47 C.F.R. § 90.615.

Sincerely,

William H. Kellett
Attorney
Office of Operations - Gettysburg
Wireless Telecommunications Bureau

fp\93f627b

RECEIVED
JUL 28 '97
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the matter of	)	
	)	
United Corporation of Southern California,	)	
	)	
and	)	
	)	
James A. Kay, Jr.,	)	
	)	
Complainants	)	
	)	
- versus -	)	File No. _____
	)	
Jim Doering d/b/a	)	
J. Doering Communications	)	
	)	
and	)	
	)	
Harold Pick d/b/a	)	
Communications Consultants Systems,	)	
	)	
Defendants	)	

To: Chief, Enforcement Division
Wireless Telecommunications Bureau

INFORMAL REPLY

United Corporation of Southern California ("United") and James A. Kay, Jr. ("Kay"), by their attorneys, hereby submit this informal reply to a pleading entitled *Answer to Formal Complaint, Petition for Declaratory Ruling, and Informal Request for Commission Action* ("*Answer*") which was filed by Defendant Jim Doering d/b/a J. Doering Communications ("Doering") on or about 30 June 1997 in response to the *Formal Complaint, Petition for Declaratory Ruling, and Informal Request for Commission Action* ("*Complaint*") filed by Complainants on or about 30 May 1997.[1]

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[1] The Commission still has not formally served the *Complaint* in this matter, so the *Answer* was a voluntary filing. Moreover, to the best of Complainants' knowledge, Defendant Pick still has not responded to the *Complaint*. Insofar as the *Complaint* has not been formally served, the formal time for filing an answer has not yet run, and one of the defendants has in fact not answered, the formal deadline for submitting a reply has not yet arrived. *Cf.* 47 C.F.R. §1.724(a) (answer due within 30 days of formal service of the complaint, unless the Commission sets a different time); 47 C.F.R. §1.726 (reply due within 10 days after service of an answer). Complainants therefore reserve the right to submit a formal reply at such time as the Commission formally serves the *Complaint* and both defendants have answered and/or the time for submitting an answer has formally expired. Complainants urge the Commission to serve the *Complaint* without further delay.

Complainants shall simply respond, seriatim, to each paragraph of the Doering's response. Accordingly, the numbered paragraphs below correspond to the numbered paragraphs in Doering's *Answer*:

1. The fact that Complainants United and Kay have filed a joint complaint and share common telecommunications counsel does not evidence any sinister or improper action or motive on their part. While the *Complaint* relates to a single set of operative facts, each complainant has a different private interest and a different legal grounds for standing. United's interest is in the reclamation of the Part 90 authorization that was fraudulently and unlawfully assigned to Doering. Kay has no interest, direct or indirect, in the Unirted authorization or in the channel specified in the United authorization. Rather, Kay's interest in this matter is to advocate that the improper actions of Doering and Pick be taken into account in assessing their qualifications to remain Commission licensees. United has no particular interest in that issue. Thus, United and Kay each have a different axe to grind, giving them separate and distinct bases for standing. Because these separate claims arise out of a common set of operative facts, however, efficiency dictated jointly filing a single *Complaint* on behalf of both parties. Finally, United separately retained undersigned counsel to handle the informal filings that were tendered to the Licensing Division prior to this *Complaint*. Kay was not a party to, has no direct interest in, and did not fund those filings.

2. Doering here expressly states that the *Answer* is being filed only on behalf of Doering, and not on behalf of Pick. As stated in footnote 1, above, Complainants have not been served with any answer by Pick in this matter. While it is assumed he has not yet filed an answer, he has a habit of making *ex parte* communications in contested matters. Nevertheless, until such time as Pick serves a response or the Commission advises Complainants that it is in receipt of a response, Complainants shall assume none has been filed.

3. Doering in this paragraph makes statements that are untrue. Moreover, some of these statements are attributed to paragraph 6 of the *Complaint* and to the Springfield Declaration (Exhibit 5 to the *Complaint*), but the Commission can easily see by reading those items that they absolutely do not support the statements being made by Doering. First, nowhere in the *Complaint* (at paragraph 6 or otherwise) or in the Springfield Declaration do Complainants state that United agreed to sell most of its radios to Pick. Second, nowhere in those sources or anywhere else do Complainants state or admit that the arrangement between United and Pick provided for a $1,400 payment to United. In fact, United unequivocally denies both of these assertions. United has not sold or otherwise disposed of any radios. United originally purchase six radios, and still has five of the original set, one having been replaced at one point when it failed. Moreover, United categorically denies that it agreed to accept or that it did in fact accept any cash payment ($1,400 or otherwise) in exchange for the assignment of its authorization. United's understanding with Pick was that the authorization would be assigned to Pick so that Pick could use it to provide repeater service, and that Pick would thereafter provide United with free repeater service. That United would attribute these statements to a specific paragraph in the *Complaint* and to the attached declaration when such statements are obviously absent from such documents shows just how little concern and respect for the truth he has.

4. Once again, United is not "a ready, able and willing dupe and tool for Kay," as alleged by Doering. United has its own interest in this matter, separate and distinct from Kay's, and United has separately retained counsel to prosecute that interest. Further, the fact that United ceased receiving repeater service from Motorola on or about 15 June 1994 is not in any way relevant to this proceeding. It was at approximately that time that United entered a relationship with Pick, whereby Pick was presumably operating a repeater on United's behalf. Even though the relationship with Motorola may have ceased, United never ceased operating its units on the licensed channel.

5. Doering once again simply ignores the facts. United neither wanted to, nor did it, "unload a bunch of radios." United purchased six radios and still has six. Five are from the original set of six, and one is a replacement. Further, Pick most certainly *did* dupe United. He led United to believe that the license assignment was a necessary part of the transaction. Moreover, United agreed to assign the license to Pick, and believed not only that the license had been assigned to Pick, but that Pick was using the license to provide United's repeater service. Pick never disclosed to United that he had altered, forged, and falsified documents to make it appear that United had consented to an assignment of the license to Doering, a person United had never met and did not know.

6. Contrary to Doering's allegation, United did not "omit[] ... the minor detail that he signed the From 1046 in blank." In point of fact, what United has stated is that the form *may* have been blank when he signed it, or it may have specified Pick as the assignee. Either way, the form most certainly did not specify Doering as the assignee, nor was there any understanding between United and Pick that anyone other than Pick would be the assignee.

7. It is ironic that Doering, Harold Pick's cohort in this crime, now pretends like it is perfectly normal and proper for Pick to have obtained Mr. Springfield's signature on a blank FCC assignment of license form and then later use that form in ways contrary to his understanding with the assignor. This is precisely the conduct that Pick, and others at Pick's instigation, have falsely made against Kay. How is it that when they allege this conduct against Kay, without evidence, it is characterized as criminal behavior, but when they readily admit the same conduct themselves it is painted as routine and innocent? Contrary to Doering's assertion, even if the form was signed in blank, that did not give Pick carte blanche to do with it as he pleased. Doering's blank check analogy fails. If one party gives another a blank check, but with an express understanding between the parties as to how the check is to be used, the receiving party would not be free to violate the terms of the understanding between the parties simply because the check were blank. Similarly, if the Form 1046 in this case was in fact executed in blank, it was done so based on the express

understanding of the parties that the license was to be assigned to Pick. Pick did not have the right to unilaterally change that understanding, and neither Pick nor Doering had the right to alter and falsify documents to make it appear that United had consented to a transaction of which it was unaware and that Mr. Springfield had made statements he never uttered.

8. Doering misinterprets the *Complaint*, stating "What Kay and Springfield are suggesting ... is that because of his newly wedded bliss, Springfield was in no position to sign and FCC Form 1046 ... on September 19, 1995, and thus the transaction is improper." That is too soft an interpretation of the *Complaint*. Kay and United are not "suggesting" anything regarding Mr. Springfield's capacity to sign on September 19. Rather, they are stating unequivocally that he in fact *did not* sign any such documents on or after September 16, and that he *could not have* signed any such documents between September 18 through September 22. The significance of the wedding is not that it clouded Mr. Springfield's capacity or judgement in any way, but rather that, being a personally significant date, it allows him to specifically fix in his recollection the last date on which he would have signed any official documents. And, even on the incredible chance that his memory were nonetheless wrong about this, there nonetheless can be no dispute that the did not sign any such documents between September 18 through September 22 because he was out of the country and on a cruise ship.

9. In what is supposed to be a factual answer supported by sworn verification, Doering offers the limp suggestion that "the incorrect date *may* have been inserted on the Form 1046" (emphasis added). Rather than dealing in theoretical possibilities, let's deal with the indisputable facts: (a) Mr. Springfield did not and could not have signed the form on September 19, although Doering, by submitting the form to the FCC with that date added to it, misrepresented that he did; and (b) although Mr. Springfield did sign the form sometime prior to September 15, it was for the purpose of assigning the station license to Pick, not to Doering.

10. As for the typewritten conformed signature (/s/ Robert L. Springfield) on the assignor's construction certification letter, "Doering cannot recall why there is no original signature ... or why the date is September 20, 1995." Doering goes on to "presum[e] ... the original signed copy was mislaid or lost." This is amazing! Is Doering actually trying to maintain that Springfield actually signed such a letter. Springfield has stated, unequivocally and under oath, that he did not. Moreover, he was not even in the country on September 20. Doering prepared and filed the application. The facts regarding the preparation and filing of the application are in the exclusive possession of Doering. If Doering can not or will not come forward with supported fact, not theoretical and illogical possibilities, then the Commission should presume the facts are unfavorable to him.

11. In this paragraph Doering effectively admits to misrepresentation. He states that Springfield "was not advised of the filing of an application for the consent to the assignment of Station WNMT733 license to Doering because there was no relationship with Doering." Yet, Doering allowed to be filed with the Commission an FCC Form 1046 purportedly evidencing United's consent to the assignment to Doering. Doering also allowed to be included in that application a letter, purportedly signed by Springfield, that not only implied a knowledge of Doering, but presumed to make statements about how Doering would operate the station upon consummation of the assignment.

12. Virtually every statement in this paragraph is factually inaccurate. As for the issue of the Form 1046 having been signed in blank, see paragraphs 6-7, above. Beyond that, United was not paid $1,400 in consideration for the assignment or for any other purpose, nor was there any agreement between United and Pick to that effect. United did not "retain a few of its mobiles," it has at all times retained all six of its mobiles. The understanding between United and Pick did not provide for indefinite repeater service at $40 per month, it provided for indefinite repeater service at no charge.

13. Doering asserts that Complainants should present clear proof of the claim that Doering knew or should have known that the assignment application contained false and misleading statements and included forged or altered documents. Complainants have offered substantial evidence of these claims. The application contains an FCC Form 1046 which purports to be United's consent to an assignment to Doering, and it contains a construction certification letter in which Mr. Springfield purportedly attests to Doering's post assignment plans. But Springfield had never met Doering and was not party to the assignment (a point which Doering admits), and Springfield never signed the certification letter (a point which Doering is not able to refute). Moreover, both the Form 1046 and the certification letter have been altered to indicate that they were signed by Mr. Springfield on dates when it would have been impossible for him to do so. Even though Doering was solely responsible for the preparation and filing of the application, he has no explanation for these serious irregularities. We respectfully submits that it is now incumbent upon Doering, not Complainants, to come forward with some hard evidence rather than general denials based on fantastic and impossible theories.

14. Complainants acknowledge the paragraph numbering glitch in the *Complaint* and apologize for any inconvenience or confusion it may have occasioned.

15. Doering feigns indignation at Complainants' suggestion of a plausible motive for the fraudulent assignment application, namely, Pick's desire to shield the station from the reach of the bankruptcy trustee. Doering says that Complainants' "should be required to prove" this "serious charge." Actually, there is no need for such proof. Complainants have already made a prima facie case, with substantial supporting documentation and sworn statements, to justify the relief they request, regardless of whether the bankruptcy fraud allegation is proven. Complainants' merely suggest it as a possible explanation why Pick would not have filed the assignment application as originally planned, and why he would engage Doering in a scheme to file a fraudulent application in its place. If Doering has an explanation, he is the one who should come forward with the proof

of it. Make no mistake, however, that Complainants' suspicions in this regard are not mere fantasy. Here is how the Honorable Lisa Hill Fenning, a federal bankruptcy judge, characterized Mr. Pick's conduct:

> [H]e was found to have concealed assets, failed to disclose assets. He was repeatedly sanctioned .... [H]e has undervalued the property that he has scheduled .... Mr. Pick's credibility in this court in zero. ... I have had extensive proceedings, trials, hearings in this court, having started with a couple of phoney [sic] filings by Mr. Pick's parents and a couple of shell corporations, and all sorts of things. ... [Mr. Pick] is not entitled to protection. I find that this filing [by Mr. Pick] is not in good faith ....

See Transcript of the 5 June 1997 hearing in Case No. LA97-20915-LHF before the United States Bankruptcy Court for the Central Division of California. A copy of the transcript is attached hereto as Exhibit No. 7.[2]

16. Doering is simply wrong in his assertion that United implicitly consented to the assignment of the license to Doering. Moreover, United did not, as Doering characterizes it, "willingly surrender the station". What United consented to was an assignment of the license to Pick. Since Pick never followed through on that assignment, the station was never lawfully assigned away from United. Finally, Doering claims that United "continues to this day to receive repeater service." United hereby advises the Commission that there has been, in recent weeks, a substantial degradation in the quality of service and the ability to communicate on United's radios. United suspects that Doering or Pick may have modified or curtailed United's service. United is investigating this matter and will advise the Commission of any relevant information it discovers.

17. Kay is a United States citizen with a Constitutional right to petition the government. That fact would remain true even if Kay's licenses were revoked. But Kay's licenses have not been revoked. There is a pending license revocation proceeding in WT Docket No. 94-147, but there are three very significant factors about that proceeding that Doering ignores: (a) The Bureau, not Kay, has the burden of proceeding and the burden of proof in that proceeding. Kay is an innocent licensee until proven unqualified. (b) The Bureau's attempt to rush to judgement without proving its case

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[2] Exhibit Nos. 1 through 6 are appended to the *Complaint*.

recently failed when the Commission overturned the presiding judge's unlawful issuance of a summary decision against Kay. (c) The proceedings are currently under stay pending the Commission's consideration of a request to remove the presiding judge and reassign the case. In any event, WT Docket No. 94-147 has no bearing whatsoever on this *Complaint*.

18. United and Kay have made a prima facie case. Moreover, they have presented specific factual allegations supported by documentary evidence and sworn statements. Doering, by comparison, can only offer generalized denials based on preposterous theories. About the only additional thing Doering offers are repeated ad hominem attacks on Mr. Kay. Suffice it to say, the *Complaint* presents a prima facie case supported by substantial evidence.

WHEREFORE, in view of the foregoing, Complainants respectfully renew their requests for relief. Specifically, Complainant United respectfully requests

(a) the reinstatement to Complainant United of the authorization for Business Radio Service Station WNMT733.

Complainant Kay respectfully requests:

(b) that any pending applications filed by Defendants Doering or Pick be set for hearing, pursuant to Section 309(e) of the Communications Act of 1934, as amended, 47 U.S.C. § 309(e), on the issue of whether the applications should be denied on the grounds that the applicants lack basic character qualifications;

(c) that any authorizations granted to Defendants Doering or Pick within the past 30 days be set aside, pursuant to Section 405 of the Communications Act of 1934, 47 U.S.C. § 405(a), and included in the hearing requested in item C.2(a), above;

(d) the issuance and due service of an order to show cause, pursuant to Section 312(c) of the Communications Act of 1934, as amended, 47 U.S.C. § 312(c), why all FCC licenses held by Defendants Doering or Pick should not be revoked pursuant to Section 309(a) of the Communications Act of 1934, as amended, 47 U.S.C. § 312(a); and

(e) the issuance and due service of a notice of apparent liability, pursuant to Section 503(b) of the Communications Act of 1934, as amended, for forfeitures in appropriate amounts to Defendants Doering and Pick.

Should the Commission determine for any reason that a formal complaint does not procedurally lie in this matter, Complainant's alternatively request:

(f) a declaratory ruling, pursuant to Section 5(d) of the Administrative Procedure Act, 5 U.S.C. § 554(e), and Section 1.2 of the FCC Rules and Regulations, 47 C.F.R. § 1.2, that the actions of Defendants Doering and Pick as described above are unlawful and not in accordance with Commission policy;

(g) informally, pursuant to Section 1.41 of the FCC Rules and Regulations, 47 C.F.R. § 1.41, the issuance of an order providing for the relief requested in items (a) through (e), above.

Respectfully submitted,

United Corporation of Southern California and James A. Kay, Jr.

Robert J Keller

By: Robert J. Keller
Their Attorney

LAW OFFICE OF ROBERT J. KELLER, P.C.
4200 Wisconsin Avenue, N.W. #106-233
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Facsimile: 301-229-6875
Email: rjk@telcomlaw.com

Dated: 28 July 1997

5-45

EXHIBIT NO. 7

1 UNITED STATES BANKRUPTCY COURT

2 CENTRAL DISTRICT OF CALIFORNIA

3 ooo--

4 In Re:) Case No. LA97-20915-LHF
5 HAROLD R. PICK,) Los Angeles, California
6 Debtor.) Thursday, June 5, 1997
) 1:30 p.m.
7

8 TRANSCRIPT OF PROCEEDINGS
9 BEFORE THE HONORABLE LISA HILL FENNING
UNITED STATES BANKRUPTCY JUDGE

10 APPEARANCES:

11 For the Chapter 13 Trustee: S. RENEE SAWYER, ESQ.
Office of the Chapter 13
12 Trustee
606 South Olive Street
13 Suite 1850
Los Angeles, California 90014
14 (213) 689-3014

15 For James Kay: ALAN M. LURYA, ESQ.
4199 Campus Drive
16 Suite 700
Irvine, California 92612
17 (714) 737-5394

18 For the Debtor: STEVEN REIN, ESQ.
Law Offices of Steven Rein
19 14827 Ventura Boulevard
Suite 209
20 Sherman Oaks, California 91403
(818) 905-7095
21
22
23
24
Proceedings recorded by electronic sound recording;
25 transcript produced by transcription service.

1 LOS ANGELES, CALIFORNIA THURSDAY, JUNE 5, 1997 1:30 P.M.
2 --oOo--
3 (Call to order of the Court.)
4 THE COURT: Number 325, Harold Pick.
5 MR. LURYA: Good afternoon, your Honor. Alan
6 Lurya appearing for the objecting creditor, James A. Kay,
7 Junior.
8 MR. REIN: Yes, good afternoon, your Honor. I'm
9 Steven Rein. I'm just substituting in. I do have a
10 conformed copy of a substitution for the Court. And I
11 also --
12 THE COURT: Have you reviewed the case file in Mr.
13 Pick's prior case before substituting in?
14 MR. REIN: Not entirely. I'm somewhat familiar
15 with it. I know that he received this discharge, and I'm
16 familiar with events that took place in the case.
17 THE COURT: That he was found to have concealed
18 assets, failed to disclose assets. He was repeatedly
19 sanctioned from various ways in that case. And we're back
20 at the same point, where he is claiming interest in property
21 that appears to belong to Mr. Kay, having bought it out of
22 the Chapter 7 case. That he has undervalued the property
23 that he has scheduled. And this appears to be a rerun of
24 the Chapter 7 case. And Mr. Pick's credibility in this
25 court is zero.

1 MR. REIN: Your Honor, I would like to say, the
2 Court is probably aware that all of this stems from this
3 judgment for over $92,000.
4 THE COURT: I am well aware that this all stems
5 from that. But, I have had extensive proceedings, trials,
6 hearings in this court, having started with a couple of
7 phoney filings by Mr. Pick's parents and a couple of shell
8 corporations, and all sorts of things. I am extremely
9 familiar with the facts in this case.
10 MR. REIN: Well, with all due respect, your Honor,
11 I believe that in spite of the fact that a motion to set
12 aside the default in the State Court action has already been
13 made. I believe that there's still a significant
14 possibility of setting aside that judgment.
15 THE COURT: Then the litigation should occur in
16 State Court.
17 MR. REIN: But, in the meantime he can't file a 7,
18 and he --
19 THE COURT: That is right, he can't file a 7.
20 MR. REIN: And he needs protection.
21 THE COURT: He is not entitled to protection. I
22 find that this filing is not in good faith, and I will
23 dismiss it with 180-day bar.
24 MS. SAWYER: Thank you, your Honor.
25 MR. LURYA: Thank you, your Honor.

(Proceedings concluded.)

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

Holly Hinkle 7/15/97
Transcriber Date

FEDERALLY CERTIFIED TRANSCRIPT AUTHENTICATED BY:

L. L. Francisco, President
Echo Reporting, Inc.

1 Court Recorder: Maria Gravina
United States Bankruptcy Court
2 Edward R. Roybal Federal
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3 255 East Temple Street
Los Angeles, California 90012
4 (213) 894-5932

5 Transcriber: Holly Hankel
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6 225 Broadway, Suite 350
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CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of July, 1997, I caused copies of the foregoing pleading to be sent by first class United States mail, postage prepaid, except as otherwise indicated below, to the following:

LEWIS H GOLDMAN ESQ
LEWIS H GOLDMAN PC
1850 M ST NW STE 1080
WASHINGTON DC 20036-5810

HAROLD PICK
350 MESA DRIVE
SANTA MONICA CA 90402

MR MARK J ABRAMS
MOBILE RELAY ASSOCIATES INC
PO BOX 19
PARAMOUNT CA 90723-0019

Robert J Keller

Robert J. Keller
Counsel for Marc D. Sobel
d/b/a Air Wave Communications

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ATTACHMENT NO. 6

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10 January 1997

Mr. Terry L. Fishel, Chief
Land Mobile Branch, Licensing Division
Wireless Telecommunications Bureau
Federal Communications Commission
1270 Fairfield Road
Getteysburg, Pennsylvania 17325-7245

In re: Liberty Paving Company, Inc.
Conventional Business Radio Service Station WRG921
808/853.5875 MHz—Corona/Santiago Peak (Riverside) CA

Dear Mr. Fishel:

On behalf of Marc D. Sobel d/b/a Air Wave Communications,[1] we respectfully request that the above referenced authorization be canceled and purged from the Commission's license database.

Mr. Charles F. Barnett, President of Liberty Paving Company, Inc. ("Liberty"), recently gave a deposition in a civil proceeding pending in a California superior court.[2] During the course of his sworn testimony, Mr. Barnett unequivocally stated that the radios his company had been using pursuant to the above-referenced license were taken out of service in the fall of 1994. In August of 1994 Liberty contracted for service on Nextel's new 800 MHz digital system. Liberty traded the old radios in for a credit of $100 each. The old radios were taken away by the technicians who installed the new Nextel radios in Liberty's vehicles. Mr. Barnett further testified that his company has not used the old radios or any radio system other than Nextel's since that time. Mr. Barnett's service with Nextel began sometime in August-September of 1994. An excerpt of the relevant parts of the deposition transcript is attached for your reference.

Section 90.157 of the Commission's Rules and Regulations provides, in pertinent part:

> The license for a station shall cancel automatically upon permanent discontinuance of operations and the licensee shall forward the station license to the Commission. . . . For the purposes of this section, any station which has not operated for 1 year or more is considered to have been permanently discontinued.

47 C.F.R. § 90.157(a-b). In at least one case the Commission has held that a license had automatically

[1] Mr. Sobel is the licensee of Conventional SMR Station WPCG780. The stations are cochannel and both are located at Santiago Peak. Mr. Sobel therefore has standing to lodge this request.
[2] Mr. Barnett's deposition was given at Beverly Hills, California, on November 15, 1996, in *Lucky's Two-Way Radios v. Liberty Paving Co.*, Case No. BC 142387 (Superior Court of California for the County of Los Angeles).

canceled when a station was off the air for more than a year after its tower burned down. *Procell Communications, Inc.*, 11 FCC Rcd 5806, 5808 (1996). The above-referenced station has been off the air for more than two years, and the discontinuance of operation was a voluntary action on Liberty's part.

The license for Station WRG921 clearly has automatically canceled by operation of law. We therefore ask that the Commission formally delcare the authorization void and purge it from the license database.

Kindly direct any questions or correspondence concerning this matter to the undersigned.

Sincerely,

Robert J. Keller

Robert J. Keller
Counsel for Marc D. Sobel
d/b/a Air Wave Communications

cc: David P. Christianson, Esquire
Law Offices of David P. Christianson
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725 Town & Country Road
Orange, California 92668
Counsel for Liberty Paving Company, Inc.

ATTACHMENT NO. 7

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2 September 1997

Mr. Terry L. Fishel, Chief
Land Mobile Branch, Licensing Division
Wireless Telecommunications Bureau
Federal Communications Commission
1270 Fairfield Road
Getteysburg, Pennsylvania 17325-7245

In re: Liberty Paving Company, Inc.
Conventional Business Radio Service Station WRG921
808/853.5875 MHz—Corona/Santiago Peak (Riverside) CA

Dear Mr. Fishel:

Nearly nine months ago I sent you a letter containing uncontradicted and irrefutable evidence[1] that the captioned authorization cancelled by operation of law pursuant to Section 90.157 of the Commission's Rules and Regulations. A copy of that letter is attached. We asked that you declare this to be the fact and purge the authorization from the Commission's license database.

To date you have not responded to or acted upon the previous request. If you do not intend to act on this matter immediately, I respectfully ask that you promptly advise me of the reason for such failure to act. If I do not hear from you shortly, I have been instructed by my client to seek redress t the Commission level and/or in Court.

Kindly direct any questions or correspondence concerning this matter to the undersigned.

Sincerely,

Robert J. Keller

Robert J. Keller
Counsel for Marc D. Sobel
d/b/a Air Wave Communications

cc: David P. Christianson, Esquire
Centrium South, Suite 310
725 Town & Country Road
Orange, California 92668
Counsel for Liberty Paving Company, Inc.

[1] The evidence is in the form of sworn testimony, given under oath, by the licensee himself, that the station was off the air for more than one year.

ATTACHMENT NO. 8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAMES A. KAY, JR., Plaintiff, vs. HAROLD PICK, GERARD PICK, individually, and doing business as COMPUTER CONSULTANT AND SYSTEMS, and doing business as COMMUNICATION CONSULTANT AND SYSTEMS, and doing business as CCS, and doing business as LANCE HARDY BEST ADVERTISING, and DOES 1 through 25, inclusive, Defendants.	Case No. LC 023366

DEPOSITION OF CHARLES BARNETT

FRIDAY, JANUARY 30, 1998

ENCINO, CALIFORNIA

APPEARANCES OF COUNSEL:

For the Plaintiff:

LAW OFFICES OF JOEL S. SEIDEL
BY: JOEL S. SEIDEL, ESQ.
18075 Ventura Boulevard
Suite 213
Encino, California 91316

For the Plaintiff:

THOMPSON HINE & FLORY P.L.L.
BY: SCOTT A. FENSKE, ESQ.
1920 N Street N.W.
Washington, D.C. 20036-1601

For the Defendant FCC, Wireless Telecommunications Bureau:

WILLIAM H. KNOWLES-KELLETT
ATTORNEY AT LAW
1220 Fairfield Road
Gettysburg, Pennsylvania 17325-7245

For the Defendant Enforcement and Consumer Information Division Wireless Telecommunications Bureau:

JOHN J. SCHAUBLE
ATTORNEY AT LAW
2025 M Street, N.W.
Room 8308
Washington, D.C. 20554

Also Present: James A. Kay, Jr.

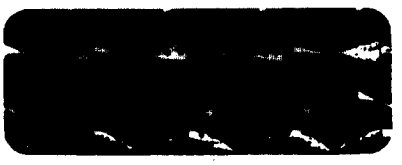
SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JAMES A. KAY, JR., Plaintiff, vs. HAROLD PICK, GERARD PICK, individually, and doing business as COMPUTER CONSULTANT AND SYSTEMS, and doing business as COMMUNICATION CONSULTANT AND SYSTEMS, and doing business as CCS, and doing business as LANCE HARDY BEST ADVERTISING, and DOES 1 through 25, inclusive, Defendants.	Case No. LC 023366

DEPOSITION OF CHARLES BARNETT,

taken on behalf of the Plaintiff, commencing at 9:40 a.m., at 18075 Ventura Boulevard, Encino, California, on Friday, January 30, 1998, before MARCHELLE HARTWIG, CSR No. 9347, within and for the County of Los Angeles, State of California, pursuant to Subpoena.



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