

EXHIBIT 6

**CORRESPONDENCE REGARDING INSURANCE COVERAGE FOR PROGRAMMING CARRIED UNDER
LEASED ACCESS PROGRAMMING AGREEMENT**

From: Leased Access Response
To: Charlie Stogner
Cc: Leased Access Response
Subject: RE: Signed agreement
Date: Monday, July 03, 2017 8:43:25 AM
Attachments: StogMedia Las Vegas Leased Access Agreement (Lessee Signed 6-28-17) 6108....pdf

Thank you for your June 29 message with attachments, which included an electronically signed Leased Access Programming Agreement between Cox Communications Las Vegas, Inc. d/b/a Cox and StogMedia (the "Agreement"), an "Affiliate affidavit for Dr. Jon," and a form of ACORD Certificate of Liability Insurance. As explained below, the ACORD Certificate StogMedia provided is inconsistent with the requirements of Section 6 of the Agreement. Cox therefore must review the underlying AXIS Insurance Policy (the "Policy") to confirm its compliance with the Agreement. Please send Cox a complete copy of the Policy, including all riders and attachments, to Cox as soon as possible to ensure that StogMedia's programming may be carried on the Las Vegas cable television system consistent with your desired schedule.

Section 6(a) of the Agreement requires that:

LESSEE shall obtain and have in effect at all times during the Term, Errors and Omissions insurance, written by insurance carriers holding a Best's rating of A- or higher with limits of \$ 1,000,000 per occurrence covering liability arising from all shows provided to the LESSOR. LESSEE shall obtain individual certificates for each state within which any System listed in Exhibit B(s) is located in whole or in part. The policy shall provide for thirty (30) days' prior written notice to LESSOR of any material change, non-renewal or cancellation of coverage. Prior to execution of this Agreement and each time that a change is made in the Policy, the carrier, or Exhibit B resulting in the addition of a System necessitating an additional State certificate, LESSEE shall deliver to LESSOR a Certificate(s) of Insurance evidencing such coverage and naming each LESSOR listed on any Schedule B as an additional insured under the policy as evidence of coverage obtained per this section and shall not limit or restrict any indemnification obligation of the LESSEE under this Agreement.

The Certificate StogMedia provided is inconsistent with Section 6 of the Agreement for the following reasons:

1. The Certificate is not properly completed. In particular, the policy is marked in the "general liability" box, which is inappropriate. General liability insurance policies provide only limited media liability coverage but are insufficient for any company in the media business.
2. The Certificate fails to reflect that the policy provides for the coverage required or that each Cox person or entity listed on Schedule B of the Agreement is "an additional insured" under the policy.
3. The Certificate fails to reflect that the policy provides for 30 days' prior written notice to Cox of any material change, non-renewal or cancellation of coverage.
4. The Certificate fails to reflect that the policy is effective in the state of Nevada.

5. The Certificate fails to reflect that the policy "per occurrence."
6. According to the Certificate, the policy expires April 16, 2018, which is several months before the Agreement would expire.

In addition, please be aware that Cox has yet to receive the required advance payment, and has not received notice regarding which of the acceptable specified file formats StogMedia will use to deliver its Programming or whether StogMedia plans to deliver its Programming in the form of a physical DVD-R or DVD-RW (*see* Agreement, Exhibit C.3).

Thank you again for leasing channel capacity on Cox's Las Vegas, Nevada cable television system. Please provide a copy of the AXIS Insurance policy that is consistent with Section 6 of the Agreement at your earliest convenience.

From: Charlie Stogner [mailto:stogtv@gmail.com]
Sent: Monday, July 3, 2017 9:45 AM
To: Leased Access Response <LeasedAccessResponse@cox.com>
Subject: Re: Signed agreement

Of course Cox must be the exception.

We've been providing this identical ACORD form to Comcast, Time Warner, Charter, Mediacom, Cable One, Bright House and some other smaller systems for over 15 years.

We have never had any cable operator other than Cox say it is inadequate.

Our insurance agent's office won't be open until Wednesday, the 5th, delaying even further our pursuit of securing leased access carriage at Las Vegas. We will have the clerk check to see if we can get our carrier to meet the 'special criteria' you and you alone demand. Meanwhile why not see where FCC has said it is the cable operator's obligation to prove insurance requirements are 'reasonable'.

You write: We must have 'Errors and Omissions' insurance yet there are several references where FCC has ruled allowing a cable operator to require 'media perils' is permitted but FCC has agreed on only permitting operators to require media perils coverage. The agency has ruled that other insurance requirements were not supported in that they were considered as part of 'doing business'.

Here is what FCC has ruled in a case regarding insurance: *A cable operator's right to require reasonable liability insurance coverage for leased access programming was initially discussed in Anthony Giannotti v. Cablevision Systems Corporation.* [1] *The Commission subsequently confirmed that the regulations concerning reasonable terms and conditions of use for commercial leased access do not deny cable operators the right to require reasonable liability insurance coverage for leased access programming.* [2] *Specific conditions or limits regarding the amount of coverage or the type of insurance policy that operators may require are not specified in the regulations, because a specific restriction might not be appropriate for all situations." Instead, the Commission stated that insurance requirements must be reasonable in relation to the objective of the requirement. The Commission further stated that determinations of a "reasonable" insurance requirement will be based on the operator's practices with respect to insurance requirements imposed on non-leased access programmers, the likelihood that the leased access programming will pose a liability risk for the operator, previous instances of litigation arising from the leased access programming, and any other relevant factor* [3] **The burden of proof in establishing reasonableness was placed on cable operators.**

I've been actively using leased access since 1996, am the only 'known' nationwide operator currently with sites in New York, Michigan, Alabama, Georgia, Florida, Missouri. We've had agreements with sites in other states. Not one, not even once, has any operator other than Cox been so difficult to deal with.

You're withholding issuing an agreement that simply confirms our right to leased access carriage until we've paid for airtime. I think you'll find FCC will agree this is an undue condition. Of course you can require payment before providing airtime but I think withholding the agreement until then is unreasonable. *(We need assurance of having an agreement before paying for time a month in advance although under the threat of you withholding it, we will go ahead and do so.)*

As for as delivery, of course we must provide this in one of your accepted formats, but actually would it not be best if our local affiliate could at least converse with the technician that will be physically inserting our content. At least we have this courtesy from other cable operators.

A careful reading of the 'terms/conditions' Cox applies to their agreeing to permit us to exercise the right to carriage as provided System pursuant to Section 612 of the Communications Act of 1934 as amended (the "Act"), shows you even considering the agreement to be a 'license' (Item 19)

The 'media perils' coverage is due to the supposed threat of a cable operator being sued over content aired by a LAPER (leased access programmer) that is deemed 'lewd or obscene'. However we find no record of any operator ever being sued due to this. We do find instances where FCC has imposed fines on the programmers (broadcaster, etc.) when they have aired such content but not on the cable systems it aired on.

Can't we come together a little more reasonably and get us cleared to begin using leased access carriage in Las Vegas.

Charlie Stogner

From: Leased Access Response [<mailto:LeasedAccessResponse@cox.com>]

Sent: Friday, July 07, 2017 8:33 AM

To: Charlie Stogner

Cc: Leased Access Response

Subject: RE: Corrected ACORD form

Cox received your various messages, collectively dated July 3 and July 6, complaining about StogMedia's failure to comply with the reasonable insurance requirements of the Leased Access Programming Agreement (the "Agreement") you signed. Before continuing with any further correspondence on this subject, Cox suggests that StogMedia actually read the Agreement, and in particular Section 5, Section 6, Section 8, Section 9, Exhibit C, and Exhibit D.

Cox's message of July 3, 2017 previously explained to StogMedia in detail why the ACORD Certificate StogMedia previously provided is inconsistent with the requirements of Section 6 of the Agreement. In light of StogMedia's non-compliant Certificate, and in an effort to meet StogMedia's requested carriage schedule, Cox specifically requested a review of the underlying AXIS Insurance Policy (the "Policy") to confirm whether the Policy was compliant with the Agreement StogMedia signed. True to form, StogMedia ignored that request in favor of an irrelevant exegesis regarding its view of various FCC decisions and its purported experiences with other cable operators. Cox will not reiterate the reasons or requirements set forth in its July 3 message here other than to observe that for the most part they remain applicable to the insufficient revised Certificate StogMedia forwarded to Cox yesterday. StogMedia should understand, however, that unless and until the prerequisites of the Agreement it signed are satisfied, StogMedia's programming will not be carried on Cox's Las Vegas, Nevada cable television system. Therefore, to the extent that carriage of StogMedia's programming does not commence in accordance with its preferred schedule or is not carried, that is due entirely to StogMedia's conduct and its failure to comply with its agreed-upon obligations.

Cox also reiterates that it has not received notice regarding which of the acceptable specified file formats StogMedia will use to deliver its Programming, and has not been informed whether StogMedia plans to deliver its Programming in the form of a physical DVD-R or DVD-RW (*see* Agreement, Exhibit C.3). Absent StogMedia's compliance with the terms of the Agreement it signed, Cox sees no reason to continue this discussion.

From: Charlie Stogner [<mailto:stogtv@gmail.com>]

Sent: Friday, July 7, 2017 11:31 AM

To: Leased Access Response <LeasedAccessResponse@cox.com>

Subject: What does this do to your demands

attached is copy of our Axis policy that we've used for a number of years and that seems to have satisfied all other cable operators than Cox.

While this reads as "Film & Entertainment Liability Policy Declarations", we've been informed by our carrier this is 'media perils' coverage.

Will this satisfy your 'insurance' conditions?

--

Charlie Stogner
StogTv



Cox Communications
6205-B Peachtree Dunwoody Rd.
Atlanta, GA 30328

July 14, 2017

CERTIFIED MAIL; RETURN RECEIPT REQUESTED

StogMedia
c/o Charles Stogner
5146 Beauregard Road
Wesson, MS 39191

Re: **Leased Access Programming Agreement; Las Vegas, NV**

Dear Mr. Stogner:

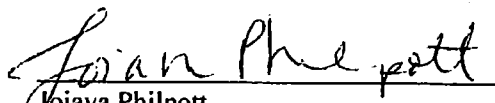
On Friday, July 7, 2017, Cox received from you a copy of the Film & Entertainment Liability Policy with Axis Insurance Company (the "Policy"), which insures Charles Stogner DBA StogMedia. Both Cox and its insurance broker have reviewed the Policy. For the following reasons, among others, Cox unfortunately has determined that the Policy patently fails to comply with the reasonable insurance requirements of the Leased Access Programming Agreement (the "Agreement") you signed:

1. Endorsement 4, FE-41, expressly amends Item 6 of the Policy and specifically states, "The policy shall not apply to motion pictures for theatrical release, programs for radio, television or cable television or records for general distribution unless specifically named by endorsement." (Emphasis added). No such programs are specifically named in any endorsement, and the Policy therefore provides no coverage whatsoever to Cox or StogMedia with regard to the programming StogMedia committed to presenting under the Agreement. Indeed, the Policy expressly excludes such coverage.
2. The Policy fails to provide for 30 days' prior written notice to Cox of any material change, non-renewal or cancellation of coverage.
3. The Policy fails to reflect that it is effective in the state of Nevada.
4. The Policy expires April 16, 2018, which is several months before the Agreement would expire.

Cox has previously and repeatedly explained to StogMedia the requirements and conditions StogMedia undertook in the Agreement it signed, and Cox will not reiterate them here yet again. In fact, Cox has made every effort to accommodate StogMedia in its stated desire to have its programming carried on Cox's Las Vegas, Nevada cable television system, which is demonstrated by the mutually accepted terms set forth in the Agreement.

Cox has previously made clear to StogMedia, however, that unless and until the prerequisites of the Agreement StogMedia signed are satisfied, Cox will not carry StogMedia's programming. Cox also will not continue this discussion indefinitely. Therefore, unless Cox receives a copy of a Policy that is consistent with the Agreement together with any and all other documents and information required thereunder within the next fifteen (15) days, Cox will not countersign the Agreement pursuant to its terms, will return to StogMedia the first quarterly payment Cox previously received, will not respond further to StogMedia regarding this matter, and will consider it terminated. To the extent that carriage of StogMedia's programming does not commence in accordance with its preferred schedule or is not carried, that is due entirely to StogMedia's conduct and its failure to comply with its agreed-upon obligations.

Sincerely,


Joiava Philpott
Vice President, Regulatory Affairs

From: [Hanson, Derrick \(CCI-Atlanta\)](#)
To: [Charlie Stogner \(stogtv@gmail.com\)](#)
Cc: [Leased Access Response](#)
Subject: Ms. Hightower acknowledges your email correspondence dated yesterday, July 20, 2017
Date: Friday, July 21, 2017 7:27:58 PM

Ms. Hightower acknowledges your email correspondence dated yesterday, July 20, 2017, and she has personally reviewed your file. Ms. Hightower wishes to reiterate that StogMedia's programming may be carried on the Cox Las Vegas, Nevada cable television system consistent with terms of the Leased Access Programming Agreement you signed and of Ms. Philpott's letter to you, dated July 14, 2017. The Axis insurance policy you provided specifically excludes coverage for cable television programming, and therefore offers no protection for StogMedia's cable television programming. Please refer to Ms. Philpott's letter for details if StogMedia plans to have its programming distributed on Cox's Las Vegas cable television system.

From: Leased Access Response [mailto:LeasedAccessResponse@cox.com]

Sent: Wednesday, July 26, 2017 8:46 PM

To: Charlie Stogner

Subject: RE: Does this satisfy Cox demands?

Cox received your July 24, 2017 message and additional endorsements (namely, Endorsement 6 and Endorsement 7A) to your Film & Entertainment Liability Policy with Axis Insurance Company (the "Policy"), which insures "Charles Stogner DBA StogMedia."

Cox agrees that Endorsement 7A, FE-03 — designating Cox Communications Las Vegas, Inc. *et al.* as Additional Insureds and providing Cox with thirty (30) days advance written notice of cancelation, non-renewal, or material changes to the Policy — also addresses Cox's concerns regarding renewal and expiration of the Policy. We simply observe that upon renewal of the Policy, a new certificate of insurance may be required under Section 6(a) of the Leased Access Programming Agreement (the "Agreement") you signed.

Cox also agrees that Section V.B. of the Policy — designating the territory as universal — adequately addresses the requirements of Section 6(a) of the Agreement notwithstanding the obligation therein to "obtain individual certificates for each state."

However, Endorsement 6, FE-45, and Sections IV.A.21 and IV.A.22 of the Policy raise several issues that will need to be resolved prior to carriage of the Programming under the Agreement:

1. Endorsement 6 amends Item 6., **Scheduled Production(s)**, of the Declarations to include "community programming or cable television *produced by the "Named Insured."* (Emphasis added.) Inasmuch as the Policy purports to cover only programming *produced by StogMedia*, which is not apparent based on correspondence Cox has received from Mr. Jon Basso, please verify in writing that (i) StogMedia is or will be the *producer* of each episode of the Programming that will be transmitted pursuant to the Agreement; and (ii) StogMedia has agreed to provide the insurance afforded by the Policy to Jon Basso (a/k/a Dr. Jon) as an agent or independent contractor pursuant to Section II.L. of the Policy and the "affidavit" StogMedia provided to Cox, dated June 29, 2017.
2. Section IV.A.21 of the Policy explicitly excludes from coverage "infringement or other **Claims** arising from the title of any **Scheduled Production(s)** until a satisfactory title report is submitted and approved by the Company and specifically endorsed hereon." Please verify in writing, or have your insurance company verify in writing, that each episode of the Programming that will be transmitted pursuant to the Agreement is covered for title infringement under the Policy. Verification should be in the form of a certificate of insurance together with a copy of the Policy Endorsement or an email from the insurer confirming that StogMedia has submitted a satisfactory title report that the insurer has approved and specifically endorsed on the Policy.
3. Section IV.A.22 of the Policy explicitly excludes "infringement or other **Claims** arising from the music contained in any **Scheduled Production(s)** until all releases, licenses, consents and other rights have been obtained and written confirmation of such is submitted to and approved by the Company and the Company issues an endorsement deleting or modifying this exclusion." Please verify in writing, or have your insurance company verify in writing, that each episode of the Programming that will be transmitted pursuant to the Agreement is covered for all music and all associated rights under the Policy. Verification should be in the form of a certificate of insurance together with a copy of the Policy Endorsement or an email from the insurer confirming that StogMedia has submitted written confirmation to the insurer of all releases, licenses, consents and

other rights for music contained in the Programming, which the insurer has approved and for which the insurer has issued an endorsement deleting or modifying Section IV.A.22 of the Policy.

- a. Cox reminds StogMedia that Section 8 of the Agreement obligates StogMedia to secure all necessary copyright and performance clearances, and that StogMedia represented and warranted that it had already obtained such authorizations, licenses, and clearances under Section 9 of the Agreement. Inasmuch as StogMedia has repeatedly refused to provide Cox with any of the requested "copyrights, permits, licenses, and clearances necessary for the proposed service," or any evidence of StogMedia's financial qualifications, and inasmuch as liability for infringement is explicitly excluded from coverage under the Policy, requiring an endorsement deleting or modifying Section IV.A.22 of the Policy is entirely reasonable.

Upon receipt of the documentation outlined above, Cox will execute the Agreement and commence carriage of the Programming consistent with the Agreement's requirements. Cox reiterates, however, that to the extent that carriage of StogMedia's Programming does not commence in accordance with its preferred schedule or is not carried, that is due entirely to StogMedia's conduct and its failure to comply with its agreed-upon obligations.

From: Leased Access Response
To: Charlie Stogner; Dr Jon
Cc: Leased Access Response
Subject: RE: Latest re endorsements
Date: Wednesday, August 02, 2017 8:15:41 AM

As Cox has explained in multiple correspondence with you, the documentation you have provided regarding the insurance required under the Agreement that you executed, as well as your correspondence and the correspondence from Jon Basso regarding his role in the production, control and ownership of the programming proposed to be retransmitted over Cox's Las Vegas cable system, raise important insurance coverage issues that you unfortunately continue to gloss over either willfully or perhaps due to confusion. Contrary to Jon Basso's statements to Cox, you vigorously assert in your email to Cox dated July 27, 2017, that Jon Basso and other unnamed individuals who may play a role in creating and producing the content for the programming proposed to be retransmitted over Cox's Las Vegas cable system are in fact your agents under your control and direction for purposes of your Agreement with Cox.

As explained in more detail in Cox's correspondence to you dated July 26, 2017, the information StogMedia has provided to date concerning its insurance coverage, including Section II.L.6 and Endorsement 8 of your Axis policy, does not reflect insurance coverage for StogMedia's agents and independent contractors.

As previously noted in Cox's July 26 correspondence to you, Section IV.A.21 of the Axis policy excludes from coverage "infringements or other Claims arising from the title of any Scheduled Production(s) until a satisfactory title report is submitted and approved by the Company and specifically endorsed hereon." Your correspondence to Cox dated Friday, July 28, 2017, forwarding comments from Ms. Kristie Kobler, reflects that your insurance company still is contemplating whether to modify or delete the Exclusion in Section IV.A.21 of the policy, which leaves the matter unresolved.

In Ms. Philpott's correspondence to you delivered via email on July 20, 2017 and certified mail on July 21, 2017, StogMedia was given a 15-day window to resolve the outstanding issues and problems with your application and insurance coverage. Please be advised that the time is running out before Cox will consider this matter terminated.

From: [Leased Access Response](#)
To: [Charlie Stogner; Dr Jon](#)
Cc: [Leased Access Response](#)
Subject: RE: Our insurance provider acted quickly
Date: Wednesday, August 02, 2017 1:35:15 PM
Attachments: [Title endorsement.doc](#)

Cox assumes that the intent of the Endorsement No. 8 to StogMedia's Axis insurance policy is to exclude the Scheduled Productions from the Policy's Exclusion A.21, not the Heart Attack Grill restaurant. If this assumption is correct, please have your insurance carrier revise Endorsement No. 8 to include the following language:

"It is agreed Part IV., EXCLUSIONS, A.21. of the policy is deleted with respect to the Scheduled Productions (currently titled "The Heart Attack Grill Diet") that will take place on a daily basis in or around a Las Vegas, NV restaurant known as the Heart Attack Grill and that will be retransmitted over the cable system of Cox Communications Las Vegas, Inc. ("Cox") pursuant to a Leased Access Programming Agreement between Cox and StogMedia.

Please advise ASAP as to the status of the insurance coverage for StogMedia's agents and independent contractors that will be involved with the Scheduled Productions, as explained in Cox's earlier correspondence.

From: [Leased Access Response](#)
To: [Charlie Stogner; Dr. Jon](#)
Cc: [Leased Access Response](#)
Subject: RE: Cox issues
Date: Friday, August 04, 2017 3:25:33 PM

As previously noted in multiple correspondence to you, Section IV.A.21 of the Axis policy excludes from coverage “infringements or other Claims arising from the title of any Scheduled Production(s) until a satisfactory title report is submitted and approved by the Company and specifically endorsed hereon.” Endorsement No.8 that you sent to Cox on Wednesday, August 2 states, in part: “It is agreed Part IV., **EXCLUSIONS, A.21.** of the policy is deleted as respects "Heart Attack Grill".

Cox agrees that StogMedia’s Axis insurance policy will provide title coverage for any titled production that is specifically endorsed to the policy. That’s the way the title exclusion works – that title coverage will apply only when a production’s title is specifically added to the policy via endorsement. According to Exhibit A of the Leased Access Programming Agreement (the “Agreement”) that StogMedia executed, the title of the production is “The Heart Attack Grill Diet.” Of course that could change overnight or in some subsequent episode. Indeed, each episode could have a different name or some variation on the title “The Heart Attack Grill Diet”. Each presumably would be a separate “title” under the policy requiring it to be specifically endorsed to the policy before coverage under the policy applied to any infringement or other claims. On August 2, Cox proposed a reasonable revision to Endorsement No.8 to address these concerns, but it was rejected by StogMedia and its insurance company.

In an attempt to resolve this matter, Cox proposes that Endorsement No.8 be revised to read in pertinent part as follows: **“It is agreed Part IV., EXCLUSIONS, A.21. of the policy is deleted with respect to “The Heart Attack Grill Diet”.** StogMedia then will be required under its Agreement with Cox to submit any variation of that title or a different title for the Scheduled Productions to the insurance company for endorsement to the policy.

With respect to the status of StogMedia’s insurance coverage for its agents and independent contractors that will be involved with the Scheduled Productions, Cox has explained what StogMedia needs to do multiple times in past correspondence. StogMedia’s most recent claim in its correspondence to Cox dated August 2, 2017, is that “[w]e use no agents or Independent contractors any more or less than a local broadcast TV station.” StogMedia has claimed that Jon Basso is StogMedia’s agent for purposes of the programming that will be retransmitted over Cox’s cable system pursuant to the Agreement that StogMedia executed. Mr. Basso, who apparently has a production company named Bad Diet Productions, claims that StogMedia is his agent and his company will be doing the production of the programming that will be retransmitted over Cox’s cable system pursuant to the Agreement.

Moreover, in email correspondence dated August 3, 2017, StogMedia’s insurance agent, Ms. Kelley, appears to be stating that there is coverage under StogMedia’s policy as long as the production falls under the general description in “Scheduled Productions” Endorsement #6: “community programming for cable television produced by the “Named Insured” during the policy period.” The problem is that it doesn’t appear that StogMedia (according to Mr. Basso) actually will be producing the work or that it will be produced “under StogMedia’s direction”. Also, according to the policy Endorsement #7A, Cox is added as an additional insured only with respects to “Matter furnished by the Named Insured” (*i.e.*, StogMedia). It appears

debatable as to whether the programming is produced, furnished, controlled, directed or owned by StogMedia or Mr. Basso and his production company.

Cox does not have a copy of any agreement between StogMedia and Mr. Basso or his production company, and Cox has no way of knowing who is acting as agent for the other. If, as claimed by StogMedia, Mr. Basso and his production company or any other entity is in fact an agent or independent contractor under the direction of StogMedia in the production of The Heart Attack Grill Diet (or any variation thereof), then Section II.L.6. of StogMedia's policy only covers such agents or independent contractors if "the Named Insured [*i.e.*, StogMedia] . . . agrees to provide the insurance afforded by this policy as respects such services or Matter."

Cox has identified this outstanding issue numerous times in its correspondence to StogMedia and StogMedia has provided no clear answer, only antagonistic and argumentative commentary. The question remains - has StogMedia agreed to provide the insurance afforded by its policy to its agents and independent contractors in connection with the production of the programming covered by the Agreement it executed? If so, please provide evidence of such agreement. If not, Cox believes the issues (including the difference between Mr. Basso and StogMedia over who is the agent) would be eliminated if Mr. Basso and his production company were made a Named Insured under the policy for purposes of any programming that will be produced and retransmitted on Cox's Las Vegas cable system pursuant to the Agreement that StogMedia executed. However, StogMedia should check with its insurance agent to determine the appropriate way to resolve this issue.

From: Leased Access Response
To: Charlie Stogner; Dr Jon
Cc: Leased Access Response
Subject: RE: Cox issues
Date: Wednesday, August 09, 2017 2:57:34 PM

Mr. Stogner per your request here's is a bullet point summary of the insurance issues stated below. When these issues are addressed and resolved we will be able to move forward and execute the agreement.

- 1. Endorsement No.8 be revised to change the title from "Heart Attack Grill" to "The Heart Attack Grill Diet".**
 - a. On June 3rd you indicated the title of the program to be carried on Cox's Las Vegas system is "The Heart Attack Grill Diet"
 - b. On June 28th you signed the agreement which lists the title of the program as "The Heart Attack Grill Diet"
 - c. StogMedia then will be required under its Agreement with Cox to submit any variation of that title or a different title for the Scheduled Productions to the insurance company for endorsement to the policy
- 2. Mr. Basso and his production company Named Insured under the Stog Media policy for purposes of any programming that will be produced and retransmitted on Cox's Las Vegas cable system pursuant to the Agreement**
 - a. StogMedia has claimed that Jon Basso is StogMedia's agent for purposes of the programming
 - b. Mr. Basso and his production company, Bad Diet Productions, claims that StogMedia is his agent and his company will be doing the production of the programming
 - c. If, as claimed by StogMedia, Mr. Basso and his production company is in fact an agent or independent contractor under the direction of StogMedia in the production of "The Heart Attack Grill Diet" (or any variation thereof), then Section II.L.6. of StogMedia's policy only covers such agents or independent contractors if "the Named Insured [i.e., StogMedia] . . . agrees to provide the insurance afforded by this policy as respects such services or Matter."

From: Charlie Stogner [mailto:stogtv@gmail.com]
Sent: Wednesday, August 9, 2017 5:05 PM
To: Leased Access Response <LeasedAccessResponse@cox.com>; Philpott, Joiava (CCI-Atlanta-LD) <Joiava.Philpott@cox.com>; Hightower, Jennifer (CCI-Atlanta-LD) <Jennifer.Hightower@cox.com>; Hanson, Derrick (CCI-Atlanta) <Derrick.Hanson@cox.com>
Subject: Maybe clearing a little

Things are getting a little clearer. Joe Basso has provided me with his email to you where he mentions the word 'agent'. What this means is he found me on the web, probably through the association site, as being someone knowledgeable about leased access.

As a result of his contacting me we decided to use our affiliate program so as far as being an 'agent' this was probably the wrong choice of words for Basso to use when he was seeking help.

As far as him 'producing' content, this is the same as if he produced his own TV spot.

I see Cox responded by and say they enclosed a copy of our Affidavit saying Basso was an 'Agent of StogMedia'. I find no reference to 'agent' anywhere in the affidavit. How did get construed as such? Your wrote: *We are attaching a copy of the Agreement along with the Affidavit StogMedia provided to Cox, which designates you as an Agent of StogMedia.*

Here is the wording in our 'affidavit': This instrument is to affirm that (the local affiliate) is duly authorized to act on behalf of StogMedia in any dealings with. Where does it say 'agent'

You're labeling him as agent or 'independent' contractor and dragging him into the insurance policy is one of the major problems I'm trying to resolve.

I understand our insurance is trying to work out some way for us to meet your request.

In that we will meet your conditions one way or the other, wouldn't it be a good idea in the meanwhile for the new document reflecting a 3 month agreement be prepared and us each look it over?

Charlie Stogner
StogTv

From: Charlie Stogner [mailto:stogtv@gmail.com]

Sent: Wednesday, August 23, 2017 9:29 AM

To: Leased Access Response <LeasedAccessResponse@cox.com>; Philpott, Joiava (CCI-Atlanta-LD) <Joiava.Philpott@cox.com>; Hightower, Jennifer (CCI-Atlanta-LD) <Jennifer.Hightower@cox.com>; Hanson, Derrick (CCI-Atlanta) <Derrick.Hanson@cox.com>

Subject: What can we do????

I'm trying to understand. On August 14 you wrote; *Mr. Stogner, endorsement 10 satisfies the first of the two remaining issues. The remaining issue is Mr. Basso and his production company Named Insured under the Stog Media policy for purposes of any programming that will be produced and retransmitted on Cox's Las Vegas cable system pursuant to the Agreement*

I assumed from this you meant once we had our affiliate covered under our insurance (he already and always was as a staff member of StogMedia) Cox would approve our request for airtime. Perhaps it better I say, I surmised, but I was under the impression this was it.

I understand from our insurance this latest attachment should cover this.

We have tried as best we can to comply with the terms and conditions you have placed on this, from providing details on editorial content that appears to be beyond the scope of what the law and FCC say operators are permitted due to being 'held harmless' from a programmer's content due to the prohibition from "exercising any editorial control" over any video programming of a leased access programmer to providing evidence of music rights to the one show.

Instead of objecting to these requirements involved in our editorial content, we've tried to satisfy them. Now we're faced with waiting for your 'risk management' to approve something involved in an area you are already 'held harmless' from.

What, if anything, can I do to get this agreement finalized and our already paid for three-month airtime underway?

I beseech you to please expedite this.

Charlie Stogner
StogTv

From: Leased Access Response <LeasedAccessResponse@cox.com>
Sent: Friday, August 25, 2017 2:52 PM
To: Charlie Stogner; Dr Jon
Cc: Leased Access Response
Subject: RE: Whew!!!!!!

Please disregard the previous message. A corrected message is below.

Cox has reviewed Endorsement No. 11A and Endorsement No. 7A, which you recently provided to Cox in response to Cox's observations that StogMedia's insurance policy failed to comply with the reasonable insurance obligations contained in the Leased Access Programming Agreement (the "Agreement") that you executed on June 28, 2017 and that Cox is willing to execute once you demonstrate compliance with the specific insurance requirements. As explained below, and after consulting with Cox's Risk Management Group and its outside counsel, Cox firmly believes these Endorsements unfortunately fail to provide the reasonable protection required under the Agreement.

Cox repeatedly has provided you clear and unequivocal written and verbal explanations and directions regarding how to comply with the insurance obligations contained in the Agreement. In essence, the insurance must cover Cox for claims and liabilities that arise from the authorized activities and actions taken pursuant to the Agreement. In other words, it must cover Mr. Basso and any programming Mr. Basso or his company produces and provides to Cox to the same extent as the insurance covers programming, if any, that StogMedia produces and provides to Cox. You could have accomplished this with an endorsement amending the original policy you presented or with a separate additional insurance policy meeting the requirements of the Agreement, as long as it specifically covered Mr. Basso and his production company for their activities undertaken pursuant to the Agreement. Notwithstanding multiple opportunities to so, and for reasons unknown to Cox, the documentation you have provided for insurance coverage fails to do so.

As you know, the Section 6(a) of the Agreement requires Cox to be an "additional insured" under your insurance policy. The term "additional insured" has a very specific meaning and status in insurance policies. Under your policy, "**Additional Insured**," is defined in Part II. A. to mean, in part, "any distributor . . . of a **Scheduled Production(s)** that a **Named Insured** or any **Subsidiary** has agreed to hold harmless or indemnify for the **Scheduled Production(s)**" Under the Agreement, Cox clearly is a distributor of the "Scheduled Productions" and StogMedia is agreeing under Section 10 of the Agreement to indemnify Cox with respect to, among other things, "the cablecast [*i.e.*, distribution] of the Programming" (*i.e.*, the "Scheduled Productions") over Cox's Las Vegas cable system. Endorsement 7A identifies Cox as an "additional **Insured**." The term "Insured" is separately defined in Part II.L. of your policy. Regardless of whether this is a typographical error or not, it must be corrected and Endorsement 7A amended to use the proper capitalized defined term in your policy; that is, Cox must be an "**Additional Insured**" under your policy as required by the Agreement.

Cox also has repeatedly pointed out to you that StogMedia's insurance policy contains limitations that raise legitimate questions regarding its coverage of the programming to be retransmitted by Cox over its cable system pursuant to the Agreement. These coverage questions arise in large part because of the numerous conflicting statements and claims of StogMedia and Mr. Basso regarding their relationship and the production, control, and ownership of the programming.

In your "Affidavit" dated June 29, you stated, on behalf of StogMedia, that Mr. Basso is StogMedia's agent for purposes of, among other things, the programming to be retransmitted over Cox's cable system pursuant to the Agreement. In your correspondence to Cox dated August 9, you objected to Cox's characterization of Mr. Basso as an "agent" of StogMedia and you quote a portion of your June 29 "Affidavit" to demonstrate that the word "Agent" is not used. Your "Affidavit" clearly states "[t]his instrument is to affirm that **John Basso or his assign** is duly authorized to act on behalf of StogMedia in any dealings with Cox at Las Vegas, NV" Black's Law Dictionary defines the term "agent" as a "person authorized by another to act for him." Webster's Dictionary similarly defines "agent" as "one who acts for or in the place of another by authority from him." Thus, when you authorized Mr. Basso to act on StogMedia's behalf, as you did with Mr. Basso or his assign in your June 29 Affidavit, you indisputably designated him as StogMedia's agent.

More recently in correspondence to Cox dated August 9, you referred to Mr. Basso as an "affiliate" of StogMedia and suggested that there was an "affiliate agreement" between StogMedia and Mr. Basso. Again, in correspondence to Cox dated August 23, you referred to Mr. Basso as "our affiliate" and noted that "he already and always was . . . a staff member of StogMedia," thereby suggesting that Mr. Basso was an employee of StogMedia rather than an "affiliate." Adding to the confusion, Mr. Basso reported to Cox that he has no "contractual agreement" with you. Mr. Basso, who apparently has a production company named Bad Diet Productions, also has claimed that StogMedia is his agent, that Mr. Basso is "developing all of . . . [his] own original content" and that his company will be doing the production of the programming that will be retransmitted over Cox's cable system pursuant to the Agreement. Notably, your insurance company recognized this problem in correspondence from the insurance company that you included in your correspondence to Cox dated August 8.

Cox has not reviewed any agreement between StogMedia and Mr. Basso or his production company, and based on the multitude of inconsistent claims and statements, Cox has no way of knowing who is acting as agent for the other or what the actual relationship is between StogMedia and Mr. Basso. Whatever the relationship is between StogMedia and Mr. Basso, Cox has no interest in it so long as the activities of the entities involved in the production of the programming pursuant to the Agreement are completely covered by StogMedia's insurance. Cox suggested in its correspondence to you dated August 4 that Mr. Basso and his production company be made a "**Named Insured**" under StogMedia's policy. This would have resolved this coverage problem and the programming would have been retransmitted on Cox's cable system by now; however, you have chosen not to take this simple approach.

Instead, your Endorsement No. 11A to the StogMedia insurance policy names "Jon Basso . . . its **Subsidiary(ies)** and affiliated companies, the officers, directors, and employees thereof . . . as an additional **Insured** but only with respect to the types of **Claims** specified in the **Coverage Agreements** and **Matter furnished by the Named Insured**." (Emphasis added.) The fundamental problem with this Endorsement is that the programming to be covered must be furnished by the Named Insured. With one very narrow, essentially useless exception, this Endorsement provides no coverage for programming produced by Mr. Basso and his production company. In fact, the Endorsement specifically excludes any claims arising from programming that is "created or furnished" by the "additional **Insured**" when those claims include "allegations or facts indicating actual or alleged independent or direct liability on the part of the additional **Insured**." The only exception to this exclusion is narrowly drafted to cover only "**Claims** arising directly from any modifications made by the **Named Insured** [*i.e.*, StogMedia] to **Matter** [*i.e.*, programming] created or furnished by the additional **Insured** [*i.e.*, Basso *et al.*]." This exception, however, only covers claims and liability arising specifically from StogMedia's modifications to the programming. If StogMedia makes no modifications to the programming, StogMedia's insurance policy and Endorsement No. 11A will not cover any claims arising from the programming.

Mr. Basso has reported to Cox that he and his production company, Bad Diet Productions, will be producing the programming that will be retransmitted over Cox's Las Vegas cable system pursuant to the

Agreement. Moreover, Mr. Basso's correspondence and conduct have confirmed this as he or his production company has already provided "The Heart Attack Grill Diet" programming directly to Cox without any apparent involvement or modifications made by StogMedia. Inasmuch as StogMedia apparently will be making no modifications to that programming as we understand it, this leaves Cox with no protection under Endorsement 11A regarding claims alleging the direct liability of Mr. Basso and his production company (the producer of the programming as far as we can tell).

If, as claimed by StogMedia, Mr. Basso and his production company or any other entity is in fact an agent or independent contractor under the direction of StogMedia in the production of The Heart Attack Grill Diet, then Part II.L.6. of StogMedia's policy could cover such agents or independent contractors, **but only if** "the **Named Insured** [i.e., StogMedia] . . . agrees to provide the insurance afforded by this policy as respects such services or **Matter**." This can be accomplished with an Endorsement confirming that StogMedia, the **Named Insured**, agrees that Mr. Basso and his production company are covered under StogMedia's policy pursuant to Section II.L.6. with regard to any programming produced and distributed under the Agreement.

Cox has been explaining these issues to you for several months as clearly and simply as possible, but will not continue repeating itself *ad infinitum* for your benefit. Therefore, to the extent you have any difficulty understanding these explanations, you should direct them to a party other than Cox. In short, Cox will execute the Agreement and commence carriage of Mr. Basso's programming only if StogMedia's insurance covers Cox as an **Additional Insured** and covers Mr. Basso and any programming Mr. Basso or his company produces and provides to Cox.

From: Charlie Stogner [mailto:stogtv@gmail.com]

Sent: Thursday, September 14, 2017 4:35 PM

To: Leased Access Response <LeasedAccessResponse@cox.com>; Hightower, Jennifer (CCI-Atlanta-LD) <Jennifer.Hightower@cox.com>; Philpott, Joiava (CCI-Atlanta-LD) <Joiava.Philpott@cox.com>; Hanson, Derrick (CCI-Atlanta) <Derrick.Hanson@cox.com>

Subject: Finally

We finally have a definitive answer from our insurance carrier that says “ *because StogMedia is not producing the commercial / advertisement then there is no coverage afforded under this policy and cannot be added via endorsement.*”

This means we’ve reached a point in this where now the burden of proof that supports your demand this show be made ‘additional insured’ lies with you.

Should you continue to deny us carriage based on your insistence on the coverage without providing proof as FCC says, then at some point this must be taken up with FCC. If this must come to be, let’s hope it doesn’t hold us off a few more months. It has already delayed us over two months.

I shouldn’t have to point out that the law and FCC rules have you ‘held harmless’ from our programming with the exception of permitting you to require coverage to protect from some claim of obscenity in our material. Here’s where you can view the show on YouTube. <https://www.youtube.com/watch?v=qe8eR0RxBOc&t=30s>

If you now see where this cannot be made ‘additional insured’ and determine to go ahead and finalize the agreement, you need to bring it up to date for our signatures.

Charlie Stogner
StogTv

From: Leased Access Response

Sent: Friday, September 15, 2017 9:33 AM

To: Charlie Stogner <stogtv@gmail.com>

Subject: RE: Finally

Mr. Stogner you stated below that *"We finally have a definitive answer from our insurance carrier that says "because StogMedia is not producing the commercial / advertisement then there is no coverage afforded under this policy and cannot be added via endorsement."* We have explained numerous times that insurance must cover Mr. Basso and any programming Mr. Basso or his company produces and provides to Cox to the same extent as the insurance covers programming, if any, that StogMedia produces and provides to Cox. Therefore we are considering this matter closed and will return Mr. Basso's quarterly payment. If in the future you wish to pursue leased access opportunities with our Las Vegas market please resubmit an application.

EXHIBIT 7

CORRESPONDENCE BETWEEN MR. JON BASSO AND COX

From: Dr Jon
To: Hanson, Derrick (CCI-Atlanta)
Subject: Heart Attack Grill - Leased Access
Date: Tuesday, July 25, 2017 8:00:28 PM

Dear Mr Hanson,

I certainly do not mean to bother you Sir, but I am very concerned about a situation. A month ago I sent \$11,800 (which was cashed by Cox on July 2) as payment for the first quarter of Leased Access on a annual contract for approximately \$46,000.

I believe that I have done everything that Cox has requested; I have uploaded the content to SpotXpress, provided insurance, music licensing documents, etc... I am very happy with Cox and just want to get my program on air as quickly as possible.

Being new to the world of television I opted to use the help of an agent, Mr Charlie Stogner, of Stog Media. While he certainly means well, I have come to understand that Mr Stogner has quite a history of being an activist. Perhaps he has engaged Cox with legal arguments of which I, the client, have zero interest.

I am in complete agreement with Cox and I would be so appreciative of any help that you would be so kind enough to give me. I have a small fortune tied up in production cost and I simply want to move forward and get on air in the Las Vegas market.

I can always be reached at this email or by phone at 702-956-1611.

--

Dr Jon
Chief Surgeon
Heart Attack Grill
Home of the Double Bypass Burger!



From: Leased Access Response [<mailto:LeasedAccessResponse@cox.com>]

Sent: Wednesday, July 26, 2017 9:01 PM

To: jon@heartattackgrill.com

Subject: Heart Attack Grill - Leased Access

Mr. Basso:

Thank you for your July 25 message regarding the lease of channel capacity for carriage of Heart Attack Grill programming on Cox's Las Vegas, Nevada cable television system under an Agreement between Cox and StogMedia.

You are not bothering us and Cox completely understands your concerns. Cox provides leased access to the channel capacity on its cable systems consistent with the requirements of the federal Communications Act, the implementing rules of the Federal Communications Act, and associated contractual arrangements with leased access programmers. All unaffiliated programmers are equally eligible for carriage on Cox cable systems under those conditions.

The unfortunate delay in having the Heart Attack Grill programming distributed on the Las Vegas system is due entirely to StogMedia's unwillingness or inability to comply in a timely manner with the reasonable insurance and copyright documentation requirements, among other things, of the Agreement StogMedia signed with Cox. We are attaching a copy of the Agreement along with the Affidavit StogMedia provided to Cox, which designates you as an Agent of StogMedia. The Agreement is substantially similar to agreements Cox has entered into with other leased access programmers throughout the country, which the parties typically execute and perform under without dispute, argumentation, or delay. Despite Cox's best efforts to accommodate StogMedia, that so far has not been the case in this instance, and Cox appreciates that Heart Attack Grill is in no way responsible for the unnecessary, unproductive, and apparently never-ending delays that StogMedia has caused and continues to cause.

Cox will be happy to commence carriage of Heart Attack Grill programming consistent with the terms and conditions of the Agreement. We also hope to move forward expeditiously to carrying that programming in the Las Vegas market, as we normally do with other independent producers not as dedicated as StogMedia to interminable argument, harassment, and delay.

From: Dr Jon [mailto:jon@heartattackgrill.com]

Sent: Wednesday, July 26, 2017 10:33 PM

To: Leased Access Response <LeasedAccessResponse@cox.com>; Hanson, Derrick (CCI-Atlanta) <Derrick.Hanson@cox.com>

Subject: Re: Heart Attack Grill - Leased Access

Mr Hanson,

I am very appreciative that you responded back to me so quickly as I'm nervous about how much money I've spent on this project. I intend on having a long term quality relationship with Cox and now understand that I very much made a major mistake in using Charlie Stogner as an agent. I am not contractually bound to him in any way and truly prefer to deal with Cox directly.

Would you please send me a new copy of the contract listing myself as the Lessee.

Jon Basso
Heart Attack Grill
450 Fremont Street #130
Las Vegas, Nevada 89101

Also please send me specific insurance requirements and copyright documentation standards. I will immediately obtain the proper policy and send back the executed agreement.

Again, I could not be more apologetic over having sent Mr Stogner to contact Cox on my behalf. I do hope that this has not tarnished our chances for moving forward expeditiously to air our programming in the Las Vegas Market.

I can be reached at any time via this email or by phone at 702-956-1611. Thank you again Sir.

From: [Leased Access Response](#)
To: [Dr Jon](#)
Cc: [Leased Access Response](#)
Subject: RE: Heart Attack Grill - Leased Access
Date: Thursday, July 27, 2017 1:28:34 PM
Attachments: [Jon Basso Las Vegas Leased Access Agreement 7-27-2017.pdf](#)
[Application v8-2017.pdf](#)

Mr. Basso:

Thank you for your July 26th message. We completely understand the urgency to have your programming aired. Per your request, attached is a mocked up agreement as well as an application that will also need to be completed. Information regarding insurance is provided in the agreement under section 6, starting on page 4. Information regarding copyright is provided in the agreement under section 8, page 5.

Cox would be pleased to have a direct relationship with you now or in the future. You should know we are very close to having all documentation through Stog Media. Assuming that documentation arrives today, this would be the most expeditious path to having your programming aired as soon as possible.

From: Dr Jon [mailto:jon@heartattackgrill.com]

Sent: Thursday, July 27, 2017 2:09 PM

To: Leased Access Response <LeasedAccessResponse@cox.com>; Hanson, Derrick (CCI-Atlanta) <Derrick.Hanson@cox.com>

Subject: Re: Heart Attack Grill - Leased Access

Mr Hanson,

Once again thank you for your quick response. I am just mortified over the way Mr Stogner would choose to treat our supplier of airtime. It's not just because Cox is important, I would never allow any partner (big or small) to be treated that way. May I ask two questions:

- 1) If Mr Stogner does deliver everything today, how soon would we be on air?
- 2) Once we are on the air, would Mr Stogner have any reason to further harass Cox?

I only ask because I would have my contract executed by Monday and my insurance policy also sent off early in the week. I am trying to figure the real lag time would be between either route. If your answer to question #2 is that he would have repeated contact with Cox, then I would certainly opt to go it alone, as I do not want to subject you to further abuse.

(On a private note sir, Stogner is 80 years old, and appears to want to fight the battles of yesteryear in a situation in which there is no real advisory to fight. I just want to be on air and do appreciate Cox for providing the opportunity)

From: Leased Access Response
Sent: Thursday, July 27, 2017 3:36 PM
To: Dr Jon <jon@heartattackgrill.com>
Cc: Leased Access Response <LeasedAccessResponse@cox.com>
Subject: RE: Heart Attack Grill - Leased Access

Mr. Basso: We truly appreciate your candor and understanding of our position relative to Mr. Stogner.

Question #1, if the documentation is delivered today and it meets the requirements, we could have the agreement executed tomorrow and could have programming begin August 7th. This also assumes that the content is uploaded in an acceptable format. I reached out to the campaign fulfillment center where you previously uploaded via SpotXPress but they are unable to test the content until its scheduled; that can't happen until the agreement is executed.

Question #2, The short answer is no we do not expect Mr. Stogner to cease his efforts after your programming begins whether the agreement is with Stog Media or you. He has made it clear that he patently objects to our application and agreement.

If you have your documents in sometime next week it would take time for our risk management department to review. This could delay launch past August 7th. It's impossible to determine how much of a delay there would be. If all your documents are in order it might only be a few days to a week. If there are any issues, then it would take as long as needed. Sorry I wish I could be more precise.

From: Dr Jon [mailto:jon@heartattackgrill.com]

Sent: Thursday, July 27, 2017 5:35 PM

To: Leased Access Response <LeasedAccessResponse@cox.com>

Subject: Re: Heart Attack Grill - Leased Access

Mr Hanson,

I've read through the contract you sent and it appears to be identical to the previous contract with Stogner. If that is the case, then yes, I am in complete agreement.

I do have one quick question for clarity; Since I will be sending \$11,800 one month in advance of the beginning of each quarter, that replaces the needs for Deposits and Surety Bonds, correct?

My insurance agent is moving as quickly as possible to obtain the Errors and Omissions Insurance Policy exactly as requested in section 6.

You will find no difficulties or delays with me. Thank you again Sir!

PS: I've not heard back from Charlie Stogner, please let me know if he actually comes through with all of the required pieces.

From: Dr Jon [mailto:jon@heartattackgrill.com]

Sent: Monday, July 31, 2017 11:30 AM

To: Leased Access Response <LeasedAccessResponse@cox.com>; Hanson, Derrick (CCI-Atlanta) <Derrick.Hanson@cox.com>

Subject: Re: Heart Attack Grill - Leased Access

Again Sir I'm tremendously appreciate of your help. I'm just a person who wants to get on the air. I spent a tremendous amount of money on developing all of my own original content (with the exception of one piece of music which I have the proper license agreement), and I gave Cox \$11,800 over a month ago. I genuinely did NOT want to subject anyone to abuse from Charlie Stogner. I simply had no way of knowing that this would occur, and hope that it will not permanently damper my relationship with Cox.

Now that Charlie Stogner has submitted everything that he promised, I will have a formal contractual relationship with him, provided he agrees to negotiate no further on my behalf.

Please, help me get my content on the air. I would be indebted to you Sir.