

1 involved from an investment standpoint exclusively and the  
2 CPA, Don Royston, suggested my husband's name, that he was  
3 an attorney, he might have business contacts, he might know  
4 someone who would be interested. Mr. Murray, of course,  
5 had no idea that as it turned out that my husband's own wife  
6 was interested. So that's how it turned out.

7 Q Let's get this in the record. Your husband  
8 is an attorney, what law firm is he with?

9 A He is a sole proprietor.

10 Q And what type of practice does he do?

11 A Mainly real estate.

12 Q And the name of the CPA, you indicated there  
13 was one CPA in Tennessee.

14 A Right.

15 Q And then there was another one in Asheville?

16 A No, no, it's the same person. What happens is  
17 that it's Mr. Murray's CPA, Don Royston, in Tennessee, is  
18 our CPA for Tennessee matters, because my husband is a native  
19 of Tennessee, he is a native of Kingsport, Tennessee, and  
20 so when he had, you know, dealings, he dealt with him. He  
21 was also a neighbor of my husband's for a number of years  
22 before moving to Georgia.

23 Q Now, who is the "he" you are referring to?

24 A Don Royston, the CPA, he's a friend and  
25 neighbor.

1 Q. So Mr. Murray first talked with your husband  
2 before he talked with you, is that correct?

3 A. That's correct.

4 Q. And then there came a time that Mr. Murray  
5 called you?

6 A. Well --

7 Q. Or did you call Mr. Murray?

8 A. Let's see. Actually, my husband told him in  
9 the initial conversation that his wife, that I might be  
10 interested in getting involved in this and he would tell me  
11 about it and get back to him, or that I would get back to  
12 him. So I believe then I called a day or two later, I don't  
13 remember exactly when.

14 JUDGE MILLER: How did your husband know you  
15 were interested?

16 THE WITNESS: Well, because we have talked  
17 about this before. This is -- because of my next door  
18 neighbor and his involvement in public radio, because of --  
19 I mean my husband knows what my interests are. He knows  
20 that I am interested in exposing the public to issues that  
21 I feel they should be exposed to and there aren't enough  
22 talk shows and the like to inform people about given issues.

23 JUDGE MILLER: I understand that. But you  
24 never had any broadcast experience?

25 THE WITNESS: Oh, no, not at all. But the

1 something that would be available to me, not having had  
2 previous broadcast experience. It wasn't that I said I  
3 can't do this because -- It was mainly a reaction of surprise.

4 Q Any other first impressions you had from that  
5 initial conversation?

6 A That it sounded very interesting. I had heard  
7 about the frequency allocation before and that just was one  
8 of those things that made it all kind of all into place.

9 Q Now, how did you hear about the frequency  
10 allocation beforehand?

11 A My neighbor mentioned it, probably in the  
12 spring, '87 sometime.

13 Q Your neighbor being?

14 A Tim Warner. He's the general manager of WCQS,  
15 the public radio station in Asheville.

16 Q This was in the spring of '87, do you recall  
17 what Mr. Warner said at that time?

18 A Just that there had been a frequency allotted  
19 for that area.

20 Q Well, did he say any more like, why don't you  
21 apply for it, or make any suggestions?

22 A No. No, apparently, I don't know that that's  
23 something that he was aware of, because he doesn't deal in  
24 the same realm as others do who are in this competitive  
25 process, so I don't know that he would have known about the

1 previous broadcast experience angle, but to -- I know which  
2 would have made him encourage him me. I don't know that  
3 he would even have known that.

4 Q Mr. Warner is involved in non-commercial --

5 A That is correct.

6 Q -- radio. Did he tell you why, himself being  
7 involved in non-commercial radio, that he would have any  
8 knowledge or interest in what was going on in commercial  
9 radio?

10 A Oh, yeah, he had a great interest in what was  
11 going on with that station.

12 Q And why was that?

13 A Well, for one thing, their tower was right up  
14 there on Busbee Mountain, and they had had a number of  
15 negotiations with the landowners up there to allow them a  
16 right of way on the road to get up there, to deal with their  
17 tower. And he had occasion to research all of the deeds,  
18 and he knows everything about that than anyone would ever  
19 care to know.

20 Q I'm a little confused. We're talking about  
21 spring of '87?

22 A Right.

23 Q Which was a number of months before the  
24 applications were due?

25 A Right.

1 of getting into commercial radio himself?

2 THE WITNESS: No, I doubt that he ever would.  
3 He has been in public radio for 15 years, he is a public  
4 radio man.

5 JUDGE MILLER: When you husband received the  
6 call from Dave Murray, did he turn to you and say it sounds  
7 like Warner would be an ideal partner?

8 THE WITNESS: Well, he, you know, we both knew  
9 Tim very well and knew that his interest was in public  
10 radio. I don't know that anybody could pay him any amount  
11 to leave public radio, even if they chose to offer it to him.

12 JUDGE MILLER: Interesting man.

13 THE WITNESS: He is. You'll be impressed

14 BY MR. YELVERTON:

15 Q Ms. Klemmer, I am interested in understanding  
16 how, in August 1987, you would remember something Mr. Warner  
17 said in maybe April?

18 A Just that, you know, mentioning about that  
19 that allocation was there. I don't remember anything more  
20 than that, if that's what you mean. It was also published  
21 in the paper by the way, so it's not as if everyone  
22 wouldn't have the opportunity to know.

23 JUDGE MILLER: When was it published in the  
24 paper?

25 THE WITNESS: I think in spring also.

1 BY MR. YELVERTON:

2 Q Let's define what you mean by spring, are we  
3 talking about March, April, May or June?

4 A April or May, I believe it was.

5 Q I still have a hard time understanding, you  
6 know, why this conversation back in April or May would have  
7 any significance to you if it was just a passing remark?

8 A Just, well, I mean it didn't have any signifi-  
9 cance to me, it was just information. It didn't mean any --  
10 As I say, I didn't consider at that point, "Oh, wow, maybe  
11 I can apply for this radio station." I just knew it was  
12 available. As I said, I didn't consider it was available to  
13 me.

14 Q Now, why would Mr. Warner mention this to you?

15 A Because we are next door neighbors, we are  
16 good friends, we are -- I mean they are the ones that we  
17 see all the time. Just as they would know what my child's  
18 nap that day, I mean we see that much of each other.

19 Q You're sure this conversation with Mr. Warner  
20 was in April or May of 1987?

21 A In the spring sometime, yeah.

22 Q If it told you that it wasn't until June 1987  
23 that the FCC allocated the frequency for Biltmore Forest,  
24 would that change your testimony?

25 A It could have been June.

1 Q So it could have been?

2 A You said you are trying to pin me down to  
3 spring, April, May or June, I don't -- It could have been  
4 any, right in there somewhere, I don't remember the date  
5 that he would have mentioned it to me certainly.

6 Q How long have you know Mr. Warner?

7 A Since July '85.

8 Q You have been next door neighbors the whole  
9 time?

10 A That's correct.

11 Q And you visit with each other in your homes?

12 A We take care of each other's children, the  
13 whole nine yards.

14 Q Socialize, go out together?

15 A That's correct.

16 Q And Mr. Warner, you consider him good friends  
17 with your husband?

18 A Oh, yeah.

19 Q And you are good friends with Mr. Warner's  
20 wife?

21 A Yes.

22 Q Okay. Now, we're to the point that you called  
23 Mr. Murray for the first time?

24 A Uh-huh.

25 Q And you're definite, you called him first,

1 and he didn't call you?

2 A. I'm sure, because he probably -- My husband  
3 told him, let me talk to Valerie and she'll get back to you  
4 if she's interested.

5 Q. Now, how soon after you got the call from  
6 your husband did you call Mr. Murray?

7 A. A day or two.

8 Q. What did you say to Mr. Murray when you called  
9 him?

10 A. Tell me more about this.

11 Q. And what did Mr. Murray tell you?

12 A. Explained the process, that there was a station  
13 allocated that, about the fact you would need an attorney,  
14 and just the whole nine yards, what it meant to run a radio  
15 station. Because I asked what does, if I am the one in  
16 control, what do I do exactly. Tell me what all of that  
17 involved.

18 Q. How long did the initial phone conversation  
19 last?

20 A. Probably 30 minutes, an hour.

21 Q. Did Mr. Murray tell you that, you know, this  
22 could be big bucks, that a station in Asheville recently  
23 sold for \$7.3 million?

24 A. No.

25 Q. He didn't mention that at all?

1           A.       He thought it was an interesting prospect,  
2 that he knew the area. Asheville and Kingsport are com-  
3 patible, you know, they are very much connected. People  
4 go from one to the other. It just sounded like an  
5 interesting market to him.

6           Q.       Did he say it was interesting because he  
7 thought the frequency was going to be very valuable and  
8 make a lot of money?

9           A.       Well, I don't know that he said make a lot of  
10 money, that it would be an important station, a profitable  
11 station probably.

12          Q.       Did Mr. Murray indicate to you then or at any  
13 time prior to August 31, 1987, as to what he thought the  
14 market value of the station would be once it was initially  
15 built?

16          A.       Not of this station. He gave me an idea of  
17 what some other ones go for.

18          Q.       What stations did he use as a comparison?

19          A.       Well, I don't know, he didn't cite any given  
20 station, he was just mentioning about AM and FM stations,  
21 what they --

22          Q.       What numbers did he suggest to you?

23          A.       I recall an AM figure of half a million, and  
24 an FM, double or \$1500 (fifteen hundred) -- a million and a  
25 half.

1 Q So when you starting with Mr. Murray, you knew  
2 this could result in making a lot of money?

3 A It could.

4 Q What did Mr. Murray tell you about himself in  
5 this initial conversation?

6 A That he had broadcast experience that involved  
7 some stations, but I don't recall the details.

8 Q Did Mr. Murray indicate that he had made other  
9 applications before the FCC?

10 A I don't remember if he mentioned that in that  
11 initial conversation, he may have.

12 Q Did Mr. Murray say anything in this initial  
13 conversation about his financial wherewithal?

14 A No.

15 Q Did Mr. Murray ask you in this initial con-  
16 versation about your financial wherewithal?

17 A No.

18 Q Did Mr. Murray indicate to you in this initial  
19 conversation why he thought you would be an acceptable or  
20 even ideal partner?

21 A Well, again, this was not -- In the initial  
22 conversation he didn't know that I was going to be the one  
23 involved, okay.

24 Q Well, let me rephrase that question. Did he  
25 indicate to you why you, if you did decide to be a partner,

1 what attributes or qualities you could bring to the appli-  
2 cation?

3 A. Let me think a second. Yes, No. 1, that I  
4 was willing to work full-time at the station, that was big  
5 to-do, that had to be someone who was willing to have that  
6 as hir or her job, and I was.

7 Q. Is there anything else?

8 A. No, not that I can recall.

9 Q. Did he say anything about you being a female  
10 would be plus factor?

11 A. I don't know that he mentioned it, I think I  
12 asked Tim Warner about it and was told that they, at one  
13 time they considered that an advantage, and apparently that  
14 had been, what's the legal term, no longer a consideration.

15 Q. How did you know to ask Tim Warner about this?

16 A. I just wondered because it sounded like this  
17 was -- Well, also he said, yeah, the other advantage, the  
18 other attribute you asked, I had, was that I lived in  
19 Asheville, so with that, they are starting to sound like  
20 there was, you know, all these things into consideration,  
21 and I have been involved in the world enough to know that  
22 very often, especially in governmental proceedings that,  
23 at least it had been in the past, that females were a  
24 preference. I didn't know whether the FCC did or not.

25 Q. You testified just a few minutes ago that

1           A.       Okay. I finished at Western Carolina in '87,  
2 in the spring of '87.

3           Q.       What month?

4           A.       May, okay. And you are saying that by August  
5 '87 that I had not sought full -- What are you saying?

6           Q.       Full-time employment.

7           A.       Full-time employment. At that point I was  
8 working part-time for that subsequent, that academic year  
9 at UNC Asheville. No, I did not look for full-time at that  
10 point. I was satisfied with a year of part-time. Do you  
11 understand now?

12          Q.       I do. And you stopped at UNC Asheville what  
13 month and what year?

14          A.       May '88.

15          Q.       Okay, so during the time you were filing the  
16 application and prosecuting it, you were working part-time?

17          A.       Right.

18          Q.       At UNC Asheville?

19          A.       Right.

20          Q.       Okay. My question is, even though you did  
21 have a part-time job, it's a fact you were not out looking  
22 for full-time employment at whatever time you were done  
23 with UNC Asheville?

24          A.       No, I was not.

25          Q.       Okay, now we are going back to this initial

1 disadvantages, are they?

2 THE WITNESS: No, but that's -- But it worked,  
3 seemed to be the best scenario for us at this point. I  
4 was interested in the control aspect of it, and as general  
5 partner, I would be the one in control

6 JUDGE MILLER: Go ahead.

7 BY MR. YELVERTON:

8 Q. Ms. Klemmer, as general partner under this  
9 partnership agreement, what is your liability as a general  
10 partner?

11 A. My liability as a partner is total. I am  
12 totally responsible for all debts and obligations the --

13 Q. You are responsible -- Excuse me, go ahead.

14 A. That the station should incur. That the  
15 station would incur.

16 Q. So it's your understanding you would be  
17 responsible for 100 percent of the debts?

18 A. Yes.

19 Q. And Mr. Murray would only be responsible or  
20 liable for whatever capital he has contributed?

21 A. That is correct.

22 Q. Now, did you not testify at the deposition  
23 several months ago, that you understood you were only  
24 liable for 35 percent of the debts?

25 A. I understand that to be talking about the

1 capital contributions. I didn't -- This is all legal terms  
2 of art, is one I was concerned with, is entity, I think it  
3 was worded in some such fashion that I had a -- I didn't  
4 understand it as talking about anything but the capital  
5 contributions, about the money that went into it. I  
6 thought that I was answering that I was 35 percent.

7 Q. It's a fact your husband is an attorney?

8 A. That's right.

9 Q. And it's also a fact he drafted this limited  
10 partnership agreement?

11 A. That's right.

12 Q. And it's also a fact that he gave you legal  
13 advice about it at the time it was being drafted?

14 A. Sure.

15 Q. And is it your testimony, that in August 1987,  
16 that you didn't ask him what your liability would be?

17 A. I understood it then. I hadn't read the agree-  
18 ment since then, at the time I was deposed I hadn't read it.  
19 I didn't remember the details to it.

20 Q. But it is your testimony that at the deposi-  
21 tion, you then testified your liability, as you understood  
22 it, was only 35 percent?

23 A. And as I stated, I thought that was a  
24 reference to the contributions to the financial angle of  
25 what I had to put into the station, that's the way I

1 understood the question. Perhaps I misunderstood. But  
2 I understand. I understand now that I am totally responsible  
3 for all debts and obligations that the station would incur.

4 JUDGE MILLER: Did your husband ever tell you  
5 that if you ran into hard times and the partnership ran out  
6 of money, that the creditors can come right after your  
7 personal assets?

8 THE WITNESS: Oh, sure. He is well aware of  
9 it.

10 JUDGE MILLER: Where they can't do it with a  
11 corporation?

12 THE WITNESS: Right. He does this kind of  
13 law. He is perfectly content with it being a limited  
14 partnership.

15 JUDGE MILLER: All right.

16 BY MR. YELVERTON:

17 Q. Okay, let's go back to Mr. Murray and the  
18 second conversation you had with him. You said you agreed  
19 to go into this venture. What happened next?

20 A. I guess I called Tim Brady next.

21 Q. And you called Tim Brady because Mr. Murray  
22 had recommended him?

23 A. Right.

24 Q. Did Mr. Murray tell you why he was recommen-  
25 ding Tim Brady?

1 Q Would you like to have him work there?

2 A I don't know, I haven't thought about it.  
3 You know, as I say, he is a die-hard public radio man. It  
4 wouldn't even be a consideration for him.

5 Q Well, you could certainly have a lot of public  
6 affairs and those type programs on?

7 A Oh, I would intend to. That's something that  
8 interests me. But for someone who has worked in public  
9 radio, that's where their heart is, they don't -- Commercial  
10 radio is not in their repertoire.

11 Q Now, after you talked with Mr. Brady, did he  
12 say anything about an applicant structure, a corporation,  
13 partnership, limited partnership?

14 A No, we just arranged that my husband would  
15 draw up the limited partnership agreement.

16 Q And when was the decision made -- Excuse me,  
17 who made the decision that it was going to be a limited  
18 partnership?

19 A I don't know, my husband or Dave talked about  
20 it, and then explained it to me.

21 Q Do you recall them telling you, when this  
22 conversation was?

23 A Well, that would have been -- Well, I don't  
24 know if they would have talked about, though, see, they  
25 didn't talk much after that first conversation. I don't

1 know if they even talked about at all, so maybe they did  
2 mention it in the first conversation. I don't know. But  
3 as I say, my husband is familiar with all of, you know,  
4 these kinds of terms, these corporations, all the possibili-  
5 ties for the way that the structure could take place.

6 Q When did your husband first tell you that I  
7 am drafting up a limited partnership agreement?

8 A I don't know.

9 Q Did he present it to you and say, we've got  
10 a limited partnership agreement, please sign it?

11 A He said I'm going to do it, I'm going to draw  
12 it up.

13 Q Do you recall when you got a final draft --  
14 a final copy of the partnership agreement to sign?

15 A No, I don't recall the date.

16 Q At any time after the first conversation with  
17 Mr. Murray, up to signing the partnership agreement, the  
18 hearing exhibit indicates you signed it on August --

19 JUDGE MILLER: August the 28th.

20 BY MR. YELVERTON:

21 Q The 28th, which is a Friday that year.  
22 Between the initial conversation with Mr. Murray and signing  
23 the partnership agreement on Friday, August the 28th, did  
24 you have any conversations with Mr. Murray about his finan-  
25 cial wherewithal?

1 A. No.

2 Q Did Mr. Murray send you any personal financial  
3 statements?

4 A. No.

5 Q Did you ask Mr. Murray for any personal  
6 financial statements?

7 A. No.

8 Q Did Mr. Murray ask you for any personal finan-  
9 cial statements of yourself and/or your husband?

10 A. No.

11 Q Did you offer to provide any personal  
12 financial statements to Mr. Murray?

13 A. No.

14 Q Did you ask Mr. Murray anything about the  
15 other broadcast applications he had filed at the FCC?

16 A. No.

17 Q Did you know what Mr. Murray did for a living?

18 A. Other than that he had done something with  
19 broadcasting, I didn't know. I don't know that I asked him,  
20 per se.

21 Q Did your husband indicate in any way, any  
22 information about Mr. Murray's background?

23 A. No.

24 Q Did you ever personally meet with Mr. Murray?

25 A. No.

1 Q. Have you ever met him since then?

2 A. This morning.

3 Q. When was this? When was the first time you  
4 met Mr. Murray other than this morning? This is it?

5 A. The semantics are not there for that one.

6 Q. Excuse me.

7 A. I met him this morning.

8 Q. Okay.

9 JUDGE MILLER: Let me ask you a question at  
10 this juncture. Who filled out the application?

11 THE WITNESS: Mr. Brady.

12 JUDGE MILLER: Mr. Brady?

13 THE WITNESS: Yeah.

14 JUDGE MILLER: And who --

15 THE WITNESS: Or his portion of it anyway.

16 JUDGE MILLER: All right, who certified that  
17 this partnership was financially qualified?

18 THE WITNESS: Are you asking what is in the  
19 financial letter --

20 JUDGE MILLER: Yeah, I'm asking you.

21 THE WITNESS: -- that we have.

22 JUDGE MILLER: No, who -- There's a place in  
23 the application that says, "I hereby certify that this  
24 limited partnership has sufficient net liquid assets to  
25 construct and operate the proposed station for three months

1 this technical stuff.

2 Q Do you recall what cost items Mr. Warner  
3 provided and what cost items you may have provided?

4 A He provided -- I don't know that I would have  
5 provided anything really. I wouldn't have any reason to  
6 know what it takes to operate a station. I was relying on  
7 his expertise.

8 Q Do you recall what date that you and Mr. Warner  
9 prepared these cost estimates?

10 A Well, it would have been somewhere right there  
11 in the 20's because I think the letter from Mr. Miller is  
12 the 25th, or something like that, so it must have been just  
13 before that.

14 Q Mr. Miller's letter is dated August 27th.

15 A 27th, okay, so somewhere right in there.  
16 Everything was done, as I say, hand delivery and Federal  
17 Express, since we didn't have time.

18 Q Did Mr. Warner tell you how he knew how much  
19 a transmitter would cost?

20 A He had just put one up in the spring.

21 Q Did he tell you that he had any current cost  
22 estimates from a manufacturer or supplier?

23 A I don't recall that he said that.

24 Q He provided the cost figures for employees?

25 A No, I don't think we got into employees.

1 Q There was no entry for employees?

2 A No, I don't remember if there is or isn't,  
3 but I wouldn't have felt that I needed him for that, because  
4 that's something that I would know about.

5 MR. YELVERTON: Your Honor, maybe this would  
6 help cross-examination since, you know, I was not involved  
7 in the deposition of Mrs. Klemmer, if I could ask counsel  
8 whether any written cost estimates were produced?

9 MR. BRADY: No, the cost estimates were not  
10 within the scope of the document production, Mr. Yelverton.

11 MR. YELVERTON: I am not saying they were, I  
12 am just asking whether they were produced.

13 MR. BRADY: They were not, under the document,  
14 I believe it's the joint production that we agreed on in  
15 this case.

16 MR. YELVERTON: I think I provided my client's  
17 cost estimates, but nevertheless.

18 MR. BRADY: Well, if they fell within the  
19 scope.

20 MR. YELVERTON: I am not arguing the scope,  
21 I am just asking a question whether they were produced.

22 JUDGE MILLER: Well, let me break in here  
23 just a minute. Don't any of you ever again enter into a  
24 joint motion for production of documents that doesn't  
25 include cost estimates, bank letters, bank commitment

1           A.       I don't know that I said that. I just -- I  
2 can picture the sheet as mostly being these technical things,  
3 and I am sure the salaries were probably on there. I  
4 haven't even looked at it in many months.

5           Q        So you were not certain --

6           A.       No.

7           Q        -- what was on there at the time, but you are  
8 certain that it was mostly equipment?

9           A.       Right.

10          Q        Was there a cost itemization on there for the  
11 tower site lease?

12          A.       Yes.

13          Q        Was there a a cost itemization on there for  
14 either constructing a studio building or leasing?

15          A.       Yes.

16          Q        Who provided that figure?

17          A.       Mr. Warner.

18          Q        Where was the studio going to be located?

19          A.       We hadn't discussed that, other than the fact  
20 that one would need to be built, we didn't discuss where,  
21 or for that matter, not necessarily build, just locate it in  
22 a building.

23          Q        So you didn't know whether you were going to  
24 construct a building or lease an existing building, is that  
25 correct?

1           A.       No, I wouldn't have any reason to know at that  
2 time.

3           Q       Then how did you know to put cost figures  
4 for leasing a building?

5           A.       Because it would have to be addressed, you  
6 can't have a station without it, so that has to be one of  
7 the considerations.

8           Q       But you didn't know whether you were going to  
9 lease or build?

10          A.       No.

11          Q       Did you have any cost itemization for pro-  
12 gramming?

13          A.       I don't recall.

14          Q       Did you have any cost itemization for utilities?

15          A.       I believe so.

16          Q       Who provided those?

17          A.       Mr. Warner.

18          Q       Did you have any cost itemization for  
19 insurance?

20          A.       I believe so.

21          Q       You are not certain?

22          A.       No.

23          Q       Where there any kind of cost items for site  
24 preparation, cutting down trees, building any type of access  
25 road?

1 A. For building a tower, yeah.

2 Q. Apart from the tower, any type of site pre-  
3 paration?

4 A. Well, no, as far as the tower goes, that  
5 would all have been taken into consideration at that time,  
6 because Tim would have, since we already had agreed on,  
7 you know, where it would be, he would know, the access road  
8 is already there, so you don't have to deal with the road,  
9 all you have to deal with the actual site, so, yeah, he  
10 probably took that into consideration?

11 Q. Probably, but you don't know?

12 A. No.

13 Q. At the time that you prepared these written  
14 cost estimates, had you visted the tower site?

15 A. I don't remember. It was all right there in  
16 those few days, I don't remember if we had visited  
17 Ms. Utter's property before or after we did that. Well, I  
18 guess it would have been after, because then I had a figure  
19 to put down, the \$4,000, so it was probably after, or maybe  
20 I added that to it, I don't remember now.

21 Q. At the time you and Mr. Warner -- Let me  
22 rephrase that. At the time Mr. Warner was preparing these  
23 cost estimates, did he know what the power or wattage of  
24 the transmitter would be?

25 A. Yes.

1 Q. And what was it?

2 A. I don't recall, but he knew.

3 Q. How do you know that he knew?

4 A. Because he mentioned it. As I say, he new  
5 every detail about that station.

6 Q. About the station that you were going to  
7 operate?

8 A. Right. He had taken it very curiously and  
9 just followed it, the saga.

10 JUDGE MILLER: Does Liberty Productions have  
11 a bank account?

12 THE WITNESS: Yes.

13 JUDGE MILLER: At what bank?

14 THE WITNESS: First Union.

15 JUDGE MILLER: First Union of Asheville?

16 THE WITNESS: Well, it's First Union National,  
17 I think they call it. The First Union of Asheville, I  
18 don't know what it's called.

19 JUDGE MILLER: Where is it located?

20 THE WITNESS: Right up the street from me,  
21 Maryland Avenue. Well, there's a number of locations, but  
22 that's the one I go to.

23 JUDGE MILLER: Did you open the account?

24 THE WITNESS: Yes.

25 JUDGE MILLER: And are you the only that is