



Federal Communications Commission
Washington, D.C. 20554

Received & Inspected

JUN 27 2018

June 15, 2018

In Reply Refer to: FCC Mailroom
1800B3-SS

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Mr. Mark Allen
Machine Project
1200 N. Alvarado Street, Suite D
Los Angeles, CA 90026

Ms. Ivonne Guzman
Reach for the Top, Inc.
766 Sunset Avenue
Venice, CA 90291

Mr. Alejandro Cohen
Future Roots, Inc.
4519 Santa Monica Blvd.
Los Angeles, CA 90029

Mr. Paolo Davanzo
Echo Park Film Center
1200 N. Alvarado Street
Los Angeles, CA 90026

Re:
Machine Project
KZUT-LP, Los Angeles, CA

Future Roots, Inc.
KLDB-LP, Los Angeles, CA

Echo Park Film Center
KFEP-LP, Los Angeles, CA

Reach for the Top, Inc.
KTPC-LP, Venice, CA

Facility ID Nos. 197117, 196172, 196192, and
195799

File Nos. BMPL-20170612ACF
BLL-20170629AAW
BMLL-20170725ACA

BMPL-20170329AAA

BMPL-20170628AAS

Letter of Inquiry – Response Required

Dear Ms. Guzman and Messrs. Allen, Cohen, and Davanzo:

We are currently evaluating a Petition for Reconsideration (Petition) filed regarding the referenced applications of Machine Project (MP) for referenced low power FM station (LPFM) KZUT-LP (Station), Los Angeles, California. The Petition was filed on July 26, 2017, by Strategic International Ministries (SIM). In order to evaluate the arguments raised, we request the additional information described below.

Background. MP received a construction permit for the Station pursuant to a share-time agreement with the three other referenced applicants on April 25, 2016.¹ Subsequently:

- On June 29, 2017, the Media Bureau staff (staff) granted MP's Modification Application (Permit) to modify MP's authorization for a new LPFM Station at Los Angeles.²
- On June 29, 2017, MP filed the License Application to cover the Station Permit, which was unopposed and which the staff granted on July 6, 2017.³
- On July 25, 2017, MP filed the License Modification, which also was unopposed and which the staff granted on July 26, 2017.⁴
- On July 26, 2017, SIM filed the Petition seeking reconsideration of the Modification Application, License Application, and License Modification grants.

Finally, although not contested by SIM, on October 10, 2017, MP filed another application for modification of license to change only the hours of operation of each of the four time-shared stations.⁵ In this application, MP states that “[p]er 47 CFR [§] 73.850(c) there is no simultaneous operation.”⁶

¹ See BNPL-20131114BKP. MP's Station shares Channel 256 (99.1 MHz) with KLDB-LP, Los Angeles, California, Facility ID No. 196172, owned by Future Roots, Inc.; KFEP-LP, Los Angeles, Facility ID No. 196192, owned by Echo Park Film Center; and KTPC-LP, Venice, California, Facility ID No. 195799, owned by Reach for the Top, Inc. (collectively, Licensees).

² File No. BMPL-20170612ACF. See *Broadcast Actions*, Public Notice, Report No. 49020 (rel. Jul. 5, 2017). The Permit authorized a facility with an effective radiated power (ERP) of 0.003 watts and an antenna height above average terrain (HAAT) of 190 meters and a radiation center height above mean sea level of 389 meters at a location of 34° 7' 32.4" NL, 118° 22' 11" WL. We note that on June 13, 2017, REC Networks filed an Informal Objection (Objection) to MP's first modification to its site, necessitating the June 18, 2017, second modification of the Station Permit to the current site (34° 7' 32.5 N, 118° 22' 11 W); the Objection was withdrawn on June 19, 2017, because, *inter alia*, the objector's concerns about locating the station in the Briar Summit Wildlife Preserve had been addressed by virtue of an amendment to the Modification Application. See *Withdrawal of Informal Objection* (REC Networks, filed Jun. 1, 2017).

³ File No. BLL-20170629AAW. See *Broadcast Actions*, Public Notice, Report No. 49024 (rel. Jul. 6, 2017).

⁴ File No. BMLL-20170725ACA. See *Broadcast Actions*, Public Notice, Report No. 49038 (rel. Jul. 26, 2017). MP filed this application to modify KZUT-LP's licensed facilities to increase transmitter power output (TPO) from 19 watts to 39 watts in order to achieve 3 watts ERP.

⁵ See File No. BMLL-20171010AAQ.

⁶ *Id.* at Exh. 1.

SIM alleges, *inter alia*, that MP “may have” engaged in an operating agreement with another Channel 256 Los Angeles-area LPFM licensee, Future Roots, Inc., and that the real party in interest for the challenged KZUT-LP applications is really Future Roots, Inc., in violation of Section 73.860(e) of the FCC’s rules (Rules).⁷ Specifically, SIM alleges that all communications between KZUT-FM and SIM over the interference issues have been originated from Alejandro Cohen, Executive Director of “Dublab Radio,” which SIM identifies with Future Roots, Inc., and not with representatives of MP.⁸ SIM argues that the Station has been identifying itself as “Dublab Radio” and airing a station identification as follows: “KLDB 99.1 Los Angeles, KZUT Machine Project, KFEP Echo Park, KTPC Culver City.” SIM alleges that these stations are engaged in “simultaneous operation” as identified by the station identification. In addition, SIM claims that MP is violating LPFM rules regarding legal identification and hours of operation.⁹ In a Second Supplement to the Petition, filed on August 2, 2017, SIM reiterates its claim that MP is party to an unlawful operation and management agreement by alleging that Alejandro Cohen, Executive Director of station KLDB-LP, Los Angeles, California, is managing the Station.¹⁰ We request additional information from the Licensees to determine what impact, if any, the matters alleged should have on the staff’s grant of the referenced MP applications.

Instructions

If the referenced Licensees request that any information or Documents, as defined herein, responsive to this letter be treated in a confidential manner, they shall submit, along with all responsive information and Documents, a statement in accordance with Section 0.459 of the Rules.¹¹ Requests for confidential treatment must comply with the requirements of Section 0.459, including the standards of specificity mandated by Section 0.459(b). Accordingly, “blanket” requests for confidentiality of a large set of documents are unacceptable. Pursuant to Section 0.459(c), the Media Bureau (Bureau) will not consider requests that do not comply with the requirements of Section 0.459.

If Licensees withhold any information or Documents under claim of privilege, they shall submit, together with any claim of privilege, a schedule of the items withheld that states, individually as to each such item, the numbered inquiry to which each item responds and the type, title, specific subject matter, and date of the item; the names, addresses, positions, and organizations of all authors and recipients of the item; and the specific ground(s) for claiming that the item is privileged.

Each requested Document, as defined herein, shall be submitted in its entirety, even if only a portion of that Document is responsive to an inquiry made herein, unless the Document is a recording or transcript, in which case it should be provided only for the period of the broadcast specified in the pertinent inquiry herein. This means that the Document shall not be edited, cut, or expunged, and shall include all appendices, tables, or other attachments, and all other Documents referred to in the Document or attachments. All written materials necessary to understand any Document responsive to these inquiries must also be submitted.

⁷ Petition at 8; 47 CFR § 73.860(e).

⁸ *Id.* at 9.

⁹ SIM states that “KZUT Machine Project” is not a legal station identification and that KZUT is not even the Station’s valid call sign, *id.* at 9, and has “frequently” been observed operating outside its specified hours with an unmodulated carrier and no identification in violation of 47 CFR §§ 73.1201(a)(2); 73.1570(a); and 73.1745(a). *Id.* at 10.

¹⁰ Second Supplement at 1.

¹¹ 47 CFR § 0.459.

If a Document responsive to any inquiry made herein existed but is no longer available, or if Licensees are unable for any reason to produce a Document responsive to any inquiry, identify each such Document by author, recipient, date, title, and specific subject matter, and explain fully why the Document is no longer available or why the Licensees are otherwise unable to produce it.

With respect only to Documents responsive to the specific inquiries made herein and any other Documents relevant to those inquiries, Licensees are directed to retain the originals of those Documents for twelve (12) months from the date of this letter unless Licensees are directed or informed by the Bureau in writing to retain such Documents for some shorter or longer period.

The specific inquiries made herein are continuing in nature. Licensees are required to produce in the future any and all Documents and information that are responsive to the inquiries made herein but not initially produced at the time, date and place specified herein. In this regard, Licensees must supplement their responses: (a) if Licensees learn that, in some material respect, the Documents and information initially disclosed were incomplete or incorrect or (b) if additional responsive Documents or information are acquired by or become known to Licensees after the initial production. The requirement to update the record will continue for twelve (12) months from the date of this letter unless Licensees are directed or informed by the Bureau in writing that the Licensees' obligation to update the record will continue for some shorter or longer period.

For each Document or statement submitted in response to the inquiries below, indicate, by number, to which inquiry it is responsive and identify the person(s) from whose files the Document was retrieved. If any Document is not dated, state the date on which it was prepared. If any Document does not identify its author(s) or recipient(s), state, if known, the name(s) of the author(s) or recipient(s). Licensees must identify with reasonable specificity all Documents provided in response to these inquiries.

Unless otherwise indicated, the period of time covered by these inquiries is June 11, 2013 (six months prior to the date of Licensees' application for a share-time agreement) up to the present.

Definitions

For purposes of this letter, the following definitions apply:

"Any" shall be construed to include the word "all," and the word "all" shall be construed to include the word "any." Additionally, the word "or" shall be construed to include the word "and," and the word "and" shall be construed to include the word "or." The word "each" shall be construed to include the word "every," and the word "every" shall be construed to include the word "each."

"Broadcast," when used as noun, shall mean any images or audible sounds or language transmitted or disseminated over a station during a radio broadcast.

"Broadcast," when used as a verb, shall mean the transmission or dissemination of radio communications intended to be received by the public. The verb "broadcast" may be used interchangeably with the verb "air."

"Time-Share Agreement" shall mean the agreement entered into by the Licensees, under which they (Parties): (1) shall each broadcast on Channel 256 in accordance with the schedule in Exhibit A of the agreement, and the Parties agree that in accordance Section 73.875(c)(3) of the Rules¹² any change in said broadcast schedule must be agreed to in advance all Parties in writing and said document shall be

¹² 47 CFR § 73.875(c)(3).

filed with the FCC prior to the date of any schedule change going into effect; (2) pursuant to Section 73.872(c),¹³ the Parties each agree to broadcast programming for more than 10 hours weekly in accordance with the schedule; (3) each applicant represents that it is duly organized not for profit or is an educational organization existing in good standing; (4) to the extent that any information disclosed to any of the Parties hereto which is designated as confidential by the disclosing party shall be so treated and shall not be disclosed other than to the Parties' boards, attorneys, or authorized representatives on a need-to-know basis; and (5) any notices by any Party to any other party shall be addressed to the address listed in the agreement.

"Document" shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any broadcast, radio or television program, advertisement, book, pamphlet, periodical, contract, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, telegram, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, press release, website, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form). "Document" shall also include the terms of any oral agreement or understanding. If a matter responsive to a request for documents is unwritten, the Licensee should so state, and provide a written narrative of the operative provisions of oral agreement, identifying its date, parties, and terms.

"MP" shall mean Machine Project, and any successor or predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all trustees, owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

"Future Roots" shall mean Future Roots, Inc., and any successor or predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all trustees, owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

"Echo Park" shall mean Echo Park Film Center, and any successor or predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

"Reach" shall mean Reach for the Top, Inc., and any successor or predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

¹³ 47 CFR § 73.872(c).

“Licensees” and “Parties” are used interchangeably and each shall mean MP, Future Roots, Echo Park and Reach, collectively, and any successor or predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all trustees, owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

“Station” shall mean KZUT-LP, Los Angeles, California, and “Stations” shall mean, in addition to KZUT-LP, KLDB-LP, Los Angeles, California, KFEP-LP, Los Angeles, California, and KTPC-LP, Venice, California, including any other call sign by which they may have been known, jointly and/or individually.

“Application” shall mean the construction permit application filed with the Commission regarding the Station. “Applications” shall mean any FCC Forms filed with the Commission regarding any of the Stations.

Inquiries: Documents and Information to be Provided

1. Provide information about any broadcasting experience of the following individuals prior to the filing of MP’s construction permit Application in this proceeding:

- a. Alejandro Cohen
- b. Mark Allen

Identify for any such experience: the position held, name of the broadcast station’s licensee, call sign, and dates the position was held. If an individual had no prior broadcast experience, state “none.”

2. State whether the following individual was involved in negotiating the terms of any agreements or in preparing any Applications for the Station and/or Stations:

- a. Alejandro Cohen

In connection with this question, provide a narrative of the person’s function/role and all documents in which the person is named or is a signatory in connection with any matter related to the Station and/or Stations.

3. Provide complete and unredacted copies of the original organizational Documents, including the bylaws, and any amendments thereto, for MP. Please also provide any documents or agreements that impact the economic interests or voting interests of any members or owners of MP.

4. Describe in detail the formation of MP, including who contacted each person who became a member of MP and who drafted, reviewed and approved the organizational Documents.

5. Provide the minutes of any and all MP Board Meetings held since November 2013.

6. Submit all agreements between Alejandro Cohen and Licensees, including but not limited to time-share agreements. If any agreement is oral, its substance should be reduced to writing. Indicate whether and when the agreements were submitted to the Commission and, if not, explain why.

7. Identify the value of all funding and assets, including but not limited to real property, securities, cash, and cash-equivalents, that MP has received from inception through present from (a)

Alejandro Cohen and (b) other sources. For other sources, provide the name of the source and relationship to MP, Cohen and/or the Station or Stations.

8. State who has paid for the following costs for the Station: (a) real estate taxes; (b) business taxes; (c) telephone service; (d) utilities; (e) employee salaries and other compensation; (f) broadcast equipment; (g) insurance; (h) programming costs, including recording royalties; and (i) purchase of equipment. If more than one person and/or entity has paid these costs, specify the time periods and specific costs associated with each person and/or entity. If MP paid for any of these costs with monies provided to it by another individual or company, identify that individual or company and its principals. Please provide receipts.

9. Provide documentation of the Station's monthly operating costs and payments from the date MP constructed the Station through present, organized by month, including invoices, bills, checks written or received, credit card charges, wire transfers, or deposits of funds relating to such operation:

- a. In connection with this request, provide a list of the expenses incurred in operation of the Station for each month, and provide at least one document for each listed expense which evidences who paid the expense.
- b. For telephone service, all utilities, all equipment, and all insurance purchased with respect to operations of the Station, state when each such service was contracted for, the name of the person who so contracted on behalf of the station, and identify who paid for each such item.

10. Provide complete copies of the Station's personnel and payroll records, including employment contracts, if any, from date of MP's construction of the Station through the present. For each employee identified, state who hired them and, if applicable, who caused the termination of their employment.

11. Provide a narrative explaining the function/role of the following people in overseeing the construction of the Station and preparing/filing the Application for the Station:

- a. Alejandro Cohen
- b. Mark Allen

12. Provide a copy of all documents relating to the acquisition of all equipment for and construction of the Station's transmission facilities, including copies of all invoices, bills, rental/lease agreements, checks written or received, credit card charges, wire transfers or deposits of funds relating to such construction; and records relating to the preparation and filing of the Application.

13. For the period from construction of the Station through present, submit any documents that name the following individuals as having any role or relationship with the Station and/or MP, including but not limited to documents identifying that person as a contact, consultant, owner, employer, employee, contractor, or representative:

- a. Alejandro Cohen
- b. Mark Allen

14. Provide all documents generated regarding decisions to program the Station. Additionally, provide a narrative explaining the roles of the following people in those decisions:

- a. Alejandro Cohen

b. Mark Allen

15. Indicate what "programming" was aired over the facility per the Time-Share Agreement. Provide documentation (copies of station logs, etc.) to support the response.

a. Indicate the source of the programming aired, *i.e.*, the location of the studio used to produce the programming aired per the Time-Share Agreement. If a new studio was constructed for this facility, state the address for the Main Studio location for the Station.

i. If the Main Studio Location is not at the authorized transmission site location, provide a full and complete copy of the dated and executed lease agreement for the Main Studio Location.

ii. To the extent that it has not been addressed previously, provide a copy of all documents relating to the Main Studio Location, including copies of all leases; personal records; engineering records; invoices; bills; checks, written or received; credit card charges; and wire transfers or deposits of funds relating to the purchase and installation of Station equipment at the Main Studio Location.

b. Indicate the means that the programming was transmitted to the transmitter. Provide a copy of all documents relating to the acquisition of equipment and authorizations related to the provision of programming from the production studio to the transmission facilities, including copies of all invoices, bills, rental/lease agreements, checks written or received, credit card charges, wire transfers or deposits of funds relating to such construction, and copies of Commission authorization for any studio-transmitter link involved in the transmission of the programming.

16. Provide a narrative identifying dates and nature of any interaction Alejandro Cohen had with MP, Reach, and Echo Park concerning the Time-Share Agreement, including but not limited to (a) telephone calls, (b) e-mails, and (c) in-person meetings. Provide copies of written records of each such communication.

17. Document any agreements, including but not limited to consulting agreements, that Alejandro Cohen has with MP and/or the other Licensees. If any agreement is oral, its substance should be reduced to writing. Identify any consideration, if any, that Alejandro Cohen receives pursuant to such agreements.

18. Provide any documents that set forth whom has controlled the Station's operations. Include a description of the methods, if any, by which Licensee communicates regarding management or operation of the Station.

19. Provide a narrative explaining why Alejandro Cohen presented himself as the representative for the Station during the inspection conducted by the FCC's Enforcement Bureau on April 16, 2018.

20. Provide home and business addresses and telephone numbers for: (a) Alejandro Cohen and (b) Mark Allen. Describe the nature and length of their business relationship.

21. Provide a narrative explaining the current status of MP in light of press reports that it suspended operations in January 2018. This narrative should also explain any impact this has had on the Station.

We direct each Licensee, to support its response with an affidavit or declaration under penalty of perjury, signed and dated by an authorized officer of each Licensee with personal knowledge of the representations provided in the Licensees' responses, verifying the truth and accuracy of the information therein and that all the information and/or recordings requested by this letter which are in the Licensees' possession, custody, control or knowledge have been produced. If multiple people contribute to the response, in addition to such general affidavit or declaration of the authorized officer of each Licensee noted above, if such officer (or any other affiant or declarant) is relying on the personal knowledge of any other individual, rather than his or her own knowledge, provide separate affidavits or declarations of each such individual with personal knowledge that identify clearly to which responses the affiant or declarant with such personal knowledge is attesting. All such declarations provided must comply with Section 1.16 of the Rules,¹⁴ and be substantially in the form set forth therein. To knowingly and willfully make any false statement or conceal any material fact in reply to this inquiry is punishable by fine or imprisonment.¹⁵ Failure to respond appropriately to this Bureau letter of inquiry may constitute a violation of the Communications Act of 1934, as amended, and the Rules.¹⁶

The response shall be organized and indexed according to the number of the specific inquiries. Each Licensee shall direct its response to Federal Communications Commission, Office of the Secretary, 445 12th Street, S.W., Room TW-A325, Washington, D.C. 20554, with a courtesy copy to Stephen Svab, Attorney/Advisor, Audio Division, Media Bureau, Federal Communications Commission, 445 12th Street, S.W., Room 2-A525, Washington, D.C. 20554.

We direct each Licensee to provide the information within **thirty (30) days** of the date of this letter. In addition, each Licensee is required to serve a copy of its response to each question on SIM. SIM may file a reply within **fifteen (15) days** from the date on which each Licensee files its response. Any replies should be limited to matters raised by this Letter of Inquiry.

Additionally, unless and until otherwise instructed by the Commission, the Bureau, or their representatives, we hereby direct that each Licensee shall not place in its public file or upload to its online public file this letter, any supplements thereto, or any other correspondence from the Commission concerning this investigation, materials related to such inquiries, Licensees' responses to such inquiries, or any Documents in connection with such responses not otherwise requested to be placed in the public file or uploaded to the online public file.

Failure to respond within the time period specified may result in dismissal of the subject application for failure to respond to official correspondence pursuant to Section 73.3568 of the

¹⁴ 47 CFR § 1.16.

¹⁵ See 18 U.S.C. § 1001; see also 47 CFR § 1.17.

¹⁶ See *SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589 (2002); *Globcom, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 18 FCC Rcd 19893, n.36 (2003); *World Communications Satellite Systems, Inc.*, Forfeiture Order, 19 FCC Rcd 2718 (EB 2004); *Donald W. Kaminski, Jr.*, Forfeiture Order, 18 FCC Rcd 26065 (EB 2003).

Rules¹⁷ or in our making a disposition based on the current record. We will defer action on SIM's Petition pending receipt of the requested response.

Sincerely,



Albert Shuldiner
Chief, Audio Division
Media Bureau

cc: Mr. John Tayloe
Strategic International Ministries
543 Country Club Drive
Simi Valley, CA 93065

¹⁷ 47 CFR § 73.3568.