

Before The
Federal Communications Commission
Washington D.C. 20554

Re: Petition To Deny
WJCP Facility ID 61196
W249DG Facility ID 141722

Supplement Petition To Deny

New Beginnings Movement (NBM) is a Party in Interest and as a result of non payment of the full purchase price (of W249DG) is aggrieved. Additionally Tom and Diana Taylor provided a lien on the Transmitter site and equipment of WJCP until the full purchase price is paid.

Issues with the Commissions CDBS system did not allow upload of the Contract, Statement, and proof that the mailing to WJCP took place at the location assigned in the Agreement between the parties.

As a result of actions by Keith Reising, WJCP, and Tom and Diana Taylor violating the Agreement with NBM the response was untimely. This was a result of the illegal acts of Tom and Diana Taylor and Reising, the Licensee currently

in control of WJCP and W249DG. Tom and Diana Taylor did not make NBM aware of any Agreement with a third party in violation of the contract. As a result of non payment the Taylors are in default. NBM has requested the Commission return the License for W249DG to NBM as there is an Agreement in place and the Taylors have violated the Agreement by using another party, Jennings County Promotion Partners and Keith Reising.

Misrepresentations by Tom Taylor to cover the default are included in his response. Petitioner notes that Tom and Diana Taylor did not in fact make a single payment for W249DG. In fact the only payment was made by Keith Reising who had no involvement in the Agreement. This payment is the first evidence of pre control of the License for WJCP.

Taylor lies to the Commission saying there was no third party involvement in the W249DG transfer from NBM or it's current proposed transfer. Taylor lies that he made payments to NBM when the only payment made was by Keith Reising and Jennings County Promotion Partners.

Findings Of Fact

- 1). Tom Taylor lied within his Declaration in this matter concerning he as a single proprietor closed on the purchase of W249DG. In fact the Taylors have never made any payment for W249DG to NBM. The proposal to transfer W249DG had another party involved, Keith Reising who made the single payment, and this was not disclosed within the filing to NBM or the Commission. This is evident proof Staff and NBM were lied to in the transfer. Misrepresentation by Reising and Taylor. As Keith Reising, not Tom Taylor made the single payment the transfer should be rescinded as NBM and Commission Staff received misrepresentation by Taylor and Reising. Staff and NBM were lied to.
- 2). Taylor misrepresents the change from one Licensee to another (Indiana Community Radio) to NBM is simply a name change. He lied about Reising's involvement before the transfer of W249DG to Staff in his declaration.
- 3). Taylor was sent copies of the Petition, Contract, and Statement to the contractual address. He has Reising's attorney and Reising paying bills and this is evident as Reising made the single payment for W249DG, not Taylor.

4). Taylor claims to have copies of checks however does not provide them. The single Payment for W249DG prior to transfer was made by Keith Reising who was and is an unrelated third party to the contract and not the Taylors. This was a devious effort to traffic the facility prior to Commission approval of the transfer to Taylor and bypassed Taylor directly to Reising. NBM provides copies of the single payment within this filing noting it is by the Licensee who is running the station now, Keith Reising. Taylor has not made a single payment.

5). Taylor claims all funds have been paid to ICR/NBM and Martin Hensley by Taylor. Another lie to cover himself and Keith Reising. ICR and NBM are two separate Licensees. They are 2 separate Indiana Non Profit Corporations. No checks were paid to Martin Hensley who is a Board Member and Martin Hensley received no funds as alleged. Taylor had money problems and Keith Reising stepped in. Reising, not Taylor, was in control of WJCP and W249DG prior to the W249DG transfer. Reising made the only payment in this agreement and this violates the Agreement and transfer to Tom and Diana Taylor at the Commission as they involved a third party. The W249DG License should be returned to NBM because of misrepresentation to the Commission.

6). Taylor again misrepresents the payments (in full) to an Individual, not to a specific Corporation or to a specific Licensee. Taylor does not know how a License works. This is evident by his pre control transfer to Reising. The check from Reising to pay for a portion of the translator is included showing pre control. This was before the LMA presented to Staff in the current proceeding. All hidden from Staff and the Public.

7). Taylor did not close or could not close with ICR. Taylor did not have funds to make payments. Taylor came with a sob story that he still wanted to close on the sale but did not have the money. Taylor was given a new Agreement by NBM and signed this agreement which was filed and accepted by Commission Staff. Using an agreement with one party to transfer a facility to an unrelated third party violates Commission Rules. Taylor even notes in his Declaration in this proceeding he has lied by saying there was no Agreement until after the translator was transferred. How and why did Keith Reising's company become involved in making the single payment noted herein by exhibit.

8). NBM , if notified by the Taylors or the current operator of WJCP and W249DG, would have known about the proposed transfer before it was reported on the internet and could

have provided a timely response and Petition To Deny.

Taylor simply lies to cover himself and Reising. The check from Reising is proof. Reising has lied by misrepresentation of his involvement in pre control.

9). NBM should not be penalized for the actions of the Taylors and Keith Reising who has already assumed the operation of W249DG. The Taylors should have notified NBM prior to any third party agreement as they had a valid contract with NBM requiring this.

10).The Taylors have not Defacto transferred but actually transferred the License and operation of WJCP and W249DG (not W249DQ as their response states). The facility has moved to a new studio location purchased by the Licensee Reising, acting owner of WJCP, believing that the Commission will eventually transfer the License although it has not. There is no mention in any of the newspaper articles which clearly indicate the reins and operation have already been turned over to Reising that this is pending Commission approval. Clearly the License has already transferred. Keith Reising made the single payment to NBM, not the Taylors in violation of the Agreement. Taylor lied and told NBM Jennings County Promotion Partners was one of his bank accounts. This is pre control of the License before it

transferred from NBM by Reising. This violates the Agreement with NBM and Commission Rules. NBM wants the transfer of W249DG to Reising revoked and returned to NBM.

11). The Licensees, Reising and Taylor, have not been truthful with respect to pre control. They have lied by actual statements which are untruthful and by failure to disclose material facts. In his Declaration Taylor claims to be "Sole Operator" however Tom and Diana Taylor purchased W249DG for Keith Reising with money from Keith Reising prior to any filed LMA or Agreement and in violation of the Agreement which violates Federal Law overseen by Commission Staff. This level of misrepresentation normally triggers a License Hearing and should. Taylor does not disclose the entire operation and License are controlled by another entity now and were well before the transfer of W249DG from NBM or the filing of the LMA for WJCP.

12). The Response to the Petition by NBM by Reising, Taylor is not in control, is flawed as it proposes a different call sign for W249DG (W249DQ) and should be stricken in its entirety. Reising fails to note his involvement in the purchase of W249DG which pre empts Commission Rules on transfer of control. Reising has used his lawyer to cover

himself and by doing so has lacked candor in this proceeding.

13). The operation of WJCP now rebroadcasts programming provided by third party Keith Reising using the format "Korn Country" in use on other Reising facilities. This violates the Agreement with NBM and the transfer of W249DG should be returned to NBM.

14). Programming formerly on WJCP has been transferred to Good Shepard Radio, another Reising group in the marketplace. This violates the Agreement with NBM and the transfer of W249DG should be returned to NBM.

15). To hide the actions of Tom and Diana Taylor and Keith Reising they entered into an Agreement before the first payment was made to NBM that was secretive and not included in the Purchase Agreement shown to the Commission either from NBM to Taylor or in the proceeding of Taylor to Jennings County Promotion Partners. This was to hide the Third Party involvement from all parties including NBM and Staff. It also hid the pre control of the License. Reising has not come clean on his pre control prior to W249DG being transferred to Tom Taylor. Evidence is the check from Keith Reising to NBM. Taylor is simply lying to

protect himself and Reising. Reising's Lawyer may not be aware

16.) The License for WJCP has been transferred via pre control to various owners over the years including the previous operator Tom Taylor. Two previous transfers were never filed with Staff. The current transfer and pre control is simply a recurring event.

17). In assessing multiple ownership Reising fails to include his control and ownership of multiple non commercial stations that he programs from the location of his commercial stations. These stations are controlled by Reising. They run enhanced underwriting (sales) and are used by Reising to go against a country station in the Columbus market as a result of the Southern Gospel (country) programming. Stations WKRY, WYGS, WAUZ, and WKJD are some of the stations.

18). The Reising and Good Shepard stations are controlled by Reising and the profits of each station contributes to cross station and company contests. Ultimately Reising controls the entities.

19). WKJD did not construct within the time period required for construction. Reising received this station using a

diversity preference given improperly due to misrepresentation.

19). A city of License change for WYGS had another Board member sign the application for Good Shepard Radio to make it appear the COL change was from two discrete and disconnected Licensees.

20). Immediately after the first payment by Reising to NBM the North Vernon Newspaper had a picture of the "new owner" of WJCP. This is available through newspaper archives and on the internet. A deal for the new building owned by Reising was in place prior to Tom and Diana Taylor's first payment to NBM. This agreement has not been included. No contracts Reising has, which would demonstrate pre control, have been included in the response.

Conclusion

Transfer of Control

Transfer of the facilities has occurred that shows pre control has taken place. Tom and Diana Taylor are no longer involved in any way in the operation of the facilities. Keith Reising made the single payment of the \$35,000 contract for

W249DG, not the Taylors. NBM was deceived, Staff was deceived. Keith Reising has purchased a new building for his stations that assumes the Commission will presumptively grant his transfer request. This purchase and the other actions are demonstrative Reising is already owning and operating the stations as Licensee are evident. Staff has regularly looked at the entity paying the bills as the one who is in control. The single check from Reising pre dates any application for transfer of control.

Newspaper articles in the North Vernon Newspaper show the "new owner" of WJCP and W249DG (present tense) Keith Reising. The articles with Reising shaking hands with the Mayor as new owner are clear. Tom and Diana Taylor are no longer involved and have already handed the ownership reins over to Reising. The ownership and operation has already transferred and Commission Staff has not been made aware and has been deceived.

Representation by Reising's Attorney as Reising Operates WJCP

Reising has employed his attorney not Tom Taylor's attorney to respond to the Petition To Deny. Reising made

the single payment for W249DG, not Tom and Diana Taylor. This failure to mention is lack of candor by Reising.

Pre Control and Transfer

Petitioner NBM requests Commission Staff investigate the pre control and hold on the transfer. As Taylor disputes the contract NBM wishes to reverse consummation as no amounts for W249DG have not been paid by the Taylors and no Agreement exists for any third party, including the one who made the payment, Keith Reising

NBM has yet to be notified per the contract with Tom and Diana Taylor and Keith Reising who has already begun owning and operating the station of any third party involvement per the Agreement for the sale of W249DG. Taylor has demonstrably lied to Staff in his declaration. Tom Taylor disputes that the contract was in error then tries to claim previous payments to another company and Licensee should roll over to the current Agreement he signed. Payments due have not been made. Staff should consider the valid Agreement and non reporting by the Taylors and WJCP owner operator Keith Reising and not restrict NBM from a late Petition or Reply because Reising and Tom and

Diana Taylor have failed to adhere to a contract. Tom and Diana Taylor did not make a single payment, however Keith Reising did make a payment as he has been in control of WJCP for several months. This calls into question his ability to be a Licensee.

Previous Pre Control Transfers of WJCP

WJCP has been transferred previously to a new owner which was never filed with the Commission. This is a recurring trend. Taylor began operating the station and paying bills prior to receiving approval from Staff.

Multiple Ownership of stations not disclosed

Multiple ownership by Reising of Commercial and Non Commercial stations operated by Reising have not been considered as Reising has simply not included them to remain under cap limits. NBM notes significant overlap of these facilities contours operating from Reising's Commercial facilities.

For these reasons NBM respectfully requests denial of the transfer and requests a License Hearing for WJCP and the Reising facilities. Reising by failure to provide truthful statements and his pre control, evident by the single payment made to NBM, should have each of his Licenses reviewed at Hearing. NBM requests a return of the License for W249DG as : funds have not been paid in full; NBM expected transfer to Tom and Diana Taylor and not Keith Reising; and whomever is in control of the translator now disputes payments.

Respectfully Submitted

Martin Hensley for NBM

STATEMENT OF MARTIN HENSLEY

1) Martin Hensley is a Board Member of New Beginnings Movement (NBM) and a Party In Interest to the noted Application. New Beginnings is a Party In Interest and Aggrieved Party as a result of a contract placing Lien on the WJCP Transmitter site and equipment. This statement is under penalty of perjury. The facts are true and correct.

2). W249DG was being sold to Tom and Diana Taylor by a previous Licensee (ICRC). Tom and Diana Taylor did not close with the previous Licensee and contacted NBM with a new contract for sale of the translator to them in March of 2018 from NBM.

3). A new Asset Purchase Agreement was signed with NBM. After the time of the contract Tom and Diana Taylor made no initial payments under the schedule A leaving an amount due of \$11,345 plus \$1.00 for the transfer. A payment of \$23, 655 was made by Keith Reising, not Tom and Diana Taylor. Taylor had represented and NBM believed (and filed at the Commission) the transfer and payments were directly related to the Taylors. Only recently it was discovered the single payment was from Keith Reising, who has been in control of WJCP for several months. This leaves a lien on

the WJCP Transmitter site and equipment as well as fees, legal fees, damages, and amounts unpaid on the W249DG sale. Tom and Diana Taylor have agreed to pay attorney's fees and other damages as well. Taylor lies to Staff in his declaration saying there was no third party involved prior to the transfer. Keith Reising provided the funds.

4). The contract is governed by Indiana Law and was entered into in good faith by NBM. Only a portion of the contract has been satisfied, and not with the Taylors but with a Licensee unrelated to the sale, Keith Reising. A copy of the single payment to NBM is included within this filing. It is a check from Keith Reising. NBM and Commission Staff have been diabolically lied to by a third party Licensee who in effect bypassed the transfer and the consummation should be voided because of misrepresentation by WJCP, the Taylors, and Reising.

5). Provisions of the contract require no involvement of third parties in the agreement. Tom Taylor did indicate he wanted to sell WJCP however did not notify New Beginnings of any agreement to sell which would void the contract and return the translator W249DG to New Beginnings as well as leave the transmitter site for WJCP, and it's equipment, under a lien to New Beginnings. Reising has removed equipment

and added equipment and this equipment should be facing a lien as well. Reising was never represented to be a third party involved and the only payment made was by Reising. There was no agreement with Reising and the contract by non payment and misrepresentation is null and void.

6). Tom and Diana Taylor did not notify NBM of any plans to sell the station prior to payment of the full sale price.

7). Newspaper reports are clear that the station has already been sold to Keith Reising and Reising is operating the station as owner. Pre control of the facility is clear.

8) Reising has moved the station to a new building he has purchased (prior to Commission approval (presumptively) with no care that the approval has not been granted), has hired and changed employees of the station, has changed programming, has entered into sales contracts, and has made technical changes in the operation as owner / operator.

9). If Commission Staff will not restrict the transfer New Beginnings requests the Commission not allow the transfer until after New Beginnings allows an Indiana Court to Rule on the contract and lack of fulfillment by Tom and Diana Taylor and Reising as the new owner/operator.

10). Other persons have begun operating WJCP over the years and the License was never transferred. In Tom Taylor's instance he began operation and ownership before it was transferred to him as well.

11). Taylor notes he agreed to the new contract with Licensee NBM however he now claims the amounts paid in a previous contract he could not close on should be applied to settle the new contract with a new Licensee. The contract did not consider accepting payments to a previous party and this nomenclature is nowhere within the contract. Taylor flat out lied in his disclosure as he in fact never made a single payment. Keith Reising made the payment. Reising has not disclosed his massive pre control of the facility.

12). Taylor says the contract amount was a mistake made by someone other than himself in the writing of the contract he signed. After reviewing the contract Taylor agreed to sign it however did not make any payments until he had Keith Reising's funds to make payments. One payment was made. This payment by Reising was before an LMA or any agreement provided to Commission Staff.

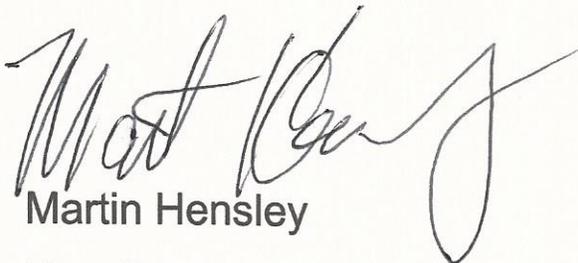
13). Taylor notes alternatively he made payments to ICR/NBM Martin Hensley. Another time he states he made payments to Martin Hensley. Hensley received no checks or

funds for the sale to the Non Profit Licensee NBM or the previous Licensee ICR. Taylor could not close with ICR. Taylor then in default signed an Agreement with NBM. Now he claims the contract had mistakes. Taylor lied about any of his funds being used as Reising had already begun operation of the station because Taylor could not make payments.

14). Reising was the true Party in Interest in the purchase of W249DG. Reising used his attorney, not an attorney representing Tom Taylor to oppose the Petition To Deny.

15). A copy of the pleadings and Petitions are being sent to the legal address of Tom and Diana Taylor Box 728 North Vernon Indiana and to Keith Reising co RINI ONEAL PC 1200 New Hampshire Avenue NW, Suite 600 Washington DC. 20554..

Respectfully Submitted



Martin Hensley

New Beginnings Movement

Exhibit 1

<http://plaindealer-sun.com/>

There have already been a number of changes for WJCP, North Vernon's local radio station, since the reins were handed over from Tom Taylor to Jennings County Promotion Partners, a subsidiary of Reising Radio Partners Inc. (RRPI).

Monday, September 17, 2018

EXHIBIT 2 SMOKING GUN

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AMOUNT
\$ 23,655.00

Date: **06/29/2018**

Remitter: **Jennings County Promotion Partners LLC**

**** **Twenty Three Thousand Six Hundred Fifty Five and 00/100******

CASHIER'S CHECK

PAY TO THE ORDER OF
New Beginnings Movement Incorporated

Karen R. Wilson
AUTHORIZED SIGNATURE

MP

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