

State of New Mexico

Seventh Judicial District Court

County of Socorro

Green Lion Media LLC

T. Reese Janca Manager

STATE OF NEW MEXICO
SEVENTH JUDICIAL DISTRICT COURT
FILED

DEC 27 2013 3:18 PM
Rachel Gonzales
COURT CLERK
BY RJ DEPUTY

vs.

Steve Edmondson, d/b/a

Socorro Community Radio, LLC.

Case No#: D-725-CV-2017 -00232

December 27th 2019

MOTION FOR ORDER TO DISMISS PLAINTIFF'S 'AMENDED COMPLAINT FOR MONEY DUE and REPOSSESSION' WITH PREJUDICE and GRANT SUMMARY JUDGEMENT IN FAVOR OF DEFENDANT'S COUNTERCLAIM AND SET EVIDENTIARY HEARING FOR DAMAGES ONLY'

Come Now, Green Lion Media LLC (GLM) Manager T. Reese Janca Pro Se representation commences this action to dismiss the Plaintiff's claim for 'money due and repossession' with prejudice and grant summary judgment in favor of Defendant's Counterclaim and set hearing to review damages. As a material term of a sales contract to sell a commercial FM Radio Broadcast Station as announced by the Plaintiff for sale in April 2017, the KYRN license transference as a matter of Federal Law dictated the Plaintiff had 45 days from the '*point of contemplation*' to file transfer application notifying the FCC of his intent identifying the transferor and transferee for the FCC to approve the sales contract and parties which takes legal precedence over any implicit or implied private contractual agreements between

parties. The Plaintiff further abused the local judicial process when filing an unripe for judgment complaint for 'money due and repossession with the New Mexico 7th Judicial Court on 22nd of December 2017 while being in material breach of the contract since August of 2017 as evidenced in written statements and current conduct. The Plaintiff has evidenced complete disregard of Civil Law local and Federal to harm and damage the Defendant through his statements and actions by materially breaching a sales contract, malicious abuse of judicial process pursuing court orders for a contract he breached and seeks financial gain from accelerating performance without legal cause, ignoring Federal laws governing his licensure and falsifying Federal documents facing incarceration and license forfeiture to harm the Defendant. In support of the Motion to Dismiss the Plaintiff's Complaint with prejudice and Award Summary Judgment in Favor of the Defendant's Counterclaim, the Questions of Law, Civil Law Definitions and Genuine Material Facts are presented and Defendant request the Honorable Courts review with all evidence and answers already on record with the Court in the matter.

Memorandum of Law

Question

Would the Court incentivize the seller (Plaintiff) to materially breach the contract if the seller in receipt of \$16, 969.32 sale proceeds from the sale could retain them, never deliver the agreed material of the sale, never compensate the buyer (Defendant) for his expenses for 10+ months of operation and damages for three years of lost income while benefitting from new changes in FCC law and resume ownership of the sold business at a future time as sanctioned by a Court ruling in the Plaintiff's favor?

Yes

Should the Plaintiff (Seller) be able to avail himself through non-performance of a contract's material liability contingent on the Seller's performance then take advantage of his own material breach of contract by filing a Complaint with the Court claiming "money due and repossession" and benefit from

the sales contract failure caused by his action through reclamation of the sold assets and ownership of the license he intentional and without legal excuse failed to transfer?

No

Answer-law

Wherein the Seller has materially breached the contract through non-performance or acting in bad faith by helping to procure an event that would cause the contract to terminate, a ruling for the offending party is improper because such a ruling by the Court would incentivize the seller (Plaintiff) for breaching the contract for personal gain through a ruling in the Plaintiff's favor; "*Creating an incentive for a seller to breach the contract is anathema to the law.*" The Honorable Court should find this Motion to Dismiss well taken and dismiss with prejudice the Plaintiff's fraudulent and unripe claim for judgment and award the Defendant summary judgment wherein the findings of fact herein and conclusion of law support the genuine issue of material fact that the Plaintiff did enter into a sales contract with a maximum 2-year term with the Defendant and did intentionally breach said contract as early as August 1st 2017 then sought to accelerate terms to seek unjust enrichment without regards to the Defendant's interest or Federal law in seeking to resume radio station operations or resell said radio station upon conclusion of Court proceedings.

The Plaintiff's incentive to commit fraud upon the Court and Defendant must exceed the \$40,000 dollars in full payment cash proceeds as agreed and received in total by the Plaintiff on February 14th 2018, given the \$16969.32 timely payments received for the sale of the Mine Country 102.1FM radio station prior without delivery of sold goods or payment refund to the Defendant which unjustly enriched the Plaintiff. The Court March 23rd 2018 stipulated order returning the \$23,030.68 to the Defendant limited immediate damages incurred by the Defendant when the Plaintiff refused to cure the material breach of contract and transfer the KYRN license and proceeded to falsify an FCC filing to

shut the station down destroying the stations value and Defendant's sole source of income and economic opportunity continuing to harm the Defendant throughout the duration of Court proceedings. Plaintiff claims throughout the process the Defendant had not met his financial responsibilities despite for 7 months refusing to accept payment to cure the Plaintiff's material breach of contract and file the KYRN license transfer upon such completion the Defendant would be bound to complete the agreement and assume responsibility as licensee for the music license programming fees; and remove the Plaintiff from the liabilities he risked by pursuing his fraud. The Honorable Court is asked whether or not the Plaintiff materially breaching a contract with numerous opportunities to cure shall avail himself of its non-performance through a Court ruling? (holding that "if one prevents or renders impossible the material performance or occurrence of a condition precedent upon, upon which his liability is contingent, he cannot avail himself of its non-performance) Papron v. Lake Placid Hold Co., 438 So.2d 155, 157 (Fla. 2d DCA 1983)

Brief

The Plaintiff has materially breached the contract through non-performance of material terms to the sales agreement intentionally not filing the required FCC license transfer application in 45 days of contemplation to transfer and now seeks the Court's help in benefitting from his own material breach of contract filing a fraudulent claim for "money due and repossession" with a finance agreement that is not ripe for judgment with no material breach by the Defendant. Plaintiff has through failure to perform caused the contract to terminate by claiming the Defendant was only the 'manager' breaching the contract yet not compensating the Defendant for labor and expenses benefitting from Defendant operation at a cost of \$7,000 a month for no less than 10 months; Counterclaim, ***Count I Quantum Merit & Unjust Enrichment***. Counterclaim ***Count II Breach of Contract***, Plaintiff has materially breached the contract through intentional failure to perform transfer of the KYRN license upon contracting for the sale and transfer of the assets and license of

radio station KYRN FM within 45 days of contemplation to transfer as the duty and obligation of the licensee. No private contractual agreement implicit or implied may contravene the local, County, State or Federal laws and the duty and obligation of the licensee to file the application for KYRN license transfer to afford the FCC their right to review the application for compliance with Federal law which would not have forfeited the Plaintiff's right to compensation for transfer. Plaintiff has breached the **covenant of good faith and fair dealing and malicious abuse of process (Count VII)** by filing a frivolous motion with the Court to shut down the radio station to harm the Defendant given Federal law is preemptive in the licensed operation of a radio station as recognized and decreed in March 23rd 2018 Stipulated Order. Plaintiff has further in breaching the covenant of good faith and fair dealing demonstrated character issues and malice in violating FCC process and law to shut down the station for non-technical reasons and falsified dates and reasons for the station being shut down facing licensee incarceration and license forfeiture. Plaintiff's shutting down of the radio station with a falsified application and intentional failure to heed FCC advice to file the license transfer immediately and work with the Defendant to avoid harm to public reputation and value of the radio station as purchased has destroyed the Defendant's income and economic opportunity as **Count III, Interference of Economic Opportunity** of the Counterclaim. Defendant herein this motion to dismiss moves for judicial relief from Plaintiff's material breach of contract, failure to perform, and repudiation of contractual obligation through Counterclaim **Count IV-Specific Performance** to file the appropriate license transfer with the FCC since the license and coverage contour purchased by the Defendant is without adequate remedy at law unless the Honorable Court order the Plaintiff to transfer the ownership of the station assets and KYRN license to Defendants through equitable remedy. Counts V Extortion, Count VI Intentional Tort, Count VII Malicious Abuse of Process, Count VIII Fraud & Misrepresentation through Count IX -Punitive Damages are resultants of the Plaintiff's intent to breach the contract and resume operation as

presently demonstrated in full and/or enter a future sale. Defendant has endured extensive injury and damages in the abuse of the judicial process greater than 7x the stations contracted 1 year sale price yet remains ready, willing and able to complete the sales contract for the total sum of \$40,000 less \$16,969.78 in station purchase payments received by the Plaintiff and less any and all set-offs and credits to be determined at an evidentiary hearing on damages.

Contract Law Terms

Terms of Civil Contract law from New Mexico Rule Set 13-Uniform Jury Instructions-Civil:

13-802 Contract, Material Terms

KYRN 102.1FM FCC License is a material term without which Green Lion Media LLC., the Defendant (buyer) would not have entered into the sales contract with the Plaintiff (seller).

13-807 Acceptance, definition

Plaintiff having accepted Defendant's offer, signed the May 8th 2017 sales agreement, June 16th 2017 Finance agreement and on or about June 22nd 2017 did physically relocate radio station to Defendant's studio and on or about July 7th 2017 did request operational liability accounts be moved to Defendant's ownership to include phone, PO Box and website domain and accept timely radio station purchase payments through July 15th 2019.

13-822 Breach of Contract; definition

Court should find Plaintiff Socorro Community Radio LLC., KYRN licensee Steve Edmondson is liable for Breach of Contract to Defendant Green Lion Media LLC Manager T. Reese Janca, for failure of duty and obligation in filing an FCC license transfer for KYRN 102.1FM, a contractual material obligation required in the May 8th 2017 sales agreement and as Federally required within 45 days of '*contemplation to transfer*' as a required duty and obligation as the licensee of record for the radio station posted without legal excuse.

13-823 Breach of Contract; failure to perform

Court should find Defendant was denied the benefit of legal Radio Station Ownership as reasonably expected by the Defendant (buyer) as offered for sale on April 27th 2017 by the Plaintiff who intentionally failed to perform under agreement with the Defendant (buyer) who entered in to an agreement to purchase Mine Country 102.1FM Radio Station and was ready, willing and able to complete.

- a. Failure to perform by the Plaintiff to file the Application for Voluntary Transfer 314 or 315 forms with the FCC for the geographically unique KYRN FM license is Material to the sales contract and anticipated the breach of contract by the Plaintiff.
- b. Failure by the Plaintiff to file the application cannot be compensated for without judicial relief through Defendant's Counterclaim ***Count IV -Specific Performance*** to transfer the KYRN license as offered and sold to the buyer.
- c. KYRN License transfer is a genuine contractual issue of material fact which has not occurred and Plaintiff refuses to perform without legal excuse which is in the Local Court's purview and jurisdiction to adjudicate upon as a contractual matter of civil litigation.
- d. Plaintiff would forfeit no rights to compensation by filing the KYRN license transfer as required of the licensee.
 - FCC would review and approve the transfer application through voluntary sale

- Consummation of the Sale by the FCC would serve both parties and public allowing any contractual, citizenship or character issues to be addressed.
- Defendant (Buyer) offered to assist, compensate and complete the transfer application for the Plaintiff (Seller), Item #8 of the May 8th of the Sales Agreement and required in the agreements sale contingencies Item #3.

Exhibit A -May 8th Sales Agreement

- The Plaintiff willfully and with intent did not remedy his failure to perform with the sales agreement full price tendered in escrow on March 6th 2018.
- e. The Plaintiff did not perform contractually with standards of good faith and fair dealing thereby materially anticipating a 'BREACH OF CONTRACT' with the Defendant as early as August 2017 and has since stated he will not voluntarily cure his breach of contract with the Defendant.
- f. Plaintiff's Complaint is Fraudulent give his Material Breach of Contract, Failure to Perform and being NOT RIPE FOR JUDGEMENT in time performance.
- g. Plaintiff acted in Bad Faith and Malice with intent to harm the Defendant

18-824 Breach of Contract; repudiation of contractual obligation

It is a breach of contract if, before performance became due, Plaintiff announced or otherwise demonstrated his intention not to perform a contractual obligation to the Defendant.

- a. Plaintiff announcing August 1st 2017 'You are not the owner of KYRN' and 'So you do work for me' along with harming Defendant's business by publicly stating Defendant was not the owner of KYRN.
- b. Plaintiff openly refused to file the KYRN license transfer before payment's time performance was contractually due.

Statement of Material Facts Not in Dispute

1. Plaintiff is Steven L. Edmondson d.b.a. Socorro Community Radio LLC., who operated an FCC licensed radio station in the City of Socorro from 2014 to 2017.
2. Plaintiff acquired Socorro Community Radio LLC., a New Mexico business without license from William (Bill) H. Pace heiress Tamara Pace.
3. Plaintiff Steven L. Edmondson on April 21st 2017 did accept a full-time position in Dubuque Iowa outside the KYRN 102.1FM community of coverage
4. Plaintiff moved from the City of Socorro, June 28th of 2017 and assumed full-time employment at Emmaus Bible College as Athletic Director on July 10th 2017 in Dubuque Iowa.
5. Plaintiff, Steven L. Edmondson's wife Melissa Edmondson employed professionally as a Licensed Physical Therapist transferred her professional license to the State of Iowa as public record on June 21, 2017.
6. Plaintiff Steven L. Edmondson d/b/a Socorro Community Radio LLC claims and is listed as the FCC licensee of record of KYRN 102.1FM with all the duties and obligations of an FM broadcast

licensee under Code of Federal Regulations (CFR) Title 47 Parts 1, 11 and 73. Plaintiff has admitted in prior motion he is the holding licensee of KYRN under all the duties and obligations of an FCC Broadcast licensure and resumed operation of said radio station on March 4th 2019.

7. Defendant is Green Lion Media LLC., Manager T. Reese Janca KD7GSB an FCC licensed 47 CFR Part 13 and Part 97 Radio Engineer residing in the City of Socorro New Mexico since June of 2016.
8. Manager T. Reese Janca KD7GSB was a full-time Technical Specialist II with the National Radio Astronomy Observatory here in Socorro prior to resigning to operate full-time KYRN Radio Station as purchased from Steven L. Edmondson d.b.a. Socorro Community Radio LLC. (SCR) on May 8th 2017.
9. Manager T. Reese Janca KD7GSB was operating and controlling KYRN 102.1FM Facility ID 164088 responsible for all financing, payroll and programming from June 22, 2017 through March 24th 2018 and was the recorded Chief Operator on record and posted at the KYRN transmitter site with contact information through the duration of Green Lion Media LLC., operation and control of the associated radio station and equipment as legally required.
10. Green Lion Media LLC. (GLM) Manager T. Reese Janca is a Senior Communications Engineer with 30 years of successful career employment and national awards with expert knowledge in the engineering operations of an FM radio station

Public Notice of Sale

11. April 25th 2017 Manager Steven L. Edmondson during the 'Sunrise Socorro' show announced the sale of Mine Country 102.1FM and sought a local buyer for the station.

Exhibit B --April 25th 2017 Mine Country Facebook Posting

12. Plaintiff Steven L. Edmondson did list for sale his sole residence and KYRN local studio in the City of Socorro at 1408 Springs Street for sale on or about the month of April 2017.

13. Plaintiff Steven L. Edmondson did post public notice in El Defensor Chieftain on April 27, 2017 - "Socorro radio station Mine Country 102.1 for sale" as evidenced in prior documents submitted to the Court.

Party Contract Agreements

14. May 8th 2017, Plaintiff SCR Manager Steven L. Edmondson did enter in to an agreement to sell Mine Country 102.1FM to Green Lion Media LLC., Manager with signature.

Exhibit A--May 8th Sales Agreement

15. Plaintiff and Defendant did announce On-Air during "Sunrise Socorro" on May 4th 2017, Defendant T. Reese Janca of Green Lion Media LLC., would be the new station owner as required by Federal Regulations for public notice of pending transfer.

16. May 23rd 2017, Initial financing expectations fell through for the Defendant and Plaintiff stated at this time he wasn't going to 'transfer the KYRN license' and his right to continue to pursue another buyer until found but that the original offer to the Defendant would still be honored if he didn't find another first.

"I do not want to change the license over to you under these conditions" Edmondson

Evidenced knowledge and awareness of the need to transfer the license denied by the Plaintiff in Court claiming it wasn't discussed until September 2017.

"I will still honor that agreement if you get back to me before I make an agreement to sell to someone else" Edmondson

The only agreement in effect on May 23rd 2017 to honor was the May 8th 2017 agreement.

Exhibit C--May 23rd 2017 Correspondence

17. One or about June 12, 2017 Defendant hearing or reading no announcement of sale or notifications to go silent by the Plaintiff as required by FCC rule, contacted the Plaintiff to verify if a buyer had or had not been found. Plaintiff stated no buyer had been found.
18. June 16th 2017, Seller(Plaintiff) and Buyer (Plaintiff) entered in to an owner finance agreement with a two -year term ending in July of 2019 to honor the May 8th 2017 sales agreement given the Plaintiff's immediate need to sell and relocate for full-time employment and to keep the station broadcasting and preserving its value in local reputation and service as state in May 8th 'Spirit of the Agreement'. *See Plaintiff's Original Complaint "Exhibit A"*
19. Rule Set 13-Uniform Jury Instructions -Civil 13-817 Modification of a contract; **definition**
 - a. A modification occurs when the parties intend to continue the contractual relationship but wish to change one or more of the terms of the contract. In order for a modification to the contract to be effective, there must be mutual assent of both Plaintiff and Defendant to the modification
20. June 20th 2017, with the Plaintiff preparing to leave Socorro permanently the following week and the urgency to keep the station operational and broadcasting to the benefit of both parties with the Plaintiff having liability for over \$6000 in pre-sold ads and trades due broadcast delivery through March of 2018 as affirmed through prior submitted evidence, along with current contractual syndication performance duties like Salem Radio New Network through January 2018, the Plaintiff accepted modification through elimination of one option "Take possession of all KYRN equipment and assets once the \$25,000 down payment is made" and did physically assist in relocating to Defendant's Socorro studio all equipment emptying his residence at 1408 Spring Street in Socorro. Defendant expected within a month the KYRN license transfer application to be filed and news on further financing to be available.

Exhibit D-Plaintiff's Urgency to Sell and Mutual Contract Modifications

21. June 20th 2017, Defendant becoming acting manager until the Voluntary Transfer Application was filed by the Plaintiff assumed to be within 45 days (a month) and the FCC consummated the transfer through approval of the Sales Contract between Defendant and Plaintiff as the Plaintiff had experienced when assuming control of KYRN in January of 2014 when the license transfer application was filed with the FCC before the full-terms and time performance of the operational agreements with Sovereign City Radio Services LLC., were fully performed through 2016.
22. June 25 through June 30th 2017, Defendant a full-time employee of National Radio Astronomy observatory in Socorro was out of town for scheduled training in California the week Edmondson was leaving town.

Exhibit D-Plaintiff's Urgency to Sell and Mutual Contract Modifications

23. June 26th 2017, with the Radio Station in Defendant control and Edmondson leaving Socorro permanently, he stipulated preference that '*Green Lion do business as KYRN Mine Country 102.1*' which Defendant Green Lion Media performed.

Exhibit D-Plaintiff's Urgency to Sell and Mutual Contract Modifications

24. June 28th 2017, Plaintiff Steven L. Edmondson and family leave Socorro for Dubuque Iowa with residence and former studio location 1408 Spring Street empty and listed for sale.
25. July 6th, 2017, Defendant notifies Plaintiff that additional financing won't be forthcoming and with station equipment repairs required and marketing expenses need to ensure the operation and success of the radio station Defendant (buyer) will be only be able to make a smaller payment toward the two-year owner finance agreement and ask the Plaintiff if he wishes to

proceed and accept a modified payment arrangement with \$25,000 purchase paid balance amount reached by October 17th or place the radio station in storage or enter an operation agreement.

26. Plaintiff knew he had three choices to comply with duties and obligations under KYRN licensure prior to leaving the community of license.

- a. Sell the Radio Station
- b. Hire someone to manage the Station
- c. File a Special Temporary Authority Request to go silent with the FCC

27. Plaintiff chose and acted in a manner to sell the radio station as evidenced by statements and conduct

Exhibit E--July6th 2017 Modified Payment Terms Acceptance

28. July 6th 2017, Plaintiff accepts the new terms "but I will accept the new ones" and demands account liabilities change ownership to Green Lion Media LLC.. Plaintiff accepts and deposits on July 15th 2017 a \$5000 payment as submitted to court records previously accepting the modification by statement and conduct.

Exhibit E--July6th 2017 Modified Payment Terms Acceptance

29. July 8th 2017, Plaintiff after accepting the new terms but without filing the required KYRN license transfer to transfer responsibility for programming music license fees, notifies ASCAP and music license organizations to stop auto-payments from SCR accounts.

Exhibit H- July 8th Acceptance Conduct

30. Rule Set 13-Uniform Jury Instructions -**Civil 13-807 Acceptance; Definition**

- a. An acceptance is a **statement or conduct** made by one party to the other, showing the party's agreement to the other party's offer.

- b. Plaintiff accepted the Defendant's offer stating to the Defendant in writing "I will accept the new ones" and through conduct in requesting ownership liabilities be transferred from Socorro Community Radio LLC. to Green Lion Media LLC.
- c. **See Exhibit E and F**
- d. Radio Station Business Accounts requested transferred are owned to date by Green Lion Media LLC.

Plaintiff's Breaches and Bad Faith

31. July 31st 2017, Centurylink and First State Bank internet accounts transfer necessary to connect the radio stations audio signal over the internet 24/7 to the transmitter for over the air broadcasting on M-Mountain are Green Lion Liabilities begin in the month of July along with the monthly lease liability for the transmitter site on M-Mountain. May and June M-Mountain lease payments totaling \$726.72 were unpaid by the Plaintiff and brought current by Green Lion.

32. July's Centurylink bill is debited wrongfully to Plaintiff's account and Plaintiff insist repayment which Green Lion Media quickly corrects establishing account ownership intention and offer acceptance by the Plaintiff on the 31st of July.

33. August 1st, Plaintiff begins repudiating the contract seeking access to accounts no longer owned by SCR and making statements "You are not the owner of KYRN", "so you do work for me" and stating to the public at large I wasn't the owner of the radio station damaging local business and radio station reputation; first breach of the contract by the Plaintiff.

Exhibit G-- August 1st Plaintiff Contract Repudiation

34. July 6th 2017, Agreement modification accepted by the Plaintiff gave the Defendant until October 2017 to pay \$25,000 toward the radio station purchase.

35. August 2017, Plaintiff insist music license fees be paid by Defendant.
36. August 2017, Defendant contacts music license firms to transfer account ownership to Green Lion Media and learns the required FCC license transfer has yet to be filed by the Plaintiff.
37. August 2017, Defendant insists the Plaintiff file the Voluntary Application for Transfer with the FCC to transfer the programming music license responsibility and account ownership.
38. August 2017, Plaintiff formally and openly refuses to transfer the KYRN license as required.
39. August 2017, KYRN license transfer is material to the sales contract between the parties without which the Defendant would not have agreed to purchase and without the lawful transfer the sales contracts purpose and intent is destroyed by the Plaintiff's material breach.
40. August 22nd 2017, Plaintiff deposits a \$5000 payment and has received \$16,000 in radio station purchase payment value.
41. August 22nd 2017, Plaintiff has materially breached the contract by not filing the FCC Application for transfer within 45 days of contemplation to transfer.
42. Defendant is not 60 days in arrears and on payment schedule to make \$25,000 purchase payment paid balance by October 15th 2017 as agreed July 6th 2017 and within a 2 year maximum term owner finance agreement time performance due on July 15th 2019 entered into and accepted by the Plaintiff on June 16th 2017.
43. Defendant executes payroll responsibility for George Funkhouser and Brad Smith for sales and technical support totaling \$3017.49 to fulfill and deliver \$6000.00 in Warrior Sports packages and trades scheduled through March 2018 and entered in to and collected by Steven L. Edmondson prior to placing Mine Country 102.1FM for sale.

44. Defendant and Plaintiff seeking mediation to resolve issue between failing to transfer and pay music license fees claimed by Plaintiff owed by the licensee and Defendants protest that the KYRN license transfer has not been filed and station is operating illegally and music license fees won't be paid until the Plaintiff files the FCC transfer application as required by federal law.
45. September 15th 2017, Plaintiff and Defendant meet with Linda Wilson instead of Peter Romero at Sofia's Kitchen for mediation.
46. September 15th 2017, with 30 days before \$25,000 is due on October 15th 2017 to the plaintiff as accepted on July 6, 2017 in writing, Defendant offers to reach \$25,000 payment early to receive Plaintiff's compliance with license transfer request and 'save the baby'.
47. September 15th 2017, Plaintiff refuses the \$25,000 payment balance and now demands \$30,000 to file the FCC license transfer.
48. September 15th 2017, Defendant needs another 30 days to try and raise the additional \$5000 to secure Plaintiff's filing of the required application for transfer and bring the station in to legal compliance.
49. September 15 2017 Defendant will pay no music license fees until the KYRN license application for transfer is filed with the FCC a liability contingent upon the Plaintiff's (sellers) performance.
50. September 15 2017, Defendant expresses intent to have the station paid in full by the 1 year term on July 15th 2018 and bring the paid balance to \$30,000 in October with the KYRN license transfer filed and agrees to 4 more payments of \$2636.36 each to complete payment by 1 year term July 15th 2018 qualifying for the \$5000 price reduction and having paid \$15,000 in the first year qualifying for the \$40,000 purchase price offered in the June 16th 2017 finance agreement.

51. September 15 2017, Plaintiff receives a station payment of \$2636.36 at the conclusion of mediation for September's payment and deposits it.
52. Plaintiff continues Material Breach of Contract for failing to file the KYRN license transfer.
53. Plaintiff in bad faith claims he won't apply September station payment to station purchase balance but applies it to music license fees which are still his responsibility for failing to file the license transfer.

Exhibit H - FCC Correspondence

54. Plaintiff refuses in October to send a signed license transfer application from Iowa to Linda Wilson to receive large payment in certified funds to reach \$30,000 radio station purchase paid balance as requested during September 15th 2017 mediation.
55. Plaintiff to present date has refused full payment for the radio station as agreed to in the sales contract and failed to cure his breach of contract to file the license transfer while failing a fraudulent claim for "money due and repossession" on the 22nd of December 2017, which was additionally NOT RIPE FOR JUDGEMENT. Committing a material breach of contract which remains uncured, relieves the buyer's requirement to perform its remaining obligations under contract. Farnsworth Cases and Materials on Contracts, *supra*, § 818; see also *Horton v. Horton*, 487 S.E.2d 200,204 (Va.) 1997.
56. October 24th 2017, FCC changes its home studio rule further incentivizing the Plaintiff in his fraudulent actions being no longer required to host a home studio within the KYRN community of coverage in New Mexico.

Exhibit I--FCC Home Studio Law Change

57. January 22nd 2018 Defendant's Offer to Settle Station Sale and File Transfer following consultation with legal counsel.

Exhibit J--January 22nd 2018 Offer

58. January 29th 2018 -Deadline for offer response requested of Attorney Filosa and Plaintiff Edmondson passes and Edmondson request no more payments be made.

Exhibit K--January 29th Letter

Standard of Review

Where no genuine dispute exist as to any material fact, summary judgment is required.

Summary Judgment is requested because the Complaint filed by the Plaintiff is unripe and without merit and genuine material facts provides evidence that Plaintiff breached the sales contract as early as August 1st 2017 and seeks to benefit from his contract breach and retain ownership of the radio station sold with options to sell again at a future date.

The plaintiff having posted for sale Mine Country 102.1FM, entered an agreement to sale the station, accepted terms and payment then materially from failure to perform and repudiation of the contract files a fraudulent unripe claim for "money due and repossession" while being in material breach of the contract and unwilling to resolve.

Many of the facts presented herein have been affirmed by the Plaintiff through previous proceedings and additional facts and evidence with material breach of contract demonstrate Buyer (Defendant) though able to rescind the contract based upon Plaintiff's multiple breaches did continue to offer the Plaintiff opportunity to cure his material breach and minimum monthly payments until he chose to do so. The Plaintiff can not dispute the material breach of contract given he is currently operating the radio station with the KYRN license he entered into a sales contract to sell and he intentionally withheld transfer and shutdown the radio station in March 2018. It is a genuine issue of material fact the Plaintiff as KYRN licensee for three or more years has no legal excuse upon contemplation to transfer KYRN license had no more than 45 days to comply with filing an application for transfer

upon entering an agreement to sell Mine Country 102.1FM. Plaintiff accepted modified payment terms in July 2017 rather than shutting down the station or contracting with the Defendant to operate the station as alternatives proposed by the Defendant. Plaintiff allowed the Defendant until October 2017 to tender \$25,000 toward the station purchase amount of \$40,000 as evidenced in Exhibits G & H by statements and conduct. As a genuine issue of material fact because the Plaintiff sought to destroy the sales contract through non-performance of filing the KYRN license transfer in good faith and fair dealing which precede the sales contract payment time performance requirements, the buyer is without obligation to the Plaintiff and no legal relief maybe granted to the Plaintiff who seeks to benefit by his own material breach by claiming ownership of Radio Station Mine Country 102.1FM.

Horton v. Horton, 487 S.E.2d 200, 204 (Va.1997) (material breach excuses non-breaching party from performing contractual obligations), Famiglietta v. Ivie-Miller Enterprises 966 P.2d 777 (1998) 126 N.M. 69 1998-NMCA-155 -Court of Appeals New Mexico.

As a genuine issue of material fact, no private contractual agreement implicit or implied may contravene local, State or Federal Law therefore no contractual agreement between the parties herein can absolve or excuse the Plaintiff licensee for failing to file the license transfer within 45 days of contemplation as a matter of law; FCC 47 CFR §73.3540.

Plaintiff under duties and obligations of FCC licensure with Defendant's 1-year full radio station purchase price \$40,000 cash payment in Attorney Mark Filosa's escrow account, was notified by the FCC in writing; "*I also caution you (buyer) that Socorro (Plaintiff) should refund any purchase price you have paid, because the Commission will not approve an assignment application if the entire purchase price has been paid before we even see an application.*"

Michael Wagner Assistant Chief Audio Division Media Bureau FCC February 27th 2018.

Plaintiff's defense that as an FM Broadcaster of 3+ years he is ignorant of the law governing FM Radio Station Operation or Transfer is no legal excuse and falsely claiming non-payment as legal excuse is a flagrant abuse of law and judicial process seeking relief within the law and dismissing the law where it benefits the Plaintiff. Plaintiff cannot dispute genuine material facts that declare he had the duty and responsibility as the KYRN licensee to file the necessary license transfer FCC 314 or 315 form upon entering an agreement to sell and transfer said station and did deliberately Materially Breach the Contract withholding the KYRN license transfer which preclude the Defendant's contract performance through Material Breach of Contract and FCC approval of the sales consummation and subsequent transfer of all duties and obligation of said KYRN license to Defendant including payment performance under contract. Defendant is not through presentation of facts already accepted regarding FCC law asking the Court to adjudicate on Federal regulations but is seeking the Court's ruling on the materiality of the KYRN license to the sale of Mine Country 102.1FM as a federally regulated sale requiring FCC licensure for legal operation and the KYRN license being material to the sale of a commercial radio station. Plaintiff's Amended Complaint which in time performance was not RIPE FOR JUDGEMENT on December 22, 2017 as filed should not be awarded to reward the Plaintiff for intentionally and with malice Materially Breaching the Contract and Abusing the Judicial Process which should not be incentivized by ruling in the Plaintiff's favor.

Summary Judgment Standard

Where no genuine dispute exists as to any material fact, summary judgment is required.

Anderson v. Liberty Lobby, Inc. 477 U.S. 242, 106 S. Ct. 2505 (1986);

"Summary judgment is appropriate if there is no genuine issue as to any material fact and the undisputed facts show that the moving party is entitled to judgment as a matter of law"
Fed.R.Civ.P. 56(c)(2)

A genuine issue of material fact is one that would change the outcome of litigation.

Anderson, 477 U.S. at 247 (1986)

"The burden on the moving party may be discharged by 'showing'--that is pointing out to the Court -- that there is an absence of evidence to support the non-moving party's case."

Sweats Fashions, Inc. v. Pannil Knitting Co., Inc., 833 F.2d 1560, 1563 (Fed Cir 1987)

"As a general rule, that requires the production of evidence that is "significant[ly] probative." *Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249 (1986)*.

" If the nonmovant fails to make this showing, then summary judgment is appropriate."

Celotex, 477 U.S. at 324 (1986)

"Once the moving party has met its burden, the non-moving party may not rest on mere allegations, but must proffer specific facts showing that a genuine issue exists for trial."

Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986)

Pro Se Legal Resources and Case Law Authority

Representing Green Lion Media LLC., Pro Se is Manager T. Reese Janca given a Civil Law contract case with Counterclaim for 9 Counts is continuing in to its 3rd Year, Defendant's monetary damages and 3rd Scheduling Order duration deny legal counsel given case history.

Representing Green Lion LLC., Pro Se Defendant provides the following Civil law definitions, Case law with legal opinions briefs and authorities consulted and supportive the Defendant's Counterclaim are provided:

1. 'New Mexico Rule Set 13 -Uniform Jury Instructions -Civil'

2. Famiglietta v. Ivie-Miller Enterprises 966 P.2d 777 (1998) 126 N.M. 69 1998-NMCA-155 -Court of Appeals New Mexico
3. Head v. Sorenson 220 So.3d (2017) Case No. 2D16-3665 District Court of Appeal of Florida

Both Cases consulted for Seller non-performance and material breach of contract were overturned upon appeal when questions of seller non-performance and material breach of contract by the seller were used to benefit the seller to avoid contractual obligations.

Conclusion

The indisputable genuine material facts give evidence that the Plaintiff Steven L. Edmondson d.b.a. Socorro Community Radio LLC., did in fact publicly place Mine Country 102.1FM for sale on April 25th 2017 through live broadcast on KYRN 102.1FM during 'Sunrise Socorro' and in the Socorro local paper El Defensor Chieftain on April 27th 2017 which the buyer Defendant Green Lion Media LLC. Manager T. Reese Janca did enter a sales contract on May 8th 2017 and an owner finance contract on June 16th 2017 to purchase. From the date of publication of the notice to sell, the Plaintiff had 8 weeks to find a buyer and relocate out of state to Iowa to begin a full-time career with Emmaus Bible College as an Athletic Director. As a material term of a sales contract to sell a commercial FM Radio Broadcast Station as announced by the Plaintiff for sale, the KYRN license transference as a matter of Federal Law had 45 days from the point of contemplation to transfer for the Plaintiff licensee to file the application notifying the FCC of his intent identifying the transferor and transferee for the FCC to approve the sales contract and parties which takes precedence over any implicit or implied private contractual agreements between parties. The Plaintiff breached the contract through repudiation by the 1st of August 2017 and materially breached the contract in August 2017 when the 45 days to file the application for KYRN license transfer passed without legal excuse. The Plaintiff will claim his violations of Federal Law and material breach of the sales contract with the Defendant was excusable because the Defendant did not

meet his financial obligations, yet with an October 2017 deadline for a \$25,000 station purchase payment balance never exceeded as agreed to in July 2017 and the Defendant offering a \$30,000 station purchase payment balance in October 2017 if the Plaintiff would cure his material breach of the contract and violation of Federal Law, the Plaintiff refused to cure as evidence by present radio station operation. October 2017, was also the month broadcast trade journals and new releases were discussing the upcoming change to the FCC's 77 year old Home Studio Rule eliminating the need for the Plaintiff to keep a local studio and presence in the community of coverage in New Mexico's Rio Grande Valley. Is it more than probable that the Plaintiff learned of this change in FCC law and sought to benefit from his material breach of the contract as he has done resuming operation and control from Iowa in March 2019? Is it more than probable that the Plaintiff who claimed publicly not to have enough salary as an Athletic Director of a small college to operate the radio station in 2018 having no lease on the M-Mountain Transmitter site necessary to broadcast between April 2018 and March 2019, now have a financial backer and future purchaser who seeks to benefit as well from the Plaintiff's material breach of contract?

Will the Court incentivize the Plaintiff's material breach of contract in August of 2017 and filing an unripe complaint for money due and repossession on December 22, 2017?

The Honorable Court is moved by the Defendant to answer 'NO' and dismiss with prejudice the Plaintiff's unripe and fraudulent claim and award summary judgment

Findings of Fact

- A. Plaintiff and Defendant entered a sales agreement on May 8th 2017
- B. Plaintiff and Defendant entered a owner finance agreement on June 16th 2017 to fund the May 8th 2017 agreement

- C. Finance agreement was mutually modified by both parties and accepted by both parties in statements and conduct to the mutual of interest of each party in the expediency to keep the radio station broadcasting and serving the local community with the Plaintiff urgently needing to assume new full-time work in Iowa and the Defendant negotiating local full-time employment with new ownership responsibilities of an FM Radio Station in June and July of 2017.
- D. Plaintiff breach by repudiation the sales contract on the 1st of August 2017
- E. KYRN license transfer material to the commercial sale of Mine Country 102.1FM.
- F. Plaintiff intentionally materially breached of contract with intent to benefit
- G. Plaintiff refused multiple offers to cure his material breach of contract.
- H. Defendant was denied the benefit of legal Radio Station Ownership as reasonably expected by the Defendant (buyer) as offered for sale on April 27th 2017 by the Plaintiff with whom the Defendant (buyer) entered in to an agreement to purchase and was ready, willing and able to complete.
- I. Defendant's payment time performance never breached sales contract agreement or repossession clause between the parties as accepted in statement and conduct by the parties.
- J. Plaintiff abused process by filing an unripe for judgment complaint on 22nd of December 2017, sales contract having a full 2 year time performance expiring July 15th 2019 and Plaintiff refusing early full payment by Defendant in exchange for Plaintiff curing material breach of contract.

Conclusion of Law

Given the Defendant never received the benefit of legal Radio Station ownership of Mine Country 102.1FM as a result of the Plaintiff's intentional uncured material breach of contract, the Defendant is due equitable remedy against the Plaintiff for material breach of contract beginning in August 2017 which excuses Defendant from performing contractual obligations. ("Material breach excuses non-

breaching party from performing contractual obligations") Horton v Horton, 487 S.E.2d 200, 204 (Va.) 1997 and Farnsworth Case Materials on Contracts, supra, § 8.18., Defendant acting in good faith and fair dealing still offered the Plaintiff numerous opportunities to cure his material breach of contract of his own volition and comply with Federal law which he refused. Plaintiff acting in bad faith by intentionally causing a material breach of contract which destroys purpose of contract and seeking to benefit through filing an unripe claim and reclaim radio station ownership of Mine Country 102.1FM, Defendant moves the Honorable Court for remedy of the uncured breach of contract through Counterclaim Count IV and order Specific Performance of the Plaintiff to cure his material breach of contract which he has wrongfully and maliciously sought to benefit from. "Creating an incentive for a seller to breach the contract is anathema to the law" quoting Sperling, 41 So.2d at 320. Plaintiff is liable for all damages as a result of his material breach of contract where Defendants Counterclaim in 9 Counts request legal and equitable remedy through Summary Judgment and Evidentiary Hearing for damages. (party who breaches contract is "responsible for all damages flowing naturally from the breach") ; Shaeffer v. Kelton N.M. 182, 187, 619 P.2d. 1226, 12231 (damage awards should fully compensate injured party).

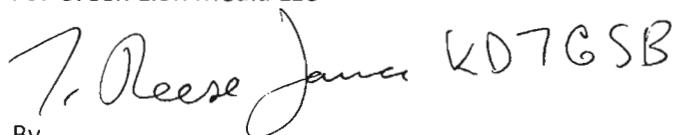
SUMMARY OF RELIEF SOUGHT

Defendant respectfully requests the Court move to dismiss the Plaintiff's claim for 'money due and repossession' with prejudice having reviewed the evidence provided herein and genuine issues of indisputable facts which give evidence the Plaintiff is in material breach of the contract beginning in August 2017 and has filed an unripe complaint for judgment where no remedy maybe granted to the Plaintiff. Legal and equitable remedy is due the Defendant on 9 Counts of the Counterclaim.

Defendant respectfully request the Honorable Court GRANT SUMMARY JUDGEMENT IN FAVOR OF DEFENDANT'S COUNTERCLAIM with immediate award Counterclaim Count IV for Specific Performance requesting the Plaintiff immediately file the FCC license transfer form 314 assigning Green Lion Media LLC. Manager T. Reese Janca KD7GSB as the transferee of KYRN FM Broadcast license and grant legal

ownership of Mine Country 102.1FM where Defendant remains ready, willing and able to complete the sales contract for the total sum of \$40,000 less \$16,969.78 in station purchase payments received by the Plaintiff and less any and all set-offs and credits to be determined at an evidentiary hearing on damages.

Respectfully submitted as Pro Se Representation
For Green Lion Media LLC

 KD7GSB

By

T. Reese Janca KD7GSB
Chief Executive
Green Lion Media LLC.
P.O. Box 949
Socorro, NM 87801
(575) 835-2382

Motion to Dismiss Supporting Exhibits

Exhibit A -May 8th Sales Agreement

Exhibit B --April 25th 2017 Mine Country Facebook Posting

Exhibit C--May 23rd 2017 Correspondence

Exhibit D-Plaintiff's Urgency to Sell and Mutual Contract Modifications

Exhibit E--July6th 2017 Modified Payment Terms Acceptance

Exhibit F- July 8th Plaintiff Acceptance Conduct

Exhibit G-- August 1st Plaintiff Contract Repudiation

Exhibit H - FCC Correspondence

Exhibit I--FCC Home Studio Law Change

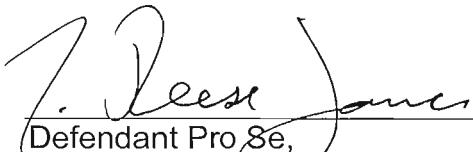
Exhibit J--January 22nd 2018 Offer

Exhibit K--January 29th Letter

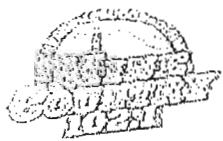
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27th day of May, 2019, the foregoing was sent by U.S. Postal service to Plaintiff's Counsel of Record:

Dean E. Border
12300 Menaul Blvd. NE
Albuquerque, NM 87112
(505) 410-4616



Defendant Pro 8e,
T. Reese Janca CEO
Green Lion Media LLC



Mine Country Radio 102.1
Purchase Agreement

Parties of the Transaction

Steve Edmondson
Socorro Community LLC
dba Mine Country 102.1FM
PO Box 949
Socorro, NM 87801
(575) 835-2382

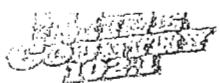
T. Reese Janca CEO
Green Lyon LLC
dba Green Lion Tech
830 Highway 60
Socorro, NM 87801
(575) 835-2485

Spirit of Transaction

All actions and decisions will be discussed and conducted in a manner that benefits the aim of a community radio and ensuring a continuity of service to our sponsors during and post the sale transaction and ownership transition. Aim of the transaction is to complete the transfer no later than May 31st.

Agreement Terms

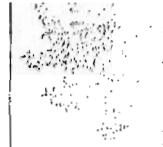
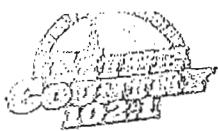
1. \$41,000 sale for sole ownership of all station equipment and FCC license KYRN for an operational FM radio station with no tower, infrastructure or real estate
2. Mr. Edmondson receives revenue for May invoices and pays the debts and liabilities related to May Gross Receipts Tax due in June 2017.
3. Mr. Edmondson after paying all station debts and liabilities through May 31st 2017 prior to the sale finalization date agrees to transfer Socorro Community bank account at First State Bank with funds no less than \$5,000 to Green Lion LLC
4. Funds transferred are expected to meet the three months station operating expenses per FCC License transfer rule
5. Green Lion LLC agrees with the receipt of the Socorro Community LLC bank account and funds, to continue station operations.
6. Green Lion LLC expects to receive all equipment and station without liens or judgments against.



7. Transfer of the radio ownership was announced May 4th during Sunrise Socorro Broadcast and transfer notification will be set in the El Defensor Chieftain in complying with FCC change of ownership requirements
8. Mr. Janca will work with Mr. Edmondson to file the FCC paperwork for FM Broadcast license ownership transfer.
9. Mr. Janca will work with Mr. Edmondson starting May 2nd to continue existing morning programs, audit and inventory station equipment, facilities and services before ownership transfer.
↑
10. Mr. Janca will prepare for transport and relocate all equipment and studio assets to Green Lion's location at 830 Highway 60 and integrate and verify operation by May 31st closing date or upon finalization of sale.
11. All station equipment and materials will be vacated from 1408 Springs Street by May 31 2017 and full time station operations will begin at 830 Highway 60 on June 1st
12. Green Lion will assume ownership and operation on June 1st 2017.

Transferred control and ownership as of June 1st 2017

1. Rivendell Station Automation Software and 3 audio media servers
 - a. 2 on M-Mountain —
 - b. 1 at the Station ↙
2. Natural Log Software SN33188 by Natural Broadcast Systems with current computer.
3. All fixed radio station transmitters, audio processing and station equipment to include station computers and single printer.
4. All Remote/Mobile broadcast mixers, audio processing and portable equipment
5. \$5000 bank balance for operational expenses only no personal draws or salary to be taken to fulfill current contract traffic obligations and continue station operations.
6. Current annual contracts to be honored through contracted term by Green Lion LLC.
 - a. 1st State Bank
 - b. Presbyterian Socorro General Hospital
7. May effort to fulfill or secure orders from
 - a. Sonic ~owner,
 - b. Ambergare ~
 - c. City of Socorro ~ ~~OPCGDW~~
 - d. City of Albuquerque ~~OPCGDW~~
8. Leases for M-Mountain Site remain in perpetuity of their currently agreed upon terms of \$363.00 a month or as negotiated in partnership with New Mexico Tech.



9. Current internet service remains in effect through December 2017 and present wireless link transitions to 830 Highway 30 which obligates Green Lion LLC through transfer of ownership to the \$321.07 a month through station earnings. Green Lion will pursue the technical aspects of a seamless system cut-over from 1408 to 830 for station equipment.
10. WordPress WebSite and Domain --administrative user name and passwords
11. Facebook Account -administrative user names and passwords.
12. 3 Current phone numbers for Mine Country
 - a. 575-835-2382 Main ✓
 - b. 575-835-8946 Call In ✓
 - c. 575-835-2295 Interview ✓
13. ZipWhip text to phone line service at \$100 month will remain active presently
14. Continuation of the Station PO 949 address for Station Business.

Sales Agreement Contingencies

- 1) Transfer of station and sale price is contingent on inspection and satisfactory resolution of audit findings. —
- 2) Transfer of station is contingent on securing favorable financing
- 3) Transfer is Contingent upon FCC approval of the ownership transfer

Signatures indicate both parties' acceptance and agreement to the terms of this written purchase agreement. All agreements are contained herein in writing and no other verbal agreements are expressed or implied.

Steve Edmondson 5-8-2017
Steve Edmondson Date
Executor
Socorro Community
Radio LLC

T. Reese Janca 5-8-2017
T. Reese Janca Date
Executor
Green Lion LLC



Mine Country 102.1 - KYRM

April 25, 2017 - ☺



As you heard on this morning's Sunrise Socorro Mine Country 102.1 is now for sale. Owner Steve Edmondson very much wants to see that the station continues to be Socorro's Hometown Station. You can do your part to keep the station open and local by showing your support for the station and here are a couple of ways that you can do that. First, in the comments box of this post type in "Support Local Radio!". Secondly, please text "Support Local Radio!" to 575-835-8946. If you can do one or both of these it will help show potential owners how much the station is valued in the community. If you want to be able to hear Socorro High School sports live you need to show your support now. If you want a station that reports on community issues and events show your support now and help convince potential local owners that this station is of value to you. This is your opportunity to influence the future of local radio here in Socorro! Please share this post with others that want to keep a local radio presence in Socorro.

Email Exchange 5-22 & 23-2017

Janca Fails to Get Financing and 1st Sale Offer Dead

"One-Oh-Two". The mayor's name is pronounced "Bass-Ker" not "Ba-Shear". In the report you talk about Mr. Romero, but don't say who Mr. Romero is. On the youth employment you don't identify that it is the City's Youth employment program. If this is going to be your only news update for the day you don't want to say good morning. Even if you plan to do a second update to run from 1p-7p this one will run at noon, so it will no longer be morning. When you closed you said that it was a Mine Country Update rather than a Mine Country One-Oh-Two-One update and you said "I Reese Janca on One-Oh-Two-Point-One" rather than One-Oh-Two-One. Again, it is about staying consistent with your branding. My suggestion is to open with something like "I'm Reese Janca with your Mine Country One-Oh-Two-One news update" and close with something like "I'm Reese Janca and this has been a news update on Mine Country One-Oh-Two-One, Socorro's Hometown Station!" The story selection is good, but I would suggest just trying to do 2 stories per update and slowing down a bit and making sure to give details like saying Councilman Peter Romero and identifying that you are talking about the City's Summer Youth Employment Program.

Second, don't worry about Sonic I have taken care of that issue.

Third, very disappointing news on purchasing the station. I do not want you to change the license over to you under these conditions. Without control of the FCC license the station is worthless to me. I will consider your new offer, but it will now have to be considered along with other offers that may be made by others that have expressed interest in purchasing the station. We had an agreement on terms that I was committed to keeping and I did not consider any other offers as I promised. With that agreement being broken I believe I am ethically cleared to consider other offers that might be available. As stated earlier I will still consider your new offer, but if there is a better one available I will take it. At \$500 a month it would take nearly 7 years for you to pay \$41,000 and I would prefer not to drag things out that long. I would also have to raise the price some to make up for the risk of inflation. Maybe you can find someone in town to partner with you on this endeavor so that we can maintain the original agreement that was made. **I will still honor that agreement if you get back to me before I make an agreement to sell to someone else. Otherwise, you will be competing in an open market with the best offer winning.** No hard feelings, I just have to try to make the best deal I can at this point. If anything changes let me know. Please finish out the week on Sunrise Socorro and if nothing works out I will just suspend the program for the time being. Also, please return anything that was removed from the studio.

Edmondson's Intention and Urgency to Sell KYRN 102.1FM after accepting a job out of the community of coverage

Bill Pace K5MXQ Amateur General Class Operator

Tom Janca KD7GSB Amateur Extra Class Operator



47 CFR 73.3540

(a) Prior consent of the FCC must be obtained for a voluntary assignment or transfer of control.

(b) Application should be filed with the FCC at least 45 days prior to the contemplated effective date of assignment or transfer of control.

From: Steve [mailto:steve@minecountry1021.com]

Sent: Friday, April 21, 2017 10:23 AM

To: Rob Moore

Subject: Station Status

Rob,

I will be sending you a summary of the last year (2016) for KYRN in a few days. It was a difficult year because of several equipment problems, which reduced profit substantially. I have realized more and more that the one-man radio station model is not sustainable. My plan was to make some changes and try to find a buyer for the station in a couple of years, but that plan has changed with a recent turn of events. I recently interviewed for a job as basketball coach and athletic director at a small Christian college in Iowa and I have been offered the position, which I plan to accept today. As a result I am going to begin looking for a buyer for the station immediately. I would love to keep the station locally owned and operated, but I don't know how many buyers there are in this market. Do you have any suggestions on where to go from here?

Steve Edmondson
KYRN-Socorro, NM

Press Release sent to Scott Turner on 4/24/2017 announcing the Sale of Mine Country KYRN 102.1 FM published in the El Defensor Chieftain on 4/27/2017.

On Jun 12, 2017, at 03:09 PM, steve <steve@minecountry1021.com> wrote:

Doug,

With my impending move to Iowa the sale of the station is really quite urgent and I need to have things moving pretty quickly. I need to know what kind of time frame you are looking at in getting this process completed so that I can make some decisions on how to proceed. I am not intending to make this a high pressure sales situation, but my situation is becoming urgent.

Thanks,

Steve Edmondson

From: Steve [mailto:steve@minecountry1021.com]
Sent: Tuesday, June 13, 2017 5:23 PM
To: David Huskey
Subject: KYRN Sale

David,

Unfortunately the local buyers have both failed to follow through on their intentions to purchase the station. I am still trying to work out some kind of deal with them, but based on recent experience I don't have a great deal of faith that I'll be able to work anything out with them. I do have 2 out of state inquiries into the station, but they will be at least couple of months down the line from making any type of purchase. Do you have any ways that you can help attract potential buyers? I would love to have someone local purchase, but at this point I just need to get it sold. Is there any possibility that the FCC would allow someone to take the license and move it to somewhere nearby like Belen or Los Lunas? If moved to one of those towns it might still be able to serve Socorro, but have access to a much bigger audience in Los Lunas and Belen combined. I am open to any suggestions that you have that might help move this process along and be more profitable for everyone.

Steve Edmondson
KYRN-Socorro, NM

steve

Sent: Monday, July 10, 2017 7:52 PM
To: Kristy Padilla [kpadilla@socorronm.gov]

Kristy,

Tom Janca is in the process of buying the station and he is currently running the station. You can contact him at 575-260-4870 / 575-835-7144 / tjanca@gmail.com, greenlion@greenlionairservices.com. All invoices through the month of June still be sent to Socorro Community Radio. The invoice for the month of July will be paid to Tom. Let me know if you have any questions.

Steve Edmondson



From: Steve [mailto:steve@minecountry1021.com]

Sent: Friday, April 21, 2017 10:23 AM

To: Rob Moore

Subject: Station Status

Rob,
I will be sending you a summary of the last year (2016) for KYRN in a few days. It was a difficult year because of several equipment problems, which reduced profit substantially. I have realized more and more that the one-man radio station model is not sustainable. My plan was to make some changes and try to find a buyer for the station in a couple of years, but that plan has changed with a recent turn of events. I recently interviewed for a job as basketball coach and athletic director at a small Christian college in Iowa and I have been offered the position, which I plan to accept today. As a result I am going to begin looking for a buyer for the station immediately. I would love to keep the station locally owned and operated, but I don't know how many buyers there are in this market. Do you have any suggestions on where to go from here?

Steve Edmondson
KYRN-Socorro, NM



Iowa Department of Public Health
Promoting and Protecting the Health of Iowans
Bureau of Professional Licensure

Home	License Detail									
General Public - No Sign In Required	Public License Search Details									
	Certificates	License Number	Board	License Type	Address	Status	Issue Date	Expiration Date		
		088141	Physical and Occupational Therapy	Physical Therapist	1015 ROCKDALE RD DUBUQUE IA 52003 USA	Active	08/21/2017	02/15/2021		
Licensing Services - Sign In Required	People Details									
Sign In	Description	First Name	Middle Name	Last Name	Establishment Name	Address				
Create an Account	Applicant	Melissa	Dawn	Edmondson		1015 ROCKDALE RD DUBUQUE IA 52003 USA				
Help	License Info									
	Info Description					Value				
	Actions									
	Disciplinary Action									
	No									
	File a Complaint									
	Back:									
	Bureau of Professional Licensure Bureau Phone #: (515) 281-0754 Fax #: (515) 281-3121									

Emails Between Edmondson and Janca (June 18, 2017-June 26, 2017)
Dealing with Janca's Ability to Fulfill the Financial Requirements of the
June 16, 2017 Sale Agreement

Tuesday, June 20, 2017 8:31 AM

Good morning Steve,

We are negotiating with the lender regarding terms. I have a phone call with them at 11am today. We have also found a buyer for our home in Reserve.

I think you are going to need to trust me. I really think the equipment needs to move this week and I don't think between your schedule and the time it will take to get everything processed that we can make it happen but we will make it happen.

What you don't know is that with New Mexico Tech giving management of the M-Mountain site lease to NM Department of IT (NMDoIT) in about 2014, that NMDoIT is charging an incredible amount above the State site lease to chase users like Socorro Amateur Radio Association and KYRN off that site which is why making improvements to that site meet with no response or aggressiveness. Given discussions with those who work with Joe and Joel, they are just itching to shut the site off and remove the equipment forget making improvements and reaching compromises.

I need to move the equipment before I go to California early Sunday morning and return on the 30th. The Sunrise Socorro program needs to start up again July 1st along with news and other activities you were doing.

Please give this some thought, I am not going anywhere and the community needs a local radio station.

Best regards,
Reese

Tuesday, June 20, 2017 11:27 AM

Okay, I am going to take tomorrow off to move the equipment. I think I can get it done in a day. I need to talk with Brad and make certain he is good on his end with the internet. What I want to do is take possession of the equipment and return Sunrise Socorro to air the week of July 3rd. I want to resume scheduling interviews creating news updates and being able to sell ad spaces. I intend to use the early morning hours to learn the equipment. I also need to backup and update everything that hasn't been updated. Currently, I am understanding it will take a week to three weeks to get the funds once all the paperwork is signed. I have given you a \$1000 and will give the \$25k deposit by the 15th of July that should take care of the deposit and first payment as agreed. I will then begin in August making monthly payments.

Exhibit 4

Emails Between Edmondson and Janca (June 18, 2017-June 26, 2017)
Dealing with Janca's Ability to Fulfill the Financial Requirements of the
June 16, 2017 Sale Agreement

What I need from you

An email account for minecountry to begin soliciting and communicating with clients.

I need your list of contacts for NM Tech, Socorro Electric and Internet Service.

I need a printed copy of usernames and passwords for Rivendell, Natural Log and doing remote connections with Telos.

(What access information do I need to login remotely to control, operate and remote broadcast)

I need the mailbox key.

I need to know what bills are due for July at the first of the month for the station.

I would like to know who you use for printing t-shirts, posters and Mine Country material.

Reese

Tuesday, June 20, 2017 12:18 PM

Steve,

Think of it this way, I will manage the station to our mutual best interest until the sale is consummated between us which will be within the month.

I need to be your manager until I become the owner. Can you make that happen?

Please also give me the ability to move your Century Link phone lines to 830 Highway 60 so we don't lose those numbers.

Or you can have them move them. As long as they get dialtone to the demarc, I can wire the interior phone lines.

Back to work

Reese

Monday, June 26, 2017 9:20 PM

Reese,

My understanding was that you were going to call me regarding how we want to proceed with transferring the station to your control. My preference would be to have Greenlion do business as KYRN Mine Country 102.1 and have Socorro Community Radio stay separate and shut down once all accounts receivable are collected, hopefully by August 1. If that is the case I will need to get the checks and write one to you for \$3000 dollars help you start with some cash to get started. I will write you that check as soon as the \$25000 down payment is made. When do you expect to get the funds to cover that? Please call me to discuss these matters if possible. Tomorrow will be my last day in Socorro as we are planning to leave for Dubuque early Wednesday morning. I also need to get the key to what was the radio studio back. Maybe there is a time tomorrow where I can meet Kaarin and get the checks and the key. Let me know.

Thanks,

Steve

Exhibit 4

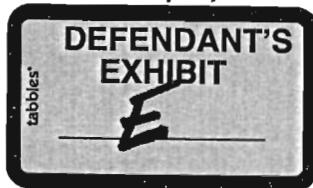
Email Exchange July 6 and 7, 2017

Janca won't be making \$25,000 down payment

Station

Inbox

Reese Janca e-mails related to Mine Country 102.1



T. Reese Janca <greenlion@greenlionservices.com>

Jul 6,
2017, 7:16
AM

to me

Good morning Steve,

Here is the best way for us to proceed and if you agree we will proceed.

Close out the Socorro Community business account with First State Bank and take the \$3000 balance as proceeds from the sale. I have \$10k in capital I can get you plus a monthly payment the week of the 17th. I have operating capital that can keep the station going and make the repairs and updates that need to be made to the station over the next couple of months. Currently, less than 10% of the stations inventory is sold and most of the annual contracts you have already collected on. The sales I am working on will come directly to the new business so I won't need the Socorro Community account.

If you take the \$3k in the account, \$2k in June and July monthly payments and an additional \$10k deposit this month that will give you \$15k toward the sale. I will continue you making monthly payments and give you another lump sum payment by October of \$10k which will give you the deposit you are seeking. This will allow me more funds with which to repair the station assets, acquire new ad business and promote the station.

I have the new phone lines being installed today and will be taking time off of work to really make some progress in what needs to be done, if you agree with the plan.

If this doesn't work for you, I will need to know if you want to keep the station broadcasting or if you want to put everything in storage. I know by all the feedback I have received and what I know to be true that a local radio station is treasured by the community and having a member of the community operate it is important to people. I have already given a lot for the cause but can't bury myself knowing what needs to be done to keep it on air and serving the community. I know I have helped you with your urgency and keeping it viable as a radio station.

Will you work with me? I need to know so I can plan for whatever future lies ahead and you as well.

If you agree, send me your new mailing address where I can send payments and we can go forward.

Exhibit 6

Email Exchange July 6 and 7, 2017

Janca won't be making \$25,000 down payment

If you disagree, let me know if you want to keep it on air or place it in storage. I can then quote you a monthly operating fee for a remote station or get a labor quote to put it in storage facility here until you can sell it.

As I warned you in May, the M-Mountain site is vulnerable to lightning, running hotter than is good for the transmitter and as you know the ITC staff at tech has been unresponsive. Anecdotal evidence from talking with listeners confirms my suspicion as well that coverage is impaired.

Best regards,

T. Reese



Steve Edmondson <sle434@gmail.com>

Jul 6, 2017,
11:12 AM

to Reese

Reese,

I would prefer to maintain the terms you drew up and had agreed to, but I will accept the new ones. The reason I was going to leave you \$3000 was to let you have the money that came from 1st State Bank and Socorro General Hospital for spots that have yet to run and give you some capital to cover immediate operating costs. However, if you prefer you can choose make that money part of your payment. We need to transfer billing for the phones, music licensing, etc. to you. Currently, Centurylink, the bank internet service, Zipwhip, and ASCAP fees are among things that are auto deducted from the SCR account. Have you made arrangements for 1st State and Centurylink to bill you for their services? If you want to keep Zipwhip you need to let me know and we need to make arrangements to have the billing switched to your accounts, otherwise I will just end it.

Unless something has changed since last Wednesday afternoon, when we left Socorro, the coverage seems to be the same as usual. I drove from Albuquerque and Belen within the last 2 weeks several times and I did not notice any difference in the coverage from what it has been over the time I have owned the station. You need to replace the production computer, as I had told you long ago, due to its outdated operating system. I believe the Natural Log computer is functional for now. I think some of the problems I had accessing it were due to issues on this end rather than with the Natural Log computer. I'm sure there are other improvements that can be made, but I don't think most are urgent. I could be wrong.

I have to admit I am a bit frustrated because you keep making agreements and then pulling away from them. I keep making plans based on these agreements, that I note you drew up, and then you decide you need to change them. I my hope from the

Billing change for KYRN

Steve

Sent: Saturday, July 08, 2017 5:58 AM AFTER ACCEPTING NEW TERMS THE DAY PRIOR HE ENDS AUTOMATIC BILL PAY FOR MUSIC LICENSE
To: pblank@ascap.com WHICH REQUIRES THE FCC TRANSFER BE FILED.

I am,

I sent an e-mail to Timothy on this, but wanted to make sure it was received quickly. Please immediately stop the automatic billing for KYRN-FM in Socorro, NM. Please just send the monthly bill to P.O. Box 949, Socorro, NM 87801.

Thanks,

Steve Edmondson



10/4/2018, 10:11

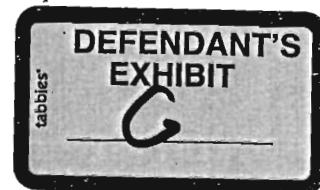
8/1/2017 Email Exchange with Janca-Conditions to move forward
(I don't work for you)

Conditions to move forward

Inbox



Steve Edmondson <sle434@gmail.com>



Aug 1,
2017, 2:56
AM

to reese, Reese, Janca

Reese,

I have attached a set of conditions that will need to be agreed to and followed if you wish to proceed with the purchase of the station. This a final attempt to work with you in purchasing the station. For this to work there has to be some structure and accountability in place and I believe these conditions provide that in a fair manner. If you choose to reject these conditions then I will make other arrangements, including the possibility of simply shutting KYRN down. That would be most unfortunate, but because of the way you have strung this process out it may be unavoidable. Let's hope not. I will look forward to your response.

Attachments area

Reese <Reese@minecountry1021.com>

Aug 1, 2017,
12:06 PM

to me

Good morning Steve,

I will look through your letter but nothing has been strung out. It is moving forward weekly in a progressive manner otherwise it would already be shut down. Thanks to my work and time it is growing again and new buds are forming.

Please try to bolster your faith, have courage, don't panic and trust in God to see us through. I don't work for you and have taken numerous personal hours from my job to get things done while maintaining an income very important presently to the successful outcome of this exchange.

Only 4 weeks have passed and each week new things are accomplished and old business is resolved and new understandings are reached.

I will let you know what Cenutry Link says because that should have been transferred in July when I scheduled the service move but you know sometimes things happen.

See if you can find things to be grateful for.

Peace be with you,

8/1/2017 Email Exchange with Janca-Conditions to move forward
(I don't work for you)

Reese

Mi radio, su radio, on the range working the waves!

> <Conditions for the Sale of KYRN.docx>



Steve Edmondson <sle434@gmail.com>

Aug 1,
2017, 1:52
PM

to Reese

You are not the owner of KYRN! If you keep going the direction you are going and failing to speak with me, you will never be the owner of KYRN. Please don't send me anymore sob stories about the work you are doing. You chose to manage the station until you could get the funds to purchase it. Those were your words and I have it documented. So, yes you do work for me. I have been way more patient with you than I should have been. I also don't need your pseudo-spiritualism. I have great faith in God and know he will see me through, but that doesn't mean I have to be foolish in trusting a man who will not speak with me, has failed to honor his word on numerous occasions, and is taking money that does not belong to him. I have tried to make accommodations for you and work with you and have been rewarded with nothing but empty promises. It is funny that you tell me to have courage and you don't even have the courage to make or return a telephone call. Finally, you say it has not been sprung out and it has only been 4 weeks. No, it goes back to May 1st when you made your first agreement to purchase the station. That is 3 months dealing with the drama of you making and breaking commitments. If you do not communicate with me I will begin taking steps to recover my equipment and seek other options for keeping the station going or it may be that the station will just have to shut down which would be unfortunate. Call me at 563-587-9245 after you finish your KYI interview, I will be available.

Reese <Reese@minecountry1021.com>

Aug 1,
2017, 3:59
PM

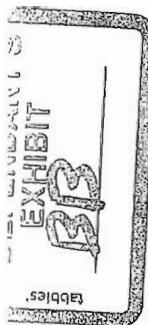
to kkerrg@gmail.com, me

Steve,

You seemed to need to vent and be angry. I am making no sob stories. I have been working today on the phone getting the internet and phone accounts squared away for you.



From: Michael Wagner [Michael.Wagner@fcc.gov]
Sent: Tuesday, February 27, 2018 8:11
To: Reese
Cc: Karen Workman; Annette Smith
Subject: FW: 314 Transfer Question with March 1st Deadline



Mr. Janca:

Karen referred your inquiry to me for response. We are very glad you asked the question when you did, as there appears to be a fairly serious violation of the Communications Act and the Commission's Rules occurring from the scenario you describe.

With respect to the question regarding the March 1 deadline for transitioning to the online public inspection file, any and all public file obligations rest with KYRM's current licensee of record, Socorro Community Radio, Inc. But that is the least of your worries.

It appears that you have been in control of and running the station since July of 2017, but you and Socorro have not filed for or received Commission approval for you to own or control the station. That alone constitutes a violation of Section 310 of the Communications Act and Section 73.3540 of the Commission's Rules, because no license is to be transferred, assigned, or disposed of in any way without the FCC's prior approval. You and Socorro are both jointly and severally liable for the violation, you because you assumed control of the station without Commission approval, and Socorro because it ceded control to you without Commission approval.

My advice to you, and I strongly suggest that you heed it, is that you cease operating the station IMMEDIATELY and work with Socorro to get the necessary FCC Form 314 on file:

<https://transition.fcc.gov/Forms/Form314/314.pdf>

You will need to work together; because there is a section for both the seller (Socorro) and the buyer (you). I also caution you that Socorro should refund any purchase price you have paid, because the Commission will not approve an assignment application if the entire purchase price has been paid before we even see an application. If Socorro drags its feet, consider legal action in a local court for specific performance to compel Socorro to cooperate in filing the application; the Commission does not get involved in private contractual disputes. But as of right now, you and Socorro are looking at a possible fine running into the thousands of dollars -- the base forfeiture amount for an "unauthorized transfer of control" set forth in the Rules is \$8,000 -- and you should handle this right away.

Understand that I am not threatening to send the Commission's Enforcement Bureau field staff out to KYRN(FM), but if one of the FCC's inspectors were to stop by, it would not end happily for either you or Socorro.

Please cease operation of the station until we have granted the necessary Form 314, and it would be a good idea to make that Form 314 filing as "plain vanilla" as possible.

Sincerely,

Michael Wagner
Assistant Chief, Audio Division
Media Bureau
(202) 418-2775

RE: FCC Question

Denver Plett [DenverP@avenueradio.com]

Sent: Monday, March 20, 2017 9:06 AM

To: steve

I believe you can file for it here:

<https://apps.fcc.gov/oetcf/els/forms/STANotificationPage.cfm>

However, I would highly recommend you contact and pay an FCC Attorney to file this for you.

Thanks,

Denver Plett | Engineer & IT Administrator | 91.1 The Avenue

p: 920.271.2700 x 403 e: DenverP@avenueradio.com

From: steve [mailto:steve@minecountry1021.com]

Sent: Monday, March 20, 2017 9:48 AM

To: Denver Plett

Subject: RE: FCC Question

How do I go about filing for an STA?

From: Denver Plett [DenverP@avenueradio.com]

Sent: Monday, March 20, 2017 8:34 AM

To: steve

Subject: RE: FCC Question

Yes, you should probably file for a STA to be off the air.

Denver Plett | Engineer & IT Administrator | 91.1 The Avenue

p: 920.271.2700 x 403 e: DenverP@avenueradio.com

From: steve [mailto:steve@minecountry1021.com]

Sent: Monday, March 20, 2017 9:21 AM

To: Denver Plett

Subject: FCC Question

Denver,

We are having some technical problems that have us off the air, possibly for a 2-3 days. Do I need to inform the FCC of this situation?

Steve Edmondson

Mine Country 102.1-KYRN

Socorro, NM

Send

Options: Plain text

To... Michael.Wagner@fcc.gov

Cc..

Subject: KYRN

From: Michael Wagner <Michael.Wagner@fcc.gov>

Date: Tue, Mar 6, 2018 at 7:33 AM

Subject: RE: Ownership of LLC Change

To: Steve Edmondson <sle434@gmail.com>

Mr. Edmondson, that is an easy one.

The FCC absolutely positively without question would need to grant prior approval for the change in ownership of an LLC that holds a broadcast station license before that ownership change can occur. That would be what's called a "transfer of control" in Commission parlance, and the licensee would seek Commission approval by filing FCC Form 315 (electronically, through the CDBS electronic filing system).

<https://transition.fcc.gov/Forms/Form315/315.pdf>

https://licensing.fcc.gov/prod/cdb5/forms/prod/cdb5_ef.htm

where is the 315 form 2014

Michael Wagner
Assistant Chief, Audio Division
Media Bureau

From: Steve Edmondson [mailto:sle434@gmail.com]

Sent: Monday, March 5, 2018 5:30 PM

To: Michael Wagner <Michael.Wagner@fcc.gov>

Subject: Ownership of LLC Change

Mr. Wagner,

If an LLC is the holder of an FCC license and the control of the LLC changes to a different person would the FCC need to approve that as a change of ownership of the license? I guess the question is this: Is the license owned by the LLC or the individual members of the LLC so that if the membership in the LLC changes the FCC would consider that a change of ownership of the license and therefore need to approve such an action? Thanks for your assistance with this question.

Steve Edmondson

Socorro Community Radio LLC
KYRN 102.1 Socorro, NM

Email Exchange 3-6 and 7-2017
With FCC Concern Change of LLC Ownership

KYRN

Inbox



Steve Edmondson <sle434@gmail.com>

Tue, Mar 6,
2018, 4:07 PM

to Michael

Mr. Wagner,

I am writing you again because I need you to clarify things regarding KYRN in Socorro, NM. As you remember last week Mr. Reese Janca contacted you regarding the situation there and I believe he probably misrepresented things, but that is not the issue at this point. He seems to think that if I just immediately assign him full control of the LLC that holds the license that he is okay to continue on the air without shutting down. You advised him last week to stop operating immediately as he is putting both he and I at risk of regulatory fines. He has not done so in spite of numerous requests from my lawyer and I to do so. Is he correct that there is no need for him to go silent if he just assumes control of the LLC and the 315 form is completed? I do not believe this is correct. I am sorry to keep pestering you, but I trust your guidance to try to get this situation corrected as quickly as possible.

Thanks,

Steve Edmondson

Socorro Community Radio
KYRN 102.1 Socorro, NM

Michael Wagner <Michael.Wagner@fcc.gov>

Wed, Mar 7,
2018, 7:55 AM

to me

*Edmondson liable for
all expenses for failing to
transfer*

Mr. Edmondson:

I cannot address your specific circumstances, as I cannot prejudge any cases. What I can tell you is that the licensee of a broadcast station remains responsible for every second of airtime on that station, and even if it enters into a programming agreement pursuant to which another person or entity provides programming for the station, the licensee must retain indicia of control of the station (control over station personnel – having its own employees on payroll – programming – having the right to pre-empt or reject the programmer's offerings – and finances – paying all station expenses up front, although it can be reimbursed for them by the programmer. If the agreement does not retain enough indicia of licensee control, then the agreement itself can constitute an unauthorized transfer of control from the licensee to the programmer.

**Email Exchange 3-6 and 7-2017
With FCC Concern Change of LLC Ownership**

With respect to the implementation of the agreement, you can see where this is going. The Licensee must in fact retain control of the facility. The station is owned by the licensee, who has full responsibility, and not by the programmer. It is not the programmer's station.

Control must remain with the Licensee until the Commission GRANTS an application for transfer of control on FCC Form 315. Period.

That is all I can tell you, and I cannot get into your specific fact situation. I can be of no further use to you, I don't think.

Michael Wagner
Assistant Chief, Audio Division
Media Bureau



Steve Edmondson <sle434@gmail.com>
to Michael

Wed, Mar 7,
2018, 8:03 AM

Mr. Wagner,

I am very appreciative of your professionalism in this matter and the information provided. Thanks so much for you time.



Media Contact:

Janice Wise, (202) 418-8165

janice.wise@fcc.gov

For Immediate Release

FCC ELIMINATES MAIN STUDIO RULE

Action Will Further Reduce Regulatory Burdens and Costs for Broadcasters

WASHINGTON, October 24, 2017—The Federal Communications Commission today eliminated the broadcast main studio rule. The Order retains the requirement that stations maintain a local or toll-free telephone number to ensure consumers have ready access to their local stations.

The main studio rule, adopted nearly 80 years ago, currently requires each AM radio, FM radio, and television broadcast station to have a main studio located in or near its local community. The rule was implemented to facilitate input from community members and the station's participation in community activities.

The Commission recognizes that today the public can access information via broadcasters' online public file, and stations and community members can interact directly through alternative means such as e-mail, social media, and the telephone. Given this, the Commission found that requiring broadcasters to maintain a main studio is outdated and unnecessarily burdensome.

Elimination of the main studio rule should produce substantial cost-saving benefits for broadcasters that can be directed toward such things as programming, equipment upgrades, newsgathering, and other services that benefit consumers. It will also make it easier for broadcasters to prevent stations in small towns from going dark and to launch new stations in rural areas.

Action by the Commission October 24, 2017 by a Report and Order (FCC 17-137). Chairman Pai, Commissioners O'Rielly and Carr approving. Commissioners Clyburn and Rosenworcel dissenting. Chairman Pai, Commissioners Clyburn, O'Rielly, Carr and Rosenworcel issuing separate statements.

MB Docket No. 17-106

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Office of Media Relations: (202) 418-0500
ASL Videophone: (844) 432-2275
TTY: (888) 835-5322
Twitter: @FCC
www.fcc.gov/office-media-relations

This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC, 515 F.2d 385 (D.C. Cir. 1974).



Green Lion Media
830 Highway 60
Socorro, NM 87801

The Filosa Law Firm
501 Main Ave
Truth or Consequences,
NM 87901

January 22nd, 2018

Good Day Mr. Filosa,

The Board of Directors for Green Lion Media, LLC has met and agreed to the following to conclude the sale between your client Steve Edmondson and Green Lion Media, LLC for the purchase of Socorro Community Radio, LLC and the KYRN license as early as possible.

Since of July 2017, Green Lion Media, LLC has made 7 monthly payments to Mr. Edmondson towards the agreed upon purchase price for the Socorro Community Radio and the KYRN license (\$40,000). As of today, the total amount of these payments is \$16,969.68 and the remaining due for purchase of the station and license is \$23,030.32.

Green Lion Media, LLC will pay an additional \$4,000.00 as an incentive for Mr. Edmondson to conclude the terms of the sale expeditiously.

Green Lion Media, LLC would place a total of \$27,030.32 into an escrow account upon acceptance of this offer until the sale between Green Lion Media, LLC and Steve Edmondson is finalized.

As the Chief Executive Officer for Green Lion Media, LLC, please notify T. Reese Janca in writing through email or US postal service by Friday the 26th of January, 2018 as to the acceptance of these terms to conclude the sale of Socorro Community Radio with the KYRN license.

We look forward to your response and bringing this sale to a conclusion.

Thank you

A handwritten signature in black ink, appearing to read "T. Reese Janca".

T. Reese Janca CEO
Green Lion Media, LLC
830 Highway 60
Socorro, NM 87801

January 29, 2018



Mr. Edmondson,

Thank you for the acknowledgement of Green Lion Media LLC, 8th on time payment for the purchase of Socorro Community Radio with the KYRN license entered with your signature on May 8th. See following documented payment history.

Since you are asking for no further payments to be made to you at this time on the advice of your attorney, would you please confirm?

A) The Station and License have been paid in full by your refusal of any further payments being fully compensated.

B) The 3rd offer since October to conclude the sale made to Steve Edmondson's attorney Mark Filosa on the 22nd of January at 4pm has been accepted and your attorney is establishing an escrow account to give you time to finalize a sale since you are a full time employee of Emmaus Bible College in Dubuque Iowa and no longer a resident of Socorro, New Mexico.

Given the following email was received Friday January 26 2018 at 1:27pm and your attorney Mark Filosa or yourself did not answer directly our request for an answer to conclude the sale between us by Friday at 5pm regarding our offer and your email that day was unclear. Please provide a direct answer to T. Reese Janca by 9am January 29, 2018 so Green Lion Media knows how to proceed to your "Complaint for Money Due and Repossession" with the State of New Mexico Seventh Judicial District Court County of Socorro. NO. D-721-CV-2017

Sincerely,

A handwritten signature in cursive ink that reads "T. Reese Janca".

T. Reese Janca
CEO

Green Lion Media LLC
P.O. Box 949
Socorro, NM 87801

Mr. Edmondson's email received 1/26/2018 at 1:27pm

"Mr. Janca,

Please do not make any further transactions to the SCR bank account without getting permission from me first. I gave you access to make deposits only for checks written to SCR by sponsors, which you failed to do on a number of occasions. I will leave the deposits you made in the account for now on the advice of my attorney, but do not access the account again without permission.

Thank you,

Steve Edmondson
Socorro Community Radio"

January 29, 2018



Verified payment history received and acknowledged by Steve Edmondson documented by Green Lion Media LLC for the purchase of Socorro Community Radio with KYRN FM radio license on May 8th 2017 and consummated with payments accepted for station purchase.

Initial June Payment	\$1,000.00
July 18th Payment	\$5,000.00
August 15th Payment	\$5,000.00
September 15th Payment	\$2,636.36
October 15th Payment	<u>\$833.33</u>
November 15th	\$833.33
December 15th	\$833.33
January 15th	\$833.33
Station Payments Paid to Date	\$16,969.68

SUPPORTING

ARGUMENTS

FOR

Summary

Judgment

Summary judgment may be proper even though disputed issues remain, if those issues are not material. *Tapia v. Springer Transf. Co.*, [1987-NMCA-089](#), [106 N.M. 461](#), [744 P.2d 1264](#).

Where summary judgment motion is made solely on pleadings without supporting affidavits, it serves the same function as a motion for judgment on the pleadings. *Matkins v. Zero Refrigerated Lines*, [1979-NMCA-095](#), [93 N.M. 511](#), [602 P.2d 195](#).

Summary judgment distinguished from motion to dismiss. — A summary judgment amounts to more than a motion to dismiss for failure to state a claim upon which relief may be granted; it is by its own terms a final judgment. The court goes beyond the allegations of the complaint and determines whether a claim can in reality be supported on the grounds alleged and whether a controversy as to an issue of fact exists as to the statements of the complaint. *Rekart v. Safeway Stores, Inc.*, [1970-NMCA-020](#), [81 N.M. 491](#), [468 P.2d 892](#).

Summary judgment improper where plaintiff established a question of fact as to lessor's duty to repair leased equipment. — Where plaintiff injured himself while exiting a commercial truck that plaintiff's employer had leased from defendant, and where defendant, who retained the right to inspect his leased vehicles, was specifically informed that the step of the truck was broken, the district court erred in granting defendant's motion for summary judgment, because plaintiff's affidavit testimony established a question of fact whether defendant had notice of the defect, and thus whether it owed and breached a duty to properly and adequately repair the defective truck step. *Hernandez v. Grando's LLC*, [2018-NMCA-072](#).

Denial of motion not reviewable after final judgment on merits. — A denial of a motion for summary judgment is not reviewable after final judgment on the merits. If a summary judgment motion is improperly denied, the error is not reversible, for the result becomes merged in the subsequent trial. *Green v. General Accident Ins. Co. of Am.*, [1987-NMSC-111](#), [106 N.M. 523](#), [746 P.2d 152](#).

Undisputed facts. — In reviewing the summary judgment, the court considers only undisputed facts and determines whether under those facts summary judgment was proper as a matter of law. *Fleming v. Phelps-Dodge Corp.*, [1972-NMCA-060](#), [83 N.M. 715](#), [496 P.2d 1111](#).

NON-
MOVANT'S
RESPONSE

**STATE OF NEW MEXICO
7TH JUDICIAL DISTRICT COURT
SOCORRO COUNTY**

**STEVE EDMONDSON DBA
SOCORRO COMMUNITY RADIO
LLC**

Plaintiff(s)

D-725-CV-201700232

v.

**T. REESE JANCA AND GREEN
LYON MEDIA LLC**

Defendant(s)

**RESPONSE TO THE DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S
AMENDED COMPLAINT FOR MONEY DUE AND REPOSSESSION WITH
PREJUDICE AND GRANT SUMMARY JUDGEMENT IN FAVOR OF DEFENDANT'S
COUNTERCLAIM AND SET EVIDENTIARY HEARING FOR DAMAGES ONLY**

COMES NOW Plaintiff, by and through his attorney Dean Border, and responds to the Defendant's motion to dismiss Plaintiff's amended complaint for money due and repossession with prejudice and grant summary judgement in favor of Defendants' counterclaim and set evidentiary hearing for damages only.

1. On August 30, 2019 this Court ordered that neither party shall be allowed to file Pro Se pleadings in this matter.

2. Based on that Order, Counsel for Plaintiff believed that the Motion filed "Pro Se" by Defendant, Green Lion Media LLC, would not be filed as a pleading in this matter and no Response would be necessary.

3. The Defendant, in his Motion has not provided any basis for dismissing the lawsuit filed by Plaintiff.

4. In support of the Motion for Summary Judgment the Defendant has not filed an Affidavit as required by the rules of Civil Procedure.

5. The Plaintiff denies any factual allegation in Defendant's claim that alleges Defendant's preformed the June 16, 2017 agreement.

6. It is impossible to respond to the allegations completely because the factual allegations are intertwined in legal arguments,

7. Summary Judgment should be denied because there are material factual differences between the parties. — *Identify differences*

8. The Defendant has failed to show that there are no issues of material fact that are in dispute and they also continue to attempt use as evidence materials that the Court has already ruled are beyond the scope of this case. The Court has already ruled that the May 8, 2017 agreement between the parties will not be considered in this case. The Court has also ruled that it has no jurisdiction with regard to FCC rules and regulations and as such will not deal with such matters when presented by the Defendant. It should be noted that the Court denied a nearly identical motion to dismiss on July 15, 2019 on the basis that there were in fact many issues of material fact in this case that are in dispute. There has been no new evidence presented by the Defendant.

9. *relying not cele* The Court ruled that the June 16, 2017 agreement is the only agreement that was presented in the Plaintiff's claim and that the May 8, 2017 agreement has no part in these proceedings, yet the Defendant continues to reference that agreement despite this ruling. —

10. Defendant states that the Plaintiff and Defendant entered into an owner finance agreement on June 16, 2017 to fund the May 8, 2017 agreement. This is a misrepresentation. The June 16 agreement is a wholly separate agreement that is unrelated to the May 8 agreement that was voided due to the Defendant's inability to gain adequate financing. As mentioned previously the Court has already ruled the May 8, 2017 agreement irrelevant to this case.

relying not cele

11. Defendant states that the June 16, 2017 agreement was mutually modified and accepted by both parties. The Plaintiff did reluctantly agree to these modified terms due to the circumstances of being more than 1000 miles away and being unable to go back and reclaim the station assets while just beginning a new job. It should also be noted that the Defendant falsely represented that he had acquired the necessary financing to make the required down payment and that the payment would be made by July 15, 2017 in order to gain possession of the station assets. The station assets were transferred to the Defendant based upon this false representation. Had the Plaintiff known that the Defendant had either failed to gain the necessary financing or simply refused it he would have voided the agreement before transferring assets to the Defendant as had been done with the May 8, 2017 agreement. It should also be noted that after receiving the station assets the Defendant failed to answer emails or return phone calls concerning the completion of the June 16, 2017 agreement and waited until the Plaintiff was out of state for a week before alerting Plaintiff of the inability or unwillingness to make the required down payment, thus limiting the options of the Plaintiff. It should further be noted that the Defendant did not follow through on the modified financial arrangements either. He was to pay \$10,000 by the week of July 17, 2017 and a monthly payment, but instead Plaintiff only received a check for \$5000, well below the promised 10,833.33. (See Defendants' Exhibit E 3rd sentence of Defendant's opening email.)

12. Defendant claims that the Plaintiff repudiated the sale contract on August 1, 2017 but gives no explanation or evidence of such a repudiation of the sales agreement. Defendant provides Exhibit G, an exchange of emails from August 1, 2017, but gives no explanation of how anything within in these emails repudiated the sales agreement. In fact, the Plaintiff was simply trying set forth conditions to have the sales agreement carried out appropriately.

13. Defendant states the obvious fact the KYRN license was material to the sale of the station. However, it is also material that the Defendant was expected follow through on financial commitments and deposit all accounts receivable from advertising that ran on the station prior to July 1, 2017 into the Socorro Community Radio bank account at First State Bank in Socorro. The Defendant did not deposit all such accounts receivable and denied even receiving some such funds for over a month after having deposited some of these funds into Green Lion Media accounts. These funds have never been returned and were a primary reason why this case was brought into the legal arena. This failure to deposit the accounts receivable into SCR accounts as was clearly required in the June 16th agreement are an absolute breach of the agreement. (The June 16 agreement was filed with original complaint and the Court has access to its contents if there is need to review it.)

14. Defendant states that the Plaintiff intentionally materially breached the contract with the intent to benefit but provides no evidence of how the Plaintiff planned to benefit from such a breach other than wild-eyed conjecture. First, the Plaintiff did not breach the contract. Secondly, the Plaintiff stopped accepting payments from the Defendant without having any resolution to Defendants continuing breaching of the sales agreement. Finally, the Defendant accuses the Plaintiff of learning that the FCC rules had changed and made a plan to take back the station so that he could once again operate it. The Plaintiff was unaware of the FCC rules changes until after the first hearing on March 19, 2018 as is proven by an email to Plaintiff's original attorney in this case on March 26, 2018. (See Exhibit 1).

15. Defendant states that Plaintiff refused multiple offers to cure his material breach of contract. Plaintiff was not in need of a cure as he was never in breach.

16. Defendant states that he was denied benefit of legal radio station ownership that he entered into an agreement with the Plaintiff to purchase and was ready, willing and able to complete. However, the Defendant was not ready, willing and able to complete such a transaction and made false material representations regarding his finances in order to induce the Plaintiff into an agreement that the Defendant knew he would be unable or unwilling to fulfill. The Defendant failed to meet the agreed upon financial obligations of the June 16th agreement (and modified agreement as well) and violated the agreement by confiscating accounts receivable that by agreement rightly belonged to the Plaintiff. The Defendant was not qualified to enter into the agreement or have the license transferred and refused remedy the situation though the Plaintiff offered him multiple chances to do so before filing suit.

17. Defendant claims that he was never behind on payment performance, but this is clearly untrue as he was behind from the time, he failed to make the required down payment and never was close to being on schedule until after the lawsuit was filed on December 22, 2017. Aside, from being behind on the payment schedule he also breached the contract by failing to return the accounts receivable that he had confiscated in clear violation of the June 16th agreement. So, there were clear grounds to be filed on December 22, 2017.

18. Prior to the cancelled July 24, 2019 trial, the Defendant was presented in a timely manner request for production, interrogatories and admissions for the purpose of discovery that he did not respond to as required. The purpose of these discovery requests was to provide further evidence to support the claim of the Plaintiff and undermine those of the Defendants. As has been the case throughout this process, the Defendants have demonstrated contempt for the process and the orders of the Court, and it is the hope of the Plaintiff that the Court will sanction the Defendant for this contemptuous behavior. On July 24th the Court ruled that both parties in this case must be

represented by attorneys due to the involvement of their Limited Liability Corporations. Furthermore, the Court on August 30, 2019 Ordered and Admonished both Parties against filing any further pro se motions. Based upon those rulings and orders the Court should refuse to even consider this motion that was filed on behalf of Green Lion Media LLC by its non-attorney manager as such a filing clearly violates the ruling of the Court of Appeals in Martinez v. Roscoe. If however the Court does allow this motion to be considered, it has already denied a nearly identical motion to dismiss on July 15th and the Defendant has not produced in this motion any reason to have a different outcome on this motion and the Plaintiff has demonstrated that, in contradiction of the Defendants' assertions, there are numerous material facts that were presented that are very much in dispute. The Court should most certainly deny this motion and with it denied the call for an evidentiary hearing for damages only is negated. The Court should also sanction the Defendant to the full extent for his failure to respond to Plaintiff's time discovery request and allow no further discovery in this case.

19. If the Court allows Defendant to proceed in this case Pro Se, then the Court should allow Plaintiff to proceed Pro Se.

WHEREFORE Plaintiff, Steve Edmondson, does request the Court to dismiss the Defendant's Motion to Dismiss Plaintiff's Amended Complaint for Money Due and Repossession with Prejudice and Grant Summary Judgement in Favor of Defendant's Counterclaim and Set Evidentiary Hearing for Damages Only.

BORDER LAW OFFICE

A Professional Association
12300 Menaul Blvd. NE
Albuquerque, New Mexico 87112
New Mexico State Bar No. 1088

Phone: (505) 243-6888
Fax: (505) 842-6042

By:


Dean E. Border
Attorney for Plaintiff

CERTIFICATE

I hereby certify that a true and correct copy of the foregoing was mailed to Pro Se Defendant, T. Reese Janca, at P.O. Box 949, Socorro, NM 87801 this 13th day of January, 2020.


Dean E. Border