreement do you feel we have given you stealing our channel and messing up our deal with Hank?” See excerpts **EXHIBIT X** shown in **Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION** filing

20. Robinson and Micheal was not able to buy the KRFM, and 1TV.com Inc. move forward with a transaction with the owner of KRFM-FM. Despite, these facts, and pursuant to **Exhibit X** Robinson and Micheal are furious, outraged and vindictive, accusing Low as recently as July 3, 2018 of **STEALING** their KRFM deal with Hank Ash,.

21. On or 2015 Robinson, Micheal as members of KZLZ, LLC attempted to buy Hank Ash stations again which included KRFM. The July 3, 2018 email clearly shows that

Robinson and Micheal are furious, outraged and vindictive, accusing Low of **SEALING** their KRFM deal with Hank, this is more proof of the angry within Robinson and Micheal which has pushed both of them into potting to file the Star Valley and (the “Informal Objections”) after Low refused to allowed them to participate in his exclusive deal See **EXHIBIT X** shown in **Feb 13, 2019 REPLY TO OPPOSITION INFORMAL OBJECTION** filing

22. However, Robinson email **Exhibit X** tells the real story of Robinson and Micheal outrage and vindictive attack, accusing Low on July 3, 2018 of **STEALING** their KRFM deal. This is the motivation of Robinson and Micheal, their motivation is driven by hatred, as a direct result of their hatred and belief that Low is a thief and stole KFRM Micheal and Robison goal is to harm Rocket Radio Inc and 1TV.com Inc.

The above two July 3, 2018 emails from Robinson show the outrage, that Micheal and Robison carry because Low entered into a deal with KRFM. Micheal and Robinson clearly carry a grudge, animosity and hostility, this is force that drives Micheals filings against KIKO and Micheal false declarations.

Despite the overwhelming exhibits showing a business relationship between Micheal and Robison and as it relates to KRFM, Micheal and Robison both still deny any business relationship with Low. The new exhibit acquired by Rocket Radio Inc. actually offers more proof of the KRFM business relationship between Micheal, Robison, and Low. Micheal and Robison have both admitted in their pleadings that they are members of the KZLZ,LLC Limited Liability Company, however, Micheal and Robison are hoping that the commission does not realize that KZLZ,LLC Limited Liability Company is attempting to buy KRFM with is the very station wherein all the parties have a on-going business relationship for years.

**23. On or about March 27, 2015** Micheal and Robison known as KZLZ,LLC Limited Liability Company to attempted to buy KRFM(FM), Show Low, Arizona owner Petracom President Hank Ash. The March 27, 2015 offer shows the purchaser is KZLZ,LLC Limited Liability Company wherein Micheal and Robison are members.



KZLZ,LLC Limited Liability Company contract attempts to block John Low from dealing with KRFM(FM), Show Low, Arizona owner Petracom President Hank Ash. This agreement see exhibit A below from KZLZ,LLC Limited Liability Company wherein Micheal and Robison are members, this proposed contract between Micheal, Robison, to buy KRFM(FM), Show Low, Arizona owner Petracom President Hank Ash exposes the business relationship wherein Micheal, Robison, are trying to buy KRFM and BLOCK Low. Its reinforces that Micheal, Robison and Low has a soured relationship with Low wherein NO DEAL with John Low is part of the proposed contract **EXHIBIT A. 5f. No change in the engineering or status of the stations (ie- no deal with John Lowe on signal nor channel swap nor move).** Micheal, Robison are calling out Low name to make sure there is NO DEAL with Low. Micheal, Robison is attempting to go around the proposed deal with Low to move KFRM and avoid Micheal and Robison promise not to interfere with Ash and Low transaction.

All of the exhibits contained in all of Rocket Radio filings

including the new emails **EXHIBIT A** shows a long standing business relationship exist between Micheal and Robison, and Low. Therefore, Micheal and Robison are outraged, that Micheal and Robison can not buy KRFM and Low has entered into a deal with KRFM. Micheal and Robinson clearly carry a grudge, animosity and hostility, this is the force that drives Micheals filings against KIKO-FM FCC File No.

BPH-20160927ADT (the “KIKO-FM Construction Permit”) as part of a contingent application with KRFM(FM), Show Low, Arizona (FCC File No. FCC File No. BPH-20160927ADU) KRFM-FM owner Petracom President Hank Ash. and Micheal false declarations claiming he never had any business relationship with Low.

Rocket Radio Inc. has offered proof that Michel was willing to commit perjury and violate the FCC abuse of process in order to undermine Low and Ash’s current deal for KRFM-FM.

18 | 18

## **EXHIBIT A**

JUN 14 2019

FCC Mallroom

Exhibit A

**Binding Term Sheet  
Purchase of Stations  
Owned by Petracom of Holbrook, LLC  
March 27, 2015**

1. Buyer- KZLZ, LLC, an Arizona LLC or its' controlled assign/subsidiary. KZLZ owns KZLZ-FM and KWCX-FM in Tucson, AZ and KHIL-AM and an FM translator in Willcox, AZ. KZLZ has no debt.
2. Seller- Petracom of Holbrook, LLC, a Delaware limited liability company.
3. Assets- All Intangibles, licenses, and other Assets used or useful in the operation of KRFM-FM, KSNX-FM, KZUA-FM, KZUZ-FM, KVWM-am and KDJI-AM. Assets will be free and clear from all liens and encumbrances.
4. Purchase Price-

\$15,000 Deposit (with Seller's attorney as escrow agent) Upon Signing of This Binding Term Sheet pursuant to escrow agreement

\$35,000 Additional Deposit (with Seller's attorney as escrow agent) Upon signing of Definitive Agreements (to be supplied by Buyer and agreed with Seller within 60 days of signing of Binding Term Sheet)

\$1,700,000 Additional Cash at Closing

\$X +/- in Cash for Net Working Capital (A/R and A/P) Assumed at Closing

Earnout 1- Up to \$500,000 in additional cash depending on BCF (times 6) over the next 2 years. The highest annual BCF over the next 2 full years will be multiplied times 6 - "New Value". New Value less the Total Purchase Price will be paid in cash as additional consideration

Earnout 2- If any or all of the Assets are sold by Buyer within 5 years from Closing, Seller will receive 10% of the Proceeds above Buyer's Purchase Price plus other investments in the stations and operations.

5. Contingencies-
  - a. FCC approval of the transaction and "Finality"
  - b. Completion of Buyer's financial due diligence period by May 15, 2015 to review financial information of Seller related to Assets
  - c. Site visit by May 15, 2015 to tour studio and meet staff and to "ride" the signals of the station again.

The station signal and financial data to be satisfactory to Buyer in Buyer's sole discretion.

# Exhibit A

## d. NO FINANCING CONTINGENCY

c. Seller (and Buyer) completing a mutually agreeable Definitive Purchase Agreement within 60 days (extendable by mutual agreement) containing the terms herein and other terms and conditions typically included in such agreements.

f. No change in the engineering or status of the stations (ie- no deal with John Lowe on signal nor channel swap nor move)

6. Exclusivity- In consideration of the efforts and expense to be incurred by Buyer after the date of this Binding Term Sheet, Seller agrees that neither it nor its officers, directors, stockholders, employees, brokers or investment bankers shall solicit, entertain, discuss or negotiate with anyone other than Buyer a possible transaction for the sale of any of the Assets.
7. Closing- The Closing will take place no later than 10 days after the FCC "Final" order. Effort will be made to close at a "month end" for ease of accounting transition.
8. Expenses- Buyer and Seller will each bear their costs and expenses for the attorneys, accountants, appraisers, and advisors retained by or representing them. Buyer and Seller shall also split the applicable FCC filing fees for the transaction. Seller will pay for Seller's brokerage fees to Hadden and Associates.
9. Confidentiality- Each party agrees to treat confidentially all information regarding this transaction, except that such information may be disclosed to such party's lenders, partners, counsel, accountants and other representatives assisting such party with the transactions contemplated hereby and as required by law. This Section 9 shall also tie-in the NDA signed by Seller and Buyer earlier this year.
10. Binding- This Binding Term Sheet is contractually binding on Buyer and Seller.
11. Time Frame- This Binding Term Sheet shall remain open as an offer by Buyer until 5pm PST on April 6<sup>th</sup> 2015.
12. LMA- Upon signing of the Definitive Purchase Agreement, the parties shall enter into a mutually acceptable Local Marketing Agreement ("LMA"). The LMA consideration payable by Buyer to Seller during the term of the LMA and other terms and conditions to be negotiated as part of the Definitive Purchase Agreement.

# Exhibit A

13. Engineering Modifications- Should Buyer present potential engineering modifications (Studio, STL, coverage area) to Seller that increases the efficiency or operations or pop count of the Assets, then Seller agrees to consider implementing them before closing and/or under the LMA. If Buyer presents an engineering modification to Seller that increases the pop count of one or more stations by 5% or more, Seller will file these with the FCC, but at Buyer's sole cost and expense.

13. Law- This Binding Term Sheet shall be governed by and construed under the laws of the State of Arizona, except to the extent the choice-of-law provisions thereof would provide for the imposition of the laws of any other jurisdiction. Exclusive jurisdiction for the bringing by either party of any cause of action arising from out of this Binding Term Sheet shall be in the courts of the State of Arizona, or federal courts located within the State of Arizona.

AGREED:

KZLZ, LLC  
By:

\_\_\_\_\_  
Todd P. Robinson, Manager

Accepted and Agreed to as of April \_\_, 2015

Petracom Media, LLC.

By:

\_\_\_\_\_  
Hank Ash, Member/Manager

From: HADDENWS@aol.com  
[mailto:HADDENWS@aol.com] Sent: Monday, August 04,

2014 5:33 PM

To: todd@cottonbay.us; hadden@haddenonline.com Subject: Petracom Radio Group, AZ

Todd Robbins,

We need to talk. When are you free? Hank Ash has the group listed with Hadden & Assoc. and I think that we can get a deal done for you, if you wish to move forward and negotiate. The seller is asking for current Nondisclosure agreement, which I have enclosed one you can use. Please fill in the blanks and fax me a copy and I will give you a call, when you are free.

Has the other broker sold your Tuson stations? With best regards,

Doyle Hadden, President Hadden & Assoc. Nationwide Media Brokers Office: 321-939-3141

Fax: 321-939-3142 Cell: 407-619-3477 Haddenonline.com

### **Declaration John L. Low Jr.**

I John L. Low Jr. do declare under the penalty of

perjury that al of the information provided in the informal objection including attachments and exhibits are true and correct to the best of my knowledge and belief.

The foregoing was signed the 8th day of June,  
2019



\_\_\_\_\_  
John L. Low, Jr.

I, John L. Low, President of Rocket Radio, Inc., do hereby certify that copies of the "Informal Objection" have been sent via first class, U.S. mail, postage prepaid, this 8th day of June 8, 2019, to the following:

Albert Shuldiner, Chief  
Audio Division  
Media Bureau  
Federal Communications Commission 445-12th St., S.W.

Room 2A-320 Washington, DC 20554

Office of the Secretary

445 12th Street, SW,

Room TW-A325

Federal Communications Commission Washington, DC 20554

Submitted by: Rocket Radio Inc. 4501 Broadway Miami, az 85539

Victor A. Michael, Jr., Sole Member

**Mountain Community Translators , LLC**

87 Jasper Lake Road Loveland, CO 80537



John L. Low, Jr.



**ATTACHMENT 1**

**DECLARATION**

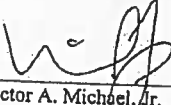
I, Victor A. Michael, Jr., do hereby submit this Declaration. These statements are truthful and are to the best of my knowledge and belief.

1. I am the sole member and 100% owner of Kona Coast Radio, LLC, applicant for a new FM at Star Valley, Arizona, BNPH-20170621ABC on channel 242A.
2. I am the sole member and 100% owner of Mountain Community Translators, LLC, licensee of K243BN, Laveen, Arizona, facility ID 92373.
3. I do not currently have, or ever had any business relationships with John L. Low, Jr.
4. My only connection with John L. Low, Jr. is that I had some technical discussions with him on the phone and with a couple of email correspondence approximately 10 years ago.
5. I have never seen the written agreement that Mr. Low refers to in his Declaration. I am a minor 3 percent silent investor and engineering consultant to KZLZ, LLC, which is licensee of KZLZ(FM) Casas Adobe, AZ, facility ID 36022, KHIL(AM) Willcox, AZ, facility ID 72656, and KWCX-FM Tanque Verde, AZ, facility ID 72659. Todd P. Robinson is also a member of KZLZ, LLC. While Mr. Robinson and I share this business connection, I was not involved and I was unaware of any such discussions or agreement with Mr. Low or ITV.COM, LLC before the Informal Objection was filed. Mr. Robinson owns many other broadcast stations and investments of which I have no connection with.
6. In Mr. Low's Declaration his statements in Paragraph 3 are just plain false. Mr. Low and I have never had any business relationship, and certainly not one that recently soured.

If Mr. Low and Mr. Robinson have or had any business relationship, it is not one that I have any interest or involvement with.

7. While I do own K243BN, Laveen, AZ, facility ID 92373, it is not a concern of mine that this translator might be displaced by any planned upgrade by KIKO-FM on channel 243. There is currently no prohibit overlap of contours between K243BN and KIKO-FM, and even if KIKO-FM were to upgrade to channel 243C, there still would not be any primary service (60 dBμ) overlap between the two facilities (see figure 1 attached).
8. It is true that I was aware of the Facilities Modification Agreement that was disclosed with the applications filed by KRFM(FM) Show Low, AZ, facility ID 33692, and KIKO-FM Claypool, AZ, facility ID 11894. While KIKO-FM obviously had an interest in upgrading with the new spectrum that would be potentially opened up by KRFM(FM) changing channels from 243C0 to 253C0, I had identified that channel 242A would be available for use as a first local service Star Valley, Arizona, and was waiting for the vacated spectrum of channel 243C0 to become available. No other channels are available for use at this community.
9. My wife and I purchased a home in Carefree, Arizona approximately 3 years ago. Since I have been a long time broadcast station owner, engineer and operator, I do have an interest in the development of a new FM station at Star Valley, Arizona which has easy access and is approximately 45 miles from Carefree, Arizona.

Executed this 5th day of September, 2017 under penalty of perjury.

  
Victor A. Michael, Jr.

**ATTACHMENT 2**

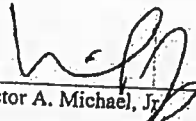
EXHIBIT C

DECLARATION

I, Victor A. Michael, Jr., do hereby submit this Declaration. These statements are truthful and are to the best of my knowledge and belief.

1. I am the sole member and 100% owner of Kona Coast Radio, LLC, applicant for a new FM at Star Valley, Arizona, BNPH-20170621ABC on channel 242A.
2. I do not currently have, or ever had any business relationships with John L. Low, Jr.
3. On October 26<sup>th</sup>, 2018, I personally photographed the tower and antenna system utilized by KIKO-FM Claypool, AZ. These photos were utilized in the Petition for Reconsideration and Reply to the Opposition to Petition for Reconsideration filed by Kona Coast Radio, LLC.

Executed this 22nd day of June, 2018 under penalty of perjury.

  
\_\_\_\_\_  
Victor A. Michael, Jr.