

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

In the Matter of)	
)	
ENTERTAINMENT MEDIA TRUST,	)	MB Docket No. 19-156
DENNIS J. WATKINS, TRUSTEE)	
)	
Applications to Renew License:)	
)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BR-20120709ACP
)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BR-20120709AC0
)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BR-20120921AAW
)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BR-20120921ABA
)	
Application for Consent to Assignment of)	
Licenses:)	
)	
KFTK(AM) (formerly WQQX(AM)), East St.	)	Facility ID No. 72815
Louis, Illinois	)	File No: BAL-20160919ADH
)	
WQQW(AM), Highland, Illinois	)	Facility ID No. 90598
	)	File No. BAL-20160919ADI
)	
KZQZ(AM), St. Louis, Missouri	)	Facility ID No. 72391
	)	File No. BAL-20160919ADJ
)	
KQQZ(AM), DeSoto, Missouri	)	Facility ID No. 5281
	)	File No. BAL-0160919ADK
)	
Application for Permit to Construct New	)	Facility ID No. 200438
Station:	)	File Nos. BNPFT-20170726AEF
	)	BNPFT-20180314AAO
W275CS, Highland, Illinois)	

To: Entertainment Media Trust, Dennis Watkins, Trustee

**ENFORCEMENT BUREAU'S FIRST SET OF INTERROGATORIES TO
ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE**

The Enforcement Bureau (Bureau), pursuant to section 1.323 of the Commission's rules, 47 CFR § 1.323, hereby submits its First Set of Interrogatories to Entertainment Media Trust, Dennis Watkins, Trustee (EMT). EMT shall deliver its responses to the offices of the Investigations and Hearings Division, Enforcement Bureau, Suite 4-C330, 445 12th Street, S.W., Washington, D.C. 20554 within 14 days of the date of these interrogatories (Bureau's First Set of Interrogatories).

The obligation of EMT to answer these interrogatories is continuing in nature. EMT has an obligation to provide in the future any and all additional responsive information that may come to its attention subsequent to its answering these interrogatories but not initially disclosed at the time, date and place set forth herein or in any supplemental answers that it submits. In this regard, EMT must supplement its initial and supplemental responses if it learns that, in some material respect, the responses initially provided, or as supplemented, were incomplete or incorrect or if additional responsive information is acquired by or has become known after its initial or supplemental responses.

DEFINITIONS

For the purposes of this document, the following definitions shall apply:

a. "EMT" and "the Trust" and "you" and "your" shall mean Entertainment Media Trust, Dennis Watkins, Trustee, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2006 through the present.

b. “EMT” and “the Trust” shall also mean “EMT #2” or “Trust # 2” unless the interrogatory asks for information specific to only “EMT #2” or “Trust #2.”

c. “EMT #2” or “Trust #2” shall mean Entertainment Media Trust #2, Dennis Watkins, Trustee, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period September 14, 2016 through the present.

d. For purposes of the definition of EMT, “you” and “your” shall also include, but not be limited to, Dennis J. Watkins.

e. “EMT LOI Response” shall mean Entertainment Media Trust, Dennis J. Watkins, Trustee (Licensee), Responses to May 17, 2018 FCC Letter of Inquiry (LOI), Letter from Davina Sashkin, Fletcher, Health & Hildreth, to Marlene H. Dortch, Secretary, Federal Communications Commission, dated July 2, 2018.

f. “EMT Trust Instrument” shall mean the document entitled *Entertainment Media Trust* which is attached as Exhibit A to Nonjudicial Settlement Agreement which itself is attached as Exhibit A to the 2012 EMT Opposition.

g. “EMT Trust Agreement” or “Restated Trust” shall mean the Trust Agreement of the Entertainment Media Trust, attached as Exhibit B to the 2012 EMT Opposition.

h. “EMT #2 Trust Agreement” shall mean the Trust Agreement of the Entertainment Media Trust #2, attached as Exhibit N to the EMT LOI Response.

i. “Insane” shall mean Insane Broadcasting Company, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers,

employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2006 through the present.

- j. “Romanik” shall mean Robert Romanik.
- k. “Sanders” shall mean Katrina Sanders.
- l. “Stephen Romanik” shall mean Stephen Romanik II.
- m. “Watkins” shall mean Dennis J. Watkins, Trustee of EMT and EMT #2.
- n. “Assignment Application” shall mean the application filed by EMT for consent to assign the Stations to EMT #2 located at File Nos. BAL-20160919ADH; BAL-20160919ADI; BAL-20160919ADJ; and BAL-20160919ADK.
- o. “Stations” shall mean Stations KFTK(AM) (formerly WQQX(AM)), WQQW(AM), KZQZ(AM), and KQQZ(AM).
- p. “2012 EMT Opposition” shall mean the Opposition to Petition to Deny filed by EMT on December 21, 2012.
- q. “2016 EMT Opposition” shall mean the Opposition to Petition to Deny filed by EMT on November 16, 2016.
- r. “Local Programming and Marketing Agreement” or “2018 LPMA” shall mean the Local Programming and Marketing Agreement made as of July 1, 2018 between EMT and Insane, attached as Exhibit A to the EMT LOI Response.
- s. “Assignment of Beneficial Interest” shall mean the Assignment of Beneficial Interest in Trust attached as Exhibit N to the EMT LOI Response.

t. “Emmis” shall mean Emmis Radio, LLC, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2016 through the present.

u. “Emmis LMA” shall mean the Local Programming and Marketing Agreement entered into between EMT and Emmis as of July 13, 2016.

v. “Entercom” shall mean Entercom Communications Corporation, any affiliate, d/b/a, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period January 1, 2016 through the present.

w. “Bureau” shall mean the Enforcement Bureau of the Federal Communications Commission.

x. “Media Bureau” shall mean the Media Bureau of the Federal Communications Commission.

y. “Commission” or “FCC” shall mean the Federal Communications Commission.

z. “Rules” shall mean the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

aa. “State” and “describe” shall mean to set forth a complete and detailed statement of all information, circumstances and facts that refer to, relate to, reflect, comprise or bear upon the matter concerning which information is requested.

bb. “Identify” and “identification” when used in reference to an individual person shall mean to state his full name, residence and business telephone numbers, and present residence and business addresses if known, and his present or last known title, position and business affiliation.

cc. “Identify” when used with reference to a person or persons, shall mean to state his or her full name; last known business and residence addresses; and last known business and residence telephone numbers.

dd. “Identify” and “identification” when used in reference to a person other than a natural person shall mean to state the full and official name of the business entity, its principal place of business, and the main telephone number of such business entity.

ee. “Identify” and “identification” when used in reference to a document shall mean to state its date, type (e.g., memo, telecopy, email), and its authors, addressees, title, if any, and, if no title, a brief description of the subject matter of the document and its present or last known location and custodian. If any document once was, but is no longer, in your possession, custody, or control, state what disposition was made of it and the reason for such disposition.

ff. “Identify” and “identification” when used in reference to any act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication, shall mean to: (a) describe the nature and substance of the act, activity, practice, policy, effort, event, transaction, negotiation, discussion, conversation, occasion, occurrence, meeting, representation, agreement or communication; (b) state the date when and place where it occurred; and (c) identify each person who was a participant therein.

- gg. The term “and” also shall mean “or” and the term “or” also shall mean “and.”
- hh. The term “each” also shall mean “every” and the term “every” also shall mean “each.”
- ii. The term “all” also shall mean “any” and the term “any” also shall mean “all.”
- jj. “Bureau’s RFA’s” or “Bureau RFA” shall mean the Bureau’s Requests for Admission of Facts to Entertainment Media Trust, Dennis Watkins, Trustee, dated July 16, 2019.
- kk. “EMT’s Request for Admissions” shall mean EMT’s Request for Admissions to the Enforcement Bureau and/or Media Bureau, dated July 16, 2019.
- ll. “Communication” shall mean any discussion, oral statement, or any written or electronic correspondence or recorded voice message of any kind.
- mm. “Communicated with” shall mean the same as intended by EMT in response to the Bureau’s RFAs.
- nn. “Discussion” shall mean any assembly, congregation, encounter, meeting or conversation between or among two or more individuals for any purpose, whether or not planned, arranged, or scheduled in advance. “Discussion” includes, without limitation, all oral communications, whether or not in person, by telephone (including voicemails and similar recordings), or otherwise, and electronic communications (including emails) between two or more individuals.
- oo. “Discussed” shall mean the same as intended by EMT in response to the Bureau’s RFAs.
- pp. “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, videotaped, 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 book, pamphlet, periodical, contract, agreement, 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, 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) in the possession, custody, or control of EMT.

qq. “Employee” shall mean any director, trustee, officer, employee, partner, corporate parent, subsidiary, affiliate or servant of the designated entity, whether active or retired, full-time or part-time, current or former, and compensated or not.

rr. “Entity” shall mean any corporation, company, partnership, proprietorship, joint venture, or business, as well as any governmental unit.

ss. “Representative” shall mean any consultant, expert, attorney, contractor or other individual or entity engaged by the designated entity to perform some task or assignment for the entity.

tt. “Person” shall mean any natural person or legal entity, including but not limited to any corporation, partnership, proprietorship, firm, trust, association, government entity, organization, or group of persons.

uu. The phrases “referring to” and “relating to” as used herein, shall be interpreted broadly and shall include, but not be limited to, the following meanings: constituting, comprising, evidencing, reflecting, respecting, discussing, referring to, stating, describing, recording, noting, considering, embodying, evaluating, analyzing, mentioning, containing,

indicating, pertaining to, showing, bearing upon, studying, memorializing, or commenting upon, or any other term synonymous with or similar to the foregoing.

vv. The term “related to” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

ww. The term “regarding” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

xx. The term “concerning” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

yy. The phrase “oversight and control” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

zz. The phrase “administration . . . of the Stations” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

aaa. The phrase “programming of the Stations” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

bbb. The phrases “ultimate control” and “ultimate authority” and “ultimately controlled” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

ccc. The phrases “programming policies for the Station” and “Station’s programming policies” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

ddd. The phrases “policies governing Station personnel” and “Station’s personnel policies” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

eee. The phrases “policies governing Station finances” and “Stations’ financial policies” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

fff. The terms “collaboration” and “collaborated” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

ggg. The phrase “in collaboration with” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

hhh. The phrases “in consultation with” and “after consultation between” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

iii. The term “directed” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

jjj. The phrase “supervision of” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

kkk. The term “retained” shall mean the past tense of the term “retaining” as intended by EMT in its response to the Bureau’s RFAs.

lll. The phrase “operate and manage” shall mean the same as intended by EMT in the 2012 EMT Opposition.

mmm. The phrase “administer and program” shall mean the same as intended by EMT in its response to the Bureau’s RFAs.

nnn. The phrase “expenses incurred in the administration of” shall mean the same as intended by the EMT Trust Agreement and the EMT Trust #2 Agreement at para. 8.10.

ooo. The phrase “taxes imposed on” shall mean the same as intended by the EMT Trust Agreement and the EMT Trust #2 Agreement at para. 8.10.

ppp. The phrase “supervised and controlled” means the same as intended by EMT in its response to the Bureau’s RFAs.

qqq. The phrase “daily operations” means the same as intended by EMT in its response to the Bureau’s RFAs.

INSTRUCTIONS

a. Each interrogatory shall be answered separately and fully in writing under oath or affirmation and the answers shall be signed by the person making them. If an interrogatory is objected to, the reasons for the objection shall be stated in lieu of an answer and signed by the attorney making them.

b. The singular of a term includes the plural number and vice versa, any use of gender includes both genders, and a verb tense includes all other verb tenses where the clear meaning is not distorted by addition of another tense or tenses.

c. In the event you are unable to respond to any Interrogatory, please explain why you are unable to respond.

d. Unless otherwise specified, supply all information requested for the period January 1, 2006 through the present.

INTERROGATORIES

1. Identify the name and contact information for each current and former employee and consultant of EMT other than Watkins.

2. Identify the name and contact information for each current and former employee and consultant of Insane.

3. Identify the name and contact information for each current and former employee and consultant of the Stations.

4. In the EMT LOI Response at Answer 15, EMT represented to the Media Bureau that Watkins prepared the 2006 trust document. Identify the "2006 trust document" to which EMT referred in the EMT LOI Response.

5. In response to Bureau RFA Request No. 6, EMT denies that Watkins prepared the EMT Trust Instrument. Identify who prepared the EMT Trust Instrument.

6. Explain whether EMT is classified as a grantor trust, and if not, explain why not and identify the type of trust it is.

7. Explain whether EMT #2 is classified as a grantor trust, and if not, explain why not and identify the type of trust it is.

8. In the 2012 EMT Opposition at 5, para. 11, EMT represented to the Media Bureau that Watkins and Stephen Romanik agreed that Stephen Romanik would create a separate company to “operate and manage the stations.” Describe what EMT meant by the phrase “operate and manage.”

9. In response to Bureau RFA Request No. 20, EMT admits that “Watkins and Stephen Romanik agreed that Stephen Romanik would form a company to administer and program the Stations.” Describe the differences if any that EMT believes exist between the phrases “operate and manage” and “administer and program.”

10. Describe how Insane administered and programmed the Stations.

11. In a June 20, 2011 email from Anthony Lepore to Ms. Diane Law-Hsu, attached as part of Attachment K to EMT’s Request for Admissions, Mr. Lepore represented to the Bureau on behalf of EMT that Insane “is the operating entity” for the Stations. Explain what EMT meant by the term “operating entity.”

12. In a July 8, 2011 letter from Anthony Lepore to Ms. Diane Law-Hsu, attached as part of Attachment L to EMT’s Request for Admissions, Mr. Lepore represented to the Bureau on behalf of EMT that “the licensee’s financial ability . . . is reflected in the corporate tax returns for Insane Broadcasting.” Explain why EMT’s financial ability was reflected in the corporate tax returns for Insane in 2011 and whether and why that has continued to be the case through the present.

13. Identify the name of the trust counsel for Romanik referred to by EMT in its

response to Bureau RFA Request No. 16.

14. In response to Bureau RFA Request No. 44, EMT admits that Stephen Romanik and Watkins regularly met and discussed the Stations' FCC Compliance." Explain what EMT means by the term "regularly" and identify the number of occasions on which Watkins and Stephen Romanik discussed the Stations' FCC Compliance, the substance of those discussions, the identity of any additional persons present during those discussions, and the date or approximate time-frame of those discussions.

15. In response to Bureau RFA Request No. 44, EMT admits that Stephen Romanik and Watkins regularly met and discussed . . . other aspects of the Stations' day-to-day functions." Explain what EMT meant by the phrase "other aspects of the Stations' day-to-day functions" and identify the number of occasions on which Watkins and Stephen Romanik discussed "other aspects of the Stations' day-to-day functions," the substance of those discussions, the identity of any additional persons present during those discussions, and the date or approximate time-frame of those discussions.

16. In response to Bureau RFA Request No. 243, EMT admits that "Watkins had a business relationship with Romanik before the creation of EMT." Describe what EMT means by the term "business relationship," and describe the business relationship Watkins had with Romanik, including but not limited to the nature of the business, the role, if any, that Watkins had in the business, and the dates during which such business relationship existed.

17. In the EMT LOI Response at Answer 29, EMT represented to the Media Bureau that "[o]ther than with regard to the Trust, there is no business relationship, nor has there even[sic] been, between" Romanik and Watkins. Explain why EMT represented to the Media Bureau that there had never been a business relationship between Romanik and Watkins other than with regard to the Trust.

18. In response to Bureau RFA Request No. 245, EMT admits that “Watkins served as Treasurer of the Committee to Elect Bob Romanik in 2016.” Identify any other instance in which Watkins worked with or for Romanik outside of what EMT defines as a business relationship after the creation of EMT.

19. Describe the programming policies for the Stations referred to by EMT in its response to Bureau RFA Request No. 105.

20. Describe the policies governing Station personnel referred to by EMT in its response to Bureau RFA Request No. 106.

21. Describe the policies governing Station finances referred to by EMT in its response to Bureau RFA Request No. 107.

22. Describe the programming decisions made by Watkins for the Stations.

23. In response to Bureau RFA Request No. 47, EMT admits that “Watkins ultimately controlled decisions related to the Stations’ finances.” Explain what EMT means by the phrase “decisions related to the Stations’ finances” and describe how Watkins controlled decisions related to the Stations’ finances.

24. In response to Bureau RFA Request No. 101, EMT admits that Watkins retained “ultimate control over the Stations’ employees.” Explain how Watkins retained ultimate control over the Stations’ employees.

25. In response to Bureau RFA Request No. 104, EMT admits that the “routine payroll, accounting, and administrative support functions for the Stations . . . was at all times subject to the ultimate control of EMT.” Describe what EMT means by the phrase “routine payroll accounting, and administrative support functions for the Stations.”

26. Explain how EMT exercised ultimate control over the “routine payroll, accounting, and/or administrative support functions for the Stations.”

27. In response to Bureau RFA Request No. 102, EMT admits that Watkins “made hiring and firing decisions in consultation with Stephen Romanik.” Identify each instance in which Watkins made hiring and firing decisions in consultation with Stephen Romanik, including but not limited to the name of the Station employee.

28. In response to Bureau RFA Request No. 108, EMT admits that it “supervised and controlled the Stations’ daily operations.” Explain what you mean by the term “daily operations.”

29. Explain how EMT supervised and controlled the Stations’ daily operations.

30. In response to Bureau RFA Request No. 118, EMT admits that “Watkins directed Stephen Romanik’s supervision of all Station employees.” Explain how Watkins directed Stephen Romanik’s supervision of all Station employees.

31. In the 2012 EMT Opposition at 7, para. 16, EMT represented to the Media Bureau that “[i]f there were an occasion for a personnel decision such as hiring or firing, Stephen Romanik II would be the person to make that ultimate decision and to carry it out.” In response to Bureau RFA Request No. 119, EMT “denies that Stephen Romanik ‘made the decisions’ concerning hiring or firing of Station employees.” Explain why EMT now represents that “[i]f there were an occasion for a personnel decision such as hiring or firing, Stephen Romanik II would [not] be the person to make that ultimate decision.”

32. In response to Bureau RFA Request No. 119, EMT admits that “Stephen Romanik carried out decisions made by Watkins concerning the hiring or firing of Station employees.” Identify each decision Watkins made concerning the hiring or firing of Station employees, including the name of the Station employee, and explain why Watkins decided to hire or fire that employee.

33. In the EMT LOI Response at Answer 4, EMT represented to the Media Bureau

that, after Stephen Romanik's death, Sanders was "the sole individual with managerial oversight for Insane." Explain what you meant by the phrase "managerial oversight."

34. In response to Bureau RFA Request No. 109, EMT admits that Watkins "made employment decisions in collaboration with Sanders." Identify each instance in which Watkins made employment decisions in collaboration with Sanders, including but not limited to the name of the employee and the time frame in which such decisions were made.

35. In response to Bureau RFA Request No. 114, EMT admits that it set the policies governing Station personnel in consultation with Sanders. Describe the policies governing Station personnel that Watkins set in consultation with Sanders, and explain how such policies differ, if at all, from the policies governing Station personnel referred to by EMT in its response to Bureau RFA Request No. 106.

36. In response to Bureau RFA Request No. 115, EMT admits that it set the policies governing Station finances in consultation with Sanders. Describe the policies governing Station finances that EMT made in consultation with Sanders and explain how such policies differ, if at all, from the policies governing Station finances referred to by EMT in its response to Bureau RFA Request No. 107.

37. Describe all communications between Watkins and Romanik regarding the purchase of a translator for Station WQQW.

38. Describe all communications between Watkins and Romanik regarding EMT's applications to construct a new FM translator.

39. Explain why EMT and Insane both use the info@KZQZ1430am.com email address.

40. In response to Bureau RFA Request No. 69, EMT admits that it "retained an Illinois trust and estate lawyer to confirm the creation of the Trust and to restate and clarify the

purpose of and parties to the Trust.” Identify the name and address of the Illinois trust and estate lawyer that EMT retained and when this lawyer was retained.

41. In response to Bureau RFA Request No. 89, EMT denies that it paid Anthony Lepore’s invoices. Identify who paid Anthony Lepore’s invoices issued in connection with his representation of EMT.

42. In response to Bureau RFA Request No. 93, EMT denies that it paid Fletcher, Heald & Heath’s invoices. Identify who paid Fletcher, Heald & Heath’s invoices issued in connection with its representation of EMT.

43. In response to Bureau RFA Request No. 123, EMT admits that “Stephen Romanik participated, with Watkins and EMT’s FCC counsel, in the decision-making process regarding policies governing the Stations’ personnel.” Describe how the policies governing the Stations’ personnel were decided, including but not limited to, the individual contributions made by Stephen Romanik and Watkins as well as the contributions made by EMT’s FCC counsel to the extent Stephen Romanik was copied on and/or present when EMT’s FCC counsel made such contributions.

44. Describe how the policies governing the Stations’ personnel that EMT refers to in response to Bureau RFA Request No. 123 differ, if at all, from the policies governing Station personnel that EMT admits in response to Bureau RFA Request No. 114 it set in consultation with Sanders and/or the policies referred to by EMT in response to Bureau RFA Request No. 106.

45. In response to Bureau RFA Request No. 131, EMT admits that “Stephen Romanik orally instructed Watkins to take steps to assign Stephen’s beneficial interest in EMT to Romanik.” Explain what you mean by the phrase “beneficial interest in EMT” and describe the steps Watkins took to assign such interest to Romanik.

46. In response to Bureau RFA Request No. 132, EMT admits that it “mistakenly asserted to the Media Bureau in the EMT LOI Response that Stephen Romanik exercised his power of appointment pursuant to the EMT Trust.” Explain when and how EMT discovered it was mistaken in its response to the Media Bureau in the EMT LOI Response.

47. In response to Bureau RFA Request No. 132, EMT admits there was a “misunderstanding of the legal differences between the power of appointment and the assignment of beneficial interest.” Describe this misunderstanding.

48. In response to Bureau RFA Request No. 138, EMT asserts that it cannot admit or deny the Request because it “calls for a further legal conclusion about the effectiveness of the assignment [of the beneficial interest from Stephen Romanik to Romank] and Romanik’s status as a beneficiary of the Trust at any time.” Explain whether EMT has obtained a legal opinion “about the effectiveness of the assignment [of the beneficial interest from Stephen Romanik to Romank] and Romanik’s status as a beneficiary of the Trust at any time,” and if so, when EMT obtained that opinion, and from whom.

49. In response to Bureau RFA Request No. 141, EMT admits that it “believes the beneficial interest in the Trust passed from Stephen Romanik to Sanders pursuant to Stephen’s oral instructions to Watkins after Romanik declined the beneficial interest.” Explain the basis of EMT’s belief.

50. In response to Bureau RFA Request No. 149, EMT admits that “Sanders . . . provided input at the request of Watkins in employment decisions at the Stations.” For each such employment decision in which Sanders provided input, explain why Watkins requested Sanders’ input, describe the input that Sanders provided, and identify how Sanders provided such input (*i.e.* orally or in a written communication), the name of the employee or potential employee at issue, and when such input was provided.

51. In response to Bureau RFA Request No. 150, EMT admits that “Romanik . . . provided input at the request of Watkins in hiring and firing decisions at the Stations.” For each such hiring and firing decision in which Romanik provided input, explain why Watkins requested Romanik’s input, describe the input that Romanik provided, and identify how Romanik provided such input (*i.e.* orally or in a written communication), the name of the employee or potential employee at issue, and when such input was provided.

52. In response to Bureau RFA Request No. 154, EMT admits that “Watkins communicated with Romanik concerning the terms of the Emmis LMA.” Describe all of the communications between Watkins and Romanik concerning the terms of the Emmis LMA, including but not limited to the specific terms of the Emmis LMA that Watkins discussed with Romanik, the form of those communications (*i.e.* oral or written communication), and the date or approximate time frame of those communications.

53. In response to Bureau RFA Request No. 155, EMT denies that “Watkins played no role in determining the purchase price for Station KFTK (formerly WQQX).” Describe the role Watkins played in determining the purchase price for Station KFTK (formerly WQQX).

54. Describe all of Watkins’ communications with Emmis personnel regarding the terms of the Emmis LMA, including but not limited to the identity of the Emmis personnel with whom Watkins communicated, the content of those communications, the form of those communications (*i.e.* oral or written communication), the approximate date or time-frame of those communications, and the identity of any individuals present during those communications beyond Watkins and the Emmis personnel.

55. In response to Bureau RFA Request No. 159, EMT admits that “Romanik communicated with Emmis personnel concerning the terms of the Emmis LMA at the direction of Watkins.” Explain why Watkins directed Romanik, rather than someone else, to communicate

with Emmis personnel and describe the substance of the communications Watkins directed Romanik to have with Emmis.

56. Describe all of Watkins' communications with Emmis personnel regarding the purchase price of a translator for Station WQQW, including but not limited to the identity of the Emmis personnel with whom Watkins communicated, the content of those communications, the form of those communications (*i.e.* oral or written communication), the approximate date or time-frame of those communications, and the identity of any individuals present during these communications beyond Watkins and the Emmis personnel.

57. Bureau RFA Request No. 169 asks that EMT admit that "Watkins did not communicate with Entercom personnel concerning the Emmis LMA." In response to Bureau RFA Request No. 169, EMT states that "it cannot admit or deny Request 169." Explain why EMT cannot admit or deny whether Watkins communicated with Entercom personnel concerning the Emmis LMA.

58. In response to Bureau RFA Request No. 171, EMT admits that "Watkins conferred with other individuals (including Romanik) regarding whether to purchase a translator for Station WQQW." Identify each individual with whom Watkins conferred regarding whether to purchase a translator for Station WQQW, the content of those discussions, the form of those communications (*i.e.* oral or written communication), the identify of each individual present during or copied on those communications, and the approximate date or time-frame of those communications.

59. In response to Bureau RFA Request No. 172, EMT denies that "Romanik has the power to sell or dispose of any assets held by EMT." Explain the basis for this denial and identify with specificity all documents on which you rely to respond to this Interrogatory.

60. Explain whether Sanders has the power to sell or dispose of any assets held by

EMT #2 and, if not, explain why not and identify with specificity all documents on which you rely to respond to this Interrogatory.

61. In response to Bureau RFA Request No. 174, EMT denies that “Romanik has the power to replace EMT’s trustee at will.” Explain the basis for this denial and identify with specificity all documents on which you rely to respond to this Interrogatory.

62. In response to Bureau RFA Request No. 177, EMT denies that “Sanders has the power to replace EMT #2’s trustee at will.” Explain the basis for this denial and identify with specificity all documents on which you rely to respond to this Interrogatory.

63. Explain whether Romanik had the power to sell or dispose of any assets held by the Trust between January 1, 2006 and December 19, 2012, and if not, why not. Identify with specificity all documents on which you rely to respond to this Interrogatory.

64. Explain whether Romanik had the power to revoke the Trust between January 1, 2006 and December 19, 2012, and if not, why not. Identify with specificity all documents on which you rely to respond to this Interrogatory.

65. Explain whether Romanik had the power to replace Watkins as the Trustee of the Trust between January 1, 2006 and December 19, 2012, and if not, why not. Identify with specificity all documents on which you rely to respond to this Interrogatory.

66. In response to Bureau RFA Request No. 228, EMT denies that it pays Federal income tax. Explain whether EMT has paid Federal income tax at any point since its inception, and if not, why not.

67. In response to Bureau RFA Request No. 229, EMT denies that it pays state income tax. Explain whether EMT has paid state income tax at any point since its inception, and if not, why not.

68. Explain whether EMT #2 pays or has paid Federal and/or state income tax, and if

not, why not.

69. In the EMT Trust Agreement and EMT Trust #2 Agreement at para. 8.10, it states that the Trustee powers include “[t]o pay all expenses incurred in the administration of the trust and, and to pay all taxes imposed on the trust.” Identify all expenses incurred in the administration of the Trust and the Trust #2 and identify who pays and has paid such expenses.

70. Identify all taxes imposed on the Trust and the Trust #2 and identify who pays and has paid such taxes.

71. Explain what costs are meant to be included in the phrase “all other items necessary and incident to the operation of the Programmed Stations” as used in Schedule A to the 2018 LPMA.

72. Identify who pays and has paid each of the Operating Costs, as that term is used in Schedule A to the 2018 LPMA, incurred in the operation of the Stations from January 1, 2006 to the present.

73. Identify who receives or has received monies from operation of the Stations.

74. Identify who receives or has received profits from operation of the Stations.

75. Identify “the valuable consideration” that is referenced in the Assignment of Beneficial Interest as well as the person or entity who received such consideration and the person or entity who provided it.

76. In response to Bureau RFA Request No. 10, EMT admits that Sanders is the grantor of EMT #2. Explain your understanding of how Sanders became the grantor of EMT #2.

77. Explain why Watkins agreed to be Trustee of the Trust and Trust #2.

78. Provide the full name and business address for the FCC counsel John Trent that EMT identified in the EMT LOI Response at Answer 2.

79. In the EMT LOI Response at Answer 3, EMT represented to the Media Bureau

that Insane “has always been . . . the beneficial owner of the Stations.” Explain what you meant by the phrase “beneficial owner of the Stations.”

80. In the EMT LOI Response at Answer 7, EMT represented to the Media Bureau that “Ms. Sanders has from time to time loaned to Licensee small amounts of funds for Station operating expenses, for a total of approximately \$25,000.00.” Explain what you meant by the phrase “operating expenses.”

81. For each loan made by Ms. Sanders to EMT referred to in the EMT LOI Response at Answer 7, identify the amount of the loan, the terms of the loan, the date on which the loan was made, the operating expense for which the loan was made, and why EMT needed the loan.

82. For each loan identified in response to Interrogatory No. 81, identify whether EMT repaid the loan, the amount EMT repaid, and the date on which the loan was repaid. If the loan has not been repaid, explain why not.

83. In the EMT LOI Response at Answer 9, EMT represented to the Media Bureau that “many of the past business records requested were . . . inadvertently destroyed after SR’s death by a third party.” Identify the “third party” to whom EMT refers in the EMT LOI Response.

84. In the EMT LOI Response at Answer 19, EMT represented to the Media Bureau that Watkins “periodically apprised” Romanik “on the status of negotiations and documentation with Emmis . . . via telephone calls and/or in-person meetings.” Explain why Watkins “periodically apprised” Romanik “on the status of negotiations and documentation with Emmis” and describe the content of those telephone calls and/or in-person meetings.

85. In the EMT LOI Response at Answer 21, EMT represented to the Media Bureau that Romanik “has had a limited role in any of the Stations’ operations” and that Romanik “has been known to . . . handle discreet matters relating to the Stations.” Explain what you meant by

a “limited role” and identify each of the “discreet matters” that Romanik has handled relating to the Stations.

86. Identify who prepared the 2018 LPMA.

87. Explain why Watkins is authorized to conduct banking on behalf of Insane.

88. Explain why the Certificate of Liability Insurance attached as Exhibit M to the EMT LOI Response identifies the insured as “Entertainment Media dba Insane Broadcasting” and identify whose signature appears in the “Authorized Representative” box.

89. Explain why EMT uses the same address in its applications with the Commission as the main studios of the Stations and Insane offices.

90. Describe all communications between Watkins and Sanders concerning the Emmis LMA.

91. In response to Bureau RFA Request No. 46, EMT admits that “Watkins ultimately controlled decisions related to the Stations’ ‘operational standards.’” Explain what you mean by the phrase “operational standards” and describe how “Watkins ultimately controlled decisions related to the Stations’ ‘operational standards.’”

92. Identify each individual who provided information for and/or who assisted in the preparation of EMT’s responses to the Bureau’s First Set of Interrogatories, and for each such individual, state his or her full name, the particular Interrogatory response(s) that person assisted with, last known business and residence addresses, and last known telephone number.

Respectfully submitted,

Rosemary C. Harold
Chief, Enforcement Bureau



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August 20, 2019

CERTIFICATE OF SERVICEs

Pamela S. Kane certifies that she has on this 20th day of August, 2019, sent copies of the foregoing "ENFORCEMENT BUREAU'S FIRST SET OF INTERROGATORIES TO ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE" via email to:

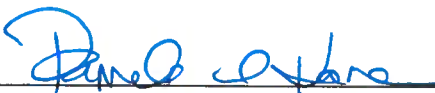
The Honorable Jane H. Halprin
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