

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

In re Application of)	
)	
W. Lawrence Patrick, Receiver, Assignor)	
)	
VCY America, Inc., Assignee)	LMS Application File No.
)	0000130216
)	
Application for Consent to Assignment of)	LMS Pleading File Nos. 000035212,
Radio Stations)	0000135211
KFRH(FM), North Las Vegas, NV (FIN: 19062))	
KREV(FM), Alameda, CA (FIN: 36029))	
KRCK-FM, Mecca, CA (FIN: 52908))	

To: Chief, Audio Division, Media Bureau

Response to Reply to Supplements to Opposition to Petition to Deny

W. Lawrence Patrick, Receiver (“Receiver”) and VCY America, Inc. (“VCY”), by counsel, hereby jointly submit this Response to the Reply to Supplements to Opposition to Petition to Deny filed by Royce International Broadcasting Corporation and Silver State Broadcasting, Inc. (together, “Petitioner” or “Royce”) on March 22, 2021 with respect to the above-referenced application for assignment of KFRH(FM), KREV(FM) and KRCK-FM (the “Stations”) from Patrick to VCY (the “Application”).

Petitioner again seeks to interfere with the duties of the Receiver and the sale of the Stations by making false claims about the Receiver and VCY that serve no purpose but to delay grant of the Application. Indeed, it is the Petitioner itself that attempts to mislead the Commission through its assertion that statements in the Second Supplement¹ are false or misleading. Each of the statements

¹ On March 12, 2021, the Receiver and VCY filed their Second Supplement Opposition to Petition to Deny, Pleading File No. 139088, referred to herein as the “Second Supplement.”

the Petitioner identifies was accurate at the time it was made and remains accurate today. Lest there be any doubt, the Receiver and VCY provide the factual basis for each contested statement below and attach unredacted copies of the documents from which each statement originates.

Statement 1: “On March 10, 2021, U.S. Federal District Court Judge Jesus G. Bernal denied the Petitioner’s motion to terminate the receivership and denied the request to enjoin the sale of the station.” Second Supplement at 1.

Source: Civil Minutes for Hearing Dated March 10, 2021, *WB Music Corp. v. Royce Int’l Broad. Corp.*, 16-CV-00600, ECF No. 411 (C.D. Cal. Mar. 10, 2021), attached hereto as Exhibit A: “The Motion to Discharge Receiver, Terminate Receivership, and Enjoin Sale of Defendant’s Radio Stations is DENIED.” The Receiver and VCY attached a copy of the minutes from the March 10 hearing to the Second Supplement. The Court subsequently issued a written order on March 18, 2021, which stated that “[a]fter considering the papers filed in support of and in opposition to the Motion as well as argument at a hearing on March 10, 2021, the Court DENIES the Motion.” See Civil Minutes, Order (1) DENYING Defendant’s Motion to Discharge the Receiver, *WB Music Corp. v. Royce Int’l Broad. Corp.*, 16-CV-00600, ECF No. 413 (C.D. Cal. Mar. 18, 2021), attached hereto as Exhibit B (recognizing Receiver’s argument that “the Court has already approved the sale of the radio stations at issue in the case, and sale of these stations is necessary to pay all outstanding debts of the receivership estate, include a judgment in a second case and the expenses of the Receiver and his employees”).

Statement 2: “Judge Bernal reaffirmed at the hearing that he intends for the Receiver to sell the stations to VCY, again directly contradicting the Petitioner’s position that a grant of the application is premature.” Second Supplement at 2.

Source: Transcript of Hearing Dated March 10, 2021, *WB Music Corp. v. Royce Int’l Broad. Corp.*, 16-CV-00600, 11:22-12:5, attached hereto as Exhibit C: “So the more you delay this,

the more you obstruct, the more you try to interfere with the duties and responsibilities of the Receiver which I have ordered, the less money there will be in the end, because all those fees and all those efforts are not free, eventually. So I'm not going to discharge the Receiver. I'm going to continue on this path, and Mr. Stolz is going to learn, one way or the other, that delaying obstructing and interfering and not complying with my orders ultimately works against his interest.”²

Statement 3: “Furthermore, Petitioner’s appeal to the United States Court of Appeals for the Ninth Circuit appealing the appointment of the Receiver by Judge Bernal has been dismissed with respect to all Corporate defendants.” Second Supplement at 2.

Source: Order, *WB Music Corp. v. Royce Int’l Broad. Corp.*, No. 20-55806 (9th Cir. Feb. 8, 2021), ECF No. 17, attached hereto as Exhibit D: “To date, the corporate appellants have not complied with the court’s order. This appeal is dismissed as to Royce International Broadcasting Corporation, Playa Del Sol Broadcasters, Silver State Broadcasting, LLC, and Golden State Broadcasting, LLC, only.” The Receiver and VCY attached a copy of the referenced order to the Second Supplement. The corporate parties and Mr. Stolz did not file their second Notice of Appeal until March 18, 2021 (six days after the Receiver and VCY filed the Second Supplement).

As demonstrated by the foregoing, the statements in the Second Supplement were accurate. Mr. Patrick and VCY respectfully reiterate their request that the Commission promptly deny the Petition, grant the Application, and take such further action as may be just and proper.

² The Second Supplement did not include a specific citation or quote because the transcript was not yet available.

Respectfully submitted,

W. Lawrence Patrick, Receiver

/s/ Dawn M. Sciarrino

By: Dawn M. Sciarrino
His Attorney

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April 9, 2021

VCY America, Inc.

/s/ Kathryne C. Dickerson

By: Kathryne C. Dickerson
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EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES - GENERAL

Case No. **EDCV 16-00600-JGB (SPx)**

Date **March 10, 2021**

Title ***WB Music Corp, et al. v. Royce International Broadcasting Corporation, et al.***

Present: The Honorable **JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE**

Maynor Galvez / Noe U. Ponce

Phyllis A. Preston

Deputy Clerks

Court Reporter

Attorney(s) Present for Plaintiff(s):

Sharon Douglass Mayo (VTC)
Rory Miller (VTC)
Fred D. Heather (VTC)
Daniel J. Kelly (VTC)
Dawn Sciarrino (VTC)
Laura E. Watson (VTC)
Jackson Wagener (VTC)

Attorney(s) Present for Defendant(s):

Darius G. Adli (VTC)
Dan Alpert (VTC)

Proceedings: Video Telephonic Status Conference and Hearing on Motion to Discharge Receiver, Terminate Receivership, and Enjoin Sale of Defendant's Radio Stations (Dkt. No. 369) - (Held & Completed)

The case is called and counsel state their appearances. Present in person is Ed Stolz. Also present by video telephone conference is receiver W. Lawrence Patrick and Officer and Board Member of Defendants', Debby McKay.

The Court confers with counsel and hears oral argument. **The Motion to Discharge Receiver, Terminate Receivership, and Enjoin Sale of Defendant's Radio Stations is DENIED.** The Court will review the latest filings regarding contempt and issue an order on the matter.

EXHIBIT B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No. **EDCV 16-600 JGB (SPx)**

Date March 18, 2021

Title ***WB Music Corp., et al. v. Royce International Broadcasting Corp., et al.***Present: The Honorable **JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE**

MAYNOR GALVEZ

Deputy Clerk

Not Reported

Court Reporter

Attorney(s) Present for Plaintiff(s):

None Present

Attorney(s) Present for Defendant(s):

None Present

Proceedings: Order (1) DENYING Defendant's Motion to Discharge the Receiver (Dkt. No. 369)

Before the Court is a Motion to Discharge the Receivership filed by Defendants Golden State Broadcasting LLC, Play Del Sol Broadcasters, Royce International Broadcasting Corporation, Silver State Broadcasting LLC, and Edward R. Stolz II ("Defendants"). ("Motion," Dkt. No. 369.) After considering the papers filed in support of and in opposition to the Motion as well as argument at a hearing on March 10, 2021, the Court DENIES the Motion.

I. BACKGROUND

The Court relates only those portions of the background of this case germane to the instant Motion. The Court entered final judgment on May 22, 2018 against Defendants, awarding Plaintiffs \$330,000 in statutory damages. (Dkt. No. 190.) The Court awarded Plaintiffs \$864,278.75 in attorneys' fees and \$43,333.34 in costs on July 9, 2018. (Dkt. No. 200.) On August 6, 2018, the Court consolidated all judgments, costs, and fees into a single sum due by Defendants. ("Amended Judgment," Dkt. No. 209.)

Defendants, however, did not immediately satisfy the Amended Judgment. Instead, nine months of evasive maneuvers ensued. Finally, on June 14, 2019, Plaintiffs moved for contempt sanctions and for the appointment of a receiver. (Dkt. Nos. 237, 239.) The Court gave Defendants over a year beyond the date of those motions to satisfy the Amended Judgment. Finally, on July 6, 2020, Defendants' post-judgment conduct forced the Court to appoint a receiver, W. Lawrence Patrick ("the Receiver" or "Mr. Patrick"), on July 6, 2020, to oversee Defendants' radio stations. ("Order Appointing Receiver," Dkt. No. 284.)

Finally, on November 12, 2020, Defendants deposited \$1,301,523.16 with the Court, satisfying the Amended Judgment. (Dkt. No. 333.) On November 20, 2020, the Court awarded Plaintiffs \$230,178.50 in post-judgment costs and fees. (“Second Fee Award,” Dkt. No. 337.) On January 13, 2021, the Court determined that the amounts of the Second Fee Award and other outstanding amounts owed totaled \$384,124.20. (“Second Amended Judgment,” Dkt. No. 350.) On February 3, 2021, Defendants deposited \$384,150.00 with the Court. (Dkt. No. 367.)

Defendants filed this Motion on that same day. The Receiver opposed on February 14, 2021. (“Opposition,” Dkt. No. 377.) Interested party Bellaire Tower Homeowners Association opposed on that same day. (“Bellaire Towers Opposition,” Dkt. No. 378.) Defendants replied in support of the Motion on February 22, 2021. (“Reply,” Dkt. No. 382.) Interested party VCY America, Inc. filed a statement of interest on March 3, 2021. (Dkt. No. 398.) Defendants filed a status report in support of the Motion on March 11, 2021. (“Status Report,” Dkt. No. 409.)

II. LEGAL STANDARD

Cal. Civ. Proc. § 708.620 provides that “[t]he court may appoint a receiver to enforce the judgment where the judgment creditor shows that, considering the interests of both the judgment creditor and the judgment debtor, the appointment of a receiver is a reasonable method to obtain the fair and orderly satisfaction of the judgment.” Similarly, Rule 66 of the Federal Rules of Civil Procedure (“Rules”) allows the appointment of a receiver.

When to terminate a receivership is much less clear. At common law, a person was entitled to have a receivership terminated and his property returned to him upon full payment of a debt or judgment. Milwaukee & M.R. Co. v. Soutter, 69 U.S. 510, 521–22 (1864). However, courts more recently have found that “it is discretionary and not incumbent upon the court to dismiss the receiver when the debt is discharged.” Consol. Rail Corp. v. Fore River Ry. Co., 861 F.2d 322, 327–28 (1st Cir. 1988). See also, e.g., Sec. & Exch. Comm’n v. An-Car Oil Co., 604 F.2d 114, 119 (1st Cir. 1979) (“[t]he district court possesses a broad range of discretion in deciding whether or not to terminate an equity receivership”); Milo v. Curtis, 100 Ohio App. 3d 1, 8, 651 N.E.2d 1340, 1345 (1994) (court must consider “any relevant equitable considerations” before terminating a receivership and find “some cognizable need or risk of unfair prejudice” in order to continue it).

Generally, a court will not entertain a motion for termination of a receivership until the Receiver prepares a final accounting. 65 Am. Jur. 2d Receivers § 146. For example, a court in the District of Hawaii considering a disputed question of terminating a receivership required the receiver to “file a final accounting with the Court” and “perform any other action necessary to wind up the receivership” by a specified date before parties could file a motion to terminate the receivership. Bruser v. Bank of Hawaii, No. CV 14-00387 LEK-RLP, 2020 WL 5845713, at *5 (D. Haw. Sept. 30, 2020)

III. DISCUSSION

Defendants move the Court to terminate the receivership because they allege that they have fully satisfied the judgments issued in this case. (Motion at 2.) The Receiver does not dispute that the Defendants have satisfied the judgments; rather, he opposes dissolution of the receivership on the grounds that the Court has already approved the sale of the radio stations at issue in the case, and sale of these stations is necessary to pay all outstanding debts of the receivership estate, include a judgment in a second case and the expenses of the Receiver and his employees. (Opposition at 2-3.)

Termination of a receivership is an equitable question, and unfortunately, neither the legal nor the factual equities favor Defendants. The caselaw supports continuation of the receivership. The court in Consolidated Railroad Corporation declined to terminate a receivership where a debt was satisfied until the debts of non-party creditors had been satisfied as well: “In this way the court can ensure that the receiver will not deplete all of the debtor’s assets on behalf of one creditor, leaving other creditors without remedy.” 861 F.2d at 327–28. In that case, the appellate court affirmed the district court’s decision to “retain jurisdiction until it is satisfied that Conrail has collected the funds due to it and that collection thereof by the receiver has not unfairly prejudiced [defendant’s] other creditors.” *Id.* at 328. That logic, in a nearly identical procedural posture, is applicable to the instant case as well. Defendants owe at least one other creditor a sum that has been reduced to judgment, and Mr. Patrick has been appointed Receiver in that case as well. (See Bellaire Towers Opposition.) Under Consolidated Railroad Corporation, the Court is within its discretion to prolong the receivership in order to ensure that the satisfaction of the judgments in the instant case has not prejudiced other creditors.

Additionally, as outlined above, courts normally do not terminate receiverships until the Receiver prepares a final accounting. This makes logical sense: a court must ensure that a receiver will be compensated for his time managing the property of one of the parties. So too in this case. The Receiver has indicated that he has outstanding bills to collect, and Defendants have indicated that they intend to challenge those amounts. (Opposition at 2-3; Reply at 4-6.) As other district courts in the Ninth Circuit have done, the Court declines to terminate the receivership until those amounts are determined.

The Court is not required to prolong the receivership until these amounts are satisfied; indeed, as Defendants point out, the Court could terminate the receivership at this juncture. (Status Report at 2.) However, the factual equities do not favor Defendants. The Court was forced to appoint the Receiver because Defendants failed to satisfy the Amended Judgment for two years. The Court simply cannot trust Defendant Ed Stolz’s representations that he will satisfy amounts due in the future.

IV. CONCLUSION

For the reasons above, the Court DENIES Defendants' Motion.

IT IS SO ORDERED.

EXHIBIT C

<div>1</div> <div>1 UNITED STATES DISTRICT COURT</div> <div>2 CENTRAL DISTRICT OF CALIFORNIA</div> <div>3 EASTERN DIVISION-RIVERSIDE</div> <div>4 - - -</div> <div>5 HONORABLE JESUS G. BERNAL, DISTRICT JUDGE PRESIDING</div> <div>6 - - -</div> <div>7 WB MUSIC CORPORATION, et al.,)</div> <div>8 Plaintiffs,)</div> <div>9 vs.) No. EDCV 16-600-JGB</div> <div>10 ROYCE INTERNATIONAL BROADCASTING)</div> <div>11 CORPORATION, et al.,)</div> <div>12 Defendants.)</div> <div>13</div> <div>14 REPORTER'S TRANSCRIPT OF MOTION PROCEEDINGS</div> <div>15 Riverside, California</div> <div>16 Wednesday, March 10, 2021</div> <div>17 2:09 p.m.</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22 PHYLLIS A. PRESTON, CSR, FCRR</div> <div>23 Federal Official Court Reporter</div> <div>24 United States District Court</div> <div>25 3470 Twelfth Street</div> <div>Riverside, California 92501</div> <div>stenojag@aol.com</div>	<div>3</div> <div>1 WEDNESDAY, MARCH 10, 2021; RIVERSIDE, CALIFORNIA</div> <div>2 -o0o-</div> <div>3 THE CLERK: Calling Item No. 1 on the calendar, EDCV</div> <div>4 16-600-JGB, WB Music Corp., et al., v. Royce International</div> <div>02:09 5 Broadcasting Corporation, et al.</div> <div>6 Counsel, please state your appearances for the</div> <div>7 record.</div> <div>8 MS. MAYO: Good afternoon, Your Honor. Sharon Mayo</div> <div>9 and Laura Watson on behalf of the plaintiffs along with Jackson</div> <div>02:09 10 Wagener from ASCAP also on behalf of the plaintiffs.</div> <div>11 THE COURT: Good afternoon.</div> <div>12 MR. ADLI: Good afternoon, Your Honor. Dariush Adli</div> <div>13 on behalf of defendants with Ben Jakovijevic also on behalf of</div> <div>14 the defendants from the Adli Group, and Dan Alpert who is the</div> <div>02:09 15 FCC counsel for the defendants also in Washington, DC, and</div> <div>16 Ms. Debby McKay who is a corporate board member also present.</div> <div>17 THE COURT: Good afternoon.</div> <div>18 MR. HEATHER: Good afternoon, Your Honor. Fred</div> <div>19 Heather on behalf of the Receiver, Larry Patrick, who is</div> <div>02:10 20 present, along with my colleague, Rory Miller, and FCC counsel</div> <div>21 Dawn Sciarrino.</div> <div>22 THE COURT: Good afternoon, Mr. Heather and the</div> <div>23 others. And Mr. Adli is present -- I mean Mr. Stolz is present</div> <div>24 in court.</div> <div>02:10 25 MR. STOLZ: Good afternoon.</div>
<div>2</div> <div>1 APPEARANCES BY ZOOM:</div> <div>2</div> <div>3 For the Plaintiffs:</div> <div>4 Arnold & Porter Kaye Scholer LLP</div> <div>5 BY: SHARON MAYO</div> <div>6 LAURA WATSON</div> <div>7 777 South Figueroa Street, 44th Floor</div> <div>8 Los Angeles, California 90017</div> <div>9 American Society of Composers</div> <div>10 Authors and Publishers</div> <div>11 BY: JACKSON WAGENER</div> <div>12 1900 Broadway</div> <div>13 New York, NY 10023</div> <div>14</div> <div>15 For the Defendants:</div> <div>16 Adli Law Group PC</div> <div>17 BY: DARIUSH ADLI</div> <div>18 BEN JAKOVIJEVIC</div> <div>19 444 South Flower Street, Suite 3100</div> <div>20 Los Angeles, California 90071</div> <div>21</div> <div>22 For the Receiver Lawrence Patrick:</div> <div>23 Glaser Weil Fink Howard Avchen & Shapiro</div> <div>24 BY: RORY MILLER</div> <div>25 FRED HEATHER</div> <div>10250 Constellation Boulevard, 19th Floor</div> <div>Los Angeles, California 90067</div> <div>Present in the courtroom:</div> <div>Edward Stolz</div> <div>Also present via ZOOM:</div> <div>Lawrence Patrick</div> <div>Dan Alpert</div> <div>Debby McKay</div> <div>Dawn Sciarrino</div>	<div>4</div> <div>1 THE COURT: Good afternoon, Mr. Stolz.</div> <div>2 So we're here primarily to determine or to argue</div> <div>3 whether or not the receivership should be discharged. So I</div> <div>4 know that the plaintiffs -- I mean the defendant has filed a</div> <div>02:10 5 motion to discharge the Receiver on the primary argument that</div> <div>6 the judgment has been satisfied or can be satisfied by the</div> <div>7 funds that have been deposited with the court. The Receiver</div> <div>8 opposes the discharge on several grounds.</div> <div>9 So can you give me, Mr. Heather or Mr. Miller, can</div> <div>02:11 10 you give me your argument as to why, even if you do not dispute</div> <div>11 that the judgment has been satisfied or can be satisfied by the</div> <div>12 deposited amount, that the Receiver should not be discharged</div> <div>13 and what would happen -- what are the perils or the dangers</div> <div>14 should I discharge the Receiver at this point, from your view.</div> <div>02:11 15 MR. HEATHER: Your Honor, if I may. If I understand</div> <div>16 what Your Honor just asked, first, with regard to satisfaction,</div> <div>17 the deposited funds does not satisfy the judgment and,</div> <div>18 according to the papers filed by the plaintiff, Mr. Stolz has</div> <div>19 refused to stipulate to the release of those funds. In</div> <div>02:11 20 addition, so to that extent --</div> <div>21 THE COURT: Let me stop you right there. Why do you</div> <div>22 think that the amount deposited does not satisfy the judgment?</div> <div>23 MR. HEATHER: Because of the authorities cited, Your</div> <div>24 Honor, that says that the deposited funds simply stops the</div> <div>02:12 25 accrual of interest but actual payment to the creditor is a</div>

<p style="text-align: right;">5</p> <p>1 necessary step. In addition, Mr. Stolz last month, I believe 2 on February 11th, filed a notice of appeal with regard to the 3 judgment. So a judgment that's impaired by a pending appeal I 4 think cannot, as a matter of law, be satisfied.</p> <p>02:12 5 And then finally, by Rule 60 of the Federal Rules of 6 Civil Procedure provides that where a judgment has been 7 satisfied, the Court may relieve, may relieve a party from that 8 judgment depending on whether or not it is equitable. And 9 these circumstances is another part of my argument. The 02:12 10 equities do not favor Mr. Stolz. They favor the receivership 11 estate and the creditors of that estate. 12 Mr. Adli cites for his authority the fact that 28 USC 13 2001 says that the Court erred in not sending out the real 14 property to be appraised by three appraisers, et cetera, but 02:13 15 that statute is irrelevant because it involves the sale of real 16 property. This is the sale of licenses. The other aspects of 17 the stations operation are substantially if not completely 18 leased, and those leases, to a great extent, are in default. 19 So his authority doesn't apply. And we have cited authority 02:13 20 from the Ninth Circuit saying Your Honor has broad discretion 21 to impose the receivership on the exoneration of all just 22 creditors against the receivership estate. 23 If I may briefly -- 24 THE COURT: Let me stop you right there, Mr. Heather.</p> <p>02:14 25 What are -- in your mind or your understanding at this point,</p>	<p style="text-align: right;">7</p> <p>1 to Court approval, for the stations along with a lot of other 2 aspects of authority, including the right to receive fees and 3 to appoint an accountant, et cetera. There is nothing in this 4 order that says except to the extent that Mr. Stolz decides at 02:16 5 long last to satisfy the judgment. 6 And then the second order which I think is 7 controlling is the order authorizing the sale, and Your Honor 8 authorized the sale and directed that it be closed 9 expeditiously, hopefully by the end of last year. And 02:16 10 obviously, to a large extent, because of Mr. Stolz's conduct 11 and obstruction it couldn't be closed by the end of last year. 12 But again, there is no exception there. 13 And then finally there is one additional if not 14 creditor, but in terms of the equities, is YCY who is the buyer 02:17 15 who relied in part not on Your Honor's order alone but on the 16 fact that Mr. Stolz had professed he had no assets to satisfy 17 the judgment other than the value of the stations. That, 18 obviously, was a misrepresentation. He has now at long last 19 professed, at least to some extent, what other assets he has at 02:17 20 his disposal. 21 But in terms of the overall equities, the harm, to 22 answer Your Honor's question, would be to the Receiver, to all 23 those creditors, to the good faith third-party buyer and 24 overall, frankly, to the integrity of this judicial process. 02:17 25 Because what Your Honor would be doing would be rewarding a</p>
<p style="text-align: right;">6</p> <p>1 who are the creditors of the receivership estate at this point, 2 the lessors of the property? 3 MR. HEATHER: Well, the creditors of the estate, 4 obviously, are the plaintiffs who have a judgment. Then, in 02:14 5 addition, there are -- there is Crown Castle who has made a 6 claim for approximately \$850,000 in unpaid rent for a tower and 7 transmission site by Mt. Potosi in Las Vegas. Bellaire Tower 8 Homeowners Association which has a judgment which has been 9 upheld by the Ninth Circuit worth in excess of \$300,000. I 02:14 10 don't have the exact number because there is a daily accrual of 11 interest. 12 Mr. Chuck Haas is due in excess of \$175,000 in unpaid 13 rent for a tower and transmission site in Candlestick Park, San 14 Francisco, by KREV-FM; and Broadcast Music, Inc., the Companion 02:15 15 Music Performance Licensing Society to ASCAP. And then, 16 obviously, finally, there is the Receiver and his fees and the 17 commission to which he's entitled, and obviously the Receiver's 18 counsel. 19 I might say I think that the controlling law as to 02:15 20 Your Honor's decision are Your Honor's orders. As I know the 21 Court is aware, the judgment in this case was in 2018, but that 22 followed 10 years of Mr. Stolz broadcasting copyrighted music 23 without paying the licensing fees that are due songwriters and 24 music publishers. And when Your Honor appointed Mr. Patrick, 02:16 25 among his authority was to seek a sale, which would be subject</p>	<p style="text-align: right;">8</p> <p>1 person who has obstructed and lied and deceived for years to 2 avoid his lawful obligations. 3 THE COURT: Thank you. Mr. Adli. 4 MR. ADLI: Well, Your Honor, those points have been 02:18 5 addressed in the papers that were submitted by the Receiver 6 opposing our motion to dismiss the Receiver. A lot of this was 7 not raised. Generally they were saying, basically, all they 8 have is Mr. Stolz is a bad guy, Your Honor, take his stuff away 9 from him, he deserves it, that's basically what they were 02:18 10 saying. Your Honor has discretion. The Court has discretion. 11 Mr. Stolz is the bad guy, take this away, and we addressed all 12 of those points. 13 THE COURT: Hold on, Mr. Adli. You're doing it 14 again. Speak slower and clearly so I and the court reporter 02:18 15 can hear you. 16 MR. ADLI: Thank you, Your Honor. I will. I'll try. 17 The point here, Your Honor, is that all of the points raised by 18 the Receiver in their opposition to the defendants' motion to 19 dismiss the Receiver have been addressed in the papers that we 02:19 20 submitted to the Court. 21 As far as the Receiver is concerned, the Receiver was 22 appointed specifically under federal and state court law for 23 the purpose of satisfying the judgment, that was the charge of 24 the Receiver. Later on the Court expanded that somewhat by 02:19 25 saying that, I will dismiss the Receiver -- I will consider</p>

<p style="text-align: right;">9</p> <p>1 dismissing the Receiver after the judgment and also 2 post-judgment fees and costs have been addressed. Those have 3 been taken care of. Both the judgment and the amended 4 judgment, second-amended judgment have now been fully satisfied 02:19 5 and without objection to the release of those funds to the 6 plaintiffs. That's not an issue. So the plaintiff will be 7 fully compensated in full for everything that has happened, for 8 any reason that the Receiver was appointed for. 9 Now, No. Two, the creditors, to the extent that there 02:19 10 are any creditors, only Bellaire is a judgment creditor, the 11 other ones are only claimants. Bellaire's case is before a 12 different court in San Francisco where the Receiver -- the same 13 Receiver, Mr. Patrick, was appointed under the authority of the 14 San Francisco court, and they can proceed accordingly. The 02:20 15 other claimants, their claim has not been reduced to judgment. 16 We do not know if they were going to survive the judgment 17 process and how much they are going to be at the end. That may 18 be months or years down the road. So it would be unfair to 19 keep the Receiver in place for a claim that has not even 02:20 20 matured into a judgment. 21 And as far as the purchaser, of course the purchaser 22 is trying to get a good deal. There's no blame on them for 23 trying to get something in a liquidation sale, so to speak, or 24 a foreclosure sale at a very depressed price. But that doesn't 02:20 25 mean that Mr. Stolz's life has to be taken away from him when</p>	<p style="text-align: right;">11</p> <p>1 he could maintain ownership of the stations. 2 I believe that three years almost, since May of 2018 3 until today, to collect on a judgment, obviously, is very 4 excessive. To the extent that Mr. Stolz has recently deposited 02:23 5 funds with the court, there has been no explanation provided to 6 me why those funds would not have been deposited a lot earlier. 7 It seems to the Court that it was only when the Court appointed 8 a Receiver and it began to turn the screws, so to speak, on 9 Mr. Stolz regarding my imposition of contempt and other 02:23 10 sanctions that he decided finally to, I guess, liquidate the 11 family trust or whatever he did to satisfy or try to satisfy 12 the judgment. 13 So to discharge the Receiver at this point I think 14 would be, in a sense, to reward Mr. Stolz for the gamesmanship 02:23 15 that has been very clear to the Court for almost three years 16 since the final judgment was entered in May of 2018. So I 17 agree wholeheartedly that the equities point against Mr. Stolz. 18 He's the one that's been delaying this process. 19 And I believe, you must realize, Mr. Stolz, that to 02:24 20 the extent that the Receiver and his counsel incur fees because 21 of your delaying tactics, those fees will eventually be paid by 22 you or the stations. So the more you delay this, the more you 23 obstruct, the more you try to interfere with the duties and 24 responsibilities of the Receiver which I have ordered, the less 02:24 25 money there will be in the end, because all those fees and all</p>
<p style="text-align: right;">10</p> <p>1 he has already satisfied the judgment. 2 And as far as the Receiver's fees and commission and 3 counsels' fees and expenses, those can be submitted to the 4 Court in due process. 02:21 5 THE COURT: Mr. Adli, I'm going to have to stop you 6 again because you're speaking too fast again. I'm not able to 7 understand you. So every time I warn you not to do that, you 8 start out fine but then you do it again, so your argument is 9 over. 02:21 10 So in thinking about this, I do agree with 11 Mr. Heather regarding the equities in this case. Final 12 judgment in this case was entered back in May of 2018, that's 13 almost three years ago. And ever since that time the 14 plaintiffs have been, I believe in good faith, trying to 02:21 15 collect on that judgment. There was then a motion to contempt 16 in June of 2019, almost two years ago, for Mr. Stolz's failure 17 to provide post-judgment discovery. More recently there have 18 been numerous motions regarding contempt. And it's obvious to 19 the Court, both from the declarations that have been submitted 02:22 20 by the Receiver and plaintiffs' counsel as well as for my 21 questioning of Mr. Stolz here in court, that Mr. Stolz has not 22 been acting in good faith, has not been forthcoming with the 23 necessary information, has, in essence, played games with the 24 collection, I believe, in the hopes of stalling this process 02:22 25 long enough for me to find the judgment has been satisfied and</p>	<p style="text-align: right;">12</p> <p>1 those efforts are not for free, eventually. So I'm not going 2 to discharge the Receiver. I'm going to continue on this path, 3 and Mr. Stolz is going to learn, one way or the other, that 4 delaying, obstructing and interfering and not complying with my 02:24 5 orders ultimately works against his interest. 6 MR. ADLI: Your Honor, may I be heard? 7 THE COURT: That will be the order. 8 No, that was my ruling. You were heard. 9 So what other things do we have to take care of 02:25 10 today? 11 MR. MILLER: Your Honor, this is Rory Miller for the 12 Receiver. We were also to address today the misrepresentations 13 and continued obstruction of evidentiary proceedings and 14 Mr. Stolz's statements under oath. I don't know if Your Honor 02:25 15 wants to still raise that today, but that was for today's 16 hearing. 17 THE COURT: Yes. Have you filed anything recently on 18 your now sense of how he was either not truthful or his efforts 19 have been lacking since we last met? 02:25 20 MR. MILLER: Yes, Your Honor. We filed our first 21 submission on the 4th before noon, as Your Honor had ordered. 22 That's Docket No. 400. Since that time there have been two 23 additional supplements by the Receiver, Document No. 403, which 24 was filed on the 5th because Mr. Stolz had held off disclosing 02:26 25 some information until after we submitted the response. And</p>

<p>13</p> <p>1 then most recently, yesterday, we filed Document No. 406 which</p> <p>2 highlighted further statements under oath by Mr. Stolz. And</p> <p>3 currently there were also two declarations filed by counsel for</p> <p>4 Bellaire Homeowners Association. Those are Document Nos. 401</p> <p>02:26 5 and I want to say 405, both of which identify substantial</p> <p>6 misrepresentations while under oath and while under examination</p> <p>7 by both the Court and counsel regarding the status of that</p> <p>8 claim as well. So we've put all of those along with the</p> <p>9 supporting documents in front of Your Honor and they are all on</p> <p>02:26 10 file.</p> <p>11 THE COURT: So I have not reviewed all of those</p> <p>12 documents. I will review those documents. I will issue the</p> <p>13 order regarding denial of the discharge of the Receiver. And</p> <p>14 after I review those documents, I will inform you, all of you</p> <p>02:27 15 what the next step is I think that we should take.</p> <p>16 So we will adjourn for today.</p> <p>17 MR. ADLI: Your Honor, may I be heard?</p> <p>18 THE COURT: On?</p> <p>19 MR. ADLI: Your Honor, may I be heard? This is</p> <p>02:27 20 Dariush Adli.</p> <p>21 THE COURT: On what?</p> <p>22 MR. ADLI: On both issues. On the issue of</p> <p>23 compliance with the Court's orders.</p> <p>24 THE COURT: No. I haven't even read all the</p> <p>02:27 25 documents. So you will be heard when and if we meet again</p>	<p>15</p> <p>1 MR. HEATHER: Thank you, Your Honor.</p> <p>2 (Proceedings concluded.)</p> <p>3 -o0o-</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p>14</p> <p>1 regarding noncompliance. If you want to be heard, the best</p> <p>2 thing to do is file a pleading in response to what's already</p> <p>3 been filed by the Receiver.</p> <p>4 MR. ADLI: I also want to direct the Court's</p> <p>02:27 5 attention to the settlement negotiations which were ongoing</p> <p>6 between the two sides, defendant and the plaintiff, back in the</p> <p>7 summer, and we almost --</p> <p>8 THE COURT: Mr. Adli, again, either something is</p> <p>9 wrong with your microphone or you're speaking too fast. I'm</p> <p>02:28 10 not able to understand what you're saying, so it's -- you know,</p> <p>11 you were speaking, but I'm not understanding.</p> <p>12 MR. ADLI: Can you understand me now, Your Honor?</p> <p>13 THE COURT: Yes, but in two minutes I won't because</p> <p>14 you'll be talking fast again.</p> <p>02:28 15 MR. ADLI: No, I won't.</p> <p>16 THE COURT: Yes, you will. Let's stop it right</p> <p>17 there. And if you want to be heard again, you'll be heard at</p> <p>18 the next hearing. I counsel you, Mr. Adli, to appear in person</p> <p>19 because, again, I'm having a hard time understanding you with</p> <p>02:28 20 your microphone. And if you want to be heard, submit something</p> <p>21 in response to what's already been filed by the plaintiff</p> <p>22 and/or the Receiver.</p> <p>23 So we'll adjourn for today and I'll issue subsequent</p> <p>24 orders regarding further proceedings.</p> <p>02:28 25 Thank you, counsel.</p>	<p>16</p> <p>1 CERTIFICATE OF OFFICIAL REPORTER</p> <p>2</p> <p>3</p> <p>4 I, PHYLLIS A. PRESTON, FEDERAL OFFICIAL REALTIME</p> <p>5 COURT REPORTER, IN AND FOR THE UNITED STATES DISTRICT COURT FOR</p> <p>6 THE CENTRAL DISTRICT OF CALIFORNIA, DO HEREBY CERTIFY THAT</p> <p>7 PURSUANT TO SECTION 753, TITLE 28, UNITED STATES CODE THAT THE</p> <p>8 FOREGOING IS A TRUE AND CORRECT TRANSCRIPT OF THE</p> <p>9 STENOGRAPHICALLY REPORTED PROCEEDINGS HELD IN THE</p> <p>10 ABOVE-ENTITLED MATTER AND THAT THE TRANSCRIPT PAGE FORMAT IS IN</p> <p>11 CONFORMANCE WITH THE REGULATIONS OF THE JUDICIAL CONFERENCE OF</p> <p>12 THE UNITED STATES.</p> <p>13</p> <p>14</p> <p>15 DATED THIS 17TH DAY OF MARCH, 2021</p> <p>16</p> <p>17</p> <p>18 /s/ PHYLLIS A. PRESTON</p> <p>19</p> <p>20 PHYLLIS A. PRESTON, CSR No. 8701, FCRR</p> <p>21 FEDERAL OFFICIAL COURT REPORTER</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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EXHIBIT D

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

FILED

FEB 8 2021

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

WB MUSIC CORP.; et al.,

Plaintiffs-Appellees,

v.

ROYCE INTERNATIONAL
BROADCASTING CORPORATION; et al.,

Defendants-Appellants,

W. LAWRENCE PATRICK,

Receiver-Appellee.

No. 20-55806

D.C. No. 5:16-cv-00600-JGB-SP
Central District of California,
Riverside

ORDER

On January 6, 2021, the court ordered new counsel to file a notice of appearance for appellants Royce International Broadcasting Corporation, Playa Del Sol Broadcasters, Silver State Broadcasting, LLC, and Golden State Broadcasting, LLC, within 28 days after the date of the order. The order warned that failure to comply would result in dismissal for failure to prosecute as to the corporate appellants. To date, the corporate appellants have not complied with the court's order. This appeal is dismissed as to Royce International Broadcasting Corporation, Playa Del Sol Broadcasters, Silver State Broadcasting, LLC, and Golden State Broadcasting, LLC, only. See 9th Cir. R. 42-1.

A copy of this served on the district court shall, 21 days after the date of this

order, become the mandate of this court as to Royce International Broadcasting Corporation, Playa Del Sol Broadcasters, Silver State Broadcast, LLC, and Golden State Broadcasting, LLC, only.

The appeal will proceed as to the remaining parties.

Appellant Edward R. Stolz's opening brief is now due March 10, 2021. The answering brief is due April 9, 2021. The optional reply brief is due within 21 days after service of the answering brief.

FOR THE COURT:

MOLLY C. DWYER
CLERK OF COURT

By: Sofia Salazar-Rubio
Deputy Clerk
Ninth Circuit Rule 27-7

CERTIFICATE OF SERVICE

I, Ari Meltzer, hereby certify that on this 9th day of April, 2021, I caused a copy of the foregoing Response to Reply to Supplements to Opposition to Petition to Deny to be sent by U.S. first class mail to:

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/s/ Ari Meltzer /s/
Ari Meltzer

* via email only