

1 Q Let me take you through it. What did you mean by
2 "the entire set up"?

3 A The purchase of the construction permit, all the
4 equipment basically to build the station: antenna,
5 transmitter, things like that; and the work that was
6 involved, the labor cost of the electrical installation, the
7 installation of the transmitters, antennas, and what have
8 you.

9 Q So, Mr. Weis, is it your testimony that the
10 payments that go for about 10 years -- 20 years for this
11 network affiliation agreement was to just reimburse you for
12 the construction cost and --

13 MR. RILEY: Your Honor, confusion and misleading
14 question. She was questioning -- Ms. Friedman, I believe,
15 was questioning Mr. Weis about the purpose of the personal
16 guarantee. And she has now contrasted that with a payment
17 schedule that is right in the affiliation agreement.

18 JUDGE STEINBERG: Let me see the deposition
19 transcript.

20 (Pause.)

21 JUDGE STEINBERG: Okay, I've just read deposition
22 transcript from page 12, line 13, through page 13, line 13,
23 and it seems to me that what you were asking in the
24 deposition concerned the guarantee, Mr. Turro's guarantee,
25 is that what you're talking about in the deposition, the

1 \$400,000 guarantee?

2 MS. FRIEDMAN: Yes, I guess that's --

3 JUDGE STEINBERG: And the answer that Mr. Weis
4 gave was explaining that, the way I read it. Is that the
5 way -- Mr. Weis, is that the way you read it?

6 THE WITNESS: That's the way I read it also.

7 JUDGE STEINBERG: And the question you asked here
8 today would be -- is a different question. So I don't see
9 that you're getting conflict in this deposition answer and
10 the answer here today. They are just two different
11 subjects. The question here today was a lot broader than
12 the answer at the deposition

13 In addition to that, Mr. Helmick went over this.
14 I assume you're trying to get at MMB No. 21, page 430, which
15 is the network affiliation agreement, the third paragraph in
16 there which talks about indemnification, I assume.

17 MS. FRIEDMAN: Yes

18 JUDGE STEINBERG: And we have answers to that from
19 this morning.

20 MS. FRIEDMAN: Okay. I have no further questions.

21 JUDGE STEINBERG: Mr. Naftalin?

22 MR. NAFTALIN: No questions, Your Honor.

23 JUDGE STEINBERG: Mr. Riley, do you want to take a
24 short break?

25 MR. RILEY: No, Your Honor.

1 JUDGE STEINBERG: Mr. Weis wants one.

2 MR. RILEY: Mr. Weis wants a break.

3 MR. NAFTALIN: You've been overruled, Jim.

4 JUDGE STEINBERG: Yes, we will go off the record.

5 (Whereupon, a recess was taken.)

6 JUDGE STEINBERG: Okay, let's go back on the
7 record.

8 Now, Mr. Riley, any redirect?

9 MR. RILEY: Yes, Your Honor.

10 I believe the witness has in front of him
11 Monticello Mountaintop Broadcasting, Incorporated Exhibit 5,
12 MMBI Exhibit 5.

13 REDIRECT EXAMINATION

14 BY MR. RILEY:

15 Q Would you turn to that, please?

16 Let me direct your attention, Mr. Weis, to page 11
17 of that exhibit, if you would turn to page 11. It's the
18 hand numbered pagination in the bottom right corner.

19 Do you see a document on that page headlined
20 "Guarantee"?

21 A Yes.

22 Q Is this a person guarantee by you?

23 A Yes.

24 Q Let me direct your attention to one other page in
25 that exhibit. It's hand numbered page 14 in the bottom

1 right corner. In the bottom quarter of that page there is a
2 section headlined "Guarantee".

3 Is that your signature under about five lines of
4 small type?

5 A Yes

6 Q And that guarantee was signed by you on what looks
7 to me to be September 19, 1994.

8 Is that your recollection?

9 A Yes it is.

10 Q If Mr. Turro ceased making payments to you under
11 the network affiliation agreement between MMBI and Mr.
12 Turro's organization, and if Mr. Turro were unable to then
13 make good on the guarantee associated with the network
14 affiliation agreement, would you remain obligated on these
15 personal guarantees in Exhibit 5?

16 A Yes.

17 Q Mr. Helmick asked you about networks and what you
18 understood a network to be, and you indicated, I think, that
19 it was more than one station affiliated with a program
20 supplier or something of that sort?

21 A Yes.

22 Q Did Mr. Turro ever talk to you about plans for
23 development of Jukebox Network?

24 A Yes.

25 Q And what did he tell you in terms of development

1 of a network?

2 A He was looking for more affiliates actively.

3 Q So you understand, I think, today -- I think you
4 told Mr. Helmick this, but if not, let me ask you, do you
5 know whether you are the only affiliate of Jukebox Radio?

6 A I believe I am.

7 Q When you became an affiliate in 1994, was it your
8 understanding then that you would remain the only affiliate?

9 A No.

10 Q There was a question asked, I think -- well, let
11 me not get to the question because I don't recall exactly
12 what it was, but I believe you indicated at a point that you
13 do not supply programming to Bergen County Community
14 Broadcast Foundation.

15 Does programming produced in -- well, in what
16 county in New York state is Monticello located?

17 A Sullivan.

18 Q Yes. Does programming produced in Sullivan County
19 for radio broadcast get supplied to Jukebox Radio?

20 A Yes.

21 Q And how is that done?

22 Well, by whom is that done?

23 A Mr. Blabey sends it down to Mr. Turro's studio.

24 Q And who is Mr. Blabey?

25 A My general manager.

1 Q Is some of this program, the programming that's
2 sent there, programming originally produced by Mr. Blabey
3 for another use?

4 A Yes.

5 Q And what is that other use?

6 A It's broadcast on WVOS AM and FM.

7 Q Is there also -- are public service announcements
8 supplied to Jukebox Radio?

9 A Yes

10 Q And how are they supplied?

11 A They are sent down also. I believe those are sent
12 by Carol Montana.

13 Q I don't know whether your answer to a question
14 earlier was given with everything in mind. You were asked,
15 I think, by Judge Steinberg, whether there was an month
16 where Monticello Mountaintop Broadcasting, Inc.'s expenses
17 exceeded the monthly payment under the network affiliation
18 agreement by BCCBF.

19 When you heard that question, were you considering
20 within expenses not only the bills you were paying that
21 month but those that you have earlier mentioned such as
22 amortization of equipment, which may or may not be related
23 to writing a bill that month but nevertheless would be an
24 accounting expense?

25 If you took a fill -- I realize you are not an

1 accountant, but if you took a full accounting of expenses
2 both cash outlays that month as well as expenses
3 attributable under an amortization schedule that month,
4 would your answer have been the same? Was there any month
5 were MMBI's expenses exceeded the monthly payments received
6 under the affiliation agreement?

7 A No, there was no month.

8 Q No month where your expenses exceeded?

9 A No month.

10 Q Very good business.

11 JUDGE STEINBERG: I think you may have some
12 candidates for other network affiliates in this room here.

13 MR. TURRO: On January 1st, there is going to be a
14 lot of them.

15 JUDGE STEINBERG: Okay, that's not testimony.

16 MR. RILEY: I may be at the end of my -- I just
17 want to cover this. It may be that this question was asked
18 and answered already. No, in fact, I'm sure it was. It was
19 clarified so I won't do that, the answer was.

20 I don't know that this is of any consequence to
21 the record, Your Honor, but my notes reflected and what I
22 heard reflected some confusion.

23 BY MR. RILEY:

24 Q When did Mr. Turro's organization, Jukebox Radio,
25 begin to occupy any part of the building that it now

1 occupies, the building that you own?

2 A I believe it was 1990 - 1991.

3 Q Now, at that time did they occupy the entire
4 building?

5 A No.

6 Q Now, in the facilities they did occupy at that
7 time, in the portion of the building they then occupied,
8 what was in that portion of the building? What did Jukebox
9 Radio have in the part of the building they occupied?

10 JUDGE STEINBERG: You mean what did they put in
11 there?

12 BY MR. RILEY:

13 Q Yes, what was in there? How were the rooms
14 divided? What were the facilities that were in those rooms,
15 as far as you know?

16 A There was an office in front. There was a news
17 studio. There was another small studio. Then an air
18 studio, and more offices in the back.

19 Q Okay.

20 A And a bath room up front.

21 Q Okay.

22 (Pause.)

23 MR. RILEY: I have no other questions, Your Honor,
24 of Mr. Weis.

25 JUDGE STEINBERG: Okay, I have a couple that I

1 forgot I want to ask him. After I ask him, I will let Mr.
2 Riley see if he wants any redirect and then we will go for
3 recross.

4 On page 3 of your statement, your MMBI Exhibit No.
5 1, you're talking about bills, telephone bills that NYNEX
6 sent to Jukebox Radio, and that was paid by Jukebox Radio?

7 THE WITNESS: Yes.

8 JUDGE STEINBERG: Do you have any idea how that
9 happened?

10 THE WITNESS: Mr. Turro was the chief
11 engineer/operator when the station was being built. And
12 just firmly -- this is speculation on my part. If you want
13 it, I'll give it to you.

14 JUDGE STEINBERG: Well, let's hear the
15 speculation. Then we can see if we want to do anything with
16 it.

17 THE WITNESS: We needed a telephone in the studio.
18 He was working in the studio with his network equipment, and
19 I was at the tower site building the tower site.

20 JUDGE STEINBERG: You mean talking about Ferndale?

21 THE WITNESS: He was in the Ferndale studio. I
22 was in the transmitter up in Liberty. And we needed a
23 telephone. He picked up the phone, called NYNEX, ordered a
24 telephone. Since WXTM had no account with NYNEX anywhere,
25 he ordered it on the Jukebox Radio, had the information at

1 his fingertips, and I firmly believe that he intended to
2 transfer that ASAP right over to me.

3 It's a busy business. At some point someone
4 pointed out to him that he was paying my phone bill, and
5 that's when it got transferred back.

6 JUDGE STEINBERG: Okay. So that's what you think
7 happened?

8 THE WITNESS: That's what I think.

9 JUDGE STEINBERG: But you never when to NYNEX and
10 checked to see or anything? You know, to check with them to
11 get their version or their belief as to how that happened?

12 THE WITNESS: Oh, no.

13 JUDGE STEINBERG: Somebody just said to NYNEX
14 "transfer the account over, back to --

15 THE WITNESS: No, I'm sorry. I believe that the
16 transfer had to be actuated because there was a new billing
17 party on the same number. So in my files somewhere there
18 will be paperwork that I signed for NYNEX to get the number
19 changed.

20 JUDGE STEINBERG: Did you ever pay Mr. Turro or
21 Jukebox Radio back for the phone bills that they paid for
22 you?

23 THE WITNESS: No.

24 JUDGE STEINBERG: Look at page 7 of your
25 statement the last paragraph. You're talking about public

1 affairs and public servicing program. You said, "I arranged
2 to have Mr. Blabey's productions."

3 THE WITNESS: Are you on page 7 or --

4 MR. RILEY: It's got a typed number 7 and it
5 should have a handwritten 7 in the right corner, but it may
6 have a handwritten 6.

7 THE WITNESS: I have a handwritten 6.

8 JUDGE STEINBERG: Okay. It's got a typewritten
9 page 7 on the bottom.

10 THE WITNESS: Okay, I see it.

11 JUDGE STEINBERG: You see the "to accomplish"?

12 THE WITNESS: Okay.

13 JUDGE STEINBERG: Okay, you're talking about, "I
14 arranged to have Mr. Blabey's," how did you arrange? What
15 did you do to arrange that?

16 THE WITNESS: Well, I had discussions with Mr.
17 Blabey on getting this down and how we would do it and when
18 it would be played.

19 JUDGE STEINBERG: Was Mr. Turro a party to these
20 discussions?

21 THE WITNESS: I don't believe he was initially.

22 JUDGE STEINBERG: Do you play Mr. Blabey money for
23 these programs?

24 THE WITNESS: No.

25 JUDGE STEINBERG: How come?

1 THE WITNESS: He's never asked, number one, and
2 he's a community-minded guy. He's getting it out twice.

3 JUDGE STEINBERG: If he didn't ask, you're not
4 going to offer; is that correct?

5 THE WITNESS: That's correct.

6 JUDGE STEINBERG: Okay, now, the same question
7 with respect to the -- there is another, "I also arranged
8 for the broadcast of PSAs."

9 Do you see that further down the page?

10 THE WITNESS: Yes.

11 JUDGE STEINBERG: And can you explain how you
12 arranged?

13 THE WITNESS: Oh, very similar discussion; maybe
14 even simultaneously with that one. We need public service
15 announcements and we needed Carol to get them, and Carol
16 gets them and sends them.

17 JUDGE STEINBERG: And does she get reimbursed --
18 well, she gets paid per week paid monthly?

19 THE WITNESS: Yes.

20 JUDGE STEINBERG: When she started doing the PSA
21 stuff for you, did you give her more money?

22 THE WITNESS: No.

23 JUDGE STEINBERG: You mentioned in your testimony
24 this morning about she gets a little more per month than
25 originally contracted for?

1 THE WITNESS: Yes.

2 JUDGE STEINBERG: And I think you said she got a
3 raise.

4 THE WITNESS: Yes.

5 JUDGE STEINBERG: What did she do to deserve the
6 raise?

7 THE WITNESS: Mr. Blabey recommended the raise.

8 JUDGE STEINBERG: On page 9 of your statement,
9 it's got typewritten 9 on the bottom, you talk about the
10 call forwarding arrangement, and you say you don't recall
11 that you knew of the call forwarding arrangement?

12 THE WITNESS: That's correct.

13 JUDGE STEINBERG: Did you ever try to call WJUX or
14 WXTM in Ferndale and get forwarded to Dumont?

15 THE WITNESS: No.

16 JUDGE STEINBERG: If you needed to call and talk
17 to Mr. Blabey or Ms. Montana, how would you do that? What
18 number would you call for them?

19 THE WITNESS: I would call the 292-5533, which is
20 the WBOS number. That was a continuation of habits in
21 dealing with Mr. Blabey from the very beginning. I had no
22 telephone and that was just a number I automatically picked
23 up and called.

24 JUDGE STEINBERG: Okay. So you never -- you never
25 basically tried to call whatever number was listed in the

1 telephone directory for your station?

2 THE WITNESS: That's correct.

3 JUDGE STEINBERG: To see what would happen?

4 THE WITNESS: That's correct.

5 JUDGE STEINBERG: That's it.

6 Do you have any redirect on that, Mr. Riley?

7 MR. RILEY: Just one short question.

8 REDIRECT EXAMINATION (Resumes)

9 BY MR. RILEY:

10 Q Mr. Weis, Judge Steinberg asked a question of you
11 which was with respect to Carol Montana, when she started
12 doing PSAs did she get a raise, and the question might have
13 suggested that she started doing the PSAs some time after
14 your original engagement of Ms. Montana.

15 Could you tell us when in time you arranged with
16 Ms. Montana to do the PSAs?

17 A That was part of her original job at the station.

18 MR. RILEY: That's my only question.

19 JUDGE STEINBERG: Okay, so she -- you were in the
20 courtroom and heard her testimony?

21 THE WITNESS: Yes.

22 JUDGE STEINBERG: And she is faxing stuff down to
23 Jukebox Radio. She did that right from the beginning?

24 THE WITNESS: I don't know if she faxed it right
25 from the beginning. There were several methods of getting

1 it there.

2 MR. RILEY: That's all I have, Your Honor.

3 JUDGE STEINBERG: Okay, redirect, Mr. Helmick,
4 and, of course, you can ask questions on my questions.

5 MR. HELMICK: I have a few questions.

6 Could we go off the record for a few minutes, Your
7 Honor?

8 JUDGE STEINBERG: yes.

9 (Whereupon, a recess was taken.)

10 JUDGE STEINBERG: Back on the record.

11 Mr. Helmick, recross.

12 MR. HELMICK: A few questions, Your Honor.

13 RECROSS-EXAMINATION

14 BY MR. HELMICK:

15 Q Mr. Weis, Mr. Riley asked you a number of
16 questions regarding the WJUX transmitter lease and the WJUX
17 studio lease, and with respect to both those documents he
18 showed you a guarantee, your personal guarantee where you
19 were assumed financial responsibility for the lease payments
20 under those two leases; did he not?

21 A Yes.

22 Q Now, in your business plan that you prepared, as
23 one of your operating expenses that you had in your business
24 plan did you input the lease payments that you would have to
25 make for the WJUX transmitter and the studio?

1 A Yes.

2 Q If you were obligated -- Mr. Weis, if under the
3 network affiliation agreement you become obligated for any
4 expenses that would be normally expenses which you would be
5 entitled to -- if you become obligated for expenses for
6 which you would normally be entitled to receive payments
7 under the network affiliation agreement, would you be able
8 to -- in other words, if the network didn't pay you for the
9 expenses that you incur, would you be able to proceed
10 against the network or Mr. Turro to be reimbursed for those
11 expenses?

12 MR. RILEY: Your Honor, I object to the breath and
13 potential certainly on the witness's part of that, and I
14 would request a ruling that Mr. Helmick point to a
15 particular expense under the network affiliation agreement
16 that MMBI would be entitled to payment of by the --

17 JUDGE STEINBERG: I think that's fair. I think
18 the question is broad.

19 BY MR. HELMICK:

20 Q For instance, under the second to the last
21 paragraph on page 1 of the network affiliation agreement it
22 states that all payment due under the network compensation
23 to MMBI are payable. If the network doesn't make its
24 payments under the compensation plan to you, what is your
25 recourse?

1 A To go after Mr. Turro directly.

2 MR. RILEY: Your Honor, I don't object to that but
3 that's not an example of what Mr. Helmick had originally
4 asked the witness, but it's been asked and answered.

5 JUDGE STEINBERG: Yes, the original question was
6 not pursued.

7 BY MR. HELMICK:

8 Q Mr. Weis, a couple of questions on the WJUX phone
9 installation.

10 When did you first become aware that calls to the
11 WJUX studio in Monticello were being forwarded to Dumont to
12 the WJUX -- or excuse me -- to the Jukebox Radio studio in
13 Dumont?

14 A May or June of '95.

15 Q Was this as a result of the FCC inspection?

16 A No.

17 Q And how did you become aware that the calls were
18 being forwarded?

19 A I really don't recall

20 Q Did you see any reference to call forwarding in
21 the complaint filed by Universal with the Commission?

22 MR. RILEY: First, he's got to establish that Mr.
23 Weis has seen the complaint that was filed by Universal.

24 JUDGE STEINBERG: Why don't you lay the
25 foundation, please?

1 BY MR. HELMICK:

2 Q Have you seen the complaint filed with the FCC by
3 Universal Broadcasting?

4 A Yes.

5 Q When was the first time you saw that complaint?

6 A I believe it was -- no, it was 1995.

7 Q Was it before or after the Commission's letter of
8 inquiry was sent out in July 27, 1995?

9 A I believe it was before.

10 Q Excuse me. I misstated that question.

11 Your response to Mr. Goldstein was dated July 27,
12 1995. His letter to Monticello was June 21, 1995. I
13 apologize.

14 Did you become aware of Universal's complaint
15 before or after June 21, 1995?

16 A I really don't remember.

17 Q Mr. Weis, I had asked you previously, you have
18 testified that, for example, the lease payments due for the
19 studio and transmitter tower, those were calculated into
20 your plan for -- calculated into your business plan for
21 determining what the network compensation due MMBI would be?

22 A Yes.

23 Q So if Bergen County Community Broadcast Foundation
24 or Jukebox Radio Network or Turro, whatever you want --
25 however you want to style it, if you did not receive

1 payment, if a payment was not made to you, and you
2 personally had to make these various lease payments for the
3 WJUX transmitter site, for example, you had to personally
4 make those payments, and you do make those payments
5 personally, but you did not receive compensation from the
6 network for those payments, under your personal guarantee
7 with Mr. Turro you would be able to sue him; is that
8 correct?

9 MR. RILEY: Your Honor, I think the witness may
10 well understand the point of Mr. Helmick's question but my
11 objection is that it misstates the obligation of the network
12 organization. It's not obligated to make payments to Mr.
13 Weis to reimburse him for rental payments. There is a
14 contractual monthly payment required.

15 JUDGE STEINBERG: I will sustain the objection. I
16 think you have the network affiliation agreement in front of
17 you there somewhere, and you have Mr. Turro's guarantee of
18 payment --

19 THE WITNESS: Yes.

20 JUDGE STEINBERG: -- in front of you. Why don't
21 you just take a look at those two things.

22 If you don't receive -- if MMBI does not receive
23 the monthly payment that's scheduled in the network
24 affiliation agreement, could you pursue -- could MMBI
25 pursuant to the guarantee of payments signed by Mr. Turro

1 initiate a lawsuit against Mr. Turro to get that money?

2 THE WITNESS: Yes.

3 JUDGE STEINBERG: Is that what you wanted to ask?

4 MR. HELMICK: I think so, Your Honor. Unartfully,
5 yes, styled otherwise.

6 JUDGE STEINBERG: Well, you just got too confused.

7 What you are trying to do is tie it --

8 MR. HELMICK: Yes.

9 JUDGE STEINBERG: Tie it down a specific component
10 of the payment.

11 Okay, another question along that line. Network
12 affiliation agreement, you know, let's say you fined for
13 something, the FCC fines you for something that the network
14 did, and let's say they fined you 10,000 bucks, and you say
15 the 10,000 bucks, and it was something that the network did,
16 and you say to Mr. Turro, Bergen County Community Broadcast
17 Foundation, the network is responsible for reimbursing --
18 indemnifying you, let's use the words in the document,
19 indemnifying you for the 10,000 bucks. And if he says, no,
20 I'm not going to give you the money, would MMBI be able to
21 sue Mr. Turro under his personal guarantee of payment, in
22 your opinion?

23 THE WITNESS: Yes. Well, it's not a default.

24 It's a refusal. So does it make a difference?

25 JUDGE STEINBERG: Does it make a difference to

1 you?

2 THE WITNESS: I'm not an attorney.

3 JUDGE STEINBERG: Well, in your own mind?

4 THE WITNESS: I think I would have to sue the
5 network first

6 JUDGE STEINBERG: Okay. Okay, so you sue the
7 network for reimbursement. The network says we're out of
8 business, we're broke. Then what do you do?

9 THE WITNESS: Then we sue Turro personally.

10 JUDGE STEINBERG: Okay.

11 MR. HELMICK: That's it, Your Honor.

12 JUDGE STEINBERG: Ms. Friedman?

13 MS. FRIEDMAN: Just a few questions.

14 RE CROSS-EXAMINATION

15 BY MS. FRIEDMAN:

16 Q So, Mr. Weis, based on your testimony concerning
17 your financial obligations, when you said you had ultimate
18 financial responsibility for WJUX, were you being entirely
19 candid at that point?

20 A Yes.

21 Q Mr. Weis, you just testified that, for example, if
22 you had a payment due and Mr. Turro or BCCBF had not paid
23 you that monthly payment, that you would then seek
24 reimbursement from Mr. Turro; is that correct?

25 A I don't see how that changes my financial

1 responsibilities.

2 MS. FRIEDMAN: Okay, I have no further questions.

3 JUDGE STEINBERG: Okay, just in line with that, if
4 MMBI owes the telephone company money -- well, that's a bad
5 example. Yeah, if MMBI owes the telephone company money,
6 and for some reason that month you don't get your money from
7 the network, what happens to the NYNEX bill?

8 THE WITNESS: Well, it gets paid.

9 JUDGE STEINBERG: And who pays it?

10 THE WITNESS: MMBI would pay it. We have other
11 money besides --

12 JUDGE STEINBERG: The same thing with the studio
13 and transmitter lease, if the payments become due on the
14 lease say on the first of the month, and you don't get your
15 check from the network, do you still have to pay? Does MMBI
16 still have to pay for the lease?

17 THE WITNESS: Yes.

18 JUDGE STEINBERG: And what if you never ever get
19 any money from the network for that month?

20 THE WITNESS: In other words, they just skipped a
21 month and started paying again?

22 JUDGE STEINBERG: Well, let's say they skipped a
23 month and they skip all subsequent months.

24 THE WITNESS: Well, then the agreement would be
25 broken at that point.

1 JUDGE STEINBERG: The network agreement?

2 THE WITNESS: The network agreement would be
3 broken. We would go after Mr. Turro.

4 JUDGE STEINBERG: What happens with the payables
5 while you are going after Mr. Turro?

6 THE WITNESS: I would dig in my pocket to put
7 money into MMBI for them to then pay the bills.

8 JUDGE STEINBERG: So MMBI would pay the bills?

9 THE WITNESS: Yes.

10 JUDGE STEINBERG: And what you never recover --
11 you institute a lawsuit against Mr. Turro personally under
12 the guarantee and you never recover a nickel. What happens
13 to the -- any obligations of MMBI?

14 THE WITNESS: Well, they still remain in place,
15 and I have lost money.

16 JUDGE STEINBERG: You still have to make those
17 payments?

18 THE WITNESS: Yes.

19 JUDGE STEINBERG: Any questioning based on my
20 questions?

21 MR. NAFTALIN: No, Your Honor.

22 JUDGE STEINBERG: I didn't ask Mr. Naftalin if he
23 had any questions.

24 MR. NAFTALIN: No, Your Honor.

25 JUDGE STEINBERG: Any questions based on my

1 questions, Mr. Helmick?

2 MR. HELMICK: No, Your Honor.

3 JUDGE STEINBERG: Ms. Friedman?

4 (Pause.)

5 MS. FRIEDMAN: I have one question.

6 JUDGE STEINBERG: Okay.

7 RECROSS-EXAMINATION (Resumes)

8 BY MS. FRIEDMAN:

9 Q Mr. Weis, you said you would -- in the event that
10 the monthly payments stopped coming and the bills kept
11 coming in, that you would reach in MMBI's pocket, so to
12 speak, does MMBI have any other source of revenue besides
13 monthly payments?

14 MR. RILEY: I believe he said he would reach into
15 his pocket.

16 JUDGE STEINBERG: Yes, he said he would reach into
17 his pocket. But that's a --

18 MR. RILEY: Does Mr. Weis have other sources of
19 money? I just objected to the mischaracterization of Mr.
20 Weis's testimony; not to the question.

21 MS. FRIEDMAN: Well, I believe said that they had
22 other money.

23 JUDGE STEINBERG: Why don't you clarify it?

24 MS. FRIEDMAN: Okay.

25 THE WITNESS: MMBI's checking account doesn't go

1 to zero each month when we pay the bills. There is a profit
2 built in, and the profit stays in.

3 JUDGE STEINBERG: And then what happens when
4 MMBI's account would reach zero?

5 THE WITNESS: Then I have to go into my personal
6 money and loan it to MMBI to pay bills.

7 BY MS. FRIEDMAN:

8 Q But does MMBI have any other source of revenue
9 besides the monthly payments?

10 A Yes.

11 Q It does.

12 And what would that be?

13 A Commercial advertisements.

14 Q Did this revenue begin in -- when did Jukebox
15 Radio -- excuse me.

16 When did WJUX begin receiving payments for
17 commercial advertising?

18 A Just this October - November. October, actually,
19 before the election.

20 Q October of?

21 A This one, '97.

22 Q '97.

23 MS. FRIEDMAN: Thank you. No further questions.

24 MR. RILEY: I have no questions, Your Honor.

25 JUDGE STEINBERG: Okay, you are excused, Mr. Weis.