

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Rocking M Media, LLC	)	NAL/Account No. MB-202141410064
and Rocking M Media Wichita, LLC	)	FRNs: 0024062317; 0027002484
)	
For Renewal of License for	)	Application File Nos. 0000132630;
KKLE(AM), Winfield, KS	)	0000133099; 0000132303; 0000132820;
KIBB(FM), Haven, KS	)	0000132672; 0000132561;
KKGQ(FM), Newton, KS)	
KLEY(AM), Wellington, KS	)	Facility ID Nos. 31892; 59995; 35020;
KVWF(FM), Augusta, KS	)	31895; 164106; 31894; 142748
KWME(FM), Wellington, KS)	
K262CQ, Wellington, KS)	
)	
For Assignment of License of	)	Application File No. 0000143057
KKGQ(FM), Newton, KS	)	Facility ID No. 35020
from Rocking M Media Wichita, LLC)	
to Pinnacle Media, LLC)	

MEMORANDUM OPINION AND ORDER

Adopted: December 23, 2021

Released: December 23, 2021

By the Chief, Audio Division, Media Bureau:

I. INTRODUCTION

1. The Media Bureau, Audio Division (Bureau) has before it the captioned uncontested applications (Renewal Applications) filed by Rocking M Media, LLC (RMM) and Rocking M Media Wichita, LLC (RMMW) (collectively, Licensee) to renew the licenses of six full service radio stations and one FM translator, all located in Kansas (collectively, Stations) and an application for consent to assign the license of one of those stations, KKGQ(FM), from RMMW to Pinnacle Media, LLC (Assignment Application). For the reasons discussed below, we adopt the attached Consent Decree, which resolves issues raised during our review of the Renewal Applications. As set forth in the Consent Decree, Licensee will pay a \$7,000 (seven thousand dollar) civil penalty before January 1, 2022. The Bureau will grant the KKGQ(FM) Renewal and Assignment Applications conditioned upon consummation of the proposed assignment. The Bureau will act upon the Renewal Applications for stations KKLE(AM), KIBB(FM), KLEY(AM) (and associated FM translator K262CQ), KVWF(FM), and KWME(FM) after payment of the civil penalty required by the Consent Decree, if there are no issues other than those resolved by the Consent Decree that would preclude grant of those remaining Renewal Applications for full terms or short terms.¹

II. BACKGROUND

2. Section 73.1740 of the Commission's rules (Rules) requires that broadcast stations adhere to minimum operating requirements.² A station must notify the Commission of limited or discontinued

¹ Consent Decree at paras. 7, 9.

² 47 CFR § 73.1740(a)(4).

operation no later than the tenth day and must request a special temporary authorization (STA) if it is unable to adhere to a minimum operating schedule for more than 30 days.³ Notwithstanding the grant of such authority, the license of any station that is silent for 12 consecutive months will forfeit automatically pursuant to section 312(g) of the Act, unless the license is extended or reinstated in accordance with section 312(g).⁴ A licensee's failure to operate for substantial portions of its license term, but in incremental periods of silence shorter than 12 consecutive months, is a factor that the Bureau considers in evaluating whether an applicant for license renewal has served the public interest.⁵ The Commission's online application for renewal of broadcast licenses requires applicants to answer several questions about rule violations and operating status.

3. Licensee acquired the subject Stations through assignments of license in 2016 and 2017. In 2020, the Bureau learned that the Stations might be silent without authority and sent Licensee a letter inquiring about operational status.⁶ Licensee thereafter filed requests for STA to remain silent, which the Bureau granted on November 25, 2020 for a six month period ending May 24, 2021.⁷ In response to the inquiry, Licensee acknowledged periods of silence without authority, which it attributed to eviction from the Stations' shared studio location, a failed proposed multi-station sale, financial difficulties, and inadvertence by its manager and a contract engineer.⁸

4. In the six Renewal Applications, which were timely filed before February 1, 2021, *i.e.*, four months before the June 1, 2021 license expiration of all Kansas radio stations, Licensee disclosed that each station had been off the air for substantial periods without special temporary authority (STA) in violation of section 73.1740(a)(4) of the Rules.⁹ Licensee reported that nevertheless it had never been silent for twelve consecutive months. We have summarized below the information for each station, as derived from the Renewal Applications and Commission records.

CALL	FID No.	CITY	DATE ACQUIRED	DATES and PERCENT ON AIR	DATES and PERCENT OFF AIR	OFF AIR Without STA
KIBB(FM)	59995	Haven, KS	11/09/17	11/9/17-9/23/19 (1 year, 10 months, 14 days); 2/4/20-5/31/21 (1 year, 3 months, 25 days); total	9/24/19-2/4/20 (4 months, 12 days); 10%	9/24/19-2/4/20 (4 months, 12 days); 10%

³ *Id.*

⁴ 47 U.S.C. § 312(g).

⁵ *See, e.g., Roger L. Hoppe, II*, Memorandum Opinion and Order and Notice of Apparent Liability, 31 FCC Rcd 8790, 8791-94, paras. 4-14 (MB 2016).

⁶ *See Letter from Albert Shuldiner to Rocking M Media, LLC*, Ref. 1800B3-VM (Sept 24, 2020) (Inquiry Letter).

⁷ *See* Application File Nos. BLSTA-20201014AAF (KKLE); BLSTA-20201014AAH (KLEY); BLSTA-20201014AAC (KVWF); BLSTA-20201014AAD (KWME) (all rec. Oct. 14, 2020 and granted Nov. 25, 2020).

⁸ *See Letter from Christopher D. Imlay, Esq.* (rec. Oct. 21, 2020) (Inquiry Response) at 4-6.

⁹ *See* 47 CFR § 73.1740(a)(4) (requiring Commission approval if a station discontinues operations "for 30 or more consecutive days").

				1166 days, 90%		
KKGQ(FM)	35020	Newton, KS	11/09/17	11/09/17-09/23/19 (1 year, 10 months, 14 days); 01/6/20-5/31/21 (1 year, 4 months, 25 days); total 1195 days, 92%	09/24/19-01/6/20 (3 months, 13 days); 8%	09/24/19-01/6/20 (3 months, 13 days); 8%
KKLE(AM)	31892	Winfield, KS	06/01/16	06/01/16-09/23/19 (3 years, 3 months, 24 days); 08/11/20-08/25/20 (15 days); total 1224 days, 67%	09/24/19-08/11/20 (10 months, 17 days); 8/25/20-5/31/21 (9 months 5 days); total 1 year, 7 months, 23 days, 33%; post term 06/01/21-08/12/21 (2 months, 13 days)	9/24/19-8/11/20 (10 months, 17 days); 9/24/20-10/14/20 (19 days); total 342 days, 19 %
KLEY(AM) ¹⁰	31895	Wellington, KS	06/01/16	06/01/16-09/23/19 (3 years, 3 months, 24 days); 08/11/20-08/25/20 (15 days); total 1224 days, 67%	09/24/19-08/11/20 (10 months, 17 days); 8/25/20-5/31/21 (9 months 5 days); total 1 year, 7 months, 23 days, 33%; post term 06/01/21-08/12/21 (2 months, 13 days)	19/24/19-8/11/20 (10 months, 17 days); 9/24/20-10/14/20 (19 days); total 342 days, 19 %

¹⁰ K262CQ, Wellington, KS, the FM Translator that rebroadcasts KLEY(AM), was silent concurrently with the primary station but without separate STA.

KVWF(FM)	16410 6	Augusta, KS	11/09/17	11/09/17-09/23/19 (1 year, 10 months, 14 days); 02/05/20-03/31/20 (1 month 25 days); 10/15/20-5/31/20 (7 months 15 days) total 968 days, 62%	09/24/19-02/04/20 (4 months, 13 days); 03/02/20-2/25/21 (11 months, 26 days); total 1 year, 4 months, 9 days, 38%	09/24/19-02/04/20 (4 months, 13 days); 04/01/20-10/14/20 (6 months, 13 days); total 329 days, 25%
KWME(FM)	31894	Wellington, KS	06/01/16	06/01/16-09/23/19 (3 years, 3 months, 24 days); 02/11/20-03/15/20 (1 month, 2 days); 2/23/21 - 5/31/21 (3 months, 6 days); total 1333 days, 73%	09/24/19-02/10/20 (4 months, 19 days); 03/15/20-02/22/21 (11 months, 10 days); total 1 year, 3 months, 24 days, 27%	09/24/19-02/10/20 (4 months, 19 days); 03/15/20-10/14/20 (7 months); total 353 days, 19%

III. DISCUSSION

5. As part of this Order, we are adopting a Consent Decree between the Bureau and Licensee. The Consent Decree resolves issues related to the Stations' failure to notify the Commission and to obtain STA for periods of silence in violation of section 73.1740(a)(4) of the Rules. As part of the Consent Decree, Licensee will pay a civil penalty to the United States Treasury of seven thousand dollars (\$7,000). We find that a grant of the KKGQ(FM) Renewal Application and Assignment Application in accordance with the Consent Decree will serve the public interest. Further, we find that for the Stations with a significant record of silence during the past license term (KKLE, KLEY, KVWF, KWME and K262CQ), any license renewal grant should not be for a full license term, but for a one-year term due to the Stations' record of failing to serve the public during their substantial periods of silence.¹¹

6. We conclude that nothing in the record before us creates a substantial or material question of fact whether Licensee possesses the basic qualifications to be a Commission licensee. After reviewing the terms of the Consent Decree, we find the public interest would be served by its approval and by terminating the Bureau's investigation of Licensee's violations of the Rules, subject to the terms of the Consent Decree.

¹¹ See *LKCM Radio Group, LP*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 29 FCC Rcd 1045 (MB 2014).

IV. CONCLUSION/ACTIONS

7. **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,¹² and by the authority delegated by sections 0.61 and 0.283 of the Commission's rules,¹³ the Consent Decree attached hereto **IS ADOPTED**.

8. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters noted above **IS TERMINATED**.

9. **IT IS FURTHER ORDERED** that copies of this Order shall be sent by First Class and Certified Mail, Return Receipt Requested, to Rocking M Media, LLC and Rocking M Media Wichita, LLC, 131 North Santa Fe Ave., Suite 3, Salina, KS 67401, and to their counsel, Christopher D. Imlay, Esq., Booth, Freret & Imlay, 14356 Cape May Road, Silver Spring, MD, 20904-6011.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division, Media Bureau

¹² 47 U.S.C. § 154(i).

¹³ 47 CFR §§ 0.61, 0.283.

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Rocking M Media, LLC and	)	NAL/Account No. MB-202141410064
Rocking M Media Wichita, LLC	)	FRNs: 0024062317, 0027002484
)	
For Renewal of License for	)	Application File Nos. 0000132630;
KKLE(AM), Winfield, KS	)	0000133099; 0000132303;
KIBB(FM), Haven, KS	)	0000132820; 0000132672; 0000132561
KKGQ(FM), Newton, KS)	
KLEY(AM), Wellington, KS	)	Facility ID Nos. 31892; 59995; 35020; 31895;
KVWF(FM), Augusta, KS	)	164106; 31894; 142748
KWME(FM), Wellington, KS)	
K262CQ, Wellington, KS)	
)	
For Assignment of License of	)	Application File No. 0000143057
KKGQ(FM), Newton, KS	)	Facility ID No. 35020
from Rocking M Media Wichita, LLC)	
to Pinnacle Media, LLC)	

CONSENT DECREE

Adopted: December 23, 2021

Released: December 23, 2021

By the Chief, Audio Division, Media Bureau:

1. The Media Bureau of the Federal Communications Commission, Rocking M Media, LLC and Rocking M Media Wichita, LLC (hereafter “Licensee,” as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Media Bureau’s investigation into the Licensee’s operation of six full service radio broadcast stations and an FM translator in Kansas. To resolve this matter, the Licensee agrees to pay a civil penalty in the amount of Seven Thousand Dollars (\$7,000) before January 1, 2022.

I. DEFINITIONS

2. For purposes of this Consent Decree, the following definitions shall apply:
 - (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et. seq.*
 - (b) “Adopting Order” means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Assignment Application” means the pending application to assign the license for KKGQ(FM), Newton, KS from Licensee to Pinnacle Media, LLC (Application File No. 0000143057 filed April 6, 2021).
 - (d) “Bureau” means the Media Bureau of the Commission.
 - (e) “Civil Penalty” means the payment the Licensee has agreed to pay to the United States Treasury.

- (f) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.
- (g) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (h) “Execution Date” means the date by which both the Bureau and the Licensee have signed the Consent Decree.
- (i) “Investigation” means the Bureau’s investigation into the operational histories of the Stations.
- (j) “Licensee” means Rocking M Media, LLC (FRN: 0024062317) and Rocking M Media Wichita, LLC (FRN: 0027002484).
- (k) “Parties” means the Licensee and the Bureau.
- (l) “Renewal Applications” means collectively the pending applications for renewal of the Stations’ licenses (Application File No. 0000132303 filed January 25, 2021; Application File Nos. 0000132630, 0000132672, 0000132561 filed January 26, 2021; and Application File Nos. 0000133099, 0000132820 filed January 27, 2021). When the term Renewal Application(s) is used to pertain to a smaller subset of the six stations the term will be preceded or followed by the call sign(s) of the particular station(s) included.
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (n) “Stations” means KKLE(AM), Winfield, KS, FID 31892; KIBB(FM), Haven, KS FID 59995; KKGQ(FM), Newton, KS FID 35020; KLEY(AM), Wellington, KS FID 31895 and associated FM translator K262CQ, Wellington, KS FID 142748; KVWF(FM), Augusta, KS FID 164106; and KWME(FM), Wellington, KS FID 31894.
- (o) “Violations” means the violations of section 73.1740 of the Rules.

II. BACKGROUND

3. Section 73.1740 of the Rules requires that broadcast stations adhere to a minimum operating schedule and establishes requirements for licensees that are unable to adhere to that minimum to notify the Commission and to request authorization for limited or discontinued operations.¹⁴ Licensee has acknowledged in response to a Bureau Investigation and in the Renewal Applications that it violated this rule with respect to seven stations that were silent without authority for substantial periods. The Parties have agreed to enter into this Consent Decree by which both the Licensee and the Bureau intend to be legally bound.

III. AGREEMENT

4. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order.

5. **Jurisdiction.** The Licensee agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree, and has the authority to enter into and adopt this Consent Decree.

6. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date. As of the Effective Date, this Consent Decree shall have the same force and effect as any other order of the Commission. The Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the

¹⁴ 47 CFR § 73.1740(a)(4). Specifically, stations must notify the Commission of limited or discontinued operation no later than the tenth day thereof and must request authorization if it lasts more than 30 days. *Id.*

Consent Decree as approved. To the extent that the Licensee fails to satisfy any condition or Rule, in the absence of Commission alteration of the condition or Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, revocation of the relief, designation of the matter for hearing, letters of admonishment and/or forfeitures. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

7. **Termination of Investigation/Action on KKGQ Applications.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In addition, the Bureau agrees to grant the Renewal Application and Assignment Application for KKGQ(FM), Newton, KS. Termination of the investigation and grant of the renewal are premised on the payment of the civil penalty. The KKGQ renewal will be conditioned upon consummation of the Assignment Application within 45 days from the Effective Date. The Bureau will process the remaining Renewal Applications in accordance with Paragraph 9 below. In consideration for such, the Licensee agrees to the terms, conditions, and procedures contained herein.

8. The Bureau agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against the Licensee concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of the Licensee's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.¹⁵

9. **Remaining Renewal Applications.** The Bureau's evaluation of the Renewal Applications for KKLE(AM), KIBB(FM), KLEY(AM), KVWF(FM), KWME(FM) and K262CQ will be governed by section 309(k) of the Act.¹⁶ That section provides that if, upon consideration of the application and pleadings, we find that: (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations of the Act or the Rules; and (3) there have been no other violations which, taken together, constitute a pattern of abuse, the Bureau is to grant the renewal application.¹⁷ If, however, the licensee fails to meet that standard, the Bureau may deny the application—after notice and opportunity for a hearing under section 309(e) of the Act—or grant the application “on terms and conditions that are appropriate, including a renewal for a term less than the maximum otherwise permitted.”¹⁸ With respect to stations that have not been silent for 12 consecutive months but nevertheless have been off air for considerable periods, the Commission has cautioned that “a licensee will face a very heavy burden in demonstrating that it has served the public interest where it has remained silent for most or all of the prior license term.”¹⁹ In this case, KKLE(AM), KLEY(AM), KVWF(FM), KWME(FM) and K262CQ were silent without authorization for approximately one fifth or more of each Station's license term and overall (with or without authorization) for more than one quarter of each Station's license term. Accordingly, in our Section 309(k) analysis, any grant of their Renewal Applications under section 309(k) of the Act shall be for a term of one year.

10. **Admission of Liability.** The Licensee hereby stipulates that it violated section 73.1740 of the Rules at each of the Stations. Pursuant to section 503(b)(2)(E) of the Act, in exercising its forfeiture

¹⁵ See 47 CFR § 1.93(b).

¹⁶ 47 U.S.C. § 309(k).

¹⁷ 47 U.S.C. § 309(k)(1).

¹⁸ 47 U.S.C. §§ 309(k)(2), 309(k)(3).

¹⁹ *Birach Broad. Corp.*, Memorandum Opinion and Order, 16 FCC Rcd 5015, 5020 (2001).

authority, the Commission may consider, among other things, “any history of prior offenses” by the Licensee.²⁰ The Licensee acknowledges that the Commission or its delegated authority may consider the Licensee's admission of liability in this Consent Decree in proposing any future forfeiture against the Licensee in the event the Licensee is determined to have apparently committed a violation of the Act, the Rules, the conditions set forth in either of the Stations’ authorizations, or of any orders of the Commission after the Effective Date, whether related to the Violations or otherwise.

11. **Civil Penalty.** The Licensee agrees to pay a Civil Penalty to the United States Treasury in the amount of **Seven Thousand Dollars (\$7,000), due no later than January 1, 2022.** The Licensee acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996.²¹

12. The Bureau acknowledges receipt of the Licensee’s corporate tax returns documenting substantial financial losses over the past two tax years. The Civil Penalty reflects the Licensee’s inability to pay any larger amount, which is one of several factors that the Commission may consider in determining an appropriate forfeiture under 47 U.S.C. § 503(b)(2)(E).

13. **Payment.** The Licensee shall send electronic notification of payment to Irene Bleiweiss at Irene.Bleiweiss@fcc.gov, and Tom Hutton at Tom.Hutton@fcc.gov on the date payment of the Civil Penalty is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission’s online payment system),²² or by wire transfer. Payments by check or money order to pay a civil penalty are no longer accepted. Below are instructions that payors should follow based on the form of payment selected:²³

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROG-WireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).²⁴ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.

²⁰ See 47 U.S.C. § 503(b)(2)(E).

²¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²² Payments made using CORES do not require the submission of an FCC Form 159.

²³ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

²⁴ Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/core/paymentFrnLogin.do>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

14. **Further Violations.** The Licensee acknowledges that the Bureau retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation by the Licensee of the Act, the Rules, or the conditions on the Stations’ licenses that occurs during the term of this Consent Decree.

15. **Waivers.** As of the Effective Date, the Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order. The Licensee shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission), brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, neither the Licensee nor the Commission shall contest the validity of the Consent Decree or Adopting Order, and the Licensee shall waive any statutory right to a *trial de novo*. The Licensee hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. section 504 and 47 CFR section 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

16. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

17. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

18. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which the Licensee does not expressly consent), such provision will be superseded by such Rule or Order.

19. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties concerning the Investigation and the Violations.

20. **Modifications.** This Consent Decree cannot be modified or amended without the advance written consent of both Parties.

21. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

22. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

23. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

Albert Shuldiner

By: _____

Albert Shuldiner
Chief, Audio Division, Media Bureau

December 23, 2021

Date: _____

**ROCKING M MEDIA, LLC
ROCKING M MEDIA WICHITA, LLC**

By: _____

M. Monte Miller
Managing Member

Date: _____


23. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Albert Shuldiner
Chief, Audio Division, Media Bureau

Date: _____

**ROCKING M MEDIA, LLC
ROCKING M MEDIA WICHITA, LLC**

By:  _____
M. Monte Miller
Managing Member

Date: 12/22/21