

1 Q To the best of your knowledge, this letter was
2 prepared by James Kay. Correct?

3 A Right.

4 Q Turn to page four of the document. Do you see
5 there is certain information that is marked out?

6 A Yes.

7 Q In producing documents in this proceeding, you did
8 not mark out any information. Correct?

9 A Correct.

10 Q Anything that was marked out on this document was
11 marked out when it was sent to the FCC?

12 A I think so, yes.

13 MR. KELLER: To clarify, we are talking about on
14 pages four through seven?

15 MR. SCHAUBLE: Four through seven, correct.

16 MR. KELLER: That statement does not apply to page
17 one.

18 MR. SCHAUBLE: My interest is on the information
19 on pages four through seven.

20 MR. KELLER: Thank you.

21 BY MR. SCHAUBLE:

22 Q Let me just ask you, for the record, Mr. Sobel, on
23 page one, under North Hills, California 91343, do you see
24 there appears to be an additional line of information under
25 there? Do you know what that information is?

1 A My phone number.

2 Q What phone number would that be?

3 A (818) 894-6950.

4 (Pause.)

5 Q It is correct, is it not, that from time to time
6 Mr. Kay would assist with your applications by preparing
7 letters such as these in response to Commission return
8 notices?

9 A As my consultant, sure.

10 Q Turning back to page four, is it correct that the
11 information that is marked out on that page appears to be an
12 address?

13 A Yes.

14 Q Turn to page five. Again, there is certain
15 information marked out on that page that appears to be an
16 address?

17 A Yes.

18 Q This document is an invoice dated February 17,
19 1993, correct?

20 A Page five?

21 Q Page five, correct.

22 A Yes.

23 Q Mr. Sobel, I would like to direct your attention
24 to page one of WTB 20. That document is also an invoice
25 dated February 17, 1993?

1 A Yes.

2 Q Comparing the names on page five of Exhibit 19 and
3 page one of Exhibit 20, is it correct that these invoices
4 are for the same customer?

5 A Yes.

6 Q Is it correct that on both documents the invoice
7 number given is 7816?

8 A Yes.

9 Q Would it be correct, Mr. Sobel, that these appear
10 to be two copies of the same invoice?

11 A Yes.

12 Q Turning to page one of Exhibit 20, the address in
13 the "From" and the "Return to" portions of the invoice are
14 visible?

15 A Yes.

16 Q The name and address that is given in both places
17 is Lucky's Two-Way Radios?

18 A Yes.

19 Q Lucky's Two-Way Radios is a name under which James
20 Kay does business?

21 A Yes.

22 Q At this time Mr. Kay did the billing for your 800
23 megahertz stations?

24 A He resells a service, so when you say for my
25 stations, the question is incorrect.

1 Q Did Lucky's Two-Way Radios prepare the bills that
2 went to customers who receive service on the Management
3 Agreement stations?

4 A Yes.

5 Q Mr. Sobel, turn to page six of Exhibit 19. I
6 would ask you to compare page six of Exhibit 19 and page two
7 of Exhibit 20. The question I have for you is, are these
8 two copies of the same invoice?

9 A It looks like it, yes.

10 Q On page six of Exhibit 19, the address of Lucky's
11 Two-Way Radios is marked out?

12 A Yes.

13 Q Mr. Sobel, would you please turn to page seven of
14 Exhibit 19 and page three of WTB Exhibit 20, and again, do
15 these appear to be two copies of the same invoice?

16 A Yes.

17 Q Mr. Sobel, referring to WTB Exhibit 19, why was
18 the address at Lucky's Two-Way Radio marked out when it was
19 sent to the Commission?

20 A I would guess that it was unnecessary information.

21 Q Do you know who marked out this information?

22 A Not for sure, but I would guess James Kay.

23 Q When you signed Exhibit 19, the letter that is
24 part of Exhibit 19, were the invoices attached?

25 A I don't recall.

1 Q Mr. Sobel, please turn to WTB Exhibit 21. On the
2 first page, do you know what is contained on the two lines
3 of information below your name and address on the first
4 page?

5 A I believe it's my phone number again and the date.

6 Q Do you recall what the date of this letter was?

7 A No.

8 Q Turning towards the bottom of the first page, Mr.
9 Sobel, you see the notation "Copyright 1993, Marc Sobel?"

10 A Yes.

11 Q Would it be correct that this letter was written
12 at some time in 1993?

13 A Yes.

14 Q Turning to the third page of the document, --

15 JUDGE FRYSIK: What page?

16 MR. SCHAUBLE: Page three, Your Honor.

17 BY MR. SCHAUBLE:

18 Q -- is that your signature?

19 A Yes.

20 Q Who prepared this letter?

21 A James Kay.

22 Q Mr. Sobel, please turn to page five of Exhibit 21.
23 Do you recognize this document as an invoice of the customer
24 who received service on one of the Management Agreement
25 stations?

1 A It doesn't say which station they received service
2 on, but it is an invoice.

3 Q Let me direct your attention to page two of the
4 exhibit, Mr. Sobel, to the listing underneath paragraph
5 number four. Do you see there is a listing for station
6 WNYE 761 and then various subscriber names below there?

7 A Yes.

8 MR. SCHAUBLE: Your Honor, I would just note for
9 the record that the specific subscriber names, which are not
10 important, is among the information which was redacted in
11 the exhibits provided to the court reporter.

12 JUDGE FRYSIAK: All right.

13 BY MR. SCHAUBLE:

14 Q Is it correct, Mr. Sobel, comparing pages two and
15 five of Exhibit 21, that the customer listed on the invoice
16 is also listed as a subscriber with respect to station --

17 JUDGE FRYSIAK: What page is that?

18 MR. SCHAUBLE: Pages two and five, Your Honor.

19 BY MR. SCHAUBLE:

20 Q -- is listed a customer of station WNYE 761?

21 A Yes.

22 Q Directing your attention, Mr. Sobel, to page five
23 of Exhibit 21 and page one of WTB Exhibit 22, are these two
24 copies of the same invoice?

25 A They look like it.

1 MR. KELLER: Your Honor, I don't know if this will
2 save any time, but Mr. Sobel is willing to stipulate that as
3 to pages five through seven of Bureau Exhibit 21, just to
4 save some time down the road, as to pages four through seven
5 of WTB Exhibit 23, to the best of his knowledge, the
6 information that was blocked out in the "From" and "Return
7 to" addresses are Lucky's Two-Way.

8 MR. SCHAUBLE: Would counsel also be willing to
9 stipulate that these appear to be copies of the same
10 invoices?

11 MR. KELLER: I think that speaks for itself,
12 because the invoice numbers are on them. I don't think
13 there is any need to stipulate as to that. They have
14 invoice numbers, dates, and anybody could look at them and
15 see whether they are the same or not.

16 JUDGE FRYSIK: All right, the stipulations are
17 noted.

18 MR. SCHAUBLE: Thank you, Your Honor. Would
19 counsel also be willing to further stipulate that with
20 respect to the customers listed on these invoices on WTB
21 Exhibits 21 through 24, that these were customers of the
22 Management Agreement stations?

23 MR. KELLER: It is not that I am unwilling to
24 stipulate that, but I haven't examined them with the client
25 to know for sure.

1 MR. SCHAUBLE: All right.

2 BY MR. SCHAUBLE:

3 Q Mr. Sobel, do you see on pages five through seven
4 of WTB Exhibit 21 the information that is marked out there?

5 A Yes.

6 Q The information that was marked out is the name
7 and address of Lucky's Two-Way Radios?

8 A Yes, we just stipulated that.

9 Q Do you know who marked out that information?

10 A No.

11 Q Do you have any understanding or belief as to who
12 marked out that information?

13 A Yes.

14 Q Who would that be?

15 A James Kay.

16 Q Do you have any knowledge as to why this
17 information is marked out?

18 A Again, it was probably unnecessary.

19 Q What is the basis for your understanding in that
20 regard?

21 A The Commission asked us for loading records, so we
22 provided loading records. They didn't ask us who did the
23 billing or what service I used to do the billing.

24 JUDGE FRYSIK: It wasn't marked out at your
25 direction, was it? It was at Mr. Kay's direction, is that

1 right?

2 THE WITNESS: Correct.

3 BY MR. SCHAUBLE:

4 Q Mr. Sobel, with respect to the customers listed on
5 pages five, six, and seven of WTB Exhibit 21, would it be
6 correct that they were customers who received service on the
7 Management Agreement stations?

8 A I believe so.

9 Q Please turn to WTB Exhibit 23. On page one, Mr.
10 Sobel, do you know what information is contained immediately
11 below your name and address?

12 A My phone number and probably the date too.

13 Q Do you recall the date of this letter?

14 A No.

15 Q On page three of the document, is that your
16 signature?

17 A Yes.

18 Q Who prepared this letter?

19 A Probably James Kay.

20 Q You did not prepare this letter, correct?

21 A Correct.

22 Q Turning to pages four through seven of Exhibit 23,
23 do you see these documents are invoices?

24 A Yes.

25 Q The customers who are listed on these invoices

1 were customers of the Management Agreement stations?

2 A Probably, yes

3 Q Do you have any reason to believe that any of them
4 were not customers on the Management Agreement stations?

5 A No. The information was submitted with the letter
6 stating that they were my customers.

7 Q When you signed this letter, did you see or review
8 the attachments to this letter?

9 A I don't recall.

10 Q Were you aware at this time that information
11 concerning the address of Lucky's Two-Way Radios was going
12 to be redacted or marked out in the information that was
13 sent to the Commission?

14 A Ask the question again, please.

15 Q Did you know at the time this letter was being
16 sent that information as to the name and address of Lucky's
17 Two-Way Radio was going to be redacted or marked out in the
18 information that was sent to the Commission?

19 A I am going to say yes to that, and to clarify, you
20 have asked me a couple of times now whether or not I knew
21 that these attachments were enclosed. I said I didn't
22 recall. Let me clarify. I had a copy of these, which I
23 supplied the Commission, so therefore, I must assume that
24 when I signed the letter I was given a copy by Mr. Kay. So,
25 I did, in fact, see these.

1 Q Did you see these with the information concerning
2 Lucky's Two-Way Radio marked out?

3 A Yes. That would have been part of it.

4 Q Would that be true also for WTB Exhibits 19 and
5 21?

6 A Yes.

7 Q Do you know why this information was marked out
8 when it was sent to the Commission?

9 A It was unnecessary.

10 Q There is also information listed on these invoices
11 concerning charges to the customers, correct?

12 A Yes.

13 Q Was that information necessary for the Commission?

14 A It might not have been.

15 Q You don't know?

16 A If I recall, they asked for our loading records
17 and business records to show that we had clients, so we
18 provided them with the name, address, phone number, et
19 cetera, to show that they were our clients. There was
20 billing information there. So, yes, it might have been
21 necessary.

22 Q Do you have any knowledge as to why the only
23 information that was marked out as unnecessary was the name
24 and address of Lucky's?

25 A No.

1 Q Mr. Sobel, some of the licenses for the Management
2 Agreement stations were acquired through an assignment of
3 license, correct?

4 A Correct.

5 Q Please turn to WTB Exhibit 3. In light of this
6 document, my question to you is, was KNBT 299 a license that
7 was assigned to you?

8 A Yes.

9 Q Turn to WTB Exhibit 4. My question to you, Mr.
10 Sobel is, in light of this document is it correct that
11 KKT 934 is a license that was assigned to you? I direct
12 your attention specifically to the second paragraph of the
13 letter.

14 A Part of the station's applications, I guess,
15 included an assignment. I don't have information here to
16 answer if the application was solely an assignments.

17 Q But, it could have also been an assignment and a
18 modification at the same time?

19 A I don't know. You can apply for a new station
20 without an assignment. Frequently we apply for licenses in
21 that respect. I believe we were entitled to the license
22 without an assignment.

23 Q I understand that.

24 A I just don't know in this one.

25 MR. KELLER: I just wanted to clarify for the

1 record, I think this is a matter of law, not of fact, so it
2 is something that Your Honor might be willing at some point
3 to take official notice of, that in this particular radio
4 service, the existence of an assignment does not preclude
5 the possibility that the frequency was also obtained by new
6 application. In other words, because you can have multiple
7 licensees on a channel, I could file a new application for
8 the channel, and also at the same time or later and get an
9 assignment.

10 MR. SCHAUBLE: That is correct, Your Honor.

11 JUDGE FRYSIAK: All right.

12 BY MR. SCHAUBLE:

13 Q Is it correct, Mr. Sobel, that WNYR 424 was also a
14 license that was assigned to you?

15 A Do you have something in the records?

16 Q This is the exhibit, I will show it to the witness
17 just to refresh his recollection. It is a letter dated
18 August 24, 1992 from Marc Sobel to Federal Communications
19 Commission. I ask you to review that document, Mr. Sobel,
20 and ask if it refreshes your recollection as to whether you
21 received the license for WNYR 424 through an assignment?

22 A It appears to be that way, but you haven't given
23 me the application.

24 MR. KELLER: Once again, I think for the limited
25 purposes of this proceeding, I might be able to make a

1 stipulation that would help you and then clarify it. As to
2 the following call signs, KNBT 299, to which I would
3 reference, by the way, Exhibit 6, as to call sign WNYR 424,
4 reference to Exhibit 10, which is a copy of the license, and
5 WNPY 680, Exhibit 13, which is a copy of the license. As to
6 those three call signs, we would stipulate that the
7 authorizations for those call signs came to Mr. Sobel by way
8 of assignment of license.

9 Without checking a lot of historical records, et
10 cetera, however, we cannot stipulate as to whether or not
11 Mr. Sobel independently attained authorizations on co-
12 channel frequencies for the same stations.

13 MR. SCHAUBLE: That would be satisfactory. I
14 accept the stipulations.

15 JUDGE FRYSIK: All right. The stipulation is
16 noted.

17 (Pause.)

18 BY MR. SCHAUBLE:

19 Q Now, Mr. Sobel, with respect to the licenses which
20 you received being an assignment, Mr. Kay made the
21 arrangements for you to acquire those licenses. Correct?

22 A Yes.

23 Q You never put up any money to purchase any of
24 those licenses. Correct?

25 MR. KELLER: I object. There is no foundation in

1 the record that any money was put up to start with.

2 MR. SCHAUBLE: Your Honor, it is a different --

3 MR. KELLER: An assignment, again, in this
4 services does not necessarily mean a purchase or a sale. It
5 can.

6 MR. SCHAUBLE: That wasn't the question.

7 MR. KELLER: He is asking whether Mr. Kay put up
8 any money, and there is no --

9 MR. SCHAUBLE: No, I asked whether Mr. Sobel put
10 up any money.

11 MR. KELLER: There is no evidence that there was
12 any money put up.

13 MR. SCHAUBLE: We are not asking if there was
14 money put up.

15 JUDGE FRYSIK: I understand the objection.

16 MR. KELLER: I withdraw the objection.

17 JUDGE FRYSIK: You may answer.

18 THE WITNESS: I didn't pay anything.

19 BY MR. SCHAUBLE:

20 Q Do you know if anyone else paid anything to obtain
21 these licenses through the assignment?

22 A I don't know details.

23 Q If there was money that was paid to have these
24 licenses assigned, do you know who would have paid that
25 money?

1 A I don't think there was any money paid.

2 Q But you are not certain?

3 A You would have to ask Mr. Kay.

4 Q Now around the time the first of the Management
5 Agreement stations were being constructed in the early
6 1990s, you and Mr. Kay had a discussion about him providing
7 further assistance to you. Correct?

8 A Yes.

9 Q As a result of that discussion, the two of you
10 reached an oral agreement. Correct?

11 A Yes.

12 Q Under that oral agreement, it was agreed that Mr.
13 Kay would be responsible for providing the equipment and
14 money needed to construct the stations?

15 A Yes.

16 Q Again, when I say stations here, with respect to
17 this line of questioning, I mean the Management Agreement
18 stations.

19 MR. KELLER: Understood.

20 BY MR. SCHAUBLE:

21 Q Under this oral agreement, Mr. Kay was going to be
22 the person responsible for managing and marketing these
23 stations?

24 A That's very simplified, but yes.

25 Q Under the agreement, Mr. Kay was the person who

1 was responsible for paying all the operating expenses of the
2 Management Agreement stations?

3 A That was part of our deal.

4 Q In return, Mr. Kay would be entitled to the first
5 \$600.00 of revenue that came from each Management Agreement
6 station each month and any available money over and above
7 that would be split 50-50 between you and Mr. Kay?

8 A Yes. That was to pay for all of the things that
9 he was doing for the stations.

10 Q Now, is it correct you estimate that it would cost
11 about five to six hundred dollars a month for you yourself
12 to lease a repeater site and the equipment needed for the
13 repeater?

14 A There would be other things that would be involved
15 in the five to six hundred dollars.

16 Q What would be the other things included in that
17 sum?

18 A Installation, maintenance, repair, insurance.

19 Q Part of your oral agreement with Mr. Kay was that
20 you would be the person who would be responsible for
21 maintaining, repairing, and installing the Management
22 Agreement stations. Correct?

23 A Yes.

24 Q Was part of this agreement also that you would
25 have first call to repair, install, and maintain Mr. Kay's

1 stations?

2 A No, it didn't have anything to do with his
3 stations.

4 Q Do you have a separate agreement with Mr. Kay that
5 you would have first call to repair, install, and maintain
6 his stations?

7 A We had an oral agreement, yes.

8 Q How long has that agreement been in effect?

9 A Probably the 1990s when he put up his first few
10 stations or so. No, actually before that. I was taking
11 care of his stuff before 800 ever happened.

12 Q How far back would that go?

13 A Mid '80s.

14 Q How many stations of Mr. Kay's are you responsible
15 for repairing or maintaining?

16 A Today?

17 Q Yes.

18 A Roughly 350.

19 Q How many would it have been back in 1993?

20 A Maybe a little less.

21 Q Those are stations both owned and managed by Mr.
22 Kay?

23 A Yes.

24 Q Would it be correct to say, Mr. Sobel, that Mr.
25 Kay relies upon you when he has a difficult or technical

1 problem that needs fixing?

2 A Yes.

3 Q Is it correct that it was understood that, at the
4 time you reached the oral agreement, when you did work
5 repairing, installing, and maintaining the Management
6 Agreement stations you would be paid an hourly fee by Mr.
7 Kay for this work?

8 A Yes.

9 Q It is correct that you are also paid an hourly fee
10 by Mr. Kay when you repair, maintain, or install equipment
11 on the stations he owns or other stations he manages.
12 Correct?

13 A Yes.

14 Q In addition to this contract technician work you
15 do for Mr. Kay, is there other work you do for Mr. Kay?

16 A It's funny, but I am his consultant in many ways,
17 too. I provide him assistance technically with his systems
18 and other of his clients' systems. I have done, as you
19 mentioned earlier, trying to secure licenses on my
20 frequencies and some of his frequencies. I turn on and off
21 his repeaters. That may not be everything, but that is what
22 I can recall at this point.

23 Q Do you normally deal with problems that are more
24 difficult or more sensitive than other technicians of Mr.
25 Kay might handle?

1 A Yes, because I know a lot more than they do. Let
2 me just add to that, I am in business as a radio dealer. My
3 knowledge extends well beyond just a technical, how to fix a
4 radio.

5 Q Is it correct that all of the work you do with Mr.
6 Kay, you are paid an hourly fee, or is there work in which
7 you are compensated on some other basis with him?

8 A That's kind of like you lawyers. You charge by
9 the hour. I do the same thing.

10 Q So it is all on the basis of an hourly fee,
11 correct?

12 A Yes.

13 Q Mr. Kay provided the equipment needed to construct
14 the Management Agreement stations. Correct?

15 A Yes.

16 Q You performed some of the work in actually
17 constructing and installing the stations. Correct?

18 A That was our deal, yes.

19 Q Would it be correct to say that Mr. Kay, and a
20 couple of his former employees, may have been involved in
21 performing some of the construction work, but you did most
22 of the work yourself?

23 A I did 99.99 percent of the work.

24 Q When you performed that work, you then sent Mr.
25 Kay an invoice for that work?

1 A Yes.

2 Q Mr. Kay paid that invoice?

3 A Yes.

4 (Pause.)

5 Q Now, Mr. Sobel, there came a time when you and Mr.
6 Kay reached an agreement that Mr. Kay would have an option
7 to purchase the Management Agreement stations for \$500.00
8 each. Correct?

9 A Yes.

10 Q When did that occur?

11 A I don't recall exactly.

12 Q Would it be correct that it was at some point
13 between the time you have the oral agreement we have been
14 discussing previously with Mr. Kay, and the time you entered
15 into a written Management Agreement with Mr. Kay, in October
16 of 1994?

17 A Yes.

18 Q Mr. Sobel, I would like to direct your attention
19 to WTB Exhibit 38. Turning to page nine of the document,
20 under Marc Sobel, licensee, is that your signature?

21 A Yes.

22 Q Is this document the Radio System Management and
23 Marketing Agreement you entered into with Mr. Kay on October
24 38, 1994?

25 A Yes.

1 Q You asked that your oral agreement with Mr. Kay be
2 reduced to writing because you knew Mr. Kay was having
3 problems with the FCC at this time, and parties had
4 complained about the relationship between you and Mr. Kay.
5 Correct?

6 A Yes.

7 JUDGE FRYSIAK: Who was complaining? Did you say
8 in part?

9 MR. SCHAUBLE: Parties, Your Honor.

10 JUDGE FRYSIAK: Parties.

11 BY MR. SCHAUBLE:

12 Q Now, this document was prepared by the law firm
13 Brown and Schwaninger. Correct?

14 A Yes.

15 Q Now, Brown and Schwaninger had been your FCC
16 attorneys since the early to mid 1990s?

17 A Yes.

18 Q Mr. Kay first introduced you to that law firm.
19 Correct?

20 A Yes.

21 Q Under your agreement with Mr. Kay, Mr. Kay was
22 responsible for paying any and all legal fees relating to
23 the Management Agreement stations. Correct?

24 A Yes.

25 Q When Brown and Schwaninger prepared this

1 agreement, they were working for both you and Mr. Kay,
2 correct?

3 A Yes.

4 Q Now, Mr. Keller is currently your FCC counsel.
5 Correct?

6 A Yes.

7 Q Did Mr. Kay first introduce you to Mr. Keller?

8 A I asked him who I could use instead of Brown and
9 Schwaninger, yes.

10 Q Is it correct that Mr. Keller represents Mr. Kay
11 in certain matters before the FCC?

12 A I believe so.

13 Q Mr. Sobel, please turn to WTB Exhibit 39. Turning
14 to page nine of the document, Mr. Sobel, is that your
15 signature under Marc Sobel, licensee?

16 A Yes.

17 Q This is a Radio Station Management Agreement you
18 entered into on December 30, 1994?

19 A Yes.

20 Q Why was it necessary to enter into this agreement?
21 You already had the October, 1994 agreement.

22 A We made some amendments to it and Jim wanted to
23 pay the option which he forgot to do before.

24 Q What were the nature of the amendments that were
25 made to the agreement?

1 A I think we just missed some stations. Clerical.
2 We didn't pay much attention to some of the details.

3 Q To clarify, Mr. Sobel, directing your attention to
4 page four of the document, paragraph 7(a), it is correct
5 that under the October agreement, Mr. Kay was supposed to
6 pay you an option fee of \$100.00 in return for his receiving
7 the option to purchase the Management Agreement stations for
8 \$500.00 each?

9 A Yes.

10 Q In October and November of 1994, he had failed to
11 make that payment?

12 A He forgot, yes.

13 Q So one reason for this new agreement was to keep
14 the option alive so that he could pay you the \$100.00 and
15 keep the option in full force in effect. Correct?

16 A Yes.

17 JUDGE FRYSIAK: Mr. Schauble, is this a good time
18 to break for lunch?

19 MR. SCHAUBLE: Yes, it is.

20 JUDGE FRYSIAK: All right. Be back at 1:15.

21 MR. SCHAUBLE: Thank you, Your Honor.

22 (Whereupon, at 12:16 p.m., the hearing was
23 recessed, to reconvene at 1:15 p.m. this same day, July 29,
24 1997.)

25 //

A F T E R N O O N S E S S I O N

(1:17 p.m.)

1
2
3 JUDGE FRYSIAK: Good afternoon. Any preliminary
4 matters?

5 MR. SCHAUBLE: I have none, Your Honor.

6 JUDGE FRYSIAK: Mr. Sobel, will you please return
7 to the stand?

8 BY MR. SCHAUBLE:

9 Q Mr. Sobel, is it correct that Mr. Kay is paying
10 all your legal fees in connection with this hearing
11 proceeding?

12 A Yes.

13 Q Please turn to WTB Exhibit 40, the addendum. Is
14 that your signature under Marc Sobel, licensee?

15 A Yes.

16 Q Is it correct that WTB Exhibits 39 and 40 together
17 constitute the agreement between you and Mr. Kay concerning
18 the Management Agreement stations?

19 A We were in agreement, yes.

20 Q Mr. Kay has provided the equipment used in
21 connection with the Management Agreement stations, correct?

22 A Yes.

23 Q From time to time, you repair, maintain, and
24 install that equipment. Correct?

25 A Yes.