

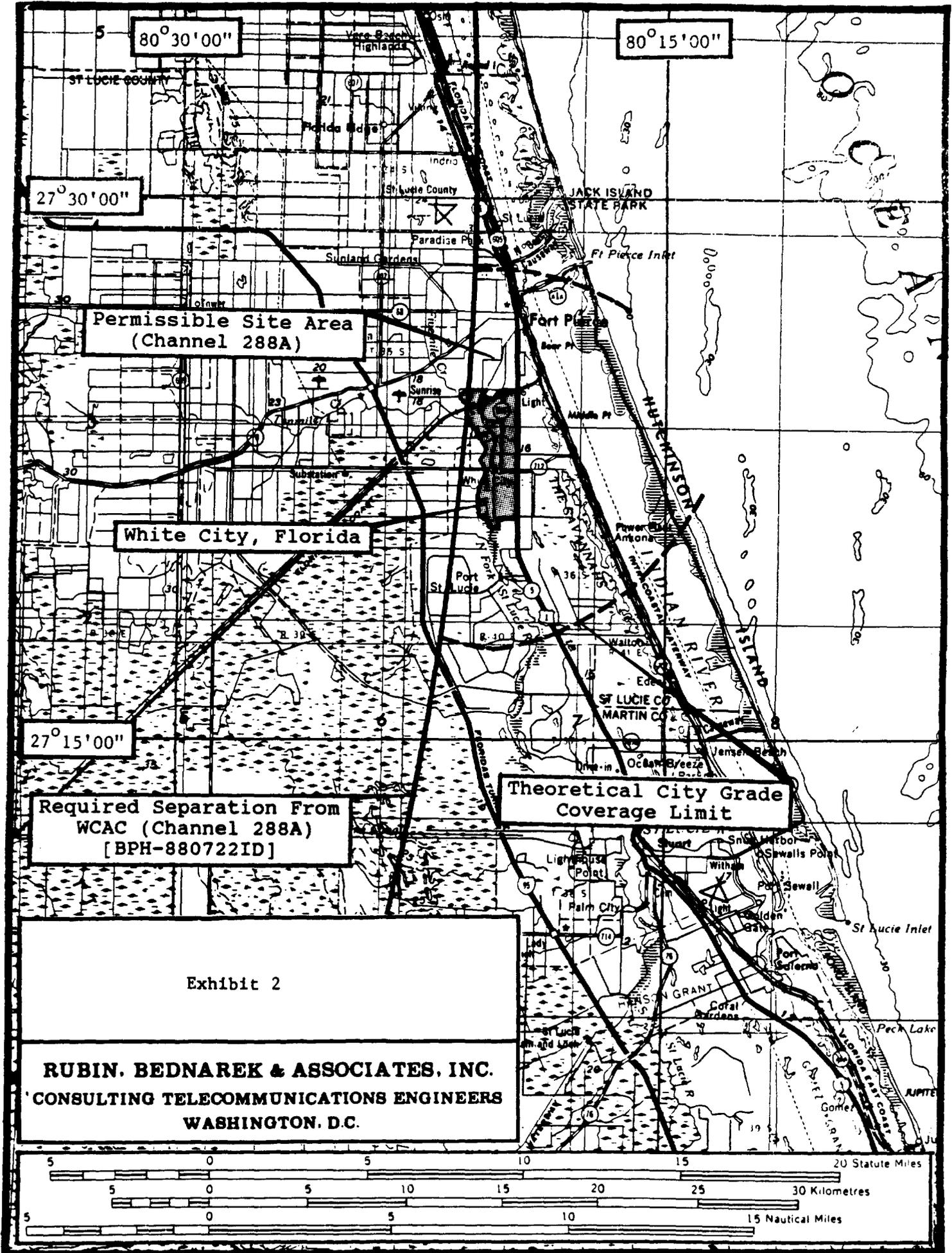
Study Name : White City, Florida - ADD 288A
 Channel : 288A
 Coordinates : N 27 22 30.0 W 80 20 15.0
 Variations : FM Zone 2 - Commercial

Call City	File - number State	Chan Status	ERP HAAT	Latitude Longitude	Bear Zone	Dist Clear	Req'd (km)
NEW GIFFORD	880310NG FL	234A APP	3.00 328	27 44 4.0 80 26 21.0	345.9 2	41.08 33.08	8.0
NEW GIFFORD	BPH 880310NJ FL	234A APP	3.00 328	27 43 49.0 80 27 42.0	342.8 2	41.23 33.23	8.0
NEW GIFFORD	880310NL FL	234A APP	3.00 328	27 41 9.0 80 24 45.0	347.9 2	35.23 27.23	8.0
NEW GIFFORD	880310NT FL	234A APP	3.00 328	27 35 35.0 80 27 20.0	334.4 2	26.83 18.83	8.0
NEW GIFFORD	BPH 880310MK FL	234A APP	3.00 328	27 43 49.0 80 27 42.0	342.8 2	41.23 33.23	8.0
NEW GIFFORD	BPH 880309MB FL	234A APP	3.00 328	27 36 11.0 80 27 8.0	336.0 2	27.70 19.70	8.0
NEW GIFFORD	BPH 880310NW FL	234A APP	3.00 328	27 37 19.0 80 29 34.0	330.9 2	31.37 23.37	8.0 Comment
NEW GIFFORD	880309ME FL	234A APP	3.00 328	27 38 55.0 80 28 9.0	336.9 2	32.99 24.99	8.0
NEW GIFFORD	880310MS FL	234A APP	3.00 328	27 34 26.0 80 29 46.0	324.8 2	27.05 19.05	8.0
NEW GIFFORD	880310NH FL	234A APP	3.00 328	27 43 31.0 80 27 40.0	342.7 2	40.69 32.69	8.0
NEW GIFFORD	880309MF FL	234A APP	3.00 328	27 37 12.0 80 25 1.0	344.0 2	28.26 20.26	8.0
NEW GIFFORD	BPH 880310ME FL	234A APP	3.00 328	27 41 5.0 80 24 52.0	347.6 2	35.15 27.15	8.0
NEW GIFFORD	880310NK FL	234A APP	3.00 328	27 44 10.0 80 27 26.0	343.6 2	41.72 33.72	8.0
NEW GIFFORD	BPH 880310MD FL	234A APP	3.00 328	27 43 9.0 80 26 59.0	343.9 2	39.71 31.71	8.0
NEW GIFFORD	880308MK FL	234A APP	3.00 328	27 43 49.0 80 27 42.0	342.8 2	41.23 33.23	8.0
D 0-90 GT ORD	FL	234A ALC		27 38 38.0 80 23 38.0	349.5 2	30.31 22.31	8.0 Comment

Study Name : White City, Florida - ADD 288A
 Channel : 288A
 Coordinates : N 27 22 30.0 W 80 20 15.0
 Operations : FM Zone 2 - Commercial

Call City	File - number State	Chan Status	ERP HAAT	Latitude Longitude	Bear Zone	Dist Clear	Req'd (km)
HQT ORAL GABLES	BLH 870611KE FL	286C LIC	100 1006	25 57 59.0 80 12 33.0	175.3 2	156.59 51.59	105.0
WBJWFM ORLANDO	BLH 820712AI FL	286C LIC	100 1310	28 36 17.0 81 5 13.0	331.9 2	154.94 49.94	105.0
D88-366 JUPITER	RM 6260 FL	288A PADD		26 56 30.0 80 5 36.0	153.3 2	53.77 -51.23	105.0 SHORT
WIXI MAPLES PARK	BLH 861104KB FL	288A LIC	0.95 584	26 19 .0 81 47 13.0	231.0 2	185.75 80.75	105.0 Comment
D88-217 PORT ST. LUCIE	RM 6465 FL	288A PADD		27 17 37.0 80 21 2.0	188.1 2	9.11 -95.89	105.0 SHORT c
WCAC SEBRING	BLH 4041 FL	288A LIC	3.00 150	27 28 6.0 81 27 3.0	275.7 2	110.58 5.58	105.0 CLOSE
WCAC SEBRING	BPH 880722ID FL	288A APP	3.00 328	27 27 13.0 81 24 23.0	275.0 2	106.06 1.06	105.0 CLOSE
D6-284 VERO BEACH	RM 5273 FL	288A PDEL		27 33 21.0 80 22 8.0	351.3 2	20.28 -84.72	105.0 SHORT
WVW VERO BEACH	BLH 850605KS FL	288A LIC	2.60 348	27 33 21.0 80 22 8.0	351.3 2	20.28 -84.72	105.0 SHORT
WJCL LALAND	BLH 870721KC FL	290C LIC	100 1581	28 55 16.0 81 19 9.0	331.0 2	196.61 91.61	105.0
WXY FORT LAUDERDALE	BLH 850409KC FL	290C LIC	100 1020	25 59 34.0 80 10 27.0	173.9 2	154.00 49.00	105.0 Comment
NEW FORT LAUDERDALE	BPH 830511AK FL	290C APPG	100 1020	25 59 34.0 80 10 27.0	173.9 2	154.00 49.00	105.0 Comment
NEW FORT LAUDERDALE	BPH 830510AL FL	290C APPD	100 1020	25 59 34.0 80 10 27.0	173.9 2	154.00 49.00	105.0 Comment
NEW FORT LAUDERDALE	BPH 830512CP FL	290C APPD	100 1020	25 59 34.0 80 10 27.0	173.9 2	154.00 49.00	105.0 Comment

End of Study



CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of September, 1988, I caused copies of the foregoing "Comments and Counterproposal of U.S. Broadcasting Corporation" to be mailed via first-class postage prepaid mail to the following:

Karl Kensinger*
Acting Chief
Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 8322
Washington, D.C. 20554

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Counsel for Treasure Coast Media, Inc.

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Counsel for HLG, Inc.

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Fletcher, Heald & Hildreth
1225 Connecticut Avenue, N.W.
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Counsel for WMMY(FM)

Jerrold Miller, Esq.
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P.O. Box 3303
Washington, D.C. 20033
Counsel for St. Lucie Radio Corporation

Daniel F. Van Horn, Esq.
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1050 Connecticut Avenue, N.W.
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Counsel for Dennis L. Johnson

John Garziglia, Esq.
Pepper & Corazzini
1776 K Street, N.W.
Washington, D.C. 20006



Janet Kessler

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

DEC - 9 1988

Federal Communications Commission
Office of the Secretary

In the Matter of)
)
Amendment of Section 73.202(b),) MM Docket No. 88-366
Table of Allotments,) RM-6260
FM Broadcast Stations)
(Jupiter, Florida))

To: Chief, Allocations Branch

REQUEST TO ACCEPT RESPONSE AND STATEMENT IN RESPONSE

U.S. Three Broadcasting Corporation ("U.S. Three"), by its attorneys, hereby requests leave to file the accompanying statement of its President, Robert Taylor, in response to the reply comments filed by Stephen Rowland and by Kenneth Dawson, on or about October 21, 1988, in opposition to U.S. Three's counterproposal in the above-captioned proceeding.

On September 23, 1988, in response to the Commission's Notice of Proposed Rulemaking, DA 88-1136, released August 3, 1988, ("NPRM"), U.S. Three submitted its comments and counterproposal urging that the Commission allot Channel 288A to White City, Florida as that community's first service, rather than to Jupiter, Florida, as proposed in the NPRM. Messrs. Rowland and Dawson, who had supported the proposed allotment to Jupiter, each filed comments in opposition to U.S. Three's counterproposal. Mr. Rowland questioned the bona fides of U.S. Three's proposal and suggested that U.S. Three would have to divest its existing facility at Jupiter, FM station WKSJ, in order to apply for the proposed White

City facility. Mr. Dawson, on the other hand, attempted to inject questions concerning U.S. Three's operation of its Jupiter stations (WKSJ and AM station WTRU) into this proceeding.

While U.S. Three believes the unsupported assertions of Messrs. Rowland and Dawson are irrelevant to the resolution of this allotment proceeding, it nevertheless submits that it should be afforded the opportunity to respond to those assertions. The attached statement confirms U.S. Three's interest in, and eligibility for, the proposed White City allotment, and provides information responsive to Mr. Dawson's claims with respect to WKSJ and WTRU.

Accordingly, U.S. Three respectfully requests that the Commission accept the accompanying statement in response to the comments of Messrs. Rowland and Dawson.

Respectfully submitted,

U.S. THREE BROADCASTING
CORPORATION

By: 

James R. Bayes

of

WILEY, REIN & FIELDING
1776 K Street, N.W.
Washington, D.C. 20006
(202) 429-7000

Its Attorneys

December 9, 1988

STATEMENT

The following statement is provided to the Commission as a response to the questions raised concerning the bona fides of U.S. Three Broadcasting Corporation's (U.S. Three) counterproposal to assign FM Channel 288A to White City, Florida. This statement addresses the "reply comments" of Kenneth Dawson by his attorney, Piper & Marbury, and of Stephen Rowland by his attorney, Pepper & Corazzini, both dated October 21, 1988.

A) Kenneth Dawson

The primary purpose of Dawson's comments appears to be to put forth the argument that Channel 288A should be allotted to Jupiter, Florida as its second FM service because the licensee of the first FM, U.S. Three, has not provided Jupiter with "a reliable FM facility." In fact, U.S. Three has been the licensee of WKSJ (FM) since April 1979. Since then, U.S. Three has used WKSJ to provide superior service to the people of Jupiter. Since acquiring WKSJ, U.S. Three has been ordered by the Commission to operate the station on three different channels during the past nine years...first 244A, then 296A, and finally in 1988 the Commission instructed U.S. Three to operate WKSJ on Channel 258A. In a timely manner, U.S. Three filed Form 301 with a \$500.00 filing fee on May 2, 1988. When it was returned with a minor tenderability defect, U.S. Three promptly filed a second Form 301 with a second \$500.00 filing fee on August 31, 1988.

Statement continued

On November 15, 1988, the Commission issued a Construction Permit to U.S. Three authorizing replacement of the WKSJ (FM) transmitting antenna. Upon completion of the technical requirements of the Commission, both Jupiter stations, WKSJ (FM) and WTRU (AM) are expected to promptly return to the air.

The balance of the material presented in Dawson's reply comments does not appear to address the issue at hand here, the White City, Florida counterproposal. Instead, Dawson has chosen to use his comments as a forum to direct allegations at U.S. Three. For example, Dawson states that the "equipment and...building were allowed to become a shambles." This is untrue; U.S. Three has maintained both. Dawson's allegation regarding prizes to listeners also is wrong. The cases cited by Dawson were both filed at about the same time by the same attorney and were subsequently dismissed. Dawson does not have access to the facts in these cases. U.S. Three handled this matter in a very fair and forthright manner with the parties concerned and was never charged with any wrongdoing, let alone being found guilty of anything as Dawson implies.

B) Stephen Rowland

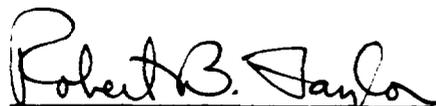
The reply comments put forth by Stephen Rowland suggest that "U.S. Three would have to divest its Jupiter facility in order to apply at White City." Rowland is simply wrong. First, the communities of White

Statement continued

City and Jupiter are 35 miles apart, not 30 miles as Rowland alleges. Secondly, the Class A facilities at Jupiter and White City will be far enough apart that the 1mv/m contours of these two stations will not overlap, and thus the Commission's rules in this regard will be met in the event that U.S. Three or it's principal were to become licensee of both stations simultaneously. In addition, the Commission recently relaxed its FM duopoly rule to permit common ownership of two FM stations so long as their 3.16 mv/m contours do not overlap. The proposed White City station and WKSJ (FM) easily meet this standard as well.

In conclusion, if the FCC allots Channel 288A to White City, Florida, as we are proposing, U.S. Three again states its intention to apply for a construction permit for a new station to operate on that channel and, if authorized, promptly to construct the proposed station.

Respectfully submitted,



Robert B. Taylor, President
U.S. Three Broadcasting Corporation

Dated: November 30, 1988

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of December, 1988, I caused copies of the foregoing "Request to Accept Response and Statement in Response" to be mailed via first-class postage prepaid mail to the following:

Karl Kensinger*
Acting Chief
Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W., Room 8322
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Counsel for Kenneth Dawson

Janet Kessler

DECLARATION OF PAUL J. LEVINE

My name is Paul J. Levine and I am an officer and shareholder of Jupiter Broadcasting Corp. ("JBC").

In late November, 1991, I received a letter dated November 18, 1991 from Robert B. Taylor. A copy of Mr. Taylor's letter is attached to this declaration. Mr. Taylor's letter offered JBC a joint venture arrangement in exchange for dismissal of JBC's Jupiter, Florida construction permit applications.

After receiving Mr. Taylor's November 18 letter, I had a telephone conversation with Mr. Taylor concerning settlement. Among the matters we discussed was the fact that JBC was precluded from accepting any compensation for dismissing its applications because of FCC rules governing license renewal proceedings.

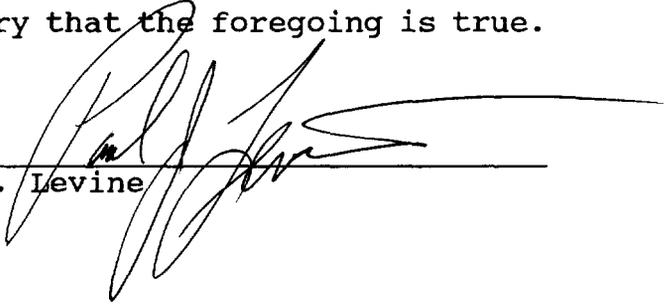
After our conversation, I received another letter from Mr. Taylor. Mr. Taylor's letter, was dated December 9, 1991, and is attached to this declaration.

In the December 9, 1991 letter, Mr. Taylor offered to draft his proposed settlement agreements with JBC in a manner that did not mention the FCC. He wrote that he was willing to sign an affidavit stating that there was no linkage between his proposed contracts with JBC and any perceived FCC settlement. Needless to say, JBC did not take Mr. Taylor up on his offer.

Mr. Taylor's December 9, 1991, letter claimed that Alan Potamkin was the real-party-in-interest in JBC's application. Mr. Potamkin, who owns an option to acquire non-voting stock in JBC,

has an ownership interest in Station WPBF-TV, Channel 25, Tequesta, Florida. In his December 9, 1991 letter, Mr. Taylor threatened to file a license renewal challenge against WPBF-TV, if JBC continued to challenge his Jupiter, Florida license renewal applications.

I declare under penalty of perjury that the foregoing is true.



Paul J. Levine

November 18, 1991

Robert B. Taylor
500 N. Delaware Blvd.
Jupiter, FL 33458

Paul J. Levine
1461 Tagus Avenue
Gables by the Sea, FL 33156

Dear Paul:

Last week in the mail I received the engineering package you sent me. Informally I discussed the possibility of building the two towers in the old marina basin as you have proposed with the Town of Jupiter staffer who handles these matters. He told me unequivocally Friday (11-15) that his office would recommend denial to the two regulatory councils that would be voting on this after it left his office.

From my perspective of living in Jupiter and watching these two councils make rulings on zoning matters that have come before them over the years, I am convinced that the town of Jupiter will never allow towers to be built at that location. As explained to me by the city staffer, the main reason is esthetics. Two towers that tall on that site frankly are just too visible. They would be in direct sight of a high rise condominium complex (Jupiter Cove) directly across the Loxahatchee River, also a second condominium development (Jupitar Harbour) located even closer... just a few feet east across the intracoastal waterway, plus the heavy vehicular traffic going by on the 4 lane divided highway right next to the site.

You have to understand that this is a hot potato for these local politicians. Since the C2 zoning of your site doesn't allow towers, you will need to be approved for a "special exception" to the C2 zoning. This is where the city will stop you because the environmentalists and the "NIMBY" crowd will make such a noise it will be politically impossible. (I know who these people on the town council are and how they think...I voted for two of them in the election on April 9.) Also, the towers do not conform to Jupiter's "110% Fall Radius" ordinance. This means you will have to apply for a "variance" to this existing law, which provides a second opportunity for the politicians to say no. (Earlier this year WOJV applied for a variance to the 110% law for a 300 foot tower they wanted to erect in a Jupiter industrial park and were turned down cold by the Jupiter town council. Phone Steve Lapa at WOJV...he'll tell you what he went through.)

Paul, nearly three years have gone by with nothing to show for your efforts. So, I suggest that we abandon the adversarial approach and instead join forces in a manner that will accomplish all our goals. We should redirect our efforts to developing an attitude of cooperation and work together toward a common goal of making money in the radio business while serving our listeners. Essentially I am proposing that we form a joint venture on a 50-50 partnership basis.

At this point I stress that this is a private letter to Paul Levine only and is not authorized to be released to the government or the media or in any public manner without my permission in advance.

Please consider the following compromise operating plan:

STEP #1. You withdraw your two applications at the FCC. Simultaneously, after going through the proper procedure, you receive a refund check of \$13,520 from the FCC representing the hearing fees you've already paid that now won't be needed. I will also receive a refund of my \$13,520.

STEP #2. I put my AM daytimer back on the air, then move my Hispanic employees and my FM spanish format to the AM.

STEP #3. I enter into a contract with JBC in which I engage the services of JBC as consultants to WTRU-FM. The contract will provide that as payment for its services, JBC will receive 5% of the gross cash collections of WTRU-FM each month, payable to JBC by the 15th of the following month. (JBC's role would be to provide advice regarding operating matters.)

STEP #4. I enter into a contract with Chuck Reid in which I employ Chuck to manage WTRU-FM. His title will be General Manager. (Upon executing these two contracts, the spanish format will move to the AM and Chuck will commence broadcasting your format on WTRU-FM.) The contract will provide that as payment for his services, Chuck will receive 45% of the gross cash collections of WTRU-FM each month. The contract will also require Chuck to pay for certain specified operating costs out of his 45% (see below).

A few details: The split of the gross monthly cash receipts will be 5%-45%-50%. 5% off the top to JBC. Chuck Reid receives the next 45% with the balance to me. Out of his 45%, Chuck will pay his operating people. Chuck will decide

who to hire and how much he wants to pay each person. Under the contract, Chuck will be responsible for his payroll, payroll taxes and payroll insurance, if any. Also he will pay for his staff's long distance calls and for his office supplies such as paper clips, pens, pencils, postage, etc. Also for his printing costs if they can't be traded. Chuck's personal earnings will be what's left over of his 45% after he pays his costs.

I would pay for just about everything else out of my 50% including the following: annual real property taxes to the county, annual personal property taxes to the county, debt service including monthly mortgage payments to the bank and other lenders, electricity bills to operate all the FM equipment plus lights and air conditioning, basic telephone service, trash pickup, labor and parts to maintain the capital equipment by electronic technicians hired by me (very expensive...they charge by the hour!), insurance, attorney fees, music license fees to ASCAP, BMI and SESAC (one of radio's highest hidden costs...this will run into the thousands of dollars each month), income taxes, etc. This joint venture will be operating at my present site in Jupiter using my land, my tower, my antenna, my transmitter, my studios, my studio equipment, my office building, my parking lot, my air conditioners, etc. Therefore, whatever is left of my share after paying the costs listed above will be considered return on my invested capital in the physical plant (land, buildings and equipment).

Among the advantages of this plan to JBC: You avoid having to raise large amounts of capital and/or financing to purchase the land, buildings and equipment needed to build an FM radio station from scratch; you avoid a multi-year hearing with an appeals process that could last another 10 to 12 years from now and that you will surely lose; you avoid the certain disappointment of being turned down by the Town of Jupiter after going through their zoning process; you get your \$13,520 back from the FCC; you get your format under the direction of Chuck Reid on the air now instead of never; and JBC starts reaping an operating profit immediately, with zero capital investment and zero operating losses in the lean start-up months.

I suggest you pick up the phone and call me in Jupiter at (407) 744-6398, extension 22 to discuss this proposal. If I don't get some kind of reply from you soon, I'll assume you're not interested and I'll take another direction.

Sincerely,


Robert B. Taylor

RBT/ms

December 9, 1991

Robert B. Taylor
500 N. Delaware Blvd.
Jupiter, FL 33458

Paul J. Levine
1461 Tagus Avenue
Gables by the Sea, FL 33156

Dear Paul:

Thank you for returning my call last Tuesday. It is important for us to open a dialog on this matter now before a hearing dramatically escalates costs.

Frankly, I had not thought about your point concerning FCC settlement regulations. However, as I mentioned Tuesday, I don't think my Nov. 18 business plan proposal is linked to an FCC settlement. To protect the parties, the two contracts (JBC consultant contract and Chuck Reid management contract) would not need to mention anything regarding the FCC...these would be completely neutral and independent business contracts. Separately, I would be willing to sign an affidavit stating there was no linkage between the contracts and any perceived FCC settlement. Another possibility would be to file a settlement agreement with the FCC indicating that payment of JBC out-of-pocket expenses was being made by means of the JBC consultant contract.

Paul, a window of opportunity exists now to launch and establish an urban contemporary formatted FM station targetted to Palm Beach County. At this time none exists. This window could close abruptly, however, if one of the existing FM's were to change format as a result of being sold...I know of one FM in the market that is for sale now and two others that may be for sale either now or soon. Also the new 105.5 FM in Jupiter will be looking for a format. Combining my existing FM facility, my radio management input, and my 8 years of accumulated knowledge about advertising agencies and ad budgets in Palm Beach County with Chuck Reid's knowledge of the local black community should produce an urban contemporary formatted FM station on 99.5 FM that would be very successful in terms of programming and billing. But we must do it now before someone else does.

I would like to make clear that my physical plant in Jupiter is not for sale or lease and will not be for sale or lease in the future, regardless of what happens with my AM and FM license renewal applications. JBC's FCC applications are fatally flawed (see below) and you will not succeed in getting the FCC to award these licenses to JBC. However, assuming for the sake of your argument that you were to prevail, you would never be able to use my physical plant.

You would have to build these stations from scratch at some other site. Since you would not be able to construct new towers in Jupiter within the limited non-shortspaced area available, you would have no alternative but to put the FM antenna on a rooftop. The tallest building in Jupiter is a 14 story condominium on the beach. Your antenna on that building means you would have a 3000 watt ERP at about 165 feet HAAT. At that site half your signal would be lost in the ocean. At that height your city grade signal (3.16 mv/m) would barely cover the town of Jupiter (about 5 miles from the antenna) and it would be about 8 or 9 miles from the antenna to the 1 mv/m signal contour, which is the distance before signal breakup and heavy multi-path distortion occurs. Thus your usable signal would extend to just south of PGA Boulevard in Palm Beach Gardens...a population area of about 10% to 12% of Palm Beach County's population. With such a weak signal and limited audience area, the station would only be suitable for a local MOR format operated as a low budget "mom and pop" type station. The idea of building a tower south of Jupiter within the 65 mile protected contour of 99.1 WEDR and 99.9 WKIS would not work because neither of these stations would agree to allow you to build a facility which shortspaces their existing sites on the Dade-Broward border, and the FCC would not approve it in the face of their opposition.

I made the business proposal contained in my November 18 letter to give you a way out because it is obvious your application is fatally flawed:

A) In an FCC hearing, applicants must show that they have a usable transmitter site. Your site is not usable. You have failed to go through the process at the local level (Town of Jupiter) to try to get the site approved. This is a fatal flaw. (Refer to the first page of my Nov. 18 letter for details on your site.) If your FCC attorneys tell you that you don't need to show local approvals that prove the site is usable, you are getting bad advice.

B) The structure of your corporation is a blatant example of the type of sham applicant that the FCC is on record as denouncing. Precedent here is the recent WHYI-Fort Lauderdale case in which the challenger had a very similar corporate structure to yours and was summarily dismissed by the commission. The naivete shown by you and your FCC attorneys in your corporate structure is absolutely amazing. Your application is a perfect example of what the FCC was trying to discourage when it developed its "real-party-in-interest" rules. Everyone knows that Levine, Reid and Washington are the front men for Potamkin. Yet Potamkin, the real-party-in-interest, is deliberately concealed from the FCC in your application. Another fatal flaw.

C) One of the key criteria in choosing a licensee is local residency in the station's city of license. From 1984 to 1986 I lived in Jupiter parttime. For the past five years I have been a permanent fulltime resident of Jupiter (with summers spent up north). I am a registered voter in Jupiter and have voted in two municipal elections this year. None of your principals, however, live in Jupiter. Another fatal flaw.

Service to and employment of minorities is also important. For the past year I have had a 100% minority staff (all hispanics) and I am programming to minorities (spanish). Thus you will gain no advantage by telling the FCC that you promise to serve and employ minorities.

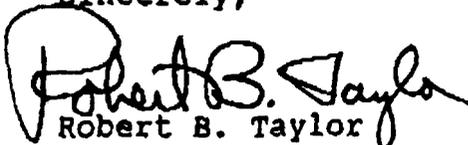
Paul, I understand that you're not the decision maker, but I am asking you to please apprise your client, Mr. Potamkin, of the facts in this letter and my letter of Nov. 18. Stress to him that this is the window of opportunity for JBC to get out of this without losing, but instead winning, because JBC will be able to get all its money back plus get its desired format on the air.

I say window of opportunity because I am prepared to work with you to resolve this now, within the next 30 days. However, next year, 1992, is going to be a very busy year for me, both in my business activities and my personal life. It is unlikely that I will be able to make the time available to meet with you next year. This offer will no longer be on the table.

As you know, I would like to continue to be in the radio business in Jupiter-Tequesta. However if the renewal of my radio licenses continues to be challenged, I would consider getting into the local TV business. My associates and I are aware that the present licensee of channel 25 is ignoring its city of license, Tequesta, among other shortcomings, and we would consider filing a competing application for channel 25 when its 5 year license expires.

Let's meet soon, finalize a business operating plan along the lines of my Nov. 18 proposal, implement it, and get on with our lives.

Sincerely,


Robert B. Taylor

RBT/ms

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IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CASE NO.: CL91-7573-A0

RAMON HERNANDEZ,
d/b/a/ RADIO TRIUNFO,

Plaintiff,

vs.

ROBERT B. TAYLOR,
d/b/a WTRU RADIO
STATION,

Defendant.

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JUN 26 1991

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CIRCUIT CIVIL DIVISION

VERIFIED COMPLAINT FOR INJUNCTIVE and OTHER RELIEF

COUNT I

Breach of Contract

The Plaintiff, RAMON HERNANDEZ d/b/a RADIO TRIUNFO, sues Defendant, ROBERT B. TAYLOR d/b/a WTRU RADIO STATION, and states:

1. This is an action for damages in excess of \$10,000.00.
2. Plaintiff is a natural person and a resident of Palm Beach County, doing business as "RADIO TRIUNFO".
3. Plaintiff is the General Manager and Operator of Radio Triunfo and Broadcasts daily on the FM dial 99.5 WTRU.
4. On information and belief, Defendant is the owner of WTRU and is licensed to operate same as a licensee from the FCC.
5. On or around December 1990 Plaintiff and Defendant entered into an oral agreement, wherein Plaintiff would use his expertise and knowledge to manage and operate a Spanish speaking radio station from Defendant's facilities at WTRU. According to the

agreements, Defendant would permit Plaintiff to use the radio station's equipment, furniture, and fixtures, and Plaintiff would provide further equipment, his management skills, personnel, talent, and whatever was necessary for a profitable mutual venture.

6. On January 3, 1991, Plaintiff and Defendant executed a "Air Time Lease" incorporating some of the terms of their agreement. A copy of said lease is attached hereto and incorporated herein by referenced and marked Exhibit "A".

7. Pursuant to the lease agreement, the parties were to, among other things, share equally the gross revenues produced by the use of the air time.

8. Plaintiff invested personal funds into the acquisition of a wide variety of equipment, invested time into recruiting, interviewing, hiring, and otherwise producing a top-notch staff to commence broadcasting.

9. Subsequent to commencing broadcasting, and due solely through the efforts of Plaintiff and his staff, a substantial amount of advertising was produced which would generate gross receipts from the operation of the radio station.

10. On March 20, 1991, Defendant delivered a letter to Plaintiff which unilaterally rescinded the written agreement dated January 3, 1991. Despite Plaintiff's inquiry, no reason was given by Defendant as to his actions.

11. On April 17, 1991, Defendant delivered to Plaintiff a "management contract" which modified their oral and written agreements, and demanded that Plaintiff sign same.

12. On or around June 23, 1991, Defendant, under the pretext