

CAPITOL RADIO TELEPHONE COMPANY, INC.

1420 KANAWHA BLVD., EAST
 CHARLESTON, WV 25301
 (304) 345-3792

178 WALDO WILSON

08584

37

SHIP TO Luther Hudnall

[] []

DATE	DATE REQUIRED	CUST. ORDER NO.	TAX EXEMPT NO.	TERMS	F.O.B.	SALES PERSON	SHIP VIA
QUANTITY	STOCK NO.	DESCRIPTION			PRICE	AMOUNT	
	6/9/92					WJ9	Car
		Gold Voice P.C.					
		4-13158	341-4949				3000.00
		Pack amount less 40% off					
		B					
MOSE. RETD.	PAID OUT	<input type="checkbox"/> CASH <input type="checkbox"/> CHARGE	<input type="checkbox"/> C.O.D. <input type="checkbox"/> CREDIT	RECEIVED BY		TOTAL ▶	
				Luther Hudnall			

THIS SLIP MUST ACCOMPANY
 ALL CLAIMS AND RETURNED GOODS

Thank You

Charleston, WV 25301
 (304) 345-3792
 In West Virginia 1-800-427-BEEP
 Outside West Virginia 1-800-950-4004



Parkersburg
 Logan

PAGER PICKUP AGREEMENT

#01821

BILLING INFORMATION: (Full Address Required) (Please Print)

NAME: Hill LAST MARY FIRST F. MIDDLE
 ADDRESS: 604 RANDOLPH ST. Char, WV 25301
 CITY STATE ZIP
 AUTHORIZED BY: _____ NAME PHONE OCCUPATION

CUSTOMER INFORMATION:

NAME: _____ LAST FIRST MIDDLE
 ADDRESS: _____ CITY STATE ZIP
 PHONE: 345-2117 CITY STATE ZIP
344-0285 WORK ZIP
 DRIVERS LICENSE No.: JD-77260 HOME STATE WV 2/12/71 BIRTH DATE
 SOCIAL SECURITY No.: 462-25-7075
 INFORMATION LISTED ABOVE CURRENT IN PHONE DIRECTORY? YES NO
 COMPANY: Shannon Hills NAME OCCUPATION 4 months DATE EMPLOYED
 NEAREST RELATIVE: Patricia Yancy RELATIONSHIP Nighbor 345-116 PHONE No.

CREDIT REFERENCES

Name of Creditor	Account Number	Original Balance	Present Balance	Carried in Name of

TERMS OF AGREEMENT

The terms of this agreement are completely described in our tariff on file with the Public Service Commission of West Virginia. A copy of that document is available for inspection at our offices during regular office hours.
 Protection for the paging units is not automatically provided, it is you and/or your firm's responsibility to either insure this equipment against loss and damage, or pay the current replacement value should loss or damage occur. A protection plan is available for an additional \$ _____ per unit per month. This covers your pager if lost or stolen: (There is a \$40.00 deductible.)
 Yes I want protection No I do not want protection
 Use or possession of paging equipment that is not being paid for on a regular basis has been deemed to constitute theft of service from a public utility which, upon conviction can initiate fines up to \$10,000 and/or incarceration for up to ten years!
 Invoices will be sent out on the first of each month. Payment is due by the twentieth of each month. If payment is not received on due date service will be terminated. A \$15.00 re-connection fee may be applied. If I am in default you can demand immediate payment of the unpaid balance plus any interest that is due without giving anyone further notice. You may also take any action permitted by any separate agreement I have signed or by law.
 Responsibility for this equipment is your and your firm's until such time that it is returned to us in the same condition as when received. Your signature below verifies that the equipment was in good condition when received. Failure to promptly return equipment or surrender it upon request constitutes theft and will result in immediate legal action against you and/or your firm.
 "You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right."
 As an individual, and as a representative of my firm, I hereby authorize Capitol PAGER or any credit bureau or other investigative agency employed by them, to investigate any information listed hereon or obtained from me or any other person pertaining to my and/or my firm's financial responsibility. Intending that you shall rely upon my statement herein, I hereby certify to you that the foregoing information is true and complete. I understand the full terms and conditions of this agreement, and that it will be binding on me and/or my firm. I agree (1) that this contract includes the information on the reverse side of this page; and (2) that I read and the Buyer first signing below received a copy of this contract with all blanks filled in before I signed it.

X Hill Mary F CUSTOMERS SIGNATURE (REQUIRED) 5-22-92 DATE

DATE	DATE REQUIRED	P.O.	SALESPERSON	SHIP VIA
<u>5/22/92</u>	<u>5/22/92</u>		<u>C19</u>	<u>Gen</u>
QUANTITY	STOCK NO.	DESCRIPTION	PRICE	AMOUNT
<u>1</u>		<u>Voice 4-12414</u>	<u>P.C.</u>	<u>20.00</u>
		<u>341-2612</u>		

[Signature]

1420 Kanawha Boulevard, East
 Charleston, WV 25301
 (304) 345-3792
 In West Virginia 1-800-427-BEEP
 Outside West Virginia 1-800-950-4004



Huntington
 Parkersburg
 Logan

PAGER PICKUP AGREEMENT

401804

BILLING INFORMATION: (Full Address Required) (Please Print)

NAME: BLACK BIZIAN KEITH
LAST FIRST MIDDLE
 ADDRESS: 1724 KEMP AVE. CHARLESTON WV 25312
CITY STATE ZIP
 AUTHORIZED BY: _____
NAME PHONE OCCUPATION

CUSTOMER INFORMATION:

NAME: BLACK BRIAN KEITH
LAST FIRST MIDDLE
 ADDRESS: 1724 KEMP AVE. CHARLESTON WV 25312
CITY STATE ZIP
 PHONE: 342-4961 28 345-5455
HOME WORK
 DRIVERS LICENSE No.: ES10638 WV 7-13-71
STATE BIRTH DATE
 SOCIAL SECURITY No.: 273-58-8503
 INFORMATION LISTED ABOVE CURRENT IN PHONE DIRECTORY? YES NO
 COMPANY: SPARKYS PAETENDIK 4 MTHS
NAME OCCUPATION DATE EMPLOYED
 NEAREST RELATIVE: JEFFERY JEAN BLACK PARENTS 770-3625
RELATIONSHIP PHONE No.

CREDIT REFERENCES

Name of Creditor	Account Number	Original Balance	Present Balance	Carried in Name of
				PAID <u>20</u>

TERMS OF AGREEMENT

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 Protection for the paging units is not automatically provided, it is you and/or your firms responsibility to either insure this equipment against loss and damage, or pay the current replacement value should loss or damage occur. A protection plan is available for an additional \$_____ per unit per month. This covers your pager if lost or stolen: (There is a \$40.00 deductible.)
 Yes I want protection No I do not want protection
 Use or possession of paging equipment that is not being paid for on a regular basis has been deemed to constitute theft of service from a public utility which, upon conviction can initiate fines up to \$10,000 and/or incarceration for up to ten years!
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 Responsibility for this equipment is your and your firms until such time that it is returned to us in the same condition as when recieved. Your signature below verifies that the equipment was in good condition when recieved. Failure to promptly return equipment or surrender it upon request constitutes theft and will result in immediate legal action against you and/or your firm.
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 As an individual, and as a representative of my firm, I hereby authorize Capitol PAGER or any credit bureau or other investigative agency employed by them, to investigate any information listed hereon or obtained from me or any other person pertaining to my and/or my firms financial responsibility. Intending that you shall rely upon my statement herein, I hereby certify to you that the foregoing information is true and complete. I understand the full terms and conditions of this agreement, and that it will be binding on me and/or my firm. I agree (1) that this contract includes the information on the reverse side of this page, and (2) that I read and the Buyer first: signing below received a copy of this contract with all blanks filled in before signed it.

x [Signature] 4-27-92
 CUSTOMERS SIGNATURE (REQUIRED) DATE

DATE	DATE REQUIRED	P.O.	SALESPERSON	SHIP VIA
<u>4/27</u>	<u>4-28-92</u>	<u>5</u>	<u>[Signature]</u>	<u>Pat</u>
QUANTITY	STOCK NO.	DESCRIPTION	PRICE	AMOUNT
<u>1</u>	<u>35</u>	<u>NEW P.C.</u>		<u>20</u>
		<u>000 1509 3415320</u>		

PAGER PURCHASE AGREEMENT

BILLING INFORMATION: (Full Address Required) (Please Print)

NAME: ODD JOBS Unlimited
 ADDRESS: 5108 Utrable Ave Charleston W.V. 25304
LAST CITY STATE ZIP
 AUTHORIZED BY: Apt. B Owens
NAME PHONE OCCUPATION

CUSTOMER INFORMATION:

NAME: Goff Randy
LAST FIRST MIDDLE
 ADDRESS: Ashe W.V. 925-8948
CITY STATE ZIP
 PHONE: Home Work
HOME WORK
 DRIVERS LICENSE No.: E129797 W.V.
STATE
 SOCIAL SECURITY No.: 235-92-2051
BIRTH DATE
 INFORMATION LISTED ABOVE CURRENT IN PHONE DIRECTORY? YES NO
 COMPANY: _____
 NEAREST RELATIVE: Tim Goff Brother 3441244
NAME OCCUPATION DATE EMPLOYED
RELATIONSHIP PHONE No.

CREDIT REFERENCES

Name of Creditor	Account Number	Original Balance - Present Balance	Carried in Name of
	<u>FC</u>	<u>41.20</u>	<u>DATA INC #</u>
			<u>162</u>

TERMS OF AGREEMENT

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 Yes I want protection No I do not want protection
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Responsibility for this equipment is your and your firms until such time that it is returned to us in the same condition as when recieved. Your signature below verifies that the equipment was in good condition when recieved. Failure to promptly return equipment or surrender it upon request constitutes theft and will result in immediate legal action against you and/or your firm.
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 As an individual, and as a representative of my firm, I hereby authorize Capitol Pager or any credit bureau or other investigative agency employed by them, to investigate any information listed hereon or obtained from me or any other person pertaining to my and/or my firms financial responsibility. Intending that you shall rely upon my statement herein, I hereby certify to you that the foregoing information is true and complete. I understand the full terms and conditions of this agreement, and that it will be binding on me and/or my firm. I agree (1) that this contract includes the information on the reverse side of this page; and (2) that I read and the Buyer first signing below received a copy of this contract with all blanks filled in before I signed it.

[Signature]
 CUSTOMERS SIGNATURE (REQUIRED) DATE

DATE	DATE REQUIRED	P.O.	SALESPERSON	SHIP VIA
<u>6-10-92</u>			<u>C18</u>	<u>PT</u>
QUANTITY	STOCK NO.	DESCRIPTION	PRICE	AMOUNT
<u>2</u>	<u>34</u>	<u>Pri Cannon</u>	<u>20</u>	<u>40</u>
	<u>61</u>	<u>TR</u>		<u>100</u>

1700 Kanawha Boulevard, East
 Charleston, WV 25301
 (304) 345-3792
 In West Virginia 1-800-427-BEEP
 Outside West Virginia 1-800-950-4004



Service
 Huntington
 Parkersburg
 Logan

PAGER PICKUP AGREEMENT

#00812

BILLING INFORMATION: (Full Address Required) (Please Print)

NAME: SIDACUS MICKY
LAST FIRST MIDDLE
 ADDRESS: 427 S. 12 Ave Dunbar WV. 25064
CITY STATE ZIP
 AUTHORIZED BY: _____
NAME PHONE OCCUPATION 768-6935

CUSTOMER INFORMATION:

NAME: _____
LAST FIRST MIDDLE
 ADDRESS: _____
CITY STATE ZIP
 PHONE: _____
HOME WORK
 DRIVERS LICENSE No.: E 431667 WV. 9-26-66
STATE BIRTH DATE
 SOCIAL SECURITY No.: 232-15-6148
 INFORMATION LISTED ABOVE CURRENT IN PHONE DIRECTORY? YES NO
 COMPANY: _____
NAME OCCUPATION DATE EMPLOYED
 NEAREST RELATIVE: Helen Mother
RELATIONSHIP PHONE No.

CREDIT REFERENCES

Name of Creditor	Account Number	Original Balance	Present Balance	Carried in Name of
<i>PAID</i>				

TERMS OF AGREEMENT

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 Yes I want protection No I do not want protection
 Use or possession of paging equipment that is not being paid for on a regular basis has been deemed to constitute theft of service from a public utility which, upon conviction can initiate fines up to \$10,000 and/or incarceration for up to ten years!
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 Responsibility for this equipment is your and your firms until such time that it is returned to us in the same condition as when recieved. Your signature below verifies that the equipment was in good condition when recieved. Failure to promptly return equipment or surrender it upon request constitutes theft and will result in immediate legal action against you and/or your firm.
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 As an individual, and as a representative of my firm, I hereby authorize Capitol Pager or any credit bureau or other investigative agency employed by them, to investigate any information listed hereon or obtained from me or any other person pertaining to my and/or my firms financial responsibility. Intending that you shall rely upon my statement herein, I hereby certify to you that the foregoing information is true and complete. I understand the full terms and conditions of this agreement, and that it will be binding on me and/or my firm. I agree (1) that this contract includes the information on the reverse side of this page; and (2) that I read and the Buyer first signing below received a copy of this contract with all blanks filled in before I signed it.

Mickie Sidacus 01-09-92
 CUSTOMERS SIGNATURE (REQUIRED) DATE

DATE	DATE REQUIRED	P.O.	SALESPERSON	SHIP VIA
<u>4-9-92</u>			<u>18</u>	<u>flat</u>
QUANTITY	STOCK NO.	DESCRIPTION	PRICE	AMOUNT
<u>1</u>	<u>341</u>	<u>Private Comm</u>		<u>20.00</u>

PL 61-13028 341-2615

1420 Kanawha Boulevard, East
 Charleston, WV 25301
 (304) 345-3792
 In West Virginia 1-800-427-BEEP
 Outside West Virginia 1-800-950-4004



Huntington
 Parkersburg
 Logan

PAGER PICKUP AGREEMENT

110-830

BILLING INFORMATION: (Full Address Required) (Please Print)

NAME: GURDER SODE
LAST FIRST MIDDLE
 ADDRESS: 1338 Highland Drive St. Albans W.V. 25177
CITY STATE ZIP
 AUTHORIZED BY: _____
NAME PHONE OCCUPATION
727-2083

CUSTOMER INFORMATION:

NAME: _____
LAST FIRST MIDDLE
 ADDRESS: _____
CITY STATE ZIP
 PHONE: _____
HOME WORK
 DRIVERS LICENSE No.: E 373564 WV 12-2-66
STATE BIRTH DATE
 SOCIAL SECURITY No.: 233-25-2316
 INFORMATION LISTED ABOVE CURRENT IN PHONE DIRECTORY? YES NO
 COMPANY: W & L Phone C.A.M.C. ADH. OFFICE 14. MTS
NAME OCCUPATION DATE EMPLOYED
 NEAREST RELATIVE: Lives with Mother
RELATIONSHIP PHONE No.

CREDIT REFERENCES

Name of Creditor	Account Number	Original Balance	Present Balance	Credited in Name of
/				PAID 20 ⁰⁰

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 Yes I want protection No I do not want protection
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x Joseph Gardner
 CUSTOMERS SIGNATURE (REQUIRED) DATE

DATE: 4-13-92 DATE REQUIRED: _____ P.O. SALESPERSON: 18 SHIP VIA: FAST

QUANTITY	STOCK NO.	DESCRIPTION	PRICE	AMOUNT
<u>1</u>	<u>341</u>	<u>PAINTER CAN</u>		<u>20.00</u>

41-13158 341-2493

WV 93.7 FM 93.0 AM

Lite Rock for the River Cities!

FIFTH AVENUE BROADCASTING COMPANY
401 11TH STREET
P.O. BOX 1150
HUNTINGTON, WV 25713
PHONE: (304) 523-8401

Client: CAPITOL PAGING			For: cheap pagers #1		
		Begin: 4/27	End:		Date:

:30 AFFORDABLE VOICE PAGING ...AT LAST ~~NOW~~ FROM
 CAPITOL PAGING ONLY \$9.95 per month
only \$9.95 a month. You'll never be out
 of touch in the Huntington-Charleston
 area! Call Capitol paging 523-1200 or stop
 by their offices at 539 9th street ~~in~~ huntington!
 Now your spouse, kids office or anyone can
 keep in touch with you! For only \$9.95 a
 month! Call Capitol Paging today 523-1200!

WRVC

5/91 - 12/91



CAPITOL PAGING
539 Ninth Street • Huntington
523-1200

Jeff Gaskin's
RAPID PRINT

537 Ninth Street • Huntington
525-8911

WRVC

93.7 FM 930 AM

Lite Rock for the River Cities!

FIFTH AVENUE BROADCASTING COMPANY
401 11TH STREET
P.O. BOX 1150
HUNTINGTON, WV 25713
PHONE: (304) 523-8401

Client: <i>Capitol Paging</i>	For: <i>Motoreola</i>
<i>9/8</i> Begin: <i>9/8</i>	End: <i>9/13</i> Date:

HI DAVID ITS ED...I COULDN'T FIND YOU ANYWHERE SO I THOUGHT I'D TRY TO REACH YOU ON YOUR PAGER...

LISTEN DAVE...DITCH THAT THING. CAPITOL PAGING HAS AN INCREDIBLE OFFER.

LISTEN TO THIS...A VOICE PAGER FOR ONLY 9.95. TRUST ME. THIS IS NOT LIKE THE TIME I LEFT A MESSAGE ON YOUR ASWERING MACHING THAT MADONNA WANTED TO GO OUT WITH YOU...NO THIS IS REAL.

9.95 A MONTH FOR A VOICE PAGER.

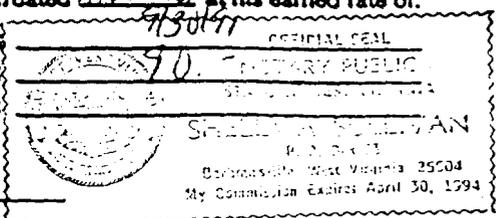
GET ON THE HORN RIGHT NOW AND CALL CAPITOL PAGING AT 523-1200...or stop and see them AT 539 NINIH STREET IN HUNTINGTON....THAT'S ALL I WANTED TO TELL YOU...

OH THAT AND THE FACT THAT WHITNEY HOUSTON REALLY WANTS TO GO OUT WITH YOU... REALLY!

STATION DOCUMENTATION STATEMENT APPROVED BY THE CO-OPERATIVE ADVERTISING COMMITTEE OF THE ASSOCIATION OF NATIONAL ADVERTISERS

This announcement was broadcast 3 times as entered in the station's program log. The times this announcement was broadcast were billed to this station's client on our invoice(s) number/dated 8/20/91 at his earned rate of:

\$ _____ each for _____ announcements, for a total of \$
\$ 30 each for 3 announcements, for a total of \$
\$ _____ each for _____ announcements, for a total of \$



Shelly A. Keller
Signature of station official

=====

ACCOUNT:-----> 11041 CAPITOL PAGING
 TRAFFIC COPY # ----> 1472 LENGTH: 30
 VALID DATES:-----> 10/10/91 thru 10/14/91
 REFERENCE:-----> 9.95 PAGES

----- C O P Y -----

YOU KNOW HOW GOOD CAPITOL PAGINGS - WIDE AREA PAGING SYSTEM IS, BUT,
 EVERYONE DOESN'T NEED 15,000 SQUARE MILE AREA PAGING. NOW, CAPITOL PAGING
 HAS A LOCAL PAGING SYSTEM, VOICE PAGER AT JUST \$9.95 FOR A MONTH. COVERING
 THE ASHLAND, HUNTINGTON, KENOVA, BARBOURSVILLE, AND CHARLESTON AREA FOR ONLY
 \$9.95 EACH MONTH. CALL CAPITOL PAGING - 523-1200, THAT'S 523-1200. CAPITOL
 PAGING WISHES THE BEST TO MARSHALL'S THUNDERING HERD AND TO THE WEST
 VIRGINIA UNIVERSITY MOUNTAINEERS, IN THE 1991 FOOTBALL SEASON.

Rusty

Capitol Paging

Rusty: The other commercials
about 9.95 page came from
other stations

CAPITOL PAGING

"THE PEOPLE FINDERS"

- Individualized for your needs
 - Keeps you in touch
 - Gives you freedom
 - 24 hour service
 - Quantity Discounts
-
- ★ The largest wide area coverage in West Virginia and the Tri-State
 - ★ Exclusive provider for one of the world's largest chemical companies
 - ★ Exclusive provider for West Virginia's largest hospital system
 - ★ We use a guarded system — not a party line — on our wide area coverage

Motorola studies indicate:

- 1) Pager-equipped sales people can make 25% more sales calls than sales people without pagers.
- 2) Pager-equipped service people make 25% more service calls than service people without pagers.
- 3) More sales = more \$. More service calls = more \$.
- 4) Pagers can save an average of \$5 per day in operating costs.

TRY ONE TODAY — THE LOW COST WILL SURPRISE YOU

Guarded System
priced from
\$19.00 per month

SIMPLE
FAST
AFFORDABLE

Locally shared system
voice pagers
\$9.95 per month

New System Voice Pager

\$9.95

per month

The Capital
RECORD

County
Exchange

INVOICE

LOCATIONS:

P. O. BOX 355 MILTON, WV 25541
(304) 743-9231

1035 THIRD AVENUE HUNTINGTON, WV 25701
(304) 529-0391

CAPITAL RECORDS

535 9TH ST.
HUNTINGTON, WV 25701

DATE 06/12/91 INVOICE 3919 PAGE 1 DUE DATE 07/12/91

0, 0, N30

DESCRIPTION	AMOUNT
EXC DISPLAY AD THANK YOU	53.41
SUBTOTAL	53.41
TAX	0.00
TOTAL	53.41
NET TO PAY	53.41

50

One more reason...

Voice Pager

\$9.95 month

Cabell County area

Simple, Fast, Affordable
You should have a pager from

Capitol Paging

24 HOUR SERVICE

599 9th Street 523-1200 Huntington

INVOICE

The Cabell
ECORD

County
Exchange

LOCATIONS:

P. O. BOX 355 MILTON, WV 25541
(304) 743-9231

1035 THIRD AVENUE HUNTINGTON, WV 25701
(304) 529-0391

DATE OF PURCHASE

DATE OF DELIVERY 07/25/91

DATE 06/05/91 INVOICE 3040 PAGE 1 DUE DATE 07/05/91

\$ 0.00 MSRP

DESCRIPTION	AMOUNT
SUBTOTAL TAX TOTAL	53.41 0.00 53.41
NET TO PAY	

52

RECORD

County Exchange

P. O. Box 2883
Huntington, WV 25728-2883
(304) 529-0391

Statement

AMOUNT ENCLOSED \$ _____

A Division of
Wallace Communications, Inc.

CAPITOL PAGING
539 9TH ST.
HUNTINGTON, WV 25701

CAPITOL
CAPITOL PAGING

Page 1
Close 11/30/91

TO INSURE PROPER CREDIT PLEASE CHECK THOSE ITEMS BEING PAID IN THE "✓" COLUMN. PLEASE FILL IN THE AMOUNT PAID COLUMN IF MAKING PARTIAL PAYMENTS.

INVOICE NO.	DATE	DESCRIPTION	DUE DATE	AMOUNT	INVOICE NO.	AMOUNT PAID
0000001539	09/26/90	INVOICE	10/26/90	53.41	0000001539	
0000001637	10/03/90	INVOICE	11/02/90	53.41	0000001637	
0000001719	10/10/90	INVOICE	11/09/90	53.41	0000001719	
0000001825	10/17/90	INVOICE	11/16/90	53.41	0000001825	
0000001963	10/24/90	INVOICE	11/23/90	53.41	0000001963	
0000002130	11/07/90	INVOICE	12/07/90	53.41	0000002130	
0000002191	11/14/90	INVOICE	12/14/90	53.41	0000002191	
0000002253	11/21/90	INVOICE	12/21/90	53.41	0000002253	
0000002332	11/28/90	INVOICE	12/28/90	53.41	0000002332	
0000002374	12/05/90	INVOICE	01/04/91	53.41	0000002374	
0000002484	12/12/90	INVOICE	01/11/91	53.41	0000002484	
0000002545	12/19/90	INVOICE	01/18/91	53.41	0000002545	
0000002649	12/26/90	INVOICE	01/25/91	53.41	0000002649	
0000002712	01/02/91	INVOICE	02/01/91	53.41	0000002712	
0000002744	01/09/91	INVOICE	02/08/91	53.41	0000002744	
0000002758	01/16/91	INVOICE	02/15/91	53.41	0000002758	
0000002813	01/23/91	INVOICE	02/22/91	53.41	0000002813	
0000002851	01/30/91	INVOICE	03/01/91	53.41	0000002851	
0000002931	02/06/91	INVOICE	03/08/91	53.41	0000002931	
0002984	02/13/91	INVOICE	03/15/91	68.41	0000002984	
00003038	02/20/91	INVOICE	03/22/91	53.41	0000003038	
0000003075	02/27/91	INVOICE	03/29/91	53.41	0000003075	
0000003136	03/06/91	INVOICE	04/05/91	53.41	0000003136	
0000003200	03/13/91	INVOICE	04/12/91	53.41	0000003200	
0000003243	03/20/91	INVOICE	04/19/91	53.41	0000003243	
0000003294	03/27/91	INVOICE	04/26/91	53.41	0000003294	
0000003351	04/03/91	INVOICE	05/03/91	53.41	0000003351	
0000003393	04/10/91	INVOICE	05/10/91	53.41	0000003393	
0000003452	04/17/91	INVOICE	05/17/91	53.41	0000003452	
0000003502	04/24/91	INVOICE	05/24/91	53.41	0000003502	
0000003570	05/01/91	INVOICE	05/31/91	53.41	0000003570	
0000003626	05/08/91	INVOICE	06/07/91	53.41	0000003626	
0000003662	05/15/91	INVOICE	06/14/91	53.41	0000003662	
0000003711	05/22/91	INVOICE	06/21/91	53.41	0000003711	
0000003809	05/29/91	INVOICE	06/28/91	53.41	0000003809	
0000003840	06/05/91	INVOICE	07/05/91	53.41	0000003840	
0000003861	06/05/91	INVOICE	07/05/91	53.41	0000003861	
0000003919	06/12/91	INVOICE	07/12/91	53.41	0000003919	
0000003978	06/26/91	INVOICE	07/26/91	53.41	0000003978	
TOTAL BALANCE					TOTAL BALANCE	

CURRENT	PAST DUE 1 - 30	PAST DUE 31 - 60	PAST DUE > 60

A Division of
Wallace Communications, Inc.

CAPITOL PAGING
539 9TH ST.
HUNTINGTON, WV 25701

AMOUNT
ENCLOSED \$ _____

CAPITOL
CAPITOL PAGING

Page 2
Close 11/30/91

TO INSURE PROPER CREDIT PLEASE CHECK THOSE ITEMS BEING PAID IN THE "A" COLUMN. PLEASE FILL IN "AMOUNT PAID" COLUMN IF MAKING PARTIAL PAYMENTS.

INVOICE NO.	DATE	DESCRIPTION	DUE DATE	AMOUNT	INVOICE NO.	AMOUNT PAID
0000004024	07/03/91	INVOICE	08/02/91	53.41	0000004024	
0000004060	07/10/91	INVOICE	08/09/91	53.41	0000004060	
0000004096	07/17/91	INVOICE	08/16/91	53.41	0000004096	
0000004183	07/24/91	INVOICE	08/23/91	53.41	0000004183	
0000004196	07/31/91	INVOICE	08/30/91	53.41	0000004196	
0000004232	08/07/91	INVOICE	09/06/91	53.41	0000004232	
0000004261	08/13/91	INVOICE	09/12/91	53.41	0000004261	
0000004272	08/13/91	INVOICE	09/12/91	53.41	0000004272	
0000004348	08/27/91	INVOICE	09/26/91	53.41	0000004348	
0000004372	09/03/91	INVOICE	10/03/91	53.41	0000004372	
0000004423	09/11/91	INVOICE	10/11/91	53.41	0000004423	
0000004455	09/18/91	INVOICE	10/18/91	53.41	0000004455	
0000004474	09/25/91	INVOICE	10/25/91	53.41	0000004474	
0000004515	10/02/91	INVOICE	11/01/91	53.41	0000004515	
0000004546	10/09/91	INVOICE	11/08/91	53.41	0000004546	
0000004601	10/23/91	INVOICE	11/22/91	53.41	0000004601	
0000004636	10/30/91	INVOICE	11/29/91	53.41	0000004636	
0000004681	11/11/91	INVOICE	12/11/91	53.41	0000004681	
0000004691	11/12/91	INVOICE	12/12/91	53.41	0000004691	
0000004715	11/20/91	INVOICE	12/20/91	53.41	0000004715	
0000004755	11/29/91	INVOICE	12/29/91	53.41	0000004755	
TOTAL BALANCE				5219.21	TOTAL BALANCE	

CURRENT	PAST DUE 1 - 30	PAST DUE 31 - 60	PAST DUE > 60
213.21	213.21	213.21	2578.58

Please make note of our new address change: P. O. Box 2883 Htgn. WV 25728-2883

P
R
B
E
X
12

Federal Communications Commission	
Docket No. <u>93-231</u>	Exhibit No. <u>12</u>
Presented by <u>PRIVATE RADIO BUREAU</u>	
Disposition	Identified <input checked="" type="checkbox"/>
	Received <input checked="" type="checkbox"/> <u>2/4/94</u>
	Rejected <input type="checkbox"/>
Reporter <u>M.K.F.</u>	
Date <u>2/1/94</u>	

Chief Compliance Branch
(PINK)

Room 5202

PRIVATE RADIO BUREAU EXHIBIT NO. 12

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554
July 30, 1992

RECEIVED
NO 97009

In Reply Refer To:
7320-13/91186
217XX0007

CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

Capitol Radiotelephone Inc.
d.b.a. Capitol Paging
1420 Kanawha Blvd. E.
Charleston, West Virginia 25301

Dear Licensee:

This letter is a Notice of Apparent Liability (NAL) for a monetary forfeiture under Section 503(b) of the Communications Act of 1934, as amended, 47 U.S.C. § 503(b). Capitol Radiotelephone Inc. d.b.a. Capitol Paging (Capitol) appears to have incurred liability of \$20,000 for its apparently willful and repeated violation of Section 333 of the Communications Act of 1934, as amended (the Act), 47 U.S.C. § 333, and Sections 90.403(e), 90.405(a) (3) and 90.425(b) (2) of the Commission's Rules, 47 C.F.R. §§ 90.403(e), 90.405(a) (3) and 90.425(b) (2). Section 333 of the Act states: "No person shall willfully or maliciously interfere with or cause interference to any radio communications of any station licensed or authorized by or under this Act or operated by the United States Government." Section 90.403(e) of the Rules states: "Licensees shall take reasonable precautions to avoid causing harmful interference. This includes monitoring the transmitting frequency for communications in progress and such other measures as may be necessary to minimize the potential for causing interference." Section 90.405(a) (3) of the Rules states: "(a) Stations licensed under this part may transmit only the following types of communication: (3) Communications for testing purposes required for proper station and system maintenance. However, each licensee shall keep such tests to a minimum and shall employ every measure to avoid harmful interference." Section 90.425(b) (2) of the Rules states: "(b) Use of automatic Morse code identification equipment. Automatically activated equipment may be used to transmit station identification in International Morse Code pursuant to the following conditions: (2) The Morse code transmission rate shall be maintained between 20 and 25 words per minute."

These determinations are based on your apparent operation of private carrier paging (PCP) station WNSX-646 on August 12, 13, 14 and 15, 1991. On those dates, Capitol appears to have willfully caused station WNSX-646 to repeatedly transmit on the frequency 152.48 MHz in the Charleston, West Virginia and Huntington, West Virginia areas in a manner that caused harmful interference to the transmissions of PCP station WNJN-621. These transmissions may also have caused harmful interference to the transmissions of PCP station WNLM-930.

DISPATCHED
AUG 4 9 41 AM '92
FCC MAIL SECTION

It appears that all or almost all of the transmissions that caused harmful interference on August 12, 13, 14 and 15, 1991 were not for the purpose of conveying actual pages for subscribers. Capitol characterizes all or most of the transmissions that caused harmful interference on August 12, 13, 14 and 15, 1991 as test transmissions. It appears, however, that even if these transmissions were putatively test transmissions, they were primarily intended to cause harmful interference. It further appears that Capitol did not take steps to monitor the frequency 152.480 MHz for communications in progress before transmitting to assure that it did not interfere with those communications. Nor does it appear that Capitol took any other measures necessary to minimize the potential for causing interference.

Additionally, it appears that these "test" transmissions were not kept to a minimum and did not employ sufficient measures to avoid harmful interference. It further appears that an element of failure to keep "test" transmissions to a minimum included transmission of Morse code identification of station WNSX-646 at a rate of approximately seven (7) words per minute (wpm), instead of the required twenty (20) to twenty-five (25) wpm.

It further appears that each of the violations of the Rules and the Act specified above involved egregious misconduct because: (1) the transmissions of station WNSX-646 on these dates were not apparently for the purpose of conveying actual pages for subscribers; (2) the "test" transmissions of station WNSX-646 on these dates had no apparent legitimate "testing" purpose; and (3) a co-channel PCP licensee suffered the harmful interference caused by Capitol, and Capitol, as the primary paging competitor (both as a common carrier and private carrier paging licensee) to this entity in these markets, stood to gain the most from such harmful interference. It also appears that these violations were repeated, occurring on August 12, 13, 14 and 15, 1991.

This NAL is based upon evidence adduced from the following sources:

(1) monitoring of the transmissions of station WNSX-646 by Commission personnel from the Baltimore Field Office using a Commission mobile unit and hand-held equipment and employing sophisticated direction-finding techniques; (2) inspection of station WNSX-646 by Commission personnel; (3) complaints of interference received from station WNJN-621; and (4) Capitol's June 17, 1992 response to our letter of May 19, 1992.

Your total apparent liability to monetary forfeiture was arrived at based upon the Commission's Policy Statement, In re Standards for Assessing Forfeitures, 6 FCC Rcd 4695 (1991), (Policy Statement) which prescribes base forfeiture amounts and upward and downward adjustment criteria that may be applied to base forfeiture amounts, and by applying the provisions of Section 0.331(a) (9) of the Rules, 47 C.F.R. § 0.331(a) (9), concerning authority delegated to the Chief, Private Radio Bureau, regarding forfeiture amounts.

The Policy Statement prescribes a base forfeiture amount of \$7,000 for each single day of a continuing violation of "malicious interference" by a Private Radio Bureau licensee. This violation category includes your apparent violation of Section 333 of the Act. This results in a total base forfeiture amount of \$28,000 for all four days (August 12, 13, 14 and 15, 1991).¹ Your apparent egregious misconduct results in application of an upward adjustment of 50% for an adjusted total forfeiture of \$42,000 for apparent violation of Section 333 of the Act.

The Policy Statement prescribes a base forfeiture amount of \$1,000 for each single day of a continuing violation of "failure to make required measurements or conduct required monitoring." This violation category includes your apparent violation of Section 90.403(e) of the Rules. This results in a total base forfeiture amount of \$4,000 for all four days. Your apparent egregious misconduct results in application of an upward adjustment of 50% for an adjusted total forfeiture of \$6,000 for apparent violation of Section 90.403(e) of the Rules.

The Policy Statement prescribes a base forfeiture amount of \$500 for each single day of a continuing violation in the case of "miscellaneous violations." This violation category includes your apparent violations of Sections 90.405(a)(3) and 90.425(b)(2) of the Rules. This results in a total base forfeiture amount of \$2,000 for all four days for each apparent rule violation, respectively. Your apparent egregious misconduct results in application of an upward adjustment of 50% for an adjusted total forfeiture of \$3,000 for each rule section, or a total of \$6,000 for apparent violation of Sections 90.405(a)(3) and 90.425(b)(2) of the Rules.

The total forfeiture amount for your apparent violations of the Act and the Rules would therefore be \$54,000 before application of the provisions of Section 0.331(a)(9) of the Rules. This Section of the Rules provides the Chief, Private Radio Bureau, delegated authority to issue NALs only for amounts that do not exceed \$20,000. Because this NAL is being issued by delegated authority, your total apparent liability for forfeiture must be adjusted downward to \$20,000.

Thus, your total apparent liability for monetary forfeiture is \$20,000. Although this NAL is not a final determination of liability, failure to respond on your part coupled with no additional information before us would result in issuance of a \$20,000 Notice of Forfeiture, which would be a final

¹ On each single day of each of these apparent repeated violations, the violations that occurred were the result of individual, separate and discrete acts, albeit repeated acts of a similar nature. This is why, for each violation of the Act or Rules, we have applied a separate base amount for each day. Because we have chosen this course, we are not applying the upward adjustment criterion for repeated or continuous violations.

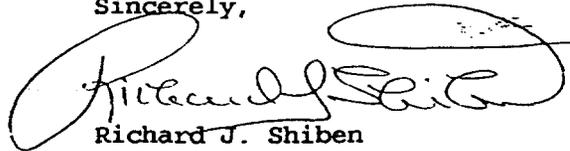
Capitol Radiotelephone, Inc.

4.

determination. You may respond affirmatively in either of two ways. You may send payment of \$20,000 to the Chicago, Illinois, address specified below, or you may send a detailed rebuttal statement of facts and reasons to the Washington, D.C. address specified below.

You should respond to this NAL within thirty days of your receipt of this letter. Failure to respond within thirty days of receipt of this letter will result in issuance of a \$20,000 Notice of Forfeiture, unless additional information warranting a different result is independently brought to the attention of the Commission.

Sincerely,



Richard J. Shiblen
Chief, Land Mobile and
Microwave Division
Private Radio Bureau

Send payment to:

Federal Communications Commission
Post Office Box 73482
Chicago, IL 60673-7482

(place the number 217XX0007 on your remittance)

Send any rebuttal statement to:

Federal Communications Commission
Private Radio Bureau
Land Mobile and Microwave Division
Compliance Branch, Attention: Case No. 91186
Washington, D.C. 20554

Copy to: Kenneth E. Hardman, P.C.
1255 23rd Street, N.W., Suite 800
Washington, D.C. 20037

PRIVATE RADIO BUREAU EXHIBIT NO. 13 ORIGINAL

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C.

In the Matter of)	
)	
CAPITOL RADIOTELEPHONE)	
COMPANY, INC.)	
)	
Notice of Apparent Liability)	Reference No.
for monetary forfeiture for)	7320-13/91186
operation of Private Carrier)	
Paging Station WNSX-646)	Case No. 91186

To: Chief, Compliance Branch
Land Mobile and Microwave Division
Private Radio Bureau

REBUTTAL STATEMENT

Capitol Radiotelephone Company, Inc. d/b/a/ Capitol Paging ("Capitol"), by its counsel, hereby submits this Rebuttal Statement in response to the Notice of Apparent Liability ("NAL") for monetary forfeiture, dated July 30, 1992, proposing to assess a forfeiture of \$20,000 against Capitol under Section 503(b) of the Communications Act of 1934, as amended (the "Act") in connection with Capitol's operation of private carrier paging ("PCP") station WNSX-646 on August 12, 13, 14 and 15, 1991. The Private Radio Bureau (the "Bureau") cited Capitol for apparent violations of Section 333 of the Act and Sections 90.403(e), 90.405(a)(3) and 90.425(b)(2) of the Commission's rules. Based upon the attached Declarations, however, the Bureau should find that no forfeitures against Capitol are warranted. Moreover, even assuming that a forfeiture may be warranted in this instance, which Capitol denies, the Bureau should find that a downward, rather than upward, adjustment in any applicable