

MEMO TO: Lee Kent
FROM: Skip St. John (Morath) *Skip*
SUBJECT: Response to your memo dated 3/5/02

D46-1
131-A

Lee,

First of all let me state – I am here to help not hinder you in the anticipated success of WCOO-FM (Cool 105-5).

To reasons known only to you or document a personnel file in order to terminate me, you chose to write these comments and copy Charlie Cohn, General Manager, Don Hallett, Consultant, and my personnel file. I now find it necessary to respond based on my attorney's advice.

I will now waste the following peoples' time: my attorney, Tammie L. Hoffman, the Clekis Law firm, Daniel A. Mendini, Counselor South Carolina Vocational Rehabilitation Dept., Charlie Cohn, Don Hallett, Lynn Martin and probably your time to answer these absurd assumptions and allegations.

First Three Paragraphs

I can see nothing you have done differently with me than any other announcer. It appears that you are unable to accept my employment agreement made with Charlie Cohn and Mike Allen representing LM Communications, Inc. During our meeting on Feb. 26, 2002 (first day back to work), you informed me that afternoon drive was a 7 hour commitment consisting of 2 hours of production, one hour giving out prizes in different locations and a 4 hour air shift. At that time I handed you a doctor's letter stating again that I can only work 2 ½ hours a day. Had you looked in my personnel file, you would have found another doctor's letter with the same information from last June when my employment began at LM Communications, Inc. I felt you did not understand the deal between Charlie Cohn, Mike Allen and me. The deals is:

1. part time status
2. \$699.00 monthly
3. 2 ½ hours a day
4. no weekends
5. 1 week off every 3 months unpaid
6. originally a mid-day shift to keep pressure off me due to three previous strokes
7. time off for doctors' appointments when needed (not needed until my recent hospitalization)

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131-B

Mike and Charlie said they needed help on Afternoon Drive. They promised that if I accepted this slot I would have all the help I needed. They kept that promise and a lot more. Linda Logan was assigned to me on a daily basis and stayed in the control room with me. This assistance was given after the initial training by Mike Allen. Also coming to my aid when needed were Bobby Collins, Ray Lewis, Michael Hanahan and Bruce Musso. That's the reason I'm doing Afternoon Drive. So I requested a meeting with Charlie Cohn. AT 12 noon on 2/27/02 I met with Charlie Cohn and Martha Moore. At this time Charlie and I agreed that we were on the same page and the deal remains the same. Charlie then requested your presence. When you arrived he reiterated the deal and requested that you work with me. So why are we revisiting this in writing since the parameters of my employment were understood and agreed upon?

Paragraphs 4, 5, 8 & 9

I was informing you of these situations to be sure you knew about them as a courtesy since all of these matters had already been approved by my then boss, Mike Allen. To be more specific when the phone was answered at the studio, prior to the remote, I asked if this was Lee. The voice on the other end of the phone said, "yes". I proceeded with the conversation. As you know, I wear hearing aids and don't hear well, especially on the phone and even worse on the cell phone. I wasn't even aware there were 2 different voices on the phone.

Paragraph 6

Under Mike Allen I had 90 seconds on the first and last remote breaks to establish the client, client copy, prizes, food to be served and the end to thank everyone who was involved with the remote. I was simply trying to establish your guidelines for remotes. Lee, even in war, you have rules of engagement. Please publish your rules and give me a copy. I will follow them as my medical condition permits.

Paragraph 7, 12, 13 and 14

I found these comments and timing of same unprofessional by a boss to inform and employee of a major policy change. Five minutes to airtime what I heard you say was that I was doing five breaks at that remote instead of two. I had only prepared for 2 breaks. Please, write out your rules and distribute them. As for Linda and I, we have for the last 8 months been rotating remotes. It was assumed by both of us that we would even up the remotes. If you remember, you and I had a conversation about this 2/26/02. At this time you told me that you would not do remotes, unless a client specifically requests you. You said the remotes were for announcers. If this policy was to be changed, it should have been given to the only 2 announcers at the stations, being Linda and myself. So you also knew about this in advance. As for your concern about losing a client, I

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131-C

am not even in sales and have brought new clients into the station. On my own I made visits with sales reps to secure new clients and I have an excellent repair with all existing clients of our station.

Paragraph 10

My attorneys meeting was set for 30 minutes. I was 30 minutes late on the air as my live air shift runs from 3:00 p.m. to 6:00 p.m. When I spoke to Linda, I simply said, "I would be there as soon as it is over".

Paragraph 15

I have to be on the air for 3 hours because **you told me I had to be**. My business standard of practices of decorum and professionalism have never wavered, not even after another stroke. The only new factors in this equation is you, your rules which are not published, and your desire to shoot first and ask questions later.

Paragraph 16

Not driving company vehicles is a shock to me as I have been doing so for the last 8 months. When I asked you what this was about, you stated company liability. When I attempted to explain, you walked away. Once again, if you asked me or researched this legal aspect, you would have found that I completed a driver recertification program which took 3 months and concluded with a 62 mile road test with three different Virginia State Troopers plus 5 neurologists signing off on my ability to drive. My driving liability and ability is that of a person who never had a stroke. As for telling me I will no longer do remotes that comes down to just plain retribution and punishment, which is not warranted.

Paragraph 17

Once again you are accusing me of asking for special consideration and to quote you "that is not agreeable". Once again, so that you fully understand – here is the deal between LM Communications, Inc. and myself:

1. part time status
2. \$699.00 monthly
3. 2 ½ hours a day
4. no weekends
5. 1 week off every 3 months unpaid
6. originally a mid-day shift to keep pressure off me due to three previous strokes

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131-D

7. time off for doctors' appointments when needed (not needed until my recent hospitalization)

This was reaffirmed, in your presence by Charlie Cohn 2/27/02.

Paragraph 18 and 19

Lee you state that my air performance has nothing to do with my medical condition. **It has everything to do with my medical condition.** You say I have a great deal of work to do. The first thing I need is your rules in writing, before the fact, not after. As for your air check comments. I have never known anyone able to give such in depth critique in such a short period of time. **Your remarks were written on the second day I returned to the air with a new format having been off for 2 1/2 weeks and after suffering a 4th stroke.** It appears you are a mid-level supervisor dealing with a tremendous case of ego. I am not attempting to step on your toes but am just doing what was approved before your arrival. In order to perform as you wish I must have your guidelines in which to do so. It needs to be in written form with a verbal explanation. As for your complaints of the verbage I used on the air check, it is the same I have been using for the past 8 months and was approved by Mike Allen, my then boss. On the second day back on the air, no one had told me that my verbage needed to be changed. As for the verbage and presentation of this memo, I find this rude, arrogant, unnecessary and one of the most unprofessional antics I have ever witnessed in broadcasting. (This is the former vice-president, general manager, sales manager and as well as program director in me speaking out.) Lee, next time you feel an urge to write a memo such as this, do yourself a favor as well as the person you are addressing, ask for facts and research what you think you heard.

I was hired at LM Communication, Inc. as being severely handicapped and I continue to be so. However, I have been an asset to the station for 8 months and plan to continue for the next 20 years. I accepted this position due to their promises and they have never let me down. Due to their help I have been able to be more involved than anticipated. They have shown kindness, cooperation, assistance and respect for my abilities as well as my handicaps. The people I work with I consider true friends, even staying hours with me when hospitalized. Within the first month I was here I had the opportunity to thank our owner Lynn Martin in person and I thank him again. Since your memo went into my personnel file, I needed to get my attorney involved and of course that involves expenditures. I will expect reimbursement for my attorney fees. I also expect all copies of your memo to be destroyed and removed from my personnel file forever. A letter of retraction needs to be sent to all people who were copied on your memo.

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131-8

You discharged me from the Afternoon Drive position last week because my disabilities interfere with your plans. It's been a week and I should now know what my new shift is, working within my deal. What is it please? Please advise.

I hope we now have an understanding.

cc: Tammie L. Hoffman, Attorney
Daniel A Mendini, South Carolina Vocational Rehabilitation Dept.
Lynn Martin, Owner
Charlie Cohn, General Manager
Don Hallett, Consultant
Mike Allen, Program Director