

1 Women in Radio and Television, a Kudo Award for a  
2 public affairs program. And this is UpFront. This is  
3 dispatches from the New Majorities, and this is our  
4 collaboration with the group I used to work with --  
5 Pacific News Service and New California Media. And  
6 it's really a snapshot.

7 We start with a five-minute headline news  
8 of what the Ethnic Press National is talking about,  
9 and kind of a news roundup of the ethnic press. And  
10 then, the rest of the program is basically a magazine  
11 program, but it's really from the point of view of new  
12 arrivals. In our area of the world there is no  
13 majority/minority. So we truly are the melting pot  
14 melted, and this program really addresses that.

15 We have just started -- it's not reflected  
16 in here, although AIDS Update is. We've just started  
17 a half-hour show now that includes AIDS Update, which  
18 is basically an interview about what's going on in the  
19 HIV community, and what are the latest scientific  
20 findings, and we've incorporated that as a five-minute  
21 piece in a new program called Out in the Bay. And  
22 that's a program about LGBT issues -- lesbian, gay,

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1 bisexual, transgender.

2 Q Are all of these programs that you're  
3 describing programs that are unique to KALW?

4 A They are.

5 Q They're not aired on any other stations in  
6 the San Francisco Bay Area?

7 A Not in San Francisco.

8 Q Is there anything -- are there any other  
9 ones you want to point to, and then we'll --

10 A Well, there's some music shows. I think  
11 one of the most significant music shows which was part  
12 of the hubbub when I first came into the station is a  
13 program that runs from 8:00 to midnight, which had  
14 been taken off the air. It's called Tangents with  
15 Dory Stein.

16 And Dory is really great. It's a -- well,  
17 it's not just what we call in the industry needle-  
18 drop. It's not just music after music after music.  
19 Dory really tries to give cultural context to a lot of  
20 music. He travels there. He'll focus on, for  
21 example, Turkey for one -- music from Turkey, and  
22 he'll bring on musicians, or he'll bring on some

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1 context and some nuance.

2 So it's not just music. It's really music  
3 with an attempt to make cultural bridges, if you will.  
4 And then, finally, just to say that we do lots of  
5 specials as well. We try to celebrate -- there's  
6 oftentimes excellent specials around Jewish holidays.  
7 There's been excellent documentaries around -- through  
8 Public Radio that we've put on that are not broadcast  
9 on other public radio stations.

10 And then, finally, we've started local  
11 news, and I'm -- unbelievable as it is, we actually  
12 got funding from many local foundations, including the  
13 Hewlett-Packard Foundation, perhaps you've heard of  
14 that, and so right now we're doing it very  
15 incrementally.

16 And we've started with a half-hour of  
17 local news that we run on Sunday, and then we  
18 rebroadcast that starting this quarter Wednesday  
19 night. And we hope to build that to a Monday through  
20 Friday half-hour program of local news, but local news  
21 in depth, local news that's developing beats, and not  
22 just, you know, what went on at City Hall but really

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1 more investigative.

2 Q Thank you. Now, just getting back briefly  
3 -- we'll wrap up in just a moment. Does the school --  
4 the relationship between the school district and the  
5 station, do you receive any money from the school --  
6 from the district?

7 A We receive in-kind help and location.

8 Q And where does -- and I take it that  
9 membership takes up a significant portion -- or  
10 constitutes a significant portion of your revenue?

11 A Over 80 percent of our budget comes  
12 directly from listeners.

13 Q Have you ever asked the district for  
14 financial contributions since you've been General  
15 Manager since March of 2001?

16 A I sent my son to a public high school. I  
17 know how strapped they are. I think since we are  
18 gifted with the chance to manage and work there, they  
19 give us location -- granted, it's in a high school,  
20 but I think that that makes it all the more charming  
21 when I go on air and pitch for money, because, really,  
22 we're not making capital campaigns and building

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1 beautiful buildings. We're really just trying to put  
2 the money back into the programming to serve our  
3 broadcast area.

4 So given what the district has to operate  
5 under, we all know how public education has been cut  
6 and what kind of budget parameters they have to  
7 operate under. I'm actually pretty proud that we've  
8 increased the budget incrementally, a little bit every  
9 year, that we manage our own bills, we pay our own  
10 bills, and we're not a burden to the district.

11 Q Has this ongoing license challenge had an  
12 impact on the station outside the financial costs?

13 A It has certainly had an impact on me. To  
14 the station? I have to say that I don't think  
15 everybody walks around with the macro view that I  
16 have. People realize they have to keep working, and  
17 they really -- if you give people the opportunity to  
18 make great radio, they're going to do their job and  
19 make great radio.

20 Q And have you prepared any kind of -- any  
21 kind of vision statement or any kind of -- identified  
22 any specific projects that you intend to develop and

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1 implement over the -- when this license proceeding is  
2 over?

3 A Well, there are three things. One I spoke  
4 about local news, so it's continuing to find funding  
5 for that and to make sure that that really gets off  
6 the ground. The second thing is we just converted our  
7 transmitter to digital, and we were very fortunate to  
8 get seed money from CPB, the Corporation for Public  
9 Broadcasting, and we had a major donor that helped us  
10 to match that.

11 So we are in the process -- well, we've  
12 already completed the digitization of our  
13 transmission. So we put in a new transmitter that's  
14 digital. But there are several steps to that. Like  
15 all broadcasters, we're awaiting the decision of the  
16 FCC as to whether our supplemental audio will be  
17 available. That means we might be able to have two  
18 program streams. I don't think that that's been  
19 formally decided upon yet at the FCC.

20 And then, further digitization within the  
21 station is definitely something that I would like to  
22 do, get more digital editing basis, and get a new on-

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1 air -- the air board that we work is really old, and  
2 there are some changes coming from the public radio  
3 system about how we're going to be receiving programs,  
4 so I have to get set up for that.

5 If you will conceptually -- if you can  
6 imagine, we used to get it from the satellite on  
7 tapes, and we could tape it automatically. But now  
8 it's really much more at an IT, kind of computer-  
9 based.

10 MR. PRICE: Thank you very much. I have  
11 no further questions, Your Honor.

12 JUDGE SIPPPEL: I've got a few more myself.  
13 Do you want me to do mine first, and then you can go  
14 last?

15 MR. SHOOK: You ask your questions. It  
16 may eliminate mine.

17 JUDGE SIPPPEL: Oh, I doubt that, but  
18 maybe. Let's see. It might -- maybe then you can  
19 then complete the process here. Some of these are  
20 going to jump around a little bit.

21 First of all, you responded to -- well, we  
22 know that you testified -- we know exactly how you

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1 came to -- come to the job of General Manager of KALW.  
2 Was there competition for that job? In other words,  
3 were there other people being interviewed, do you  
4 know?

5 THE WITNESS: I hope so.

6 JUDGE SIPPEL: You don't know, though?

7 THE WITNESS: I don't know.

8 JUDGE SIPPEL: All right. Who paid --  
9 when I say "who," was it the district head -- the  
10 school district headquarters or was it the station  
11 that was paying the bills of the Sanchez law firm?

12 THE WITNESS: While I've been General  
13 Manager, it's been the station.

14 JUDGE SIPPEL: Okay. Now, what's the --  
15 is there an approval process? In other words, a bill  
16 comes in, it goes to you for approval. And then,  
17 well, who handles the checkbook?

18 THE WITNESS: Well, we don't have a  
19 checkbook.

20 JUDGE SIPPEL: Well, I mean, that --

21 THE WITNESS: But Mr. Helgeson --

22 JUDGE SIPPEL: Yes.

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1 THE WITNESS: -- is responsible for when  
2 he gets the bills he then does the paperwork that then  
3 goes to District Finance Office, and they cut a check.

4 JUDGE SIPPEL: Oh, they cut the check.  
5 So, but it comes out of your budget.

6 THE WITNESS: Exactly. Yes.

7 JUDGE SIPPEL: Okay. So is there an  
8 approval process that goes through your office?  
9 Helgeson to you, or initial off on these things, or  
10 something like that?

11 THE WITNESS: No.

12 JUDGE SIPPEL: It just goes right from  
13 Bill Helgeson up?

14 THE WITNESS: It goes from Mr. Helgeson to  
15 the finance office.

16 JUDGE SIPPEL: Right.

17 THE WITNESS: Now, attached to that is an  
18 encumbrance. So at the beginning of the fiscal year,  
19 when I'm cobbling together the budget, I'm told  
20 certain things I have to set aside -- benefits,  
21 etcetera -- from the district, because they know what  
22 the benefit costs are.

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1                   And then, something that I inherited was  
2                   25,000 was always encumbered for FCC counsel for the  
3                   station. And all those encumbrances are voted upon,  
4                   I believe by the board.

5                   JUDGE SIPPEL:     Well, what about the  
6                   budgeting for the -- I mean, I would look upon having  
7                   the outside counsel comparable to the Sanchez law firm  
8                   for -- you know, you have your day-to-day, your what  
9                   I would call say routine legal matters coming up in  
10                  connection with, you know, the FCC and the regulation  
11                  compliance, and all that type of thing.

12                  And then, you have something unusual like  
13                  this coming up, i.e. a defense of the license. Was  
14                  there any kind of a -- you called it an encumbrance.  
15                  It sounds to me like it's kind of a budget item that  
16                  you want to set aside funds for this. This is what's  
17                  going to be needed. And you're nodding yes, so I'm  
18                  taking it you're so far agreeing with me.

19                  Was there a -- who -- this amount, I would  
20                  take it, would change from year to year, or certainly  
21                  from event to event. I mean, you would be having an  
22                  unusually large amount set aside or -- at this -- when

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1 you took over, isn't that correct?

2 THE WITNESS: What was set aside was  
3 25,000, and I think that Mr. Sanchez was cognizant of  
4 that. And so he would spend up to 25,000.

5 JUDGE SIPPEL: Well, did you get  
6 supplements to that, then?

7 THE WITNESS: If we needed it, we could  
8 have put through a request, right. But then they  
9 would have to redo the budget within finance -- within  
10 the finance office. Basically, our budget is uploaded  
11 into the computer system.

12 JUDGE SIPPEL: Yes.

13 THE WITNESS: And as they pay the bills,  
14 they check that off.

15 JUDGE SIPPEL: Yes. But my question is:  
16 was that done, do you know? Were the supplements  
17 requested over and above the 25? During your tenure.

18 THE WITNESS: During my tenure? Not that  
19 I can recall. But I do know that he spent every penny  
20 knowing that he had 25,000.

21 JUDGE SIPPEL: Okay. Last question on the  
22 fees, was there a -- I don't know if I asked you this

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1 specifically, but was there a requirement that Mr.  
2 Helgeson sign off on those fees? In other words, when  
3 they went up to have a check cut at headquarters, that  
4 he'd have to check off a box or initial it or  
5 something and say, "Okay to pay," or something like  
6 that?

7 THE WITNESS: There's a form, and he  
8 attaches a number to it. And that number corresponds  
9 with the line item and the encumbrance that's been  
10 approved. So, yes, it -- he would probably get a bill  
11 from Mr. Sanchez, attach that to the form to release  
12 a check.

13 JUDGE SIPPEL: So he wasn't -- he really  
14 wasn't making a judgment as to whether or not this  
15 bill was appropriate to pay. He was just attaching  
16 the form with all the -- with all the -- you know, the  
17 doodads on it, and up it went, right?

18 THE WITNESS: Right.

19 JUDGE SIPPEL: Okay. I'm just trying to  
20 understand it. That's all. Okay.

21 All right. I think I just wanted to make  
22 an observation for the record that since I was

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1 pursuing this line of questioning on fees particularly  
2 with Mr. Helgeson, certainly he was not at -- what I  
3 was attempting to do, and this isn't necessarily for  
4 your benefit, but what I was trying to do was focus  
5 Mr. Helgeson on the significance of an event when in  
6 connection with that event it appeared that there were  
7 fees being incurred in the \$1,000 plus range.

8 It was simply an effort to try and -- and  
9 jostle his recollection or get his focus on a matter.  
10 It wasn't to -- I wasn't in any way -- I was not  
11 questioning the fees of the law firm. I was not  
12 questioning the amounts of the fees, nor was I  
13 questioning the fact that what they did was -- was  
14 being done for a fee. It was for purposes of trying  
15 to emphasize to Mr. Helgeson what I thought to be the  
16 significant event for which the station was, you know,  
17 paying a decent amount of money.

18 I just want to put myself on the record  
19 with that, and I think that's about it.

20 I'm not going to hold it against you, the  
21 fact that you read The New York Times for your local  
22 newspaper.

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1 (Laughter)

2 It's the first one I read in the morning,  
3 so -- but I'll bet you that there's a west coast --

4 THE WITNESS: You read The New York Times  
5 in the morning?

6 JUDGE SIPPEL: But I'll bet you there's a  
7 west coast edition.

8 THE WITNESS: Daily delivery. We don't  
9 get, I don't think, the same local New York national  
10 news, like Northeastern's -- or sometimes they zero it  
11 -- I don't know if there's a difference.

12 JUDGE SIPPEL: No, I -- well, I'll bet you  
13 there is. I know that there's a difference between  
14 the one you get in New York and the one you get in  
15 Washington.

16 THE WITNESS: Well, there's probably a  
17 difference between the ones we get in California.

18 JUDGE SIPPEL: That's all I have.

19 RECROSS EXAMINATION

20 BY MR. SHOOK:

21 Q Ms. Sawaya, I have a few questions.

22 A Okay.

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1 Q Mr. Price asked you a number of questions  
2 about SFUSD 22, and if you could please refer to that  
3 briefly. It's the report that the Sanchez law firm  
4 provided to Dr. Ackerman in May of 2001. Did you give  
5 the Sanchez law firm any parameters in terms of the  
6 size or scope of the report that was supposed to be  
7 prepared for Dr. Ackerman?

8 A Only that it be as thorough as possible.

9 Q When you received the report -- you  
10 indicated that you had received the report and read  
11 it, was this what you expected?

12 A It seemed very thorough.

13 Q Way too much?

14 A No.

15 Q Just right.

16 A It seemed good.

17 Q Now, there were some questions from Mr.  
18 Price about Mr. Sanchez's departure from serving as  
19 attorney for SFUSD.

20 MR. SHOOK: And, Your Honor, I'd like to  
21 approach the witness with a document.

22 JUDGE SIPPEL: What is the nature of the

1 document?

2 MR. SHOOK: Withdrawal of Appearance.

3 JUDGE SIPPEL: Is it in the record  
4 already?

5 MR. SHOOK: It's not in the record as  
6 such. It's part of the pleadings, and I'd just --

7 JUDGE SIPPEL: Oh. It's in our pleadings  
8 file someplace.

9 MR. SHOOK: Right. It's in this docket,  
10 but not in the record strictly speaking.

11 JUDGE SIPPEL: I hear you.

12 Do you have any objection to this?

13 MR. PRICE: I just want to take a look at  
14 that. Thank you.

15 BY MR. SHOOK:

16 Q Ms. Sawaya, there was some testimony given  
17 -- and I believe that the dates you were thinking of  
18 were either July or August of 2004, in terms of when  
19 Mr. Sanchez was fired. Does the withdrawal of  
20 appearance document help you fix in your mind when Mr.  
21 Sanchez was fired?

22 A It appears September 16, 2004.

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1 Q Thank you.

2 JUDGE SIPPEL: And you're reading from  
3 what, a notice of withdrawal that was filed with the  
4 Commission?

5 THE WITNESS: Correct.

6 JUDGE SIPPEL: What was the date it was  
7 filed?

8 THE WITNESS: It appears here original  
9 received September 16, 2004, Federal Communications  
10 Commission, Office of the Secretary.

11 JUDGE SIPPEL: All right. That's all I  
12 need. Thank you.

13 Thank you, Mr. Shook. That's helpful.

14 BY MR. SHOOK:

15 Q Ms. Sawaya, Judge Sippel asked you some  
16 questions about the methodology regarding the payment  
17 of attorney costs. And one thing that I don't think  
18 was discussed was if -- and I emphasize "if" -- if  
19 there was a question about a charge that an attorney  
20 made with respect to services provided for KALW, what  
21 procedure, if any, did there exist for disputing that  
22 charge?

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1           A           The procedure is, because it has come up  
2 before actually -- is that periodically I check in  
3 with Bill to see what's left within our budget of what  
4 we've spent, basically income versus expense, and  
5 where are we at with regard to the encumbrances that  
6 we put in.

7                       And if I have a dispute, I'll check -- for  
8 example, if it says, you know, spoke with so and so  
9 from the station for two hours, or if I say, "How much  
10 do we have left out of the 25,000 that we've  
11 encumbered?" and Bill would say, "Well, it looks like  
12 we've been billed at -- up to 20,000. That only  
13 leaves us 5,000 for the next, you know, six months or  
14 something."

15                      I'd then request to see the bills. "Well,  
16 can I see what we're getting billed for?" If I had a  
17 dispute, I would take it over to Legal, because the  
18 legal office of SFUSD also handles the contracts. And  
19 Mr. Sanchez was under contract. They have to write  
20 out a contract; he signs that contract. The money is  
21 encumbered for the year.

22                      So I would have an avenue to then hand

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1 that off to Legal and say, "All right. I don't think  
2 this is fair billing. Would you investigate this?"  
3 And they would.

4 Q Did this happen just one time, or did it  
5 happen more than once?

6 A It only happened recently when the -- in  
7 the summer and in the -- August, and, as you've now  
8 enlightened me, it was September. I got a call from  
9 the contracts office in Legal, and they said, "Don't  
10 pay Mr. Sanchez anything more. We're dealing with  
11 him."

12 Q Well, that strikes me as a little bit  
13 different from the procedure that you were talking  
14 about. What I was trying to focus on in conjunction  
15 with your testimony now is whether, if ever, you were  
16 involved in deciding or being part of the process that  
17 decided that Mr. Sanchez should not be paid for a  
18 particular service performed.

19 A Per that one e-mail where he says, "All  
20 right. You can have it for free," I think that what  
21 I did was I actually questioned the work. Maybe it  
22 was a telephone conversation with Mr. Sanchez. I just

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1 said, "We're really poor here." Obviously, I must  
2 have put some kind of pressure on him, because he  
3 said, "Never mind, don't pay me. This is gratis."

4 Q Was that the first time that you had  
5 pressured him into giving you a service for free?

6 A That was the first time I certainly felt  
7 that he hadn't done anything to get paid. Before  
8 that, we only had when I first entered, when we -- we  
9 had a lot of work, getting a report on the license  
10 renewal done, the letter of inquiry response. After  
11 that, it dawdled. It was just my e-mails, and I don't  
12 know if he charged me every time he responded to my  
13 e-mails.

14 Oh, I'm sorry. I have -- excuse me. They  
15 also did our EEO report for -- I guess that would have  
16 been -- that was due in July. We have an annual EEO  
17 report per the FCC regulations that we prepared in  
18 July and uploaded onto our website by August 1st.

19 Q And how does that tie into what we were  
20 talking about in terms of disputing any charges that  
21 the Sanchez law firm --

22 A I didn't dispute that. That just only

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1 ties into that was the last service that Mr. Sanchez  
2 did for us.

3 Q Okay. The Enforcement Bureau exhibits,  
4 I'd like you to direct your attention to EB  
5 Exhibit 49. And the only question I have for you is:  
6 are you the author of this document?

7 A Yes, I am.

8 Q Ms. Sawaya, I'd like to direct your  
9 attention to SFUSD Exhibit 76.

10 A In which book?

11 Q Well, this is a relatively new document,  
12 so it's probably not in anything you've got up there.

13 JUDGE SIPPEL: I'm sorry. What document  
14 are you referring to?

15 MR. SHOOK: SFUSD Exhibit 76. It's the  
16 June 2005 amendment to the renewal application.

17 JUDGE SIPPEL: I have it. Do you have it  
18 there?

19 BY MR. SHOOK:

20 Q Ms. Sawaya, are you familiar with this  
21 document?

22 A No. I haven't seen this cover letter of

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1 June 2005.

2 Q Are you aware of an amendment having been  
3 filed to the renewal application?

4 A I am aware.

5 Q Did you authorize that amendment?

6 A No, I did not.

7 MR. PRICE: Your Honor, I'm not sure this  
8 line of questioning relates to anything that was done  
9 on cross or redirect.

10 MR. SHOOK: Mr. Price is correct. It is  
11 not. But given the indulgence that was given to  
12 SFUSD, I would ask for the same indulgence with  
13 respect to this amendment.

14 JUDGE SIPPEL: Well, now that you've gone  
15 this far, I want to know what the answers are anyway.  
16 So I'm going to overrule the objection. Go ahead.

17 BY MR. SHOOK:

18 Q I believe I asked you whether or not you  
19 authorized this amendment, and I believe your  
20 testimony was you did not.

21 A Correct.

22 Q Did you agree with this amendment?

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1           A       I knew that it had to start happening. I'm  
2           sure I agree with the amendment. This is work for the  
3           licensee.

4           Q       Do you understand what the amendment --  
5           what the purpose of the amendment is?

6           A       I believe the purpose of the amendment is  
7           for the license.

8           Q       Yes, ma'am. But in particular, do you  
9           understand that the amendment, among other things,  
10          changes a response to the renewal application  
11          certification that Mr. Ramirez made back in 1997 with  
12          respect to Section 3, question 2?

13          A       I am not aware to that detail, no.

14          Q       That's news to you.

15          A       May I read it?

16          Q       Yes, you may.

17          A       I'm sorry. And what was your question?

18          Q       My question is: did you agree with the  
19          change from the certification that Mr. Ramirez had  
20          made with respect to Section 3, question 2, of the  
21          renewal application?

22                   MR. PRICE: The witness testified earlier

1 that she was not familiar with the certification that  
2 Mr. Ramirez made in July of '97.

3 JUDGE SIPPEL: I'm going to sustain the  
4 objection. I'm allowing this line of questioning for  
5 purposes of her familiarity in whether or not she was  
6 in the line of -- in the chain of command with respect  
7 to its authorization of filing, that type of thing.  
8 But I don't want to -- certainly it's unfair to this  
9 witness to get into substantive questions on this.

10 MR. SHOOK: I have nothing further.

11 JUDGE SIPPEL: Okay. Dare I ask, do you  
12 need any -- any redirect on this?

13 MR. PRICE: Just two questions, Your  
14 Honor.

15 JUDGE SIPPEL: We're winnowing. No  
16 subparts.

17 MR. PRICE: No subparts.

18 REDIRECT EXAMINATION

19 BY MR. PRICE:

20 Q You weren't asked to authorize the  
21 amendment, because that's a document that was prepared  
22 and authorized by the Superintendent's office,

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1 correct?

2 A That is correct.

3 Q And notwithstanding the school district's  
4 multimillion-dollar deficit, closing of schools, and  
5 cutting back of programs, it's the school district  
6 that's paying the legal bills to defend the license in  
7 this proceeding and not the station, is that correct?

8 A That is correct, and I believe it's an  
9 indication of their engagement and their utter respect  
10 for this process and their hopes that this license  
11 will remain as a pioneer license -- license to the  
12 Unified School District of SFUSD.

13 MR. PRICE: Thank you very much. That's  
14 it.

15 JUDGE SIPPEL: Very well. You're excused  
16 as a witness.

17 THE WITNESS: Thank you, Your Honor.

18 JUDGE SIPPEL: There's no purpose for  
19 further sequestration, is there?

20 MR. SHOOK: No, Your Honor.

21 JUDGE SIPPEL: You're released from  
22 sequestration.