

1 JUDGE FRYSIAK: Exhibit 1?

2 MR. ZAUNER: Exhibit 1, yes. And it's page 22, on
3 the bottom. It's attachment 5, page 1 of attachment 5. And I
4 ask you to read item number 3 there.

5 JUDGE FRYSIAK: Page 20?

6 MR. ZAUNER: Yes.

7 JUDGE FRYSIAK: Item 3? Item 2?

8 (Pause.)

9 JUDGE FRYSIAK: Page 20?

10 MR. ZAUNER: Correct.

11 WITNESS: The money was given before this was
12 signed, before this was assigned, so it was not an under-
13 standing --

14 COURT REPORTER: Keep your voice up, please.

15 MR. KELLY: Just speak louder.

16 WITNESS: The money was given before this was
17 signed, so I went into the understanding with them that we
18 were buying the property and the license.

19 BY MR. ZAUNER:

20 Q You said you saw this document approximately a month
21 after the transaction was completed.

22 A Um-hum.

23 Q Did you read the document then?

24 A I don't believe I've ever saw this particular
25 document, or is this -- I saw the Deed of Trust, this one, and

1 another document. These two, Warranty Deed and --

2 COURT REPORTER: She needs to go in front of the
3 microphone.

4 MR. ZAUNER: Excuse me for one second.

5 WITNESS: I'm sorry --

6 BY MR. ZAUNER:

7 Q Can we, can we just begin again? You say now that
8 you believe that you may not have seen --

9 A This particular --

10 Q -- this document, which is the Memorandum dated
11 February 10, 1992?

12 A I might not have seen this one. I do remember
13 seeing the Warranty Deed and the Deed of Trust, and this one.
14 And I believe I saw this.

15 Q Okay. You're looking at the documents then under
16 what followed the Memorandum which are part of attachment 5,
17 but you don't recall now having seen the Memorandum itself?

18 A No, not this, because I talked, I talked to them
19 after we signed everything about the license.

20 Q When was the first time you, you recall having seen
21 that February 10th Memorandum?

22 A At least about a month that Eugene took that --

23 Q It, it was about when?

24 A Oh, the Memorandum?

25 Q Yes.

1 A I --

2 Q Would it just be when I showed it to you now?

3 A Yes. I don't remember seeing a Memorandum. I
4 remember seeing the Warranty Deed and the Deed of Trust.

5 Q Do you remember did you also see the lender's Lien
6 Note? And I'll show you that.

7 A I'm not quite sure I saw this. I might have saw
8 this.

9 Q And how about the following Bill of Sale?

10 A Bill of Sale, I did see this.

11 Q Do you know if there's anywhere in those documents
12 any reference to the fact that Dr. Wren and Mr. Jones are
13 transferring the license?

14 A I don't know that there is -- if there is anywhere
15 in the sale -- in any of these documents where they said they
16 were transferring the license. But when you read to me the
17 original agreement, I went for the license, because the li-
18 cense is what make money, you know. I -- and that's what I
19 talked to them about. And they didn't lead me to believe that
20 they could not provide a license to us.

21 Q What did they lead you to believe?

22 A That we would be buying, we would be buying the
23 property and the license and it would take \$10,000 to get the
24 license transferred over into our name, because we had to have
25 six months operating capital. It was only till I read that in

1 the newspaper --

2 JUDGE FRYSIAK: Well, who told you this, this deal,
3 \$10,000?

4 WITNESS: Dr. Wren and Mr. Kirby.

5 JUDGE FRYSIAK: I see. Who was the lawyer involved
6 in this?

7 WITNESS: Buddy Kirby.

8 JUDGE FRYSIAK: He, he's the one who told you this?

9 WITNESS: Yes, sir.

10 JUDGE FRYSIAK: And who -- what lawyer -- what kind
11 of a lawyer is he? Is he a local lawyer?

12 WITNESS: No, he was in Texarkana, Texas.

13 JUDGE FRYSIAK: And whose lawyer --

14 WITNESS: He's --

15 JUDGE FRYSIAK: -- was he?

16 WITNESS: Dr. Wren's. And then they said that Judge
17 Miller would help us execute this, the transfer of the li-
18 cense.

19 JUDGE FRYSIAK: And who is Judge Miller?

20 WITNESS: I'm assuming he works with -- well, he
21 works with Dr. Wren. I don't know what capacity he represents
22 him.

23 MR. KELLY: Your Honor, those names are, are stated
24 in the, in the documents, that he's in -- on some of these
25 deeds as to who Edward Miller is and also William B. Kirby.

1 JUDGE FRYSIAK: I appreciate that. I just wanted to
2 get a sequence here. Okay.

3 WITNESS: I wouldn't have had an interest in the
4 real estate, because I was a newcomer to the city. I was
5 making an investment into the radio station itself.

6 BY MR. ZAUNER:

7 Q Isn't it correct that it wasn't you that was making
8 the investment, that it was Praise Media, a corporation that
9 was formed for that purpose? Wouldn't that be a more correct
10 statement than to say that you were buying a license or a real
11 estate?

12 A With the corporation, that's correct.

13 Q And that corporation was owned in part by Eugene, in
14 part, supposedly, by yourself, and in part, supposedly, or
15 potentially at least, by Ray Lee Williams? Is that correct?

16 A That's correct.

17 JUDGE FRYSIAK: Well, who was the spark?

18 WITNESS: I, I put the --

19 JUDGE FRYSIAK: Well, put up the idea of buying the
20 station?

21 WITNESS: Ray Lee Williams was there when we got
22 there.

23 JUDGE FRYSIAK: Well, did he say -- to whom did he
24 suggest the idea of buying the station?

25 WITNESS: To, to me. He said he was trying to buy

1 the station and he needed an investor.

2 JUDGE FRYSIAK: And he also talked to your husband,
3 is that --

4 WITNESS: No. He really didn't want my husband to
5 be involved.

6 JUDGE FRYSIAK: Okay. So, it was you he had to
7 convince?

8 WITNESS: He convinced me and he supposedly had
9 another partner.

10 JUDGE FRYSIAK: What's his name?

11 WITNESS: I think it was a Mackramore (phonetic sp.)
12 or something. I'm not sure. I never met, I never met his
13 other partner.

14 JUDGE FRYSIAK: He never came to the fore --

15 WITNESS: No.

16 JUDGE FRYSIAK: -- never came forward?

17 WITNESS: Never -- I never met him. He just told me
18 that he didn't -- he wasn't going to be involved anymore.

19 BY MR. ZAUNER:

20 Q You indicated this morning that Williams was in line
21 to receive 25 percent of the stock of Praise Media. Did he
22 ever receive that stock, to your knowledge?

23 A No, he never paid for his stock.

24 Q Did he ever receive any stock interest whatsoever in
25 Praise Media?

1 A None.

2 Q Was he ever considered a stockholder by Praise Media
3 for any purposes that you know of?

4 A No.

5 Q Does he have any claim now to any interest in the
6 stock of, of Praise Media?

7 A No, he doesn't have any claim. He, he would say he
8 still has a -- that's what's here referred to, when he was
9 around, that that was his station. It was always his station,
10 and things of that nature.

11 Q Has he ever had any legitimate claim to be an owner
12 of stock in Praise Media?

13 A He had perhaps -- and I'm not sure about this,
14 before I came to Longview he was involved with the station.
15 So, I'm not sure what his involvement was at that time.

16 Q But before you came to Longview there was no Praise
17 Media, so he -- so something that before you came to Longview
18 could not have affected his ownership interest in Praise
19 Media.

20 A It was not Pine Tree. Praise Broadcasting or some-
21 thing.

22 Q But not Praise Media. He's never had any, any, any
23 claim to any interest in the stock of Praise Media to your
24 knowledge, is that correct? Is that what your testimony is?

25 A He has claimed to be vice -- and he was Vice

1 President of the company, but he didn't have any stock.

2 Q He's never had any stock, to your knowledge?

3 A To my knowledge, no.

4 EXAMINATION

5 BY JUDGE FRYSIAK:

6 Q Has Praise Media issued any stock --

7 A No, sir.

8 Q -- ever, to this day?

9 A Never.

10 Q You don't own any stock in Praise Media?

11 A No, sir. We haven't issued any stock.

12 Q Can the corporation exist without any stock?

13 A We -- well, except my husband and, and I.

14 Q But you don't any -- you don't own any stock.

15 A We have not issued stock, stock certificates.

16 Q Have you subscribed to stock?

17 A We do have the certificates.

18 Q What certificates?

19 A The stock certificates that come in the --

20 Q No. But have you offered to the company any promise

21 of buying stock?

22 A At 33-1/2 percent sure is what we said we would sell

23 the stock for.

24 Q All right. Would you care to repeat that?

25 A 33-1/2 percent --

1 Q Yes.

2 A -- is what we would sell the stock for.

3 Q No, but you yourself, what have you done with Praise
4 Media to ensure Praise Media that you will be a stockholder?

5 A We really haven't done anything because we're in
6 this situation with FCC and we don't know if we have stock
7 or --

8 Q How about Eugene Washington? Has he done anything
9 to become stockholder?

10 A Other than pay for the, the Charter of Incorporation
11 and pay for the property.

12 Q I think last night you referred to something, a
13 Power of Attorney. Does that Power of Attorney indicate that
14 he was no longer going to be a stockholder in Praise Media?

15 A That's correct, that he was transferring all inter-
16 est in Praise Media to me.

17 CROSS-EXAMINATION

18 BY MR. ZAUNER:

19 Q Who is the owner of Praise Media today?

20 A I, I'm the only --

21 Q You're the only stockholder in --

22 A -- stockholder.

23 Q -- Praise Media?

24 A That's correct.

25 JUDGE FRYSIK: But you don't own -- you haven't

1 issued stock.

2 WITNESS: I haven't issued stock.

3 JUDGE FRYSIAK: So you're still the incorporator?

4 WITNESS: Well, that's -- I'm the President of
5 Praise Media.

6 MR. ZAUNER: And, again, your testimony is that Ray
7 Lee Williams never had any stock in Praise Media?

8 WITNESS: That's correct.

9 MR. ZAUNER: I'm going to show you a copy of a
10 document headed "Corporate Memorandum." And let me, let me
11 show first a copy to your counsel and ask you to take a moment
12 to read this.

13 (Pause.)

14 MR. ZAUNER: I recognize that, that -- this document
15 is not signed by you, but it does -- it is apparently signed
16 by Eugene Washington and it indicates that "...Praise Media,
17 Inc., has agreed to acquire an equity loan against the
18 property, at which time current stockholder Ray Lee Williams
19 will receive from Praise Media, Inc., the designated amount of
20 five thousand dollars..." It refers to Ray Lee Williams as
21 "current stockholder." Does that refresh your recollection at
22 all as to whether or not Ray Lee Williams ever owned stock in
23 Praise Media, Inc.?

24 WITNESS: I don't remember ever seeing this docu-
25 ment. Ray Lee Williams never paid any money, but there should

1 be something in the files signed by Eugene with a corporate
2 seal where he is no longer stockholder and no longer member of
3 the corporation.

4 JUDGE FRYSIAK: Who is "he"?

5 WITNESS: Ray Lee Williams.

6 MR. ZAUNER: Well, if he's no longer a stockholder
7 of the corporation, are you saying that he was at one point?

8 WITNESS: He was never because he never paid any
9 funds.

10 MR. ZAUNER: Did -- can, can you offer any explana-
11 tion as to why Eugene Washington, the President of Praise
12 Media, Inc., at the time, would be referring to Ray Lee
13 Williams as a current stockholder?

14 WITNESS: Because we trusted him and we thought he
15 was a man of his word.

16 JUDGE FRYSIAK: Well, I think the question goes to,
17 to your understanding of corporate procedure. Was your hus-
18 band Eugene any more knowledgeable about how to run a corpora-
19 tion than you are?

20 WITNESS: No.

21 MR. ZAUNER: Your Honor, at this time I'd like to
22 have marked for identification as Mass Media Bureau Exhibit
23 No. 6 -- is that correct?

24 JUDGE FRYSIAK: That's correct, No. 6.

25 MR. ZAUNER: A one-page document entitled Corporate

1 Memorandum and bearing what purports to be the notarized
2 signature of Eugene R. Washington. It's dated February 2,
3 1993, and it is to Ray Lee Williams from Eugene R. Washington,
4 President, Praise Media, Inc. And I'm giving the court re-
5 porter two copies of Mass Media Bureau Exhibit 6.

6 JUDGE FRYSIAK: Yes, it may be marked.

7 (Whereupon, the document referred to
8 as Mass Media Bureau Exhibit No. 6
9 was marked for identification.)

10 MR. ZAUNER: Your Honor, I offer into evidence Mass
11 Media Bureau Exhibit 6.

12 MR. KELLY: May, may I ask -- may I ask Mr. Zauner
13 the, the source of this document? Was this one of the things
14 produced by Praise?

15 MR. ZAUNER: No, it was not.

16 MR. KELLY: How, how did you receive this?

17 MR. ZAUNER: I obtained it through Ray Lee Williams.

18 JUDGE FRYSIAK: Through where?

19 MR. ZAUNER: Ray Lee Williams.

20 MR. KELLY: Can I, can I ask a voir dire question
21 before -- because -- I just want to --

22 VOIR DIRE EXAMINATION

23 BY MR. KELLY:

24 Q Mrs. Washington, is -- do you have this document in
25 front of you, Corporate Memo--

1 A Yes.

2 Q Okay. Is that Eugene R. -- is that the signature of
3 your former husband, Eugene R. Washington?

4 A Yes, it is.

5 MR. KELLY: Okay. I, I have -- with that, I have no
6 objection.

7 JUDGE FRYSIK: All right. I'll receive it in
8 evidence.

9 (Whereupon, the document marked for
10 identification as Mass Media Bureau
11 Exhibit No. 6 was received into
12 evidence.)

13 CROSS-EXAMINATION

14 BY MR. ZAUNER:

15 Q Let me call your attention to -- do you have a copy
16 of your exhibits in front of you? Those are the ones that are
17 in the black binder?

18 A No, I can get them.

19 Q Would you -- I can give you -- I have an extra copy
20 here I could give you, that's fine.

21 At the bottom of page 4 of Praise Exhibit 2, and
22 that's the page I opened up for you, there you say that Wren
23 had suggested that Praise purchase the station by making a
24 down payment and executing a note back to Wren and Jones for
25 the balance of \$110,000 purchase price, then pay off the note

1 as soon as possible and borrow against the then unencumbered
2 station assets to obtain the necessary six-months operating
3 capital to secure FCC approval of advancement of the license.

4 Was this statement made to you personally by Mr. Wren?

5 A Yes.

6 Q And where was -- where were you when this statement
7 was made?

8 A In Mr. Kirby's office.

9 JUDGE FRYSIK: Whose office?

10 WITNESS: Buddy Kirby, his attorney.

11 BY MR. ZAUNER:

12 Q And was this -- what was the date of this discus-
13 sion, approximately? Was it before February 10th, before the
14 close on the station?

15 A Yes. It was before we closed the station. It was
16 during the time of the good faith money.

17 Q Who was present besides yourself and Mr. Kirby and
18 Mr. Wren at this discussion, if anyone?

19 A Ray Lee Williams was there, and the conversation
20 came up again -- and Eugene was there.

21 Q And when was this that it came up again? Was this
22 before or after the closing?

23 A This was before we actually closed everything.

24 Q Was this before February 10th? You and Eugene met
25 with Dr. Wren again?

1 A I can't -- yeah, we was in his office, yes.

2 Q And you were in Dr. Wren's office this time?

3 A I mean -- no, Mr. Kirby's office.

4 Q Again. So, you had two meetings in, in Mr. Kirby's
5 office --

6 A Yes.

7 Q -- before the closing?

8 A Yes. Because the actual closing when they signed
9 the papers, I wasn't there. I was working that day.

10 Q At this -- at the first meeting this was mentioned
11 and at a second meeting at which Mr. Washington came in, and
12 at that second meeting with Mr. Washington. And was Mr.
13 Williams there at this one too?

14 A Yes.

15 Q So, the three of you were there and you were with
16 Dr. Wren --

17 A Um-hum.

18 Q -- and Mr. Kirby?

19 A Um-hum.

20 Q Was Mr. Jones there?

21 A Mr. Jones -- I've never met Mr. Jones.

22 Q You never met Mr. Jones, so he obviously wasn't
23 there.

24 A Right. I've never met him.

25 JUDGE FRYSIK: This was the second meeting where

1 papers were signed?

2 MR. ZAUNER: No.

3 WITNESS: No. The, the papers were not prepared.

4 The second meeting, when we left the \$10,000.

5 BY MR. ZAUNER:

6 Q And at this meeting, again Mr. Wren told you that,
7 that the way to get this done was to pay off the note first
8 and then to file the papers with the Commission?

9 A Um-hum.

10 Q Did Mr. Wren at either of the meetings that you
11 attended before the closing with him indicate to you the fact
12 that they could -- that he could not guarantee that you would
13 be able to have the station transferred -- the license trans-
14 ferred to Praise Media?

15 A No. He used the term: I will do everything within
16 my power to make sure that these licenses are transferred. To
17 me, that didn't mean that that would be a problem. As I -- we
18 thought we were buying a radio station and not property. I
19 did, anyway.

20 Q Well, you were saying -- you're saying you thought
21 you were buying a radio station but not property. Did you
22 think that you were buying the building --

23 A I mean, I was --

24 Q -- that the radio station was housed in?

25 A I was not interested in the building or the land. I

1 was interested in the license.

2 Q Well, I'm not interested in, in what you were
3 interested in buying. What I'm asking you about is what did
4 you think you were buying?

5 A The license.

6 Q Did you also think you were buying the building?

7 A I thought it came -- it was one within the same. I
8 didn't know that you couldn't purchase property to a radio
9 station and not purchase the license. I thought, basically
10 speaking, and I'll put this in layman's terms, that it's just
11 like if you pay for a car, you get the title to the car after
12 the car is paid for. I thought once we paid for the radio
13 station we got the title to the station. I didn't know enough
14 about the business to know you don't buy a license. FCC only
15 grants you the privilege to use that license -- or to use that
16 signal. I didn't know that.

17 Q So, you -- if I can summarize your testimony, if I'm
18 correct, that what you thought you were doing was, was buying
19 the whole thing as one unit? You didn't see it as a
20 divisible, as a divisible purchase?

21 A That's correct. When, when they said "I'm buying
22 the radio station," I thought it meant the license. No one
23 said "I'm buying the equipment and I'm going to try to get the
24 license." I thought the radio station equipment and the
25 license came together.

1 Q Did you have any understanding that you had to
2 notify the Commission that you had taken control of the
3 station?

4 A No. Once again I assumed that Mr. Kirby and his
5 firm would do that, since they were transferring everything to
6 us. We didn't have legal representation.

7 Q Did you ever file an Ownership Report after you took
8 possession of the station with the Commission, identifying
9 yourself as the owner?

10 A No. Because I didn't consider myself the owner, I
11 guess, legally until after everything was paid for and the
12 \$10,000 for the FCC license to be transferred. It was my
13 understanding with Mr. Kirby and Dr. Wren.

14 Q Did you feel that because they held the note that
15 they still had the ownership interest in the station?

16 A Yes, but I felt like we were --

17 Q And, and they would have that ownership interest
18 until you paid off the note? Was that your, your frame of
19 mind?

20 A Right. And then we would be owners and have grand
21 openings and all of that stuff.

22 Q And, and this note is the note that we spoke about
23 yesterday and maybe this morning where you paid off 85,000 of
24 110 and you still over 25,000 on the note?

25 A That's correct.

1 Q Well, right now do you consider yourself the owner
2 of the station?

3 A Well, right now I, I have a better understanding and
4 I know now that I was misled. I did a stupid thing by not
5 having legal representation, because I trusted Mr. Williams
6 and Dr. Wren. I know now that paying the monies will just be
7 for the property and not for the license, that I can only get
8 a license through FCC to operate the station. My thought of
9 this being like a car, you pay Chrysler or whomever and then
10 they give you the title and you have an ownership, that's not
11 how it worked with radio. There -- and keep in mind I was
12 making an investment. I didn't know I was going to be an
13 owner. I thought I was investing. So, therefore, my knowl-
14 edge -- I didn't have the knowledge then that I have now.

15 Q Did you have -- or did Praise Media have any attor-
16 ney to look at the sales documents on or around February 10th
17 when they entered into the agreement to buy the station?

18 A No.

19 Q In your Exhibit 2 you state on page 7, and I believe
20 elsewhere, that you were concerned that Mr. Williams was
21 converting the station's funds. And you say on page 7 of
22 Exhibit 2 that your fears turned out to be justified. Did you
23 notify the police of the fact that Mr. Williams was converting
24 funds?

25 A No, I didn't do that, because Mr. Williams talked to

1 my husband and -- of course I wanted to. He said that that
2 would discredit his ministry within the community for a long
3 time and he basically pleaded with us not to do anything about
4 it and that he would just step away from the station and just
5 leave everything.

6 Q What was the evidence that you had?

7 A A couple of ministers came to me and told me about
8 it and there were some checks that came through the bank that
9 was not business checks.

10 Q Do you have copies of those checks?

11 A Not with me.

12 JUDGE FRYSIAK: And you have them in your
13 possession?

14 WITNESS: I can possibly -- I do have some at home.
15 I don't -- some of the check blanks were in the station. I
16 don't know what --

17 JUDGE FRYSIAK: Could you include them with the
18 other documents you have to produce?

19 WITNESS: Sure.

20 MR. ZAUNER: Your Honor, just, just for the record,
21 I think the record probably already reflects this, but we did
22 notice Ray Lee Williams for cross-examination and requested
23 that Praise Media produce him, and of course they have not.
24 Just, just for the record.

25 MR. KELLY: I note for the record -- I would note

1 | for the record that, that Mr. Williams did not sponsor any of
2 | our testimony and we would have objected to the call. And
3 | just to preserve my rights on that.

4 | MR. ZAUNER: Well, Your Honor, once again for the
5 | record, I would just like the record to reflect that on
6 | October 11, 1994, the Mass Media Bureau, in communication with
7 | Praise Media's then counsel, Alan C. Campbell, requested that
8 | Praise Media produce for cross-examination the following
9 | witnesses: Janet Washington, Eugene Washington, Ray Lee
10 | Williams, Herbert Wren, Earl Jones, Kenneth Tuck or a death
11 | certificate, if applicable, Vincent McGonagle, Robert D.
12 | Murray, a.k.a. "Dub" Murray, Judge Miller, and H. E. Ferrell.
13 | To the best of my knowledge, there was no Opposition filed to
14 | the production -- to, to the Bureau's request that these
15 | witnesses be presented for cross-examination.

16 | MR. KELLY: Your Honor, there is no procedure given
17 | in your order, FCC 94-M-437, to object -- there is no deadline
18 | to object, because I, because I would have the right, because
19 | I have not been put -- this, this applicant -- or Praise Media
20 | has not been put on notice as of the deadline to object -- to
21 | have the right to object to those calls. Where, where there
22 | is no testimony sponsored by that witness, I think that if
23 | the, with all due respect, if the Bureau wanted to adduce
24 | evidence from these people, it had the obligation to subpoena
25 | them and bring them up at their -- at the Government's ex-

1 | pense, not at our expense.

2 | JUDGE FRYSIAK: Yes. Well, let me ask the witness
3 | about Mr. Ray Lee Williams. As of July 14, 1994, was he a
4 | member of Praise Media?

5 | WITNESS: No. And there should be something in Mr.
6 | Campbell's records as to where Eugene sent him -- when we
7 | found out about the embezzlement, which was about six months
8 | on -- less -- after he signed this, Eugene resolved the issue
9 | because he didn't want to make a mess out of that and he
10 | resolved it by asking for his resignation. He thought that it
11 | would be best to do it in a nice way instead of causing confu-
12 | sion and just give Ray an option to resign, because he said
13 | something about saving his --

14 | JUDGE FRYSIAK: When was that date?

15 | WITNESS: Excuse -- sir?

16 | JUDGE FRYSIAK: What date was this?

17 | WITNESS: This must have been October -- if you'll
18 | allow me, I can look in my brief and see --

19 | JUDGE FRYSIAK: Sure.

20 | WITNESS: If he doesn't have it --

21 | MR. KELLY: In, in the record, Your Honor, in the
22 | exhibit that was just offered and received, Bureau No. 6, we
23 | have an item that says on February 2, 1993, Ray Lee Williams
24 | was being bought out, and I'm paraphrasing this item and it
25 | speaks for itself. But that fixes a date when Mr. Williams

1 was, was --

2 JUDGE FRYSIAK: I would rather have --

3 MR. KELLY: -- exiting the company.

4 JUDGE FRYSIAK: I would rather have the witness
5 testify.

6 (Pause.)

7 JUDGE FRYSIAK: Maybe she's looking for the same
8 thing.

9 MR. KELLY: Can I show the witness --

10 JUDGE FRYSIAK: Sure.

11 (Pause.)

12 JUDGE FRYSIAK: Well, you can't find it, you can't
13 find it. I think -- you're offering this, counsellor?

14 MR. KELLY: Here, you can -- why don't you take that
15 with you? We can show this to Bureau counsel. I think we may
16 have found a document that would answer that inquiry.

17 (Pause.)

18 JUDGE FRYSIAK: Where are we?

19 MR. KELLY: I'm sorry?

20 JUDGE FRYSIAK: Where are we?

21 MR. KELLY: I wanted to show this item to Bureau
22 counsel. We found a document, Your Honor, and it is dated
23 December 29, 1992, and it deals with the requested resignation
24 of Ray Lee Williams. I'm just trying to answer that inquiry
25 and move on.

1 MR. ZAUNER: Where are we here?

2 MR. KELLY: Well, there was -- we were discussing,
3 we were discussing the call of Ray Lee Williams to be a wit-
4 ness and I had entered an objection. And you had asked the
5 question, Your Honor, when did, when did Ray Lee Williams
6 leave Praise Media as -- I think as an officer or when, when
7 did he get out of the company.

8 JUDGE FRYSIAK: Then I suggested this July 14,
9 1993 --

10 MR. KELLY: Right. Was he -- yeah, before or after
11 that date. And we found evidence, what appears to be, that he
12 left before that date.

13 JUDGE FRYSIAK: Okay. I found that -- I -- as long
14 as your representation is not challenged, I am now ready to
15 make a ruling, and this ruling is this, that -- and consider-
16 ing the extraordinary nature of this proceeding, I am going to
17 consider and give latitude to the applicant or -- propose to
18 applicant the latitude to now voice an opposition to the
19 request made by the Bureau that -- on the grounds that the
20 people requested are not within the applicant's control. So,
21 that I will now note for the record that Eugene Washington is
22 not available because of his incarceration and that the other
23 people, Ray Williams, Herbert Wren, Earl Jones, Kenneth Tuck,
24 Vincent McGonagle, Robert Murray, Judge Miller, and Ferrell
25 are also not in the control of the applicant.

1 However, I will give the Bureau an opportunity to
2 subpoena these people that it sees fit to do so and to secure
3 their testimony on the issues concerned here at some future
4 date.

5 MR. KELLY: Thank you, Your Honor.

6 MR. ZAUNER: Your Honor, may I be heard on that
7 ruling? The -- I think that Your Honor in making that ruling
8 may be confusing the requirements in a standard comparative
9 case with those in a, in a renewal case. In a standard com-
10 parative case, witnesses -- an applicant is required to pro-
11 duce witnesses that are within their control, normally offi-
12 cers and directors and perhaps other investors. And, and if
13 somebody wants to produce somebody outside of that category,
14 then they would have to subpoena them. But this is not a
15 standard comparative case. This is more akin to a renewal
16 case. In this case the burden of proceeding and the burden of
17 proof are placed upon -- I guess actually it's Pine Tree
18 Media, Inc., and its, and its assessors and assigns, which
19 would be Praise Media, Inc. Since they have the burden of, of
20 proof, it is on them to come in and make the definitive show-
21 ing on the issues, not on the, on the Mass Media Bureau. We
22 have no burdens in this proceeding. But what we are saying,
23 in effect, is that without these witnesses Praise Media cannot
24 meet its burden of proof. What we have at this point are a
25 number of assertions in the exhibits, the written exhibits,