

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

**In the Matter of** )  
 )  
**ENVISION, INC.** )  
**And** )  
**ENVISION BROADCAST NETWORK, LLC** )

**To: The Chief, Media Bureau**  
**Via: Office of the Secretary**

**COMPLAINT AND REQUEST FOR ASSESSMENT  
OF MONETARY FORFEITURE**

Comes now Rocking M Media, LLC, the licensee of, *inter alia*, radio broadcasting station KWME (FM), FCC Facility ID Number 31894, licensed to Wellington, Kansas; and Rocking M Media, Wichita, LLC, the licensee of, *inter alia*, radio broadcasting stations KIBB (FM), FCC Facility ID Number 59995, licensed to Haven, Kansas; KVWF (FM), FCC Facility ID Number 164106, licensed to Augusta, Kansas; and KKGQ (FM), FCC Facility ID Number 35020, licensed to Newton, Kansas, by and through counsel; and hereby submit this Complaint and Request for Assessment of Monetary Forfeiture (Complaint) against Envision Broadcast Network, LLC, and its “affiliate,” Envision, Inc. (the two Envision entities being hereinafter referred to as Envision). Rocking M Media, LLC and Rocking M Media Wichita, LLC, which have identical ownership, are hereinafter referred to collectively as RMM. This Complaint is filed pursuant to Section 1.41, Section 1.80(a)(2) and Section 1.80(b)(7) of the Commission’s Rules.<sup>1</sup> As RMM will demonstrate herein, Envision, on or about September 23, 2019, without due process of law, took unlawful control of four of the radio broadcasting stations licensed to

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<sup>1</sup> 47 C.F.R. §§ 1.41, 1.80(a)(2) and 1.80(b)(7).

RMM by summarily seizing the broadcasting studios and equipment from which and with which RMM controlled, operated and programmed radio stations KWME, KVWF, KIBB and KKGQ (hereinafter collectively referred to as the “Stations”), while those stations were on the air and were being operated legally. Envision seized all of the equipment of the Stations, which belonged to RMM, and refused RMM access to the studio facilities, despite the fact that the stations controlled from that studio were transmitting at the time they were taken over by Envision. Envision has since, and to date, refused to permit RMM or its agents to recover or operate that equipment, which is critical to the operation of all four of the subject radio broadcasting stations. It has also refused to allow RMM or RMM’s authorized time broker into the Station facilities, and it has caused the stations to be taken off of the air (which would not have occurred but for the unilateral actions of Envision. These actions are in violation of Sections 301 and 310(d) of the Communications Act of 1934, as amended; they are with respect to KKGQ in violation of Section 73.1150 of the Commission’s Rules; and they are in violation of 18 U.S. Code § 1362. In support for its Complaint, RMM states and avers as follows:

1. RMM owns and operates radio broadcasting stations in Kansas, and it has for several years. Until September of 2017, Envision Broadcast Network, LLC was the licensee of KKGQ(FM), licensed to Newton, Kansas. On or about April 5, 2017, RMM and Envision Broadcast Network, Inc. entered into a Purchase and Sale Agreement whereby Envision Broadcast Network, Inc. would sell and assign the assets of KKGQ to RMM for specified consideration including a promissory note. Pursuant to Commission authority (See, BALH-20170414ACW) the parties consummated the assignment of the assets of KKGQ to RMM on September 22, 2017. One of the assets acquired by RMM from Envision Broadcast Network, Inc. in that transaction was a commercial office lease of the studio facilities for KKGQ located at 604

North Main Street, Wichita, Kansas. The Lessor of that lease was Envision, Inc., which is described in the lease as an “affiliate” of Envision Broadcast Network, Inc. The term of the lease was two years, and it included a holdover provision entitling RMM to hold over after the expiration of the lease for a period of time, and then for the lease to become a month-to-month lease thereafter. RMM was never in arrears in the rent provision of the lease. RMM used the premises for the studio facilities of all four of the Stations, not just KKGQ.

2. Nevertheless, on September 23, 2019 Envision changed the locks on the studio, refused to allow RMM or RMM’s then Time Broker, Allied Media Partners, to enter the studio, and despite the fact that all four Stations were operating from the studio (which Envision knew or should have known, no one on behalf of the Licensee was able to control the Stations from the studio. On that same day, on advice of RMM’s undersigned communications counsel, RMM shut down all four Stations’ transmitters and the stations were taken off the air on September 23, 2019.<sup>2</sup> To the present time, neither RMM nor its time broker has had access to the Stations’ studios to operate the Stations, or to retrieve the equipment to establish a different studio facility with which to operate the Stations.

3. By taking control of the Stations while they were operating and by precluding the licensee from access to the control facilities for the Stations, Envision has unlawfully assumed control of all four of the Stations without prior Commission consent, and it has deprived RMM

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<sup>2</sup> RMM was able to put KGGQ back on the air remotely on September 28, 2019, but on October 1, 2019 at 2:05 p.m. someone unknown to RMM who had access to the studio facilities from which RMM was locked out by Envision turned off equipment inside the studio, and KKGQ fell silent again. RMM was able to put KKGQ back on the air remotely on October 5, 2019 from 2:30 p.m. until 7:30 p.m. to broadcast a football game, but the station was taken off air again thereafter because the facilities to broadcast other programming do not exist outside the subject studio facilities. The exercise of control over the Stations from the Envision-seized studio facilities on October 1, 2019 occurred in the following manner: at 2:05 that date, the transmitter audio dialed RMM’s engineer to tell him that it lost the signal from the studio. RMM engineers lost remote contact they had with the equipment inside the Envision building at that time, causing them to deduce that someone associated with Envision had to have turned off equipment in the studio.

of the ability to control the Stations. This is a violation of Section 310(d) of the Communications Act of 1934, which provides as follows:

(d) Assignment and transfer of construction permit or station license. No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby. Any such application shall be disposed of as if the proposed transferee or assignee were making application under section 308 of this title for the permit or license in question; but in acting thereon the Commission may not consider whether the public interest, convenience, and necessity might be served by the transfer, assignment, or disposal of the permit or license to a person other than the proposed transferee or assignee.

4. By forcibly taking control of the Stations while they were operating and by assuming control of the facilities of the Stations and the location from which programming was initiated while the Stations were operating to the exclusion of the licensee and its Time Broker, and by turning off the remote control equipment in the studio on October 1, 2019, Envision operated and controlled the Stations itself, without an instrument of authorization from the Commission.

Section 301 of the Communications Act forbids precisely this activity. It reads, in relevant part, as follows:

No person shall use or operate any apparatus for the transmission of energy or communications or signals by radio (a) from one place in any State, Territory, or possession of the United States or in the District of Columbia to another place in the same State, Territory, possession, or District; or (b) from any State, Territory, or possession of the United States, or from the District of Columbia to any other State, Territory, or possession of the United States; or (c) from any place in any State, Territory, or possession of the United States, or in the District of Columbia, to any place in any foreign country or to any vessel; or (d) within any State when the effects of such use extend beyond the borders of said State, or when interference is caused by such use or operation with the transmission of such energy, communications, or signals from within said State to any place beyond its borders, or from any place beyond its borders to any place within said State, or with the transmission or reception of such energy, communications, or signals from and/or to places beyond the borders of said State; or (e) upon any vessel or

aircraft of the United States (except as provided in section 303(t) of this title); or  
(f) upon any other mobile stations within the jurisdiction of the United States,  
except under and in accordance with this chapter and with a license in that behalf  
granted under the provisions of this chapter.

Envision did not at any time since September 23, 2019 have a license to operate or control any of  
the four radio stations at issue herein.

5. As discussed above, Envision was formerly, until September 22, 2017, the licensee of  
one of the four radio stations discussed herein, namely KKGQ(FM). Though money was due and  
owing to Envision from RMM with respect to the purchase money promissory note described  
hereinabove, Envision did not (and RMM did not permit Envision to) have any reversionary  
interest in KKGQ. Therefore, by unlawfully taking control of (*inter alia*) KKGQ while that  
Station was operating, and by taking control of the operation of KKGQ to the exclusion of  
RMM, Envision has violated Section 73.1120 of the Commission's Rules, which prohibits any  
reversionary interest of a former licensee after assignment of that license to a new licensee. By  
implication, that rule would have to prohibit the exercise or any claim of entitlement to a  
reversionary interest in a radio station that has been assigned pursuant to Commission authority.

That rule Section reads as follows:

§ 73.1150 Transferring a station.

(a) In transferring a broadcast station, the licensee may retain no  
right of reversion of the license, no right to reassignment of the  
license in the future, and may not reserve the right to use the  
facilities of the station for any period whatsoever.

6. Finally, Envision's actions constitute a violation of 18 U.S.C. § 1362, which defines as  
a felony the willful or malicious injury of property, or material of any radio, telegraph, telephone  
or cable, line, station, or system, or other means of communication, operated or controlled by the  
United States, and the willful or malicious interference in any way with the working or use of

any such line, or system, or the willful or malicious obstruction, hindrance, or delay in the transmission of any communication over any such line, or system, or attempts or conspiracies to do such an act.

7. For all of the foregoing reasons, Rocking M Media, LLC and Rocking M Media Wichita, LLC hereby respectfully request that the Commission determine that the acts complained of by Envision were wrongful and violated the referenced statutory and regulatory obligations that Envision had and has; that it be instructed to cease and desist its exercise of unauthorized control over the operation of the subject radio broadcasting stations; and that the Commission assess a meaningful monetary forfeiture against Envision for each and every day that these violations occurred, as a deterrent to future similar unlawful behavior by Envision. RMM also requests that the Commission refer to the Justice Department for prosecution the violation of 18 U.S.C. § 1362 alleged herein.

Respectfully submitted,

**Rocking M Media, LLC**  
**Rocking M Media Wichita, LLC**

By: Christopher D. Imlay  
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October 17, 2019

## CERTIFICATE OF SERVICE

I, Christopher D. Imlay, do hereby certify that I caused to be mailed, via first class U.S. Mail, postage prepaid, a copy of the foregoing COMPLAINT AND REQUEST FOR ASSESSMENT OF MONETARY FORFEITURE to the following, this 17<sup>th</sup> day of October, 2019.

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