

1 explanatory. The second quarter did include one month that  
2 was -- where Scripps Howard owned the station and the second  
3 quarter issue programs list was prepared by Scripps Howard.

4 JUDGE SIPPEL: Well, are you saying --

5 MR. HOWARD: If I could explain it, what the  
6 programming is, that there were certain syndicated talk show  
7 programs that were listed in the third quarter that were not  
8 -- second quarter that were not listed in the third quarter.

9 JUDGE SIPPEL: Well, the difficulty I have is that  
10 that -- that's -- I can't talk to you. Mr. Goldstein, do you  
11 want to say something because I can't talk to him when you're  
12 talking?

13 MR. GOLDSTEIN: No. I apologize, Your Honor.

14 JUDGE SIPPEL: That's the difficulty with this  
15 paragraph is it doesn't, it doesn't finish the thought out as  
16 you have just done here and it's open-ended. I'm inclined --  
17 I see Mr. Goldstein's point. I'm inclined to leave it in, but  
18 I'm telling you that I can't make a finding. I can't -- based  
19 on this evidence in paragraph 44, I would not be able to make  
20 an affirmative finding that this adds anything towards renewal  
21 expectancy because it's not specific enough.

22 MR. HOWARD: I don't expect to present such --

23 JUDGE SIPPEL: All right. I'll -- but I'll -- from  
24 the explanation that you gave, it is a clarification of a  
25 deposition question, I will -- I'll permit it to remain. Next

1 objection?

2 MS. SCHMELTZER: I have nothing further on page 21.  
3 On page 22, paragraph 50, the third line down says, "The  
4 Editorial Board is comprised." That's still in the present  
5 tense. And a little further down it says, "At each meeting  
6 proposed topics are discussed," and finally in the last line,  
7 "A democratic decision is then made." So perhaps Scripps  
8 intends to leave this in the present tense, but I don't know?

9 MR. HOWARD: The --

10 JUDGE SIPPEL: Well -- go ahead.

11 MR. HOWARD: Yes, Your Honor. It's a description of  
12 how the Editorial Board works and that's -- it worked that way  
13 then and now.

14 MS. SCHMELTZER: It doesn't say that.

15 MR. HOWARD: Well, it does say, "The Editorial  
16 meets," -- right above that it says, "The Editorial Board  
17 meets weekly and did so during the renewal period."

18 JUDGE SIPPEL: I think it's -- I think the intent is  
19 pretty clear. If there's an objection, it's overruled. Next  
20 item?

21 MS. SCHMELTZER: Nothing on page 23.

22 MR. GOLDSTEIN: Can I just make -- at the top of  
23 page 23 the sentence, "During the renewal period WMAR-TV's  
24 regular schedule included an editorial that was -- at night.  
25 Does that mean to say included editorials that were broadcast

1 four times each week? I think they --

2 MS. SCHMELTZER: No. I think it means one editorial  
3 was broadcast four times. I think that's right the way it is.

4 MR. HOWARD: That is what it means?

5 MR. GOLDSTEIN: A regular schedule. I apologize.

6 JUDGE SIPPEL: They do -- there's a footnote  
7 reference to Attachment H also.

8 MR. GOLDSTEIN: Yeah.

9 JUDGE SIPPEL: All right. Next --

10 MS. SCHMELTZER: Okay.

11 JUDGE SIPPEL: We're on page 24?

12 MS. SCHMELTZER: Yeah. I have nothing on the  
13 revised page 24.

14 JUDGE SIPPEL: Page 25?

15 MS. SCHMELTZER: Oh, yes. Paragraph 57 is all in  
16 the present tense.

17 JUDGE SIPPEL: Well, you know, you have two choices  
18 on that, Ms. Schmeltzer. You can either leave it the way it  
19 is or you can work with the witness on cross-examination to  
20 get it straightened out, but there was an opportunity to do  
21 this editing at yesterday's session and I'm not going to be  
22 introducing that.

23 MS. SCHMELTZER: Okay. I have nothing further on  
24 that page then. On page 26, the beginning of paragraph 61, it  
25 says -- we would move to strike, "Consistent with the general

1 practice described above," as conclusory.

2 JUDGE SIPPEL: Well, it's --

3 MS. SCHMELTZER: And I'm not sure what general  
4 practice is referring to.

5 JUDGE SIPPEL: Yeah. Consistent with the general  
6 practice described above," I mean, boy, that does cover -- it  
7 doesn't refer to paragraphs or even a section.

8 MR. HOWARD: But the whole section is general  
9 practice, Your Honor, starting on the top of page 21, "In  
10 response to -- a general practice."

11 JUDGE SIPPEL: All right. That's fair enough.

12 MS. SCHMELTZER: In paragraph 62, the second line  
13 from the bottom, I would move to strike the first word,  
14 "substantial."

15 JUDGE SIPPEL: Issue responsive programming -- yeah.  
16 I'll agree with that motion.

17 MS. SCHMELTZER: I guess it should read, "Additional  
18 issue responsive programming was presented," so it would --  
19 the first word would be "additional."

20 JUDGE SIPPEL: I see. All right. I'm -- I'll grant  
21 that motion and I'm striking the words "a substantial amount  
22 of." That goes to the heart of the case and that's going to  
23 be for argument and analysis and findings. Next?

24 MS. SCHMELTZER: Okay.

25 JUDGE SIPPEL: That was a good one, Ms. Schmeltzer.

1 Do you have any more like that?

2 MS. SCHMELTZER: I have nothing on page 27. In  
3 paragraph 66 there's a reference to an encore presentation.  
4 Then they go on to talk about a presentation that was  
5 scheduled for September 13th and there's no reference to when  
6 the first presentation occurred, so it's vague. It appears to  
7 be -- the presentation that they're speaking about appears to  
8 be after the renewal period.

9 JUDGE SIPPEL: Well, it says that these were  
10 scheduled for a September 13th air date --

11 MS. SCHMELTZER: Well then, aren't --

12 JUDGE SIPPEL: -- prior to September 3.

13 MS. SCHMELTZER: Okay. Then maybe the word "encore"  
14 should be stricken.

15 JUDGE SIPPEL: Where do you see encore?

16 MS. SCHMELTZER: In the second sentence in paragraph  
17 66.

18 MR. HOWARD: Your Honor, let me explain that. The  
19 encore is there as a limitation because this program was  
20 originally aired prior to the renewal period and this was a  
21 repeat of that performance.

22 MS. SCHMELTZER: So it was aired under Gillette?

23 MR. HOWARD: Exactly.

24 MS. SCHMELTZER: Well then, I still encore should be  
25 stricken because it wasn't aired under Scripps.

1 JUDGE SIPPEL: Where -- I'm having difficulty  
2 finding the word -- where is the word encore?

3 MS. SCHMELTZER: Okay. It says in paragraph 66 --

4 JUDGE SIPPEL: Oh, I see it. I see it. Encore  
5 presentation of a half-hour.

6 MS. SCHMELTZER: Um-hum.

7 MR. HOWARD: I certainly don't object to its being  
8 stricken, Your Honor. I'm just -- it's there for  
9 clarification purposes.

10 JUDGE SIPPEL: How do you want it to read then, Ms.  
11 Schmeltzer?

12 MS. SCHMELTZER: Just take out the word encore. To  
13 tell you the truth, let me -- maybe we should leave it and  
14 cross-examine the witness.

15 JUDGE SIPPEL: Well, don't take me half-way down  
16 this road and then walk away from me.

17 MS. SCHMELTZER: Well, I --

18 JUDGE SIPPEL: I'm trying to work with you on this  
19 and -- fine. We'll leave it for cross. Let's go on.

20 MS. SCHMELTZER: Paragraph 67, the second line from  
21 the end of the paragraph. I would move to strike the words  
22 "on a regular basis." I think the exhibit speaks for itself,  
23 but I don't know what on a regular basis means.

24 JUDGE SIPPEL: I'll grant that one. I'm striking  
25 the words "on a regular basis" in paragraph 67 on page 29.

1 MS. SCHMELTZER: On page 30 I have an objection to  
2 the first sentence which talks about WMAR-TV's responsiveness  
3 to ascertained issues. I think that the word responsiveness  
4 is conclusory.

5 MR. GOLDSTEIN: No. I would disagree with that,  
6 Your Honor.

7 JUDGE SIPPEL: She's qualified to characterize it  
8 that way. You can, you can cross-examine her, but -- I'm  
9 going to deny that objection.

10 MS. SCHMELTZER: I think that's all the pages that  
11 Scripps Howard had revised from the -- now we're getting into  
12 the end of the exhibit, I believe.

13 MR. HOWARD: We did -- there's some additional  
14 revisions.

15 MS. SCHMELTZER: All right. So now we're on page  
16 31. Let's see.

17 JUDGE SIPPEL: Is that a true representation now,  
18 that the revisions that were made after 3:00 yesterday cease  
19 at page 30?

20 MR. HOWARD: No.

21 MS. SCHMELTZER: Oh, no? Oh, I'm sorry. Oh, okay.  
22 That's everything we had reviewed earlier, so -- but now I  
23 have your new part.

24 JUDGE SIPPEL: All right. Okay. Thank you, Mr.  
25 Greenebaum. We'll -- I know what I'm dealing with now. I

1 don't see any changes on page 44, so we -- did I get the right  
2 --

3 MR. HOWARD: Yes, sir, you did. It's -- there are  
4 some on page 38.

5 MR. GOLDSTEIN: 32.

6 JUDGE SIPPEL: 32 there's a change.

7 MR. HOWARD: Right.

8 MR. GOLDSTEIN: 36. I've got the wrong --

9 JUDGE SIPPEL: Okay. That's correct.

10 MR. GOLDSTEIN: --

11 JUDGE SIPPEL: They're well after page 31. All  
12 right. Go ahead, Ms. Schmeltzer.

13 MS. SCHMELTZER: I'm on page 31. In paragraph 73 I  
14 would move to strike the word "broad-based."

15 JUDGE SIPPEL: I'll grant that motion.

16 MR. HOWARD: It is supported by the -- by being  
17 addressed in four different ways.

18 JUDGE SIPPEL: Well, you can make that proposal in  
19 findings.

20 MR. GOLDSTEIN: Your Honor?

21 JUDGE SIPPEL: Yeah.

22 MR. GOLDSTEIN: The only problem with that is  
23 there's the inconsistency. In paragraph 65 it says there was  
24 a broad. You left the word broad-based in. I mean, it's very  
25 difficult and I commiserate with Ms. Schmeltzer on that, but

1 to take it out in one paragraph and leave it in on another.

2 MS. SCHMELTZER: Then I think it should come out in  
3 paragraph 65 too. I didn't notice that one.

4 JUDGE SIPPEL: Well, I'm not, I'm not prepared to  
5 just sign off on that. The fact that they took -- and you  
6 could cross-examine, of course, on this, but the fact that  
7 they took a broad-based approach doesn't mean that they  
8 accomplished a broad-based program and that's the, that's the  
9 gut issue in my estimation, so I'm going to strike it in 73,  
10 but I'll leave it in 65.

11 MS. SCHMELTZER: On page 32, the third line down  
12 refers to an edition of Front Page that appeared on September  
13 14th and 15th which is after the renewal period. I notice  
14 some language at the end. It says, "Coverage that was planned  
15 prior to September 3," and frankly that statement appears a  
16 lot and we have no proof that anything was planned prior to  
17 September 3, so I'm troubled by that. But the September 14th  
18 and 15th is clearly outside the renewal period.

19 JUDGE SIPPEL: But it says -- at the end of the  
20 sentence it says that was planned prior to September 3. I  
21 mean, she's testifying that what was published on the 14th and  
22 15th was planned for prior to September 3.

23 MS. SCHMELTZER: Well, it says, "Featured coverage  
24 of a conference that was planned prior to September 3." It  
25 doesn't say the Front Page edition was planned prior to

1 September 3.

2 JUDGE SIPPEL: Well, you'll have to ask her that  
3 question. Coverage? It's -- to me it doesn't raise anything  
4 on the face of it that would prompt me to strike it, so your  
5 -- let's move on.

6 MS. SCHMELTZER: Okay. This is the category that's  
7 labeled Race Relations. Paragraph 76 speaks about an  
8 editorial on sexual orientation which doesn't seem to be  
9 appropriately covered by Race Relations.

10 MR. HOWARD: Race Relations/Minority Concerns, Your  
11 Honor.

12 JUDGE SIPPEL: Well, I think for purposes of  
13 striking it that's really slicing the cheese too thin. I'm  
14 going to let that stay. I mean, you can -- if you feel you  
15 can do something with that in findings, I'll pay attention to  
16 it, but I'm going to overrule the objection.

17 MS. SCHMELTZER: Okay. Paragraph 77, I object to  
18 the first sentence as conclusory and self-serving.

19 JUDGE SIPPEL: The first one sentence or the first  
20 two sentences?

21 MS. SCHMELTZER: Both of them actually.

22 JUDGE SIPPEL: Well, the second sentence describes  
23 his methodology and --

24 MS. SCHMELTZER: Right. The first -- I think the  
25 first sentence is the most objectionable. The second sentence

1 could be all right if the word "popular" were stricken.

2 JUDGE SIPPEL: Well, if Scripps Howard wants me to  
3 make a finding on that sentence, they would have to list or  
4 refer to a considerable amount of evidence in the record to  
5 support that finding. I mean, I -- technically you're  
6 probably correct. This is argumentative, but this is where  
7 she -- this is where she's asking me to come out, so it puts  
8 me on notice, but I'm not going to accept that statement as  
9 being, as being a definitive statement of the situation. So I  
10 will, I will permit her to say it that way. I'm going to  
11 overrule the objection, but those are my limitations.

12 MS. SCHMELTZER: Page 33, paragraph 78, the first  
13 sentence says, "Throughout the summer and fall of 1991." That  
14 goes -- the fall of 1991 goes beyond the renewal period.

15 JUDGE SIPPEL: What's the first day of fall?

16 MS. SCHMELTZER: Well, I mean, the first day of fall  
17 is September 21st. Fall doesn't end until December sometime.

18 JUDGE SIPPEL: Right. Well, supposing, supposing  
19 that was changed to say that during the renewal period and  
20 that would, that would constrict it?

21 MS. SCHMELTZER: Okay. That's fine. And at the end  
22 of that page I would object to the sentence beginning,  
23 "Finally, the September 14 and 15, 1991 edition of Front Page  
24 focused on," all the way to the end because they've basically  
25 said they don't know -- they have no proof that this program

1 was selected prior to September 3rd.

2 MR. HOWARD: May I address that, Your Honor?

3 JUDGE SIPPEL: Yes, Mr. Howard.

4 MR. HOWARD: The -- it's true that that's -- with  
5 respect to that particular topic. It's not true with respect  
6 to the Front Page which is a regularly scheduled program that  
7 aired throughout the license term. We suggest that the burden  
8 of being able to define when a particular program was -- it  
9 was determined to produce a particular program should be much  
10 less when you're talking about a regularly scheduled program,  
11 for example, in the edition of the new additional program.  
12 Front Page -- it was certainly planned during the renewal  
13 period that Front Page would air during this time and, and  
14 that it would respond the needs and interests of the community  
15 as it always does.

16 JUDGE SIPPEL: Well, you know, that's your  
17 explanation, but where does that come through here in her  
18 testimony?

19 MR. HOWARD: Well, it's stated earlier that Front  
20 Page is a regularly scheduled program aired throughout the  
21 renewal period.

22 JUDGE SIPPEL: We already have let some Front Page  
23 -- some testimony come in on Front Page which came out on the  
24 14th and 15th. That's my recollection. Didn't I, Ms.  
25 Schmeltzer?

1 MS. SCHMELTZER: I can't say that the -- there have  
2 been different editions of Front Page, so I don't know that we  
3 let in anything that specifically dealt with the 14th and  
4 15th, but I mean --

5 JUDGE SIPPEL: Well, I had a recollection that we  
6 did.

7 MS. SCHMELTZER: Yeah, but she --

8 JUDGE SIPPEL: Can you help me on that?

9 MS. SCHMELTZER: I guess the point is here she's --  
10 she is speculating on when it was planned. She has no  
11 knowledge of when they planned this program.

12 JUDGE SIPPEL: Well, this is -- paragraph -- well,  
13 here's another one on paragraph 69. It talks about a series  
14 planned prior to September 3, but that's a different program.  
15 Well, that's -- what you're saying goes to weight. I'm going  
16 to -- it's close enough I'm going to let it in. It's a  
17 discretionary call.

18 MS. SCHMELTZER: All right. On page 34, paragraph  
19 79, the first sentence says, "During the third quarter."  
20 Again, this is a vague time period and it's -- in fact, it's  
21 redundant because the end of the sentence says, "throughout  
22 July and August," so I think we should just strike "during the  
23 third quarter."

24 JUDGE SIPPEL: Well, how about during the, during  
25 the renewal period?

1 MS. SCHMELTZER: That's fine.

2 JUDGE SIPPEL: So I'm scratching third quarter and  
3 inserting renewal period.

4 MS. SCHMELTZER: Next I move to strike all of  
5 paragraph 81 because this deals with western Maryland which is  
6 not part of the station's coverage area and is not -- it's  
7 irrelevant to Baltimore and the issues of Baltimore.

8 JUDGE SIPPEL: That's what the -- I know that's what  
9 the residents in Montgomery County are always complaining  
10 about, Baltimore never paying attention to them. How does  
11 western Maryland fit into this --

12 MR. HOWARD: State concerns with an ascertained  
13 issue, Your Honor. The -- and I think it's -- certainly Emily  
14 Barr can testify that the station believed that it was of --  
15 matters of interest to the community of Baltimore and the  
16 service area.

17 MR. HOWARD: If it weren't Baltimore it could still  
18 be an interest to the service area which is relevant to  
19 renewal expectancy --

20 JUDGE SIPPEL: Mr. Zauner? Mr. Goldstein?

21 MR. GOLDSTEIN: I couldn't care less.

22 JUDGE SIPPEL: Couldn't care less? All right.  
23 We'll let it stay in.

24 MS. SCHMELTZER: Page 35, paragraph 82, the second  
25 sentence, I would move to strike the words, "a wide variety

1 of."

2 MR. HOWARD: Well, I think that they go on in the  
3 next couple of paragraphs and clarify what they mean by a  
4 variety of programming. They talk about front page issues.  
5 They talk about news reports. They talk about special  
6 programs. I think it is clarified in the bottom of that  
7 section. I don't think this is self-serving --

8 JUDGE SIPPEL: Well, I -- I'll let it stay in that  
9 way, overrule the objection. Ms. Schmeltzer, I think you can  
10 see where this is going. I mean, really, do you have some --  
11 something that would really lend itself to, you know, a  
12 judicial evidentiary ruling or it's, you know, unreliable or  
13 something? Where --

14 MS. SCHMELTZER: On page --

15 JUDGE SIPPEL: I appreciate what you're doing. I'm  
16 not trying to belittle it, but it's -- we're spending a lot of  
17 time.

18 MS. SCHMELTZER: On page 37 I would move to strike  
19 all of paragraph 90. "The program was not broadcast until  
20 September 24th." While it says, "Significant planning  
21 occurred prior to September 3rd," there's no evidence of that  
22 and I don't know what the word significant means.

23 JUDGE SIPPEL: Well, it meets -- it certainly meets  
24 the standard of my definition of what -- you know, what would  
25 be permitted to come in. You can voir dire this witness. If

1 she can't convince me that, that she had -- that the  
2 significant planning had begun prior to September 3, I'll  
3 strike it when she's on the stand.

4 MS. SCHMELTZER: In paragraph 91 there's another  
5 reference to the third quarter of 1991.

6 MR. HOWARD: That was the -- in the -- the entire  
7 third quarter was part of the license term, Your Honor.

8 JUDGE SIPPEL: Yes, it was. There'd be an overlap  
9 there.

10 MR. HOWARD: -- was outside the renewal period. We  
11 talked about it yesterday.

12 JUDGE SIPPEL: That's correct. I'll overrule that  
13 objection.

14 MS. SCHMELTZER: Paragraph 92 deals with the Supreme  
15 Court. WMAR-TV admits in the first sentence that their  
16 efforts to address community concerns are not limited to local  
17 issues. This is a national issue. I think the whole  
18 paragraph ought to be stricken.

19 JUDGE SIPPEL: Well, it's -- I would say that that  
20 comment goes to the weight. I mean, I definitely -- I mean, I  
21 agree and I have stated this on the record before, that this  
22 issue is -- has national dimensions to it, but it does have  
23 spillover into the community service and if -- you know, if in  
24 findings Scripps Howard is going to, is going to amass a list  
25 of everything that it's done and included this, I would

1 certainly discount it for that reason but, on the other hand,  
2 it's -- it does have some -- it has, it has relevance in the  
3 context, so I'm going to let it in.

4 MS. SCHMELTZER: On page 40, in the last sentence of  
5 paragraph 97, I would move to strike the sentence or the  
6 phrase, "And the September 21 edition featured an interview  
7 with local author Tom Clancy." That's after the relevant  
8 period of time.

9 JUDGE SIPPEL: Mr. Howard?

10 MR. HOWARD: That's correct, Your Honor.

11 JUDGE SIPPEL: Okay. So that -- this is on page 40,  
12 paragraph 97, just above paragraph 98. It will read, "The  
13 August 17 edition featured an interview with talk show host  
14 Montel Williams." And I'm striking the following language,  
15 "And the September 21 edition featured an interview with local  
16 author Tom Clancy," etc., all the way down to the end of that  
17 sentence. So the sentence -- in other words, the phrase with  
18 Tom Clancy is being stricken entirely, having to do with the  
19 September 21 date.

20 MS. SCHMELTZER: On page 40 in the -- in paragraph  
21 99, it says, "During the second quarter of 1991 which runs  
22 through June 30th and, therefore, includes a portion of the  
23 renewal period." I guess I would just like that modified to  
24 say from May 30 through June 30.

25 JUDGE SIPPEL: Well, do you have any objection to

1 that?

2 MR. HOWARD: Only -- no. No, Your Honor, no  
3 objection.

4 JUDGE SIPPEL: So instead of you saying during the  
5 second quarter of 1991, what's the, what's the language you  
6 want, from May 30th?

7 MS. SCHMELTZER: Through June 30th if that's -- I  
8 mean, it's -- I want Mr. Howard to make certain that that's  
9 what he meant there because it's Ms. Barr's testimony.

10 MR. HOWARD: It does possibly change the -- I would  
11 suggest that it stay the same, Your Honor. It's not -- it's  
12 just introduction to the issues programs list for the second  
13 quarter which included parts that were outside the renewal  
14 period.

15 JUDGE SIPPEL: Well, she is testifying on, you know,  
16 kind of like things that were done on a quarterly basis.

17 MS. SCHMELTZER: My concern is it's not clear what  
18 Gillette did and what Scripps did.

19 JUDGE SIPPEL: Well, again, I can't help but think  
20 that conceptually it's, you know -- that whatever the date of  
21 the acquisition was that at midnight of that date that all of  
22 sudden everything that these people learned at Gillette was  
23 driven out of their mind or something. There has to be some  
24 logical overflow. It's just a question of what's being relied  
25 upon -- renewal expectancy.

1 MR. GOLDSTEIN: Your Honor, I think that the  
2 paragraph actually bends over backwards to explain exactly  
3 that and I think it should be saved the way it was originally.

4 JUDGE SIPPEL: Okay. I've heard enough. I'm going  
5 to overrule the objection then. Paragraph 99 stays the way it  
6 was presented.

7 MS. SCHMELTZER: I have nothing on page 41. Page  
8 42, paragraph 102, I would move to strike the phrase, "In  
9 addition to the responsive programming in a portion of the  
10 second quarter not contained in the renewal period." In  
11 other words, I think the sentence should begin in June 1991.

12 MR. HOWARD: I can explain that also, Your Honor.

13 JUDGE SIPPEL: All right.

14 MR. HOWARD: That's a limitation. That's the issues  
15 programs list that are introduced into evidence that include  
16 material from the previous quarter, so to make it clear to  
17 someone reading the record that not all of the materials in  
18 that issues programs list are relevant to this proceeding  
19 that's the explanation.

20 JUDGE SIPPEL: Well, we don't know that it was -- we  
21 don't and we don't really -- we're not going to inquire as to  
22 whether or not it was responsive programming. Why not just  
23 say, "In addition to the programming?"

24 MR. HOWARD: That's fine.

25 JUDGE SIPPEL: That will -- does that alleviate your

1 concern, Ms. Schmeltzer?

2 MS. SCHMELTZER: I guess that helps.

3 JUDGE SIPPEL: It helps? Every little bit helps.  
4 I'm striking the word responsive in paragraph 102 and leaving  
5 everything else the same.

6 MS. SCHMELTZER: Okay. And the same thing should  
7 occur in paragraph 103 because the same phrase is repeated.

8 JUDGE SIPPEL: Do you see that, Mr. Howard?

9 MR. HOWARD: Yes, sir.

10 JUDGE SIPPEL: Same, same ruling.

11 MR. HOWARD: See it again.

12 JUDGE SIPPEL: All right. Now, it's 10 after 2:00  
13 (sic) and I think it's time to take a recess, but I want to go  
14 off the record and get our schedule straightened out first.

15 (Off the record.)

16 MR. GOLDSTEIN: 103, I have notes that we already  
17 discussed that.

18 MS. SCHMELTZER: I don't believe so.

19 JUDGE SIPPEL: You have notes on that? I have  
20 nothing.

21 MR. GOLDSTEIN: Maybe it was --

22 JUDGE SIPPEL: No. I have, I have nothing on that.  
23 This is all, this is all fresh territory. Let's go off the  
24 record.

25 (Off the record.)

1 JUDGE SIPPEL: We are now in recess until 1:30 this  
2 afternoon. It's 12:15 at this time.  
3 (Off the record.)  
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JUDGE SIPPEL: We're on the record.

MS. SCHMELTZER: Your Honor, we've pared down the objections --

JUDGE SIPPEL: All right.

MS. SCHMELTZER: -- and I think we can move through this pretty quickly. Beginning on page 43 of Emily Barr's testimony I have the same objection to -- and I'm going to lump a few together. In paragraph 106 there's reference to the word responsive again and that's repeated in paragraphs 107, 109, 112, in the first sentence of each paragraph, and also on page 46 in the first full unnumbered paragraph. For some reason the paragraph does not have a number. It's right under Government Affairs. So I would just move to strike responsive in the first sentence of each of those paragraphs and it would be consistent with your earlier rulings. Do you want me to repeat those numbers?

JUDGE SIPPEL: Let me have the paragraph numbers again, please.

MS. SCHMELTZER: All right. 106, 107, 109, 112 and the first full paragraph on page 46 under Government Affairs.

JUDGE SIPPEL: And this is the word responsive?

MS. SCHMELTZER: Right.

MR. GOLDSTEIN: Your Honor, before you go on, I was just going to request you to take out that whole sentence and

1 start with everything behind the comma, like paragraph 106 to  
2 read, "WMAR broadcast."

3 JUDGE SIPPEL: Is that the same lead in for all of  
4 these paragraphs?

5 MR. GOLDSTEIN: Yes.

6 MS. SCHMELTZER: Yes.

7 MR. GOLDSTEIN: I would have stricken -- each one of  
8 them.

9 JUDGE SIPPEL: Well, it does -- I'll hear from Mr.  
10 Howard.

11 MS. SCHMELTZER: I had made a similar objection  
12 before.

13 MR. GOLDSTEIN: Yeah.

14 MR. HOWARD: And it had been ruled on.

15 JUDGE SIPPEL: Well, so, then we don't have anything  
16 really to talk about. But I think that Mr. Goldstein's  
17 suggestion is a good one in terms of taking out the whole lead  
18 in.

19 MR. HOWARD: Well, I think that -- the reason was to  
20 -- that we put it in, Your Honor, was to clarify the record  
21 that there's information in the issues programs list that was  
22 outside the renewal period and so this is just --

23 MS. SCHMELTZER: But it looks like WMAR is relying  
24 on that. That's the problem with the lead in.

25 JUDGE SIPPEL: I hear what you're saying and I think

1 that it's -- whatever my ruling -- but it won't be  
2 inconsistent with my earlier rulings if I take it all out,  
3 will it?

4 MR. GOLDSTEIN: I think so.

5 JUDGE SIPPEL: It will? I had just taken one word  
6 out the last time?

7 MS. SCHMELTZER: Actually, the only other paragraphs  
8 involved were 102 and 103. I think those are the ones --

9 MR. HOWARD: We would have to go back, yes. We'd go  
10 back to 102 and change that so that we could do that.

11 MR. GREENEBAUM: Objection was made to the entire  
12 clause in 102 and only responsive was taken out.

13 JUDGE SIPPEL: Well, then I agree. I mean, there's  
14 no -- that will solve the problem. I'm not going to  
15 reconsider this. I've ruled on it that way, 102, 103. Same  
16 ruling with respect to the rest of these, responsive comes out  
17 of 106, 107, 109, 112 and at page 46. What's the next one?

18 MS. SCHMELTZER: Okay. I'm going to assume that you  
19 will not take out the paragraph dealing with the Baltimore  
20 Orioles at the bottom of page 46 and page 47 for the reasons  
21 that you've previously stated?

22 JUDGE SIPPEL: That's correct. I'm not going to  
23 strike the Baltimore Orioles.

24 MS. SCHMELTZER: Okay. I just wanted to raise an  
25 objection for the record. On page --

1 MR. GOLDSTEIN: --

2 JUDGE SIPPEL: Your objection is noted.

3 MS. SCHMELTZER: On page 48, it's in paragraph 118.  
4 There's a sentence that reads, "WMAR-TV also sponsored the Jim  
5 Palmer Celebrity Golf Classic to benefit cystic fibrosis.  
6 Palmer, of course, is a former Orioles pitcher." If you go  
7 over to page 55, paragraph 132, that particular golf classic  
8 was held on September 21 so it's outside the renewal period.  
9 So I'd move to strike the last two sentences of paragraph 118.  
10 I'm sorry. And the sentence -- and I also would move to  
11 strike the following sentence, "Finally, Scott Garceau is a  
12 member of the Advisory Board for Oriole's Wives to benefit  
13 children's charities as irrelevant, so that's a slightly  
14 different objection.

15 MR. HOWARD: May I respond, Your Honor?

16 JUDGE SIPPEL: Well, before you do, I want to --  
17 what is the tie in at the -- further on paragraph that ties in  
18 with the --

19 MS. SCHMELTZER: Okay. Paragraph 132 on page 55  
20 states that the golf classic was held on September 21st.

21 JUDGE SIPPEL: It also says, "In support of the golf  
22 classic."

23 MS. SCHMELTZER: Well, I haven't gotten to that yet.  
24 I will get to that later.

25 JUDGE SIPPEL: Well, maybe Mr. -- well, I'm getting