

**Before the
Federal Communications Commission
Washington, DC**

FILED/ACCEPTED

JAN 10 2013

Federal Communications Commission
Office of the Secretary

In re Applications of:

**ENTERTAINMENT MEDIA TRUST,
DENNIS J. WATKINS, TRUSTEE**

WQXX (AM), East St. Louis, Illinois (Facility ID 72815)

WQQW (AM), Highland, Illinois (Facility ID 90598)

KZQZ (AM), St. Louis, Missouri (Facility ID 72391)

KQQZ (AM), DeSoto, Missouri (Facility ID 5281)

For Renewal of License

) File No. BR-20120709ACP

) File No. BR-20120709ACO

) File No. BR-20120921AAW

) File No. BR-20120921ABA

TO: Honorable Marlene H. Dortch, Secretary of the Commission
ATTN: Peter H. Doyle, Chief, Audio Services Division, Media Bureau

REPLY TO OPPOSITION TO PETITION TO DENY

Mark A. Kern ("Petitioner"), by his attorneys, hereby replies to the Opposition to Petition to Deny filed on behalf of Entertainment Media Trust, Dennis J. Watkins, Trustee (Licensee) relating to the above-captioned applications for renewal of license.¹ As will be shown herein, there have been serious violations of the Communications Act of 1934, as amended, and the Commission's rules which require that Licensee's applications for renewal of license be designated for an evidentiary hearing. In support thereof, the following is set forth.

1. Opening Statement. Based on information contained in the Petitioner's Petition to Deny, Licensee's Opposition, documents furnished by Licensee and this Reply, it is beyond dispute that a transfer of control of Licensee's stations occurred without prior Commission

¹ This reply is timely filed within 20 days from the December 21, 2012 filing date of Licensee's opposition pursuant to Section 73.3584 (b) of the rules.

approval. The only issue is who did Dennis Watkins, the trustee of Licensee, relinquish control to----Robert Romanik or his son, Stephen Romanik II, or both. In either event, however, an unauthorized transfer of control took place in violation of the Communications Act and the Commission's rules and policies. This is particularly evident since, in its unsuccessful effort to shield Robert Romanik as the controlling party, Licensee provides much detail in its Opposition, previously unknown to Petitioner, attempting to show that Stephen Romanik II controls the stations' programming, personnel (hiring and firing) and finances. It is difficult to conceive of a clearer case than this one of an unauthorized transfer of control warranting a denial of the license renewal applications or, at very least, an evidentiary hearing on the transfer of control and other issues raised by Petitioner.

2. Validity of 2006 Trust Agreement is not Established by Licensee. Petitioner presented expert opinion evidence of Robert Sprague, an attorney licensed to practice law in the State of Illinois and experienced in the requirements for trusts under Illinois law, that the 2006 trust agreement which Licensee provided to the Commission in connection with the acquisition of Licensee's stations was invalid under state law. The one paragraph undated document which Licensee made available to the Commission merely identified Dennis J. Watkins as the trustee and Stephen Romanik II as the sole beneficiary; the trust agreement did not identify and/or mention the trust grantor, a declaration of trust, the trust property and delivery of such property to the trustee, the purpose of the trust or the manner in which the trust is to be performed. See Petition to Deny at Exhibit 4.

3. Licensee presents no competent evidence as to the validity of the 2006 trust agreement under state law; it merely asserts that the 2012 restated trust agreement "was created to clarify and confirm the original formation of the trust and the parties thereto and... Licensee

and the parties thereto maintain that the trust is a valid instrument from formation in January 2006 through the present.” Opposition, page 3. There is no rebuttal whatsoever of the specific grounds upon which Robert Sprague relied in rendering his legal opinion that the 2006 trust agreement lacked the required elements to constitute a valid trust under Illinois law. In the absence of any expert testimony to the contrary, Petitioner’s expert testimony that Licensee’s 2006 trust agreement was invalid under state law must prevail.²

4. In a document styled a Nonjudicial Settlement Agreement pursuant to Section 16.1 of the Illinois Trusts and Trustees Act, executed on December 19, 2012 (after Petitioner’s filing of its Petition to Deny pointing out that the 2006 trust was invalid), Licensee restated its invalid one paragraph trust agreement into a ten page document executed on that same date. However, the 2012 Nonjudicial Settlement Agreement is not valid under Illinois law “because no trust was created [in 2006] for which a nonjudicial settlement agreement could be legally made.” See Statement of Robert J. Sprague at Exhibit 1. Licensee states that it never had “any intent to mislead or otherwise conceal the identity of the Grantor” from the Commission and that had the Commission staff asked “about the identity of the grantor or the powers of grantor...[Licensee] certainly would have provided that information.” Opposition, page 4. Nevertheless, but for the Petitioner, the restated 2012 trust agreement, which only now discloses to the Commission that Robert S. Romanik is the grantor of the Licensee trust, would not exist; moreover, the restated 2012 trust agreement serves to confirm that Licensee misrepresented to the Commission that the 2006 trust agreement was (a) valid when it acquired the stations and also (b) irrevocable and that the beneficiary could not remove the trustee as there simply is no language whatsoever in the

² To support its argument that the 2006 trust agreement was valid, Licensee asserts that no one, including the Commission or the sellers of the trust stations, objected to the trust. This rationale makes no sense as the Commission relied on Licensee’s representations in the assignment applications and the sellers relied on Licensee’s contractual representations and warranties; it would have been contrary to the sellers’ interests to challenge the Licensee trust since they were being paid in cash at the closings of the transactions.

2006 trust agreement which supports Licensee's representations to the Commission in that regard.

5. Licensee's Broadcast Interests are Attributable to Robert S. Romanik. Petitioner has previously presented evidence that Licensee's trustee, Dennis J. Watkins, has represented Robert S. Romanik in various business and legal proceedings. For example, Watkins served as successor trustee of the Sunshine Land Trust to which Robert S. Romanik conveyed title to the building and land occupied by the Crystal Palace topless nightclub; the Crystal Palace, which was principally owned by Robert Romanik and built with bank loans which he fraudulently obtained through third party straw men, was sold by Robert Romanik after Watkins, on May 10, 2011, conveyed title to the club's building and property back to Romanik. Watkins also has represented Robert Romanik in various civil proceedings and prepared legal documents by which Romanik acquired (or reacquired from a land trust in which he had a beneficial interest) the building and property used by the Hollywood Showclub topless club of which Stephen Romanik II is listed as the President and 100% owner. See Petition to Deny, pages 12-13. Significantly, Robert Romanik states that he is a "consultant" for the trust's stations, which obviously constitutes a business relationship with the trustee. See Petition to Deny at Exhibit 11.

6. Any person holding or sharing the power to vote the assets of a trust will have those assets attributed to him. In a case where a trust holds voting stock, if the grantor of the trust is to avoid attribution of the stock, the trustee must be an independent person with no familial or business relationship with the grantor. Moreover, the trust instrument must clearly state that there will be no communications with the trustee regarding the management or operation of the subject facilities. Attribution of Ownership Interests, Report and Order, 97 FCC 2d 997, 1024 (1984). Licensee represents that it has 100% voting rights over assets, both real and personal,

and that the FCC licenses were acquired with funds provided by Robert Romanik. Thus, even if the trust does not hold stock, the same above-described attribution principles are applicable here. Dennis Watkins past representation and involvement with Robert Romanik diminishes his independence as the sole trustee of a trust established by Robert Romanik. Moreover, neither the 2006 trust agreement nor the 2012 restated trust agreement explicitly prohibit communications between the trustee and grantor as to management or operation of the trust assets; indeed, Robert Romanik serves as a “consultant” to the trust’s stations and has even signed FCC documents on behalf of the Licensee. See paragraph 12 infra. Accordingly, the trust assets must be deemed attributable to Robert S. Romanik and, therefore, he is deemed an undisclosed party in interest whose qualifications have never been passed on by the Commission. See Section 73.3555, n. 2(d), 47 C.F.R. § 3555, n. 2(d).

7. An Unauthorized Transfer of Control Has Occurred. Petitioner made a showing that Robert Romanik was exercising a degree of control over Licensee’s stations to make him a real party in interest; specifically, Petitioner submitted that Robert Romanik (a) appeared to be the source of all funding for the purchase and operation of Licensee’s stations, (b) was communication counsel’s contact person for handling various FCC related issues and compliance matters, (c) exercised a degree of control over of programming, and (d) appeared to have authority over personnel hiring. Petition to Deny, pages 6-8.

8. Although we do not know the principal amount of the Licensee trust’s funding, Licensee has confirmed that Robert Romanik is the grantor of the trust and, as grantor, has provided a total of \$2.7 million dollars for the purchase of the four above-captioned stations and, moreover, may be funding the operating expenses of the stations as well. However, Licensee denies that Robert Romanik is a real party in interest who exerts unauthorized control over its

stations because he is “not around the studio enough to have any sort of operational oversight, and the extent of his control over programming is the ‘control’ over his own one-hour program each day....Bob [Romanik] also does not have any say in personnel decisions at the Stations.” Opposition, page 7. Notwithstanding its claims that Robert Romanik is not a real party in interest, Licensee concedes that Robert Romanik has handled Licensee station issues and FCC compliance matters, communicated with FCC counsel on various station matters and served as a point of contact for the stations.³ Opposition, page 8.

9. We’ll come back to Robert Romanik’s roll in controlling the Licensee in a bit, but first let’s look at the Licensee’s rather startling admissions in its Opposition that Stephen Romanik II shares control of every aspect of the stations’ programming, personnel and finances, which is bad enough, but Licensee then proceeds to set forth facts showing that Stephen Romanik II is in total control of all operations except for some ministerial tasks performed by the trustee . For the first time, Licensee states that from Licensee’s inception in 2006, Dennis J. Watkins, the trustee of Licensee, and Stephen Romanik II, the Licensee trust’s sole beneficiary, agreed that Stephen Romanik II would form and solely own a separate company, Insane Broadcasting Company, to operate and manage Licensee’s stations. Opposition, page 5. According to the Licensee, Stephen Romanik II is the person who makes all personnel decisions such as hiring and firing. Opposition, page 7. Stephen Romanik II at times relies on his father, Robert Romanik, to “handle matters relating to the Stations on his behalf---especially matters relating to FCC compliance, which are treated with priority.” Opposition, page 8. Licensee further points out that Stephen Romanik II and Dennis Watkins jointly “maintain and do exercise

³ Set forth as Exhibit 2 is an April 1, 2008 press release announcing the hiring of the general manager-program director of KZQZ and WQQW (formerly WWOZ). Robert (Bob) Romanik was listed as the contact person for Insane Broadcasting Company (see paragraphs 9-11, *infra*) and referred to as “Insane’s Bob Romanik”; Insane, not the Licensee, was also identified as the owner of KZQZ and WQQW.

as necessary ultimate editorial control over the content of Bob's [Robert Romanik] program, as they do with all of the programming aired on the Stations." Opposition, page 7. Licensee goes on to state that Stephen Romanik II "oversees the overall operations of the Stations" and "Trustee [Dennis Watkins] and Beneficiary [Stephen Romanik II] work together to ensure FCC compliance and the maintenance of programming and operational standards, as well as to manage the finances of the Stations." Opposition, page 6. It would appear that the only things Dennis Watkins controls on his own are ministerial tasks, namely, "the payment of real estate tax payments on [trust] properties...and the routine filing of reports and fees with the FCC as required." Opposition, page 3. It is not surprising that Watkins signs off on FCC reports, prepared by counsel or others, since he is the only one authorized under FCC rules to do so.

10. Apparently, Licensee is under the impression that "because [Stephen Romanik II] the sole beneficiary of the Licensee trust and the 100% owner of the radio operating company [Insane Broadcasting Company] are one and the same, there is no concern raised regarding attribution or Beneficiary as a real-party-in-interest." Opposition, page 6. This conveniently ignores the fact that the Commission has never granted consent to a transfer of control of the Licensee to Stephen Romanik II and has never passed on his qualifications to be a controlling party in a licensee. In fact, Licensee never disclosed to the Commission the controlling role that Stephen Romanik II plays in the operation of Licensee's stations until it filed its Opposition.⁴

11. Set forth at Exhibit 3 are copies of Licensee's two requests for reduction of proposed forfeitures assessed in two separate Notices of Apparent Liability for Forfeiture in the

⁴ Licensee's claim that the name Insane Broadcasting Company is listed on its website and stationary certainly does not cure the violation. What appears to be an informal trade name does not reveal that it is a legal entity controlled by Stephen Romanik II nor does it have any relevance to the issue before the FCC. However, if it was Licensee's intent to indicate that Insane Broadcasting Company has responsibility and control of station operations, this is an additional factor demonstrating an unauthorized transfer of control. Indeed, the website describes the trust stations as a "Division of: Insane Broadcasting Co." Petitioner can find no mention on the website of the name of the Licensee, Entertainment Media Trust.

amounts of \$24,000 and \$25,000 (copies of which were set forth as Exhibits 9 and 10 of the Petition to Deny). The Licensee does not base its request for reduction of forfeitures on its financial condition (as should be the case), but, rather, on the financial conditions of “ Insane Broadcasting Company (owned by EMT’s beneficiary and the operating entity of the Stations)” and Stephen Romanik II, personally, which are irrelevant to the question of whether the Licensee trust, upon whom the forfeitures were imposed, has the financial resources and responsibility to pay the fines. One can only conclude that Stephen Romanik II believes that he is the controlling party responsible for payment of the fines imposed on the Licensee trust.⁵ Each request for reduction was submitted under the declaration of Stephen Romanik II, not the Licensee’s trustee. Accordingly, based on Licensee’s representations to the Commission that Stephen Romanik II is the responsible and controlling party in the trust stations’ operations, it would appear that Licensee has admitted to an unauthorized transfer of control to Stephen Romanik II. In addition, pursuant to Section 73.3613 (c) (1) of the rules, the management agreement with Insane Broadcasting Company should have been filed with the Commission within 30 days of execution and, if an oral agreement, the substance of the agreement reported in writing; to Petitioner’s knowledge, Licensee has not complied with this requirement.⁶

12. Now let us return to whether Robert Romanik is an undisclosed party in interest who exercises control over Licensee’s stations as alleged by Petitioner. Set forth at Exhibit 4 is Licensee’s response to a July 5, 2012 letter from the Enforcement Bureau’s Kansas City Office regarding its inspection on June 26, 2012 of KQQZ’s tower fencing and transmitter location.

⁵ Perhaps Licensee’s request for a reduction of the forfeitures constitutes another effort to deceive the Commission because it likely has either financial resources or the ability to obtain the financial resources to pay the fines, just as it has financial resources or access to funds to pay the real estate taxes on Licensee’s transmitter sites for its stations.

⁶ It would appear that the financial statement of Stephen Romanik II reflects that he not only receives income from Licensee’s stations, but also shares in the losses of the stations which is a characteristic of ownership/control (see letter dated July 8, 2011 from Licensee’s counsel, Anthony Lepore, to the FCC’s Enforcement Bureau at Exhibit 3).

Although the Enforcement Bureau's letter was addressed to Dennis Watkins in his capacity as trustee of the Licensee and requested that Licensee's response be submitted under "a sworn affidavit or declaration under penalty of perjury attesting to the truth and accuracy of the response," Licensee's response was submitted under the signature of Robert (Bob) S. Romanik on behalf of the Licensee (without a sworn affidavit or statement under penalty of perjury).⁷ As Robert Romanik acts directly with the Commission as the Licensee, his conduct clearly shows that he is an undisclosed party in interest; Romanik's point of contact with the Commission regarding its inspection of KQQZ is consistent with his claim to a reporter that KQQZ was his station. Petition to Deny, page 11.⁸

13. Conclusion. Based on the evidence presented in its petition to deny and in the instant reply, as well as by the Licensee in its opposition, Petitioner submits that there is a substantial and material question of fact as to who controls the operations of Licensee's stations--Robert Romanik and/or Stephen Romanik. What is clear is that Dennis J. Watkins, Licensee's trustee, the only person approved by the Commission to control Licensee's stations, is not, in fact, the controlling party and that there has been an unauthorized transfer of control.

14. Moreover, the evidence submitted demonstrates that Licensee made misrepresentations to the Commission regarding its 2006 trust agreement and that the form of the one paragraph 2006 trust agreement, which has been shown to be invalid under Illinois law, served to conceal from the Commission the real party in interest status of Robert Romanik, a convicted felon, whose association with the Licensee may have potentially been disqualifying.

⁷ As set forth in the Petition to Deny, in 1997 Robert Romanik was convicted of obstruction of justice for lying 150 times to a federal grand jury investigating illegal gambling and racketeering charges; in 2012, when Romanik was interviewed in connection with a feature newspaper article on him, he bragged to the reporter that "I probably lied 600 times". Petition to Deny, pages 5-6, 11.

⁸ None of the direct statements attributed to Robert Romanik in Petitioner's Petition to Deny were refuted by Licensee; in this instance, Petitioner submits that silence is admission.

The undisclosed involvement, from Licensee's formation in 2006 to the present, of Stephen Romanik's Insane Broadcasting Company in the management and operation of Licensee's stations also demonstrates a complete lack of candor with the Commission. The only way to resolve this matter, and to protect the integrity of the Commission's processes, is to designate the above-captioned applications for hearing, particularly where, as in this case, there are so many important and material questions as to how Licensee's stations are being operated and who is in control of the stations.

15. Finally, what was the intent of Robert Romanik in creating a trust to acquire and operate the above-captioned stations if not to conceal his association with the Licensee trust from the Commission? If the Commission had known that Robert Romanik was the grantor of the Licensee trust, it may well have disqualified Licensee or imposed conditions on Licensee's acquisition of its stations; it certainly would not have been satisfied with the 2006 trust agreement, consisting of all of one paragraph (which did not identify the grantor or impose any conditions on grantor). An applicant's responsibility is to be candid with the staff and to provide essential information so that the Commission can, with full knowledge, make determinations which are in the public interest. Licensee's lack of candor in dealing with the Commission in acquiring the above-captioned stations is not resolved by its December 19, 2012 restated trust agreement; rather, the restated trust agreement only serves to highlight such lack of candor.

Respectfully submitted

MARK A. KERN

By: 

Richard A. Helmick

COHN AND MARKS LLP
1920 N Street, N.W., Suite 300
Washington, D.C. 20036-1622

His Attorneys

January 10, 2013

EXHIBIT 1

AFFIDAVIT OF ROBERT J. SPRAGUE

I, Robert J. Sprague, having been first duly sworn his oath deposes and says.

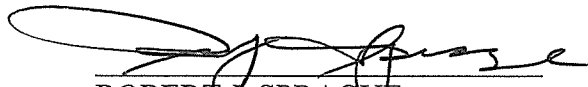
1. I am the attorney licensed to practice law in the State of Illinois and have been so licensed since 1968.

2. I am also admitted to practice before the Federal District Court for the Southern District of Illinois, the Seventh Circuit Court of Appeals and the Supreme Court of the United States.

3. I have examined the document (attached hereto as Exhibit "A") entitled "Nonjudicial Settlement Agreement".

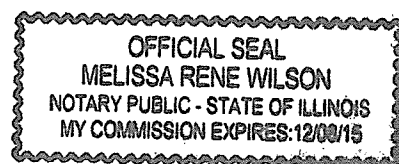
4. It is my opinion that the document entitled "Entertainment Media Trust" did not create a trust on June 1, 2006. This has been shown in the previous Affidavit and Memorandum of Law I have prepared in this matter.

5. It is also my opinion that the document entitled "Nonjudicial Settlement Agreement" is not valid under Illinois law because no trust was created for which a nonjudicial settlement agreement could be legally made. My opinion is fully explained in the Memorandum of Law attached hereto as Exhibit "B".


ROBERT J. SPRAGUE

Subscribed and sworn to me this 7th day of JANUARY, 2013.


NOTARY PUBLIC



NONJUDICIAL SETTLEMENT AGREEMENT

This Nonjudicial Settlement Agreement ("this Agreement") is made by and between the following parties:

ROBERT S. ROMANIK
23 Townehall Estates Drive
Belleville, Illinois 62223
("Grantor")

DENNIS J. WATKINS
100 West Main
Belleville, Illinois 62221
("Trustee")

STEPHEN ROMANIK II
7515 Claymont Court, Unit 4
Belleville, Illinois 62223
("Beneficiary")

This Agreement is entered into by the parties in light of the following:

- a. Grantor was the Grantor in the formation of a certain trust, namely the *Entertainment Media Trust* ("the Trust"), formed on or about January 1, 2006.
- b. Trustee is the Trustee of said Trust.
- c. Attached hereto, marked Exhibit A, is a true copy of a written instrument that was executed at the time of creation of the Trust.
- d. Beneficiary is the sole beneficiary of the Trust.
- e. The parties are all of the interested persons under the Trust, and are all persons whose consent or joinder would be required in order to achieve a binding settlement were this Agreement to be approved by a court.
- f. This Agreement is entered into for the purposes of: granting to the Trustee necessary and desirable administrative powers; resolving questions relating to property of the Trust and of the interests in the property held by the Trust; and for resolving issues related to administration, investment, and distribution of the assets of the Trust.

Now, therefore, in light of the facts set forth in the foregoing recitals (which said recitals are hereby incorporated into this Agreement, by this reference), the parties hereby agree as follows:

1. This is a nonjudicial settlement agreement, made by all interested parties to the above-described Trust, pursuant to Section 16.1 of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 *et seq.*

2. Attached hereto, marked Exhibit B, and incorporated herein by this reference, is a true copy of a restatement of the trust agreement of the Entertainment Media Trust; the title of said instrument is *TRUST AGREEMENT OF THE ENTERTAINMENT MEDIA TRUST* ("the Restatement").

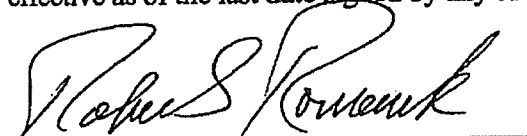
3. The parties do hereby agree to the execution of the Restatement by the Grantor and the Trustee, and to its adoption hereto, as and for the statement of the terms of the Entertainment Media Trust.

4. All parties waive the right to request a court to approve this Agreement.

5. This Agreement, and the terms of the Restatement, shall be final and binding on the Trustee and all beneficiaries of the Trust, both current and future, as if ordered by a court of competent jurisdiction over all parties and interests.

6. The parties agree to perform all of the terms, conditions and provisions of the Restatement.

Now, therefore, in order to indicate their willingness to be bound by the provisions hereof, the parties affix their signatures the dates hereafter set forth. This Agreement shall be deemed to be effective as of the last date signed by any of the parties hereto.


ROBERT S. ROMANIK

12-19-12
Date


DENNIS J. WATKINS

12-19-12
Date


STEPHEN ROMANIK II

12/19/12
Date

STATE OF ILLINOIS

)
) SS.
)

COUNTY OF MADISON

Subscribed and sworn to by ROBERT S. ROMANIK on Dec. 19, 2012.

Paul H. Lauber
NOTARY PUBLIC



STATE OF ILLINOIS

)
) SS.
)

COUNTY OF St. Clair

Subscribed and sworn to by DENNIS J. WATKINS on Dec. 19, 2012.

Katrina M. Sanders
NOTARY PUBLIC



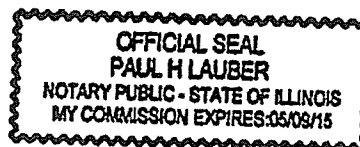
STATE OF ILLINOIS

)
) SS.
)

COUNTY OF MADISON

Subscribed and sworn to by STEPHEN ROMANIK II on Dec 19, 2012.

Paul H. Lauber
NOTARY PUBLIC



Entertainment Media Trust

Entertainment Media Trust has been established in the State of Illinois for the purpose of setting up a sole Trust for Stephen Romanik II. Entertainment Media Trust has as its Executor and Trustee, Dennis James Watkins. Entertainment Media Trust has Stephen Romanik II as sole and one hundred percent beneficiary of said Trust and any and all assets and properties acquired by Entertainment Media Trust.



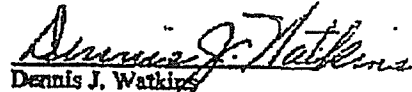
Stephen Romanik II
Beneficiary

Kathrina Sanders

Notary Public

Official Commission Expires

Jan. 7, 2008



Dennis J. Watkins
Executor and Trustee

"EXHIBIT A"
TO
NONJUDICIAL SETTLEMENT
AGREEMENT

**TRUST AGREEMENT
OF
THE ENTERTAINMENT MEDIA TRUST**

I, ROBERT S. ROMANIK, have transferred ten dollars to DENNIS J. WATKINS, as trustee. That asset and any other assets received by the trustee (the "trust estate") shall be held in trust subject to the provisions of this instrument.

This Trust Agreement is entered into by the parties pursuant to a nonjudicial settlement agreement under Section 16.1 of the Illinois Trusts and Trustees Act, 760 ILCS 5/1 et seq. All interested persons have entered into a binding nonjudicial settlement with respect to this trust. This instrument is a restatement of an instrument titled *Entertainment Media Trust*, signed by Stephen Romanik II and Dennis J. Watkins,

**Article 1
Introduction**

1.1 **Trust Beneficiary.** The initial and primary beneficiary of this trust is STEPHEN ROMANIK II. He is hereafter referred to as "the Beneficiary," or "Stephen."

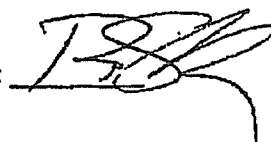
1.2 **Trust Assets.** Certain assets have previously been transferred to the trust.

The following radio tower sites have been acquired by the trust:

<u>Parcel Number</u>	<u>Date of Recording</u>	<u>County</u>	<u>Call Letters</u>
17-1-20-14-00-000-014.001	December 11, 2009	Madison	KQQZ
06-15.0-400.001	March 10, 2008	St. Clair	KZQZ
07-12-32-305-001	May 16, 2006	Bond	WQQW
01-13.0-309-035	January 20, 2010	St. Clair	WQQX

The following FCC Commercial Broadcast Station licenses have been acquired by the trust:

<u>Call Sign</u>	<u>Facility ID NUMBER</u>	<u>Location</u>	<u>Class of Service</u>
KQQZ	5281	DeSoto, MO	AM
KZQZ	72391	St. Louis, MO	AM
WQQW	90598	Highland, IL	AM
WQQX	72815	East St. Louis, IL	AM



1.3 **Name of Trust.** The name of this trust shall be the *Entertainment Media Trust*.

**Article 2
Trust Irrevocable**

This instrument and the trusts established under this instrument are unamendable and irrevocable.

**Article 3
Trust Distributions**

3.1 Mandatory Payment of Income. The trustee shall pay all the income to the Stephen, at lease annually.

3.2 Discretionary Payment of Principal. The trustee may pay to the Stephen as much of the principal as the trustee from time to time considers necessary for his health, maintenance in reasonable comfort, or education.

3.3 Lifetime Withdrawal of Principal. After Stephen has attained age 50, the trustee shall distribute as much of the principal to him as he from time to time requests by written instrument delivered to the trustee during the child's life.

3.4 Power of Appointment at Death. On his death, the trustee shall distribute the trust assets to any one or more persons, organizations, and his estate as he appoints by will, specifically referring to this power of appointment.

3.5 Distribution on Termination. On the death of Stephen, the trustee shall distribute the trust assets not effectively appointed to his then living descendants.

**Article 4
Distribution to Beneficiaries under Prescribed Age**

Any property to be distributed to a beneficiary who is under age 25 at the time of distribution shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms. The trustee may pay to the beneficiary as much of the income and principal as the trustee deems advisable for the beneficiary's health, maintenance in reasonable comfort, or education. Any income not so paid in each tax year shall be added to principal at the end of each tax year. The trustee shall distribute the remaining trust assets to the beneficiary when the beneficiary attains age 25 or to the beneficiary's estate if the beneficiary dies prior to receiving the assets.

Article 5
Contingent Gift Provision

On the death of the last to die of all beneficiaries of any trust (the "termination date"), any of the trust not otherwise distributable shall be distributed to my heirs. Heirs and their respective shares shall be determined under the laws of descent and distribution of Illinois at my death for property located in Illinois as if I had died on the termination date unmarried and domiciled in Illinois.

Article 6
Trustee Succession

6.1 Resignation. A trustee may resign at any time by signed notice to the income beneficiaries.

6.2 Individual Trustee Succession. Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination, and on any stated contingency, and (b) may amend or revoke the designation before the designated trustee begins to act.

6.3 Default of Designation. If at any time no trustee is acting and no designated trustee is able and willing to act, then the trustee shall be any individual or qualified corporation appointed in an instrument signed by a majority of the income beneficiaries; provided, however, that under no circumstances may Grantor be appointed a trustee.

6.4 Corporate Trustee Substitution. A corporate trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified corporation has been appointed corporate trustee in the same manner.

Article 7
Trustee Actions

7.1 Control. Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor.

7.7 Delegation to Co-Trustee. Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

7.8 Compensation. The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

7.9 Determinations by Trustee. The trustee's reasonable determination of any question of fact shall bind all persons.

7.10 Third-Party Dealings. The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

7.11 Exoneration of Trustee. Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

7.12 Bond. No trustee need give bond, qualify before, or account to any court.

7.13 Powers of Successor Trustee. Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

Article 8

Trustee Powers

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

8.1 Retention. To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

8.2 Sale. To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms and the trustee sees fit;



8.3 Real and Tangible Personal Property. To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

8.4 Borrowing. To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

8.5 Investing. To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

8.6 Joint Investments; Distribution; Determination of Value. To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

8.7 Rights as to Securities. To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

8.8 Conservation of Assets. To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

8.9 Delegation. To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable

8.10 Payment of Expenses and Taxes. To pay all expenses incurred in the administration of the trust, and to pay all taxes imposed on the trust;

8.11 Determination of Principal and Income. To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a)

RSR

reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation, major repair, improvement, or replacement of trust property that the trustee deems advisable; and (b) any premium paid for interest bearing debt obligations shall be amortized out of income;

8.12 Compromising Claims. To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

8.13 Nominee Arrangements. To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

8.14 Liability Insurance. To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

8.15 Accepting Additional Property. To accept additional property from any source and administer it as a part of the trust; if the addition is made by a will, the trustee may accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

8.16 Environmental Matters. To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

8.17 Ability To Take Other Actions. To do all other acts to accomplish the proper management, investment, and distribution of the trust.

Article 9 Administrative Provisions

9.1 Income Payments. Mandatory income payments shall be made at least quarterly.

9.2 Standard for Discretionary Payments. In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

9.3 Small Trust Termination. The trustee may terminate any trust with a value at the time of termination less than the Minimum Trust Value. This power may not be exercised by a trustee who is a beneficiary of the trust. The Minimum Trust Value shall be the sum of (a) \$100,000 and (b) the percentage increase, if any, in the cost of living from January 1 of the year in which I executed this instrument until January 1 of the year of termination multiplied by \$100,000. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the index ceases to be published, there shall be substituted any other index the trustee determines to reflect similar information.

9.4 Facility of Payment. The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The trustee may make distributions of tangible personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

9.5 Spendthrift. No interest under this instrument shall be assignable by any beneficiary, or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

9.6 Accrued and Unpaid Income. Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

9.7 Controlling Law. The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

Article 10

Definitions

10.1 Child and Descendant.

(a) **Child.** A "child" of a person means only: (1) a child born to the person or to the person's spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; or (3) a child lawfully adopted by the person prior to that child's attaining age 21.

(b) **Descendant.** A child of a person is a "descendant" of that person and of all ancestors of that person. A person's descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants *per stirpes*, the word "descendants" includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.

(c) **Child in Gestation.** A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

10.2 Code. References to Sections of the "Code" refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

10.3 Education. "Education" means a pre-school, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

10.4 Incapacity. A person shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act on incapacity.

10.5 Income Beneficiary. An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

10.6 Per Stirpes. Whenever assets are to be allocated for or distributed to the descendants of a person *per stirpes*, those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for the then living descendants collectively of each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants *per stirpes* in accordance with the preceding sentence and this sentence.

10.7 Qualified Corporation. A "qualified corporation" means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that is not a related or subordinate party under Code Section 672(c) as to any beneficiary under this instrument.

10.8 **Spouse.** The "spouse" of any person, other than me, means the individual legally married to, and not legally separated from, that person on the date of the distribution then in question or on the date of the prior death of that person.

Article 11
Captions and Context of Terms

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

Now, the parties affix their signatures, to indicate their willingness to be bound by the terms hereof.


ROBERT S. ROMANIK, Grantor

12-19-12
Date


DENNIS J. WATKINS, Trustee

12-19-12
Date

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)


Subscribed by ROBERT S. ROMANIK, Dec. 19, 2012.


Notary Public

This document was prepared by:

PAUL H. LAUBER
3 B Club Centre Court
Edwardsville, IL 62025
618 692 9080
618 692 9105 fax
paul@lauberlaw.us




Grantor's initials: 

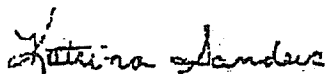
MEMORANDUM OF LAW


As stated in my previous Memorandum of Law filed in this matter the document shown below is not a trust nor does it create a trust under Illinois law.

Entertainment Media Trust

Entertainment Media Trust has been established in the State of Illinois for the purpose of setting up a sole Trust for Stephen Romanik II. Entertainment Media Trust has as its Executor and Trustee, Dennis James Watkins. Entertainment Media Trust has Stephen Romanik II as sole and one hundred percent beneficiary of said Trust and any and all assets and properties acquired by Entertainment Media Trust.


Stephen Romanik II
Beneficiary


Katrina Sanders
Notary Public
Official Commission Expires
Jan. 7, 2008


Dennis J. Watkins
Executor and Trustee

Licensee is trying to fool the Commission by suggesting that the Nonjudicial Settlement Agreement attached to the opposition to petition to deny fixes problems that a trust was never created. A Nonjudicial Settlement Agreement is provided for in 760 ILCS 5/16.1(d) which reads as follows:

Exhibit "B"

Nonjudicial Settlement Agreements.

1. For purposes of this Section, “interested persons” means the trustee and all other persons and parties in interest whose consent or joinder would be required in order to achieve a binding settlement were the settlement to be approved by the court.

2. Except as otherwise provided in subsection (d)(3), interested persons, or their respective representatives determined after giving effect to the preceding provisions of this Section, may enter into a binding nonjudicial settlement agreement with respect to any matter involving a trust.

3. A nonjudicial settlement agreement is valid only to the extent its terms and conditions could be properly approved under applicable law by a court of competent jurisdiction.

4. Matters that may be resolved by a nonjudicial settlement agreement include but are not limited to:

- (A) interpretation or construction of the terms of the trust;
- (B) approval of a trustee’s report or accounting;
- (C) exercise or nonexercise of any power by a trustee;
- (D) the grant to a trustee of any necessary or desirable administrative power;
- (E) questions relating to property or an interest in property held by the trust;
- (F) resignation or appointment of a trustee;
- (G) determination of a trustee’s compensation;
- (H) transfer of a trust’s principal place of administration;
- (I) liability or indemnification of a trustee for an action relating to the trust;
- (J) resolution of disputes or issues related to administration, investment, distribution or other matters;

- (K) modification of terms of the trust pertaining to administration of the trust; and
- (L) termination of the trust, provided that court approval of such termination must be obtained in accordance with subsection (d)(5), and the court must conclude continuance of the trust is not necessary to achieve any material purpose of the trust; upon such termination the court may order the trust property distributed as agreed by the parties to the agreement or otherwise as the court determines equitable consistent with the purposes of the trust.

Section (d)(2) specifically provides that a nonjudicial settlement agreement may be entered into with respect to any matter involving a trust that is in existence. A review of Section (d)(4)(A)(B)(C)(D)(E)(F)(G)(H)(I)(J)(K) and (L) clearly show that the matters to be resolved by a nonjudicial settlement agreement are matters that related to an existing trust. In paragraph 2 of the "Trust Agreement of The Entertainment Media Trust" it states "All interested persons have entered into a nonjudicial settlement agreement with respect to this trust. This instrument is a restatement of an instrument titled Entertainment Media Trust, signed by Stephen Romanic II and Dennis J. Watkins. A trust was not created by the document entitled "Entertainment Media Trust" allegedly formed January 1, 2006. Therefore, a nonjudicial settlement agreement dated December 19, 2012 is not valid under Illinois Law and does not have the effect of making The Entertainment Media Trust a valid trust retroactively back to January 1, 2006. The nonjudicial settlement agreement is one more attempt by licensee to fool the Commission into believing that a trust has existed since January 1, 2006.

Respectfully Submitted,


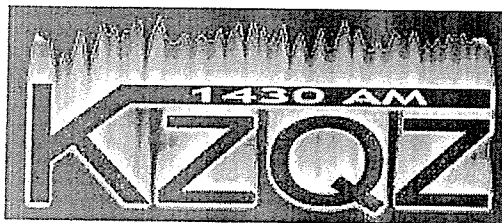
By: 
ROBERT J. SPRAGUE

EXHIBIT 2

For Immediate Release



Veteran multi-award winning production specialist, programmer, and air talent Terry Fox (Foxman) has been named General Manager/Program Director of the brand new KZQZ 1430 AM in St. Louis, Missouri and WWOZ 1510 AM in Belleville, Illinois. Insane Broadcasting Incorporated owns both properties.

Insane's Bob Romanik said "Foxman is not the typical type of radio person that clutters today's airwaves. He's a true artist who doesn't adhere to the cookie-cutter style of radio formatics that run amuck all over the dial. I'm very thrilled that he's running both stations and bringing fun back to the business. For my money, Terry Fox is one of the very best creative radio experts in the entire country. "

Fox said "This is the most fun I have had in radio for many years. Bob is a creative maverick with a keen perception of what is needed to bring listeners back to radio and turn the market on its' ear. It's time to make radio history as we bring fun and genuinely compelling radio back to the Gateway city."

Fox's voice has graced many legendary radio stations including WXRK, WNEW, and WKTU in New York City, KMEL/San Francisco, KWST/Los Angeles, KHTR, KSLQ, KSD, KIHT, KWK and KADI in St. Louis, plus KCMO in Kansas City.

Insane Broadcasting Incorporated purchased 1430AM (WIL) from Bonneville International and began broadcasting a most unique Cool Oldies format on March 5th. Insane's WWOZ is now Cool Country playing nostalgia and re-current country music.

For More Information Contact:

Bob Romanik or Terry Fox
618-394-9965

April 1, 2008

EXHIBIT 3

LAW OFFICES
ANTHONY T. LEPORE, ESQ., P.A.

P.O. Box 823662

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REPLY TO: WASHINGTON

TELEPHONE (954) 433-2126
FACSIMILE (954) 436-6288
Washington DC Office (202) 681-2201

June 13th, 2011

Federal Communications Commission
Enforcement Bureau – Northeast Region
1550 North Northwest Highway, Room 306
Park Ridge, IL 60068

RE: Entertainment Media Trust – WQQX/WQQW
File No: EB-10-CG-0080
NAL/Acct. No.: 201132320003

Dear Sir or Madam:

Please find enclosed on behalf of Entertainment Media Trust, licensee of WQQX and WQQW, a Request for Reduction of Proposed Forfeiture in connection with the Notice of Apparent Liability for Forfeiture released May 19th, 2011.

Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms
Enclosures

In the Matter of

NAL/Acct No. 201132320003
FRN 0014655476

Following the acquisitions of WQQX and KQQX by EMT within 60 days of each other in late 2009/early 2010, EMT began consolidation of office operations for those two facilities, along with WQQW and KZQZ at a single location. Both the WQQX and

KQQZ public files, as delivered from prior licensees, were in disarray and all of the 4 station files were initially maintained at separate locations. At the time of the FCC Chicago field office visit (in conjunction with the Kansas City field office), the consolidated location in Belleville, Illinois was under construction to facilitate the office operations of all four stations from that single location (and was readily evident and disclosed to the respective field agents from each office). Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on that date were unable to locate the relevant documents. Following the April 20th, 2010 inspection, EMT completed construction and all four (4) station public files were reestablished in one location, items that preceded EMT's acquisition of the particular stations were located and placed in the public file, and an experienced broadcaster was engaged by EMT to update and maintain the public files, and continues to do so through this date. Unlike the licensee in a recent similar matter (*Blue Skies Broadcasting Corp. DA 11-954, File No: EB-10-SD-0102*), who failed to correct the public file omissions even after field agent visits, resulting in an upward adjustment of the base forfeiture, EMT took immediate steps and hired staff dedicated expressly to maintenance of the four (4) public files.

EMT has no prior history of FCC rules violations (*See e.g., Communications Systems, Inc., Forfeiture Order, 25 FCC Rcd 12516 (MB 2010) (reducing forfeiture by 20 percent from \$1,500 to \$1,200 based on history of compliance); Wayne State College, Forfeiture Order, 24 FCC Rcd 2484 (2009) (reducing forfeiture by 20 percent from \$9,000 to \$7,200 based on history of compliance)*). Given the history of compliance, along with the nature, circumstances, extent and gravity of the violation, and the remedial

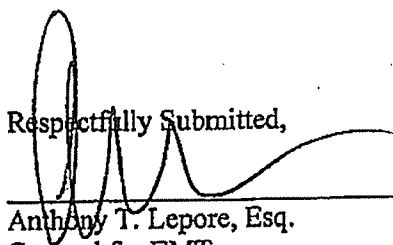
action taken, EMT requests that the Forfeiture amounts for WQQW and WQQX each be reduced at a minimum to the base forfeiture of \$10,000, consistent with prior Commission precedent, since EMT's violations, while admitted, were not more egregious than other intentional denials of access to public files (*see, e.g., Riverside Broadcasting, Inc. DA 00-2164, File No: EB-00-IH-0145, September 22, 2000*) and were rapidly corrected.

In additional to all of the foregoing reasons, EMT requests reduction of the overall forfeiture amounts for financial reasons. Attached to this Request are the past three (3) years US Federal Tax Returns Form 1120S for Insane Broadcasting Company (owned by EMT's beneficiary and the operating entity of the Stations), each of which evidence that EMT's operating company operated at a loss for the past three calendar years. Specifically the returns show, on line 21 of the 2010 return, that it had a net loss of \$[REDACTED] on line 21 of the 2009 return, that it had a net loss of \$[REDACTED] and on line 21 of the 2008 return, that it had a net loss of \$[REDACTED]. Payment of this forfeiture together with the companion forfeiture relating to KZQZ/KQQZ would impose a dire economic burden on EMT that it may not be able to recover from and would jeopardize the financial viability of the stations as a whole and ability of EMT to meet its obligations to employees and vendors.

Conclusion

For the reasons set forth herein, EMT requests that (1) the Forfeiture for the WQQW public file violation in the sum of \$12,000 be reduced at a minimum to the base forfeiture amount; and (2) the Forfeiture for the WQQX public file violation in the

amount of \$12,000.00 be reduced at a minimum to the base forfeiture amount, and (3) that the overall forfeiture amounts be reduced based on the financial circumstances as evidenced by the attached tax returns.




Respectfully Submitted,

Anthony T. Lepore, Esq.
Counsel for EMT
P.O. Box 823662
South Florida, FL 33082-3662
954.433.2126 (Tel)
anthony@radiotvlaw.net

DECLARATION OF STEPHEN ROMANIK II

I am beneficiary of the Trust which is the Licensee in the above captioned matter. I declare, under penalty of perjury, that I have reviewed the foregoing Request for Reduction of Proposed Forfeiture and the facts stated in the foregoing are true and correct.

Dated: 5/28/11


Signed 

CERTIFICATE OF SERVICE

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Request for Reduction of Proposed Forfeiture" was served this 13th day of June, 2011 by first class United States Mail, postage prepaid, upon the following:

Federal Communications Commission
Enforcement Bureau
Northeast Region – Chicago Office
1550 North Northwest Highway, Room 306
Park Ridge, IL 60068

And transmitted via email to: NER-Response@fcc.gov



Anthony T. Lepore, Esq.

LAW OFFICES
ANTHONY T. LEPORE, ESQ., P.A.

P.O. Box 823662

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REPLY TO: WASHINGTON

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FACSIMILE (954) 436-6288

Washington DC Office (202) 681-2201

June 13th, 2011

Federal Communications Commission
Enforcement Bureau – South Central Region
520 N.E. Colburn Road, 2nd Floor
Lees Summit, MO 64086

RE: Entertainment Media Trust – KZQZ/KQQZ
File No: EB-10-KC-0020
NAL/Acct. No.: 201132560003

Dear Sir or Madam:

Please find enclosed on behalf of Entertainment Media Trust, licensee of KZQZ and KQQZ, a Request for Reduction of Proposed Forfeiture in connection with the Notice of Apparent Liability for Forfeiture released May 19th, 2011.

Please do not hesitate to contact the undersigned should you have any questions.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms
Enclosures

In the Matter of

NAL/Acct No. 201132560003
FRN 0014655476

EMT admits to the facts as set forth in the Notice of Apparent Liability for Forfeiture as related by the Enforcement Bureau's Kansas City Field Office, but with respect to the public file violations, (as discussed in the companion *Request for Reduction of Proposed Forfeiture* being filed simultaneously in File No: EB-10-CG-0080 for commonly owned WQQX and WQQW), the deficiencies in the KZQZ and KQQZ public files arose from the consolidation and re-organization of same arising from the recent acquisitions of WQQX on January 15th, 2010 and KQQZ on November 30th, 2009 and the attendant consolidation of business operations of all four (4) stations into one location resulting in the temporary mislocation of certain portions of public files. At the time of the FCC Kansas City field office visit (in conjunction with the Chicago field office), the consolidated location in Belleville, Illinois was under construction to facilitate the office operations of all four stations from that single location (and was readily evident and

disclosed to the respective field agents from each office). Offices were temporarily relocated along with files and furnishings during the construction process and the personnel on hand on that date were unable to locate the relevant documents. Following the April 20th, 2010 inspection, EMT completed construction and all four (4) station public files were reestablished in one location, items that preceded EMT's acquisition of the particular stations were located and placed in the public file, and an experienced broadcaster was engaged by EMT to update and maintain the public files, and continues to do so through this date.

Additionally, EMT admits to the facts relating to KZQZ's equipment failure on April 20th, 2011 resulting in the failure to switch from daytime to nighttime pattern on that date but as set forth in the accompanying *Declaration*, the supervising engineer was out of town on April 20th, 2010 and the equipment responsible for automatically switching the signal went offline and could not be timely restored. As such, while the violation did occur, it was not a "willful" or "continuous" violation by EMT but was rather the result of equipment failure, which, as noted in the NAL was remedied by the time FCC agents re-took measurements on April 21st, 2010. Accordingly, EMT requests the \$7,000 forfeiture for this violation be reduced in accordance with the factors and guidelines set forth in §1.80(b) (4) of the FCC Rules.

EMT has no prior history of FCC rules violations (*See e.g., Communications Systems, Inc.*, Forfeiture Order, 25 FCC Rcd 12516 (MB 2010) (reducing forfeiture by 20 percent from \$1,500 to \$1,200 based on history of compliance); *Wayne State College*, Forfeiture Order, 24 FCC Rcd 2484 (2009) (reducing forfeiture by 20 percent from \$9,000 to \$7,200 based on history of compliance). Given the history of compliance,

along with the nature, circumstances, extent and gravity of the violations, and the remedial action taken, EMT requests that the Forfeiture for KZQZ be reduced at a minimum to the base forfeiture of \$10,000, consistent with prior Commission precedent, since EMT's violations, while admitted, were not more egregious than other intentional denials of access to public files (*see, e.g., Riverside Broadcasting, Inc. DA 00-2164, File No: EB-00-IH-0145, September 22, 2000*).

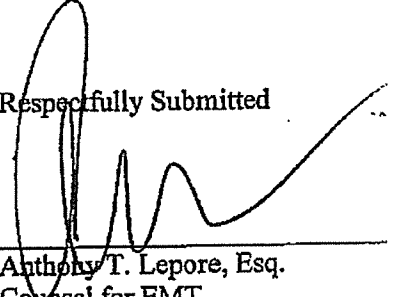
In addition to all of the foregoing reasons, EMT requests reduction of the overall forfeiture amounts for financial reasons. Attached to this Request are the past three (3) years US Federal Tax Returns Form 1120S for Insane Broadcasting Company (owned by EMT's beneficiary and the operating entity of the Stations), each of which evidence that EMT's operating company operated at a loss for the past three calendar years. Specifically the returns show, on line 21 of the 2010 return, that it had a net loss of \$[REDACTED], on line 21 of the 2009 return, that it had a net loss of \$[REDACTED] and on line 21 of the 2008 return, that it had a net loss of \$[REDACTED]. Payment of this forfeiture together with the companion forfeiture relating to WQQX/WQQW would impose a dire economic burden on EMT that it may not be able to recover from and would jeopardize the financial viability of the stations as a whole and ability of EMT to meet its obligations to employees and vendors.

Conclusion

For the reasons set forth herein, EMT requests that (1) the Forfeiture for the KZQZ equipment failure in the sum of \$7,000 be reduced; (2) the Forfeiture for KZQZ public file violations in the amount of \$12,000.00 in the above captioned matter be reduced at a minimum to the base forfeiture amount, and (3) that the overall forfeiture

amounts be reduced based on the financial circumstances as evidenced by the attached
tax returns.

Respectfully Submitted



Anthony T. Lepore, Esq.
Counsel for EMT
P.O. Box 823662
South Florida, FL 33082-3662
954.433.2126 (Tel)
anthony@radiotvlaw.net

DECLARATION OF STEPHEN ROMANIK II

I am beneficiary of the Trust which is the Licensee in the above captioned matter. I declare, under penalty of perjury, that I have reviewed the foregoing Request for Reduction of Proposed Forfeiture and the facts stated in the foregoing are true and correct.

Dated: 5/28/11

Signed Stephen Romanik II

DECLARATION OF MICHAEL PETZ

I am the Station Engineer for KZQZ and make this declaration under penalty of perjury, that the facts stated below are true and correct:

1. I was absent from the area and traveling on April 20th, 2010 when FCC field agents from the Kansas City office took measurements of the KZQZ broadcast signal, as well as on April 21st, 2010 when the same agents visited the KZQZ studios.
2. During my absence, the computer equipment that operates the systems used to switch the KZQZ transmitter from daytime pattern to nighttime pattern failed. Although the transmitter may be switched manually, it was not discovered that the failure had occurred until early on April 21st, 2010.
3. The transmitter was manually switched on April 21st, 2010 and thereafter until I returned to KZQZ and was able to restore the equipment that had failed. Since that failure KZQZ has established procedures to monitor the automatic switching to verify it occurs as required and has established procedures for making required measurements relative to spurious and harmonic emissions as required by §73.1590(d).

Further Declarant sayeth not.

Dated: MAY 29, 2011

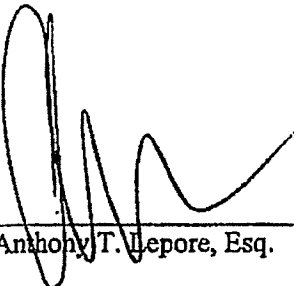
Signed 

CERTIFICATE OF SERVICE

I, Anthony T. Lepore, Esq., principal of the law firm of ANTHONY T. LEPORE, ESQ., P.A., hereby certify that a copy of the foregoing "Request for Reduction of Proposed Forfeiture" was served this 13th day of June, 2011 by first class United States Mail, postage prepaid, upon the following:

Federal Communications Commission
Enforcement Bureau
South Central Region – Kansas City Office
520 N.E. Colburn Rd., 2nd Floor
Lees Summit, MO 64086

And transmitted via email to: SCR-Response@fcc.gov



Anthony T. Lepore, Esq.

LAW OFFICES
ANTHONY T. LEPORE, ESQ., P.A.

P.O. Box 823662

SOUTH FLORIDA, FLORIDA 33082-3662

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REPLY TO: WASHINGTON

TELEPHONE (954) 433-2126
FACSIMILE (954) 436-6288
Washington DC Office (202) 681-2201

July 8th, 2011

Diane Law-Hsu, Esq.
FCC Enforcement Bureau – South Central Region
520 N.E. Colbern Rd., 2nd Floor
Lees Summit, Missouri, 64086

RE: Entertainment Media Trust – KZQZ/KQQZ
File No: EB-10-KC-0020
NAL/Account No: 201132560003

Dear Ms. Law-Hsu:

Please find enclosed as you requested the personal tax returns of Stephen Romanik, the sole beneficiary of Entertainment Media Trust, in connection with the above matter, as furnished to me by his CPA. Please note that the radio station income or loss is reflected in part on line 17 of these returns as Mr. Romanik has (i) regular wages as a police officer reflected on line 7 of each return, and (ii) other business income from an unrelated business as shown on the Schedule E forms attached to the return. Please feel free to share these documents with Sharon Webber in the NorthEast Region (Chicago) office in connection with NAL #201132320003 for WQQX/WQQW. The better indicator of the licensee's financial ability I believe is reflected in the corporate tax returns for Insane Broadcasting previously provided.

I have, as previously discussed, redacted Mr. Romanik's social security number from the documents in the interests of identity protection particularly since he is a police officer.

Please let me know if you have any questions regarding the enclosed.

Sincerely,

Anthony T. Lepore, Esq.

ATL:ms
Enclosures

EXHIBIT 4

July 5, 2012

Dear Mr. Ramage,

After talking to you by telephone on Monday, July 2, 2012, I followed your instructions immediately and started repairs because of the vandalism on the fences and locks at the KQQZ 1190 AM transmitter.

You further requested the date when the vandalism and trash drop off was observed. On the approximately June 21, 2012, the latest vandalism was discovered.

After discovering the vandalism, I then notified the handyman we use to fix anything of a construction nature.

He was on vacation, out of town from June 17, 2012 until July 9, 2012. Not knowing much about construction or repairs and because of the very extreme heat in our area, I advised him to complete the repairs at the 1190 AM transmitter site as soon as possible upon returning from vacation, but again, after being notified by you about the urgency of getting these repairs completed, I and my son secured the materials necessary for the repairs and immediately started fixing the necessary repairs at the 1190 AM transmitter site.

We certainly learned a little bit about construction real fast but the 105 degree temperature was just about too much to bear.

As you can see by the enclosed photographs, we replaced all the destroyed wood fencing and replaced the damaged and stolen locks, some we actually double locked, for additional security.

I actually think there may have been an attempt to steal the generator but as you can see by the enclosed photograph, it is very big and heavy.

As can be seen by your visit to our Broadcast Studio, we always attempt to keep everything in good shape, nice and proper working order, which we do have complete control of this environment, unlike the Transmitter site, which there, we are at the mercy of others.

We also put up no trespassing signs and replaced all the frequency-warning signs that were either pulled down or stolen. Hopefully this may help to curtail any future vandalism (see enclosed photographs).

We didn't call the police because there were never any thefts, just minor vandalism, as you can see in the enclosed photographs and I believe we have a \$1,000 deductible on our insurance policy.

Also, being an ex-police officer, I know that there really nothing that can be done for minor vandalism situations when insurance is not involved.

If you would like though, the next time there is any vandalism at the 1190 AM Transmitter site, I will request some sort of report be made, assuming they will make a report on minor vandalism.

As I know that you, upon visiting the 1190 AM Transmitter site, can see, sets well of the main road in our area that is not visible either to the general public or the motoring public, which lends for convenient theft or vandalism.

Also enclosed is a diagram of the Transmitter site and I numbered each site to make it easier for you to understand the enclosed photographs.

If anything is needed, please don't hesitate to contact us.

Again, thank you very much for your guidance and consideration.

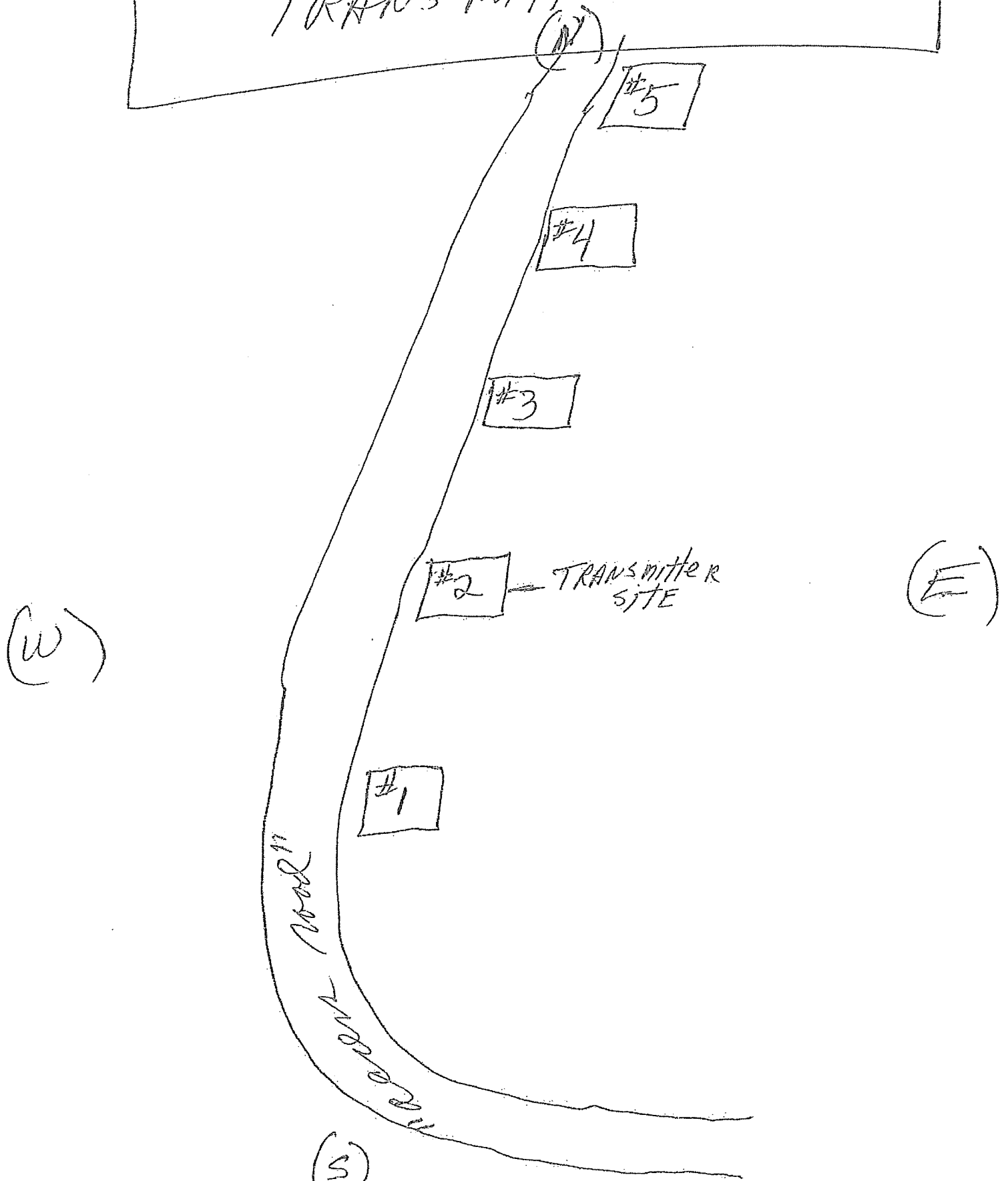
Respectfully Submitted,

A handwritten signature in black ink, appearing to be the name 'Ral' in a stylized, cursive script.

Entertainment Media Trust

P.S.: Also enclosed is the engineering study you requested.

KQQZ 1190AM
TRANSMITTER SITE



Plateau Management Company, Inc.

Technical Consultants to the Telecommunications Industry

10614 Rockley Road Houston, Texas 77099

Tel (281) 575-1270 Fax (281) 879 - 9944 Cell: (281) 468-8667

e-mail: plateau@oplink.net

July 2, 2012

Dennis J. Watkins, Trustee
Entertainment Media Trust
Radio Station KQQZ
6500 West Main St,
STE 315
Belleville, IL 62223

Re: Discrepancy in geographic co-ordinates for KQQZ transmitter site

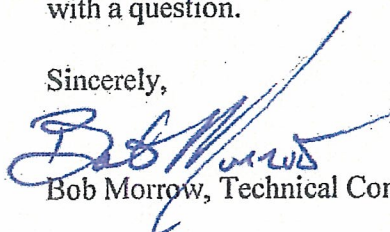
Mr. Watkins,

I understand there is some confusion regarding the listed geographic "Center of Array" co-ordinates for KQQZ's transmitter site. I am attaching a number of items which attest to what happened; however, in a nutshell, while preparing the application to add the night tower and operation to KQQZ back in 2010, our office discovered the licensed co-ordinates for KQQZ at the FCC were in fact, incorrect and that the five tower daytime array was constructed where it had been depicted on previous exhibits but that the listed co-ordinates for that site as listed, were incorrect. This is not an uncommon event. Many licensed AM and even FM transmitter sites that appear on the FCC's data bases are incorrect by in some cases, up to a mile or more. In the case of KQQZ, the actual licensed co-ordinates were 2,719 feet (857 meters) southeast of where the site actually exists. That an error of a bit more than a half mile and certainly needed to be corrected which we did as part of our application to add the 650 watt nighttime pattern and change the Community of Licensed to Fairview Heights, IL (BP-20100215AAY). The correction was routinely granted as part of the Construction Permit ("CP") which was granted on October 28, 2010..

I am attaching a copy of the CP in which the corrected co-ordinates were granted along with exhibits from the actual application including the engineering statement in which the change in co-ordinates was requested, the aerial view of the site in which the corrected co-ordinates were shown and a copy of a portion of a USGS topographic map upon which both the corrected and incorrect co-ordinates were indicated.

I trust these documents will explain any questions which remain regarding the matter. If not, please contact me and we will do whatever is necessary to make the situation plain to anyone with a question.

Sincerely,



Bob Morrow, Technical Consultant



United States of America
FEDERAL COMMUNICATIONS COMMISSION
AM BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, Son Nguyen
6500 WEST MAIN STREET
SUITE 315
BELLEVILLE IL 62223

Supervisory Engineer
Audio Division
Media Bureau

Grant Date: October 28, 2010

Facility Id: 5281

Call Sign: KQQZ

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Permit File Number: BP-20100216AAY

Permit to correct coordinates, change night pattern, and change city of license.

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Hours of Operation: Unlimited

Average hours of sunrise and sunset:
Local Standard Time (Non-Advanced)

Jan.	7:15 AM	5:00 PM	Jul.	4:45 AM	7:30 PM
Feb.	6:45 AM	5:30 PM	Aug.	5:15 AM	7:00 PM
Mar.	6:15 AM	6:00 PM	Sep.	5:45 AM	6:15 PM
Apr.	5:30 AM	6:30 PM	Oct.	6:15 AM	5:30 PM
May	4:45 AM	7:00 PM	Nov.	6:45 AM	4:45 PM
Jun.	4:30 AM	7:30 PM	Dec.	7:15 AM	4:45 PM

Callsign: KQQZ

Permit No.: BP-20100216AAY

Name of Permittee: ENTERTAINMENT MEDIA TRUST, DENNIS J. WATKINS, TRUSTEE

Station Location: FAIRVIEW HEIGHTS, IL

Frequency (kHz): 1190

Station Class: B

Antenna Coordinates:

Day

Latitude: N 38 Deg 42 Min 43 Sec ✓

Longitude: W 90 Deg 03 Min 38 Sec

Night

Latitude: N 38 Deg 42 Min 43 Sec ✓

Longitude: W 90 Deg 03 Min 38 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 10.0 Night: 0.65

Antenna Mode: Day: DA Night: DA

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Antenna Registration Number(s):

Day:

Tower No.	ASRN	
1	None	60.4
2	None	60.4
3	None	60.4
4	None	60.4
5	None	60.4

Night:

Tower No.	ASRN	
1	None	60.4
2	None	60.4

Callsign: KQQZ

Permit No.: BP-20100216AAY

DESCRIPTION OF DIRECTIONAL ANTENNA SYSTEM

Theoretical RMS (mV/m/km): Day: 1080.8 Night: 228.7

Standard RMS (mV/m/km): Night: 240.3

Augmented RMS (mV/m/km): Day: 1292.77

Q Factor: Day: Night:

Theoretical Parameters:

Day Directional Antenna:

Tower No.	Field Ratio	Phasing (Deg.)	Spacing (Deg.)	Orientation (Deg.)	Tower Ref Switch *	Height (Deg.)
1	1.0000	248.000	0.0000	0.000	0	84.9
2	2.9950	32.400	90.0000	35.000	0	84.9
3	4.0530	180.000	180.0000	35.000	0	84.9
4	2.9950	327.600	270.0000	35.000	0	84.9
5	1.0000	112.000	360.0000	35.000	0	84.9

* Tower Reference Switch

0 = Spacing and orientation from reference tower

1 = Spacing and orientation from previous tower

Augmentation Parameters:

Aug No.	Central Azimuth (Deg. T)	Span (Deg.)	Radiation at Central Azimuth (mV/m @ 1 km)
1	16.0	32.0	114.10
2	54.0	64.0	81.00
3	86.0	48.0	83.65
4	110.0	48.0	132.40
5	143.5	35.0	314.90
6	215.0	80.0	3257.00
7	286.5	60.0	487.40
8	320.0	32.0	120.50
9	344.0	20.0	113.17

Theoretical Parameters:

Night Directional Antenna:

Tower No.	Field Ratio	Phasing (Deg.)	Spacing (Deg.)	Orientation (Deg.)	Tower Ref Switch *	Height (Deg.)
1	1.0000	0.000	0.0000	0.000	0	84.9
2	1.0000	15.000	207.2000	247.600	0	84.9

* Tower Reference Switch

0 = Spacing and orientation from reference tower

1 = Spacing and orientation from previous tower

Inverse Distance Field Strength:

The inverse distance field strength at a distance of one kilometer from the above antenna in the directions specified shall not exceed the following values:

Night:

Azimuth:	Radiation:	
48	10.53	mV/m
87.5	10.53	mV/m
210.5	10.53	mV/m
285	10.61	mV/m

Special operating conditions or restrictions:

- 1 The permittee must submit a proof of performance as set forth in either Section 73.151(a) or 73.151(c) of the rules before program tests are authorized.
A proof of performance based on field strength measurements, per Section 73.151(a), shall include a complete nondirectional proof of performance, in addition to a complete proof on the (night) directional antenna system. The nondirectional and directional field strength measurements must be made under similar environmental conditions. The proof(s) of performance submitted to the Commission must contain all of the data specified in Section 73.186 of the rules.
Permittees who elect to submit a moment method proof of performance, as set forth in Section 73.151(c), must use series-fed radiators. In addition, the sampling system must be constructed as described in Section 73.151(c) (2) (i).
- 2 Permittee shall install a type accepted transmitter, or submit application (FCC Form 301) along with data prescribed in Section 73.1660(b) should non-type accepted transmitter be proposed.
- 3 A license application (FCC Form 302) to cover this construction permit must be filed with the Commission pursuant to Section 73.3536 of the Rules before the permit expires.
- 4 Licensee shall be responsible for satisfying all reasonable complaints of blanketing interference within the 1 V/m contour as required by Section 73.88 of the Commission's rules.

Callsign: KQQZ

Permit No.: BP-20100216AAY

Special operating conditions or restrictions:

- 5 Ground system consists of 120 equally spaced, buried, copper radials, each 63 meters in length except where intersecting radials are shortened and bonded to a transverse copper strap midway between adjacent towers, plus a copper ground screen 7.3 meters square, about the base of each tower.

*** END OF AUTHORIZATION ***

AMENDED ENGINEERING STATEMENT

Entertainment Media Trust, Licensee
KQQZ (AM) 1190 kHz, DeSoto, MO
Has: 10 kW, DA-D, Seeks: 10 kW, DA-D
0.65 kW, DA-N, U, DA-2
Change Community of License
(BP-20100219AAY)
April, 2010

General Statement

This amended engineering statement was prepared on behalf of Entertainment Media Trust ("EMT"), licensee of AM station KQQZ ("KQQZ") (FCC ID: 5281) at DeSoto, Missouri. In addition to addressing its originally filed proposal as herein amended, EMT addresses the informal objection filed by Disney Radio Group LLC ("Disney") (Action ID: 33119) originally filed 4/8/2010 and amended 4/15/2010. As amended, the overlap concerns presented by are corrected.

KQQZ was previously granted a construction permit ("CP") under file number: BMJP-20051031AEJ to change city of license and add night service at University City, Missouri. Under a separate paper filing, EMT has surrendered that CP and along with it, the authority to change community of license to University City, Missouri. With this filing, EMT seeks the following:

1. To correct the geographic co-ordinates for the center of the array of the KQQZ Daytime array at Granite City, Illinois. It was discovered during preparation of the instant application that the co-ordinates listed on the KQQZ license are inaccurate and are corrected with this filing;
2. To change the community of license ("COL") for KQQZ from DeSoto, Missouri to Fairview Heights, Illinois. A complete Section 307(b) per the Tuck decision is included with this filing;
3. To reclassify KQQZ from Class D to Class B by adding night service of 650 watts utilizing a directional antenna system to be co-located with the KQQZ daytime directional antenna system.

Correction of Daytime Co-ordinates

As part of its determination of the co-ordinates for the center of the proposed nighttime array, it was discovered that the licensed daytime array center of the array co-ordinates are incorrect. The corrected geographic coordinates were determined using Google Earth, USGS 7.5 minute series maps and on site GPS readings. The correct geographic co-ordinates for the center of the array (which is the location of Tower # 3 in the Daytime array) are:

N 38° - 42' - 43"

W 90° - 03' - 38"

These coordinates are 0.818 km (0.508 mi) from the licensed center of the array on a bearing of 309.96° from the licensed co-ordinates. The distance between the two sets of co-ordinates are minimal and have virtually no impact on the coverage of the Daytime pattern, they are corrected with this filing (See: Form 301, Section III, 4(b) for corrected co-ordinates).

In addition, with the instant amendment, the center of the night array is moved sufficiently to make the Daytime co-ordinates essentially the same as the proposed Nighttime array and are therefore, utilized in determining contours for both Day and Night patterns.

Change Community of License

EMT proposes with this filing to change the COL of KQQZ to Fairview Heights, Illinois as that community's first aural service. If granted, the city of DeSoto, Missouri will continue to be served by one Class A commercial FM station, KDJR (FCC ID: 5279), 100.1 MHz. A complete Section 307(b) exhibit is presented with this filing (See: Section III, Question 12, Exhibit: 20).

Change Classification of KQQZ from Class D to Class B

EMT proposes to reclassify KQQZ from a Class D operation with minimal night operation of 22 watts to a Class B operation by adding a directional antenna system with different constants from the Daytime authorization with a nominal 650 watts of power at night. EMT proposes to install a two tower array utilizing Tower # 4 in the Daytime KQQZ array as Tower # 1 at night and adding an additional tower on a bearing of 243.0° T from the proposed Night Tower # 1 at a distance of 204.3° (470.0 feet/143.3 m) from Nighttime Tower #1. The proposed KQQZ night operation complies with the requirements of 47 C.F.R.

Section 73.182 Appropriate technical exhibits and allocation study documents are included in Section III for form 302 under Question 10(b), Exhibit: 17.

The NIF of the proposed KQQZ night operation was determined to be the 3.7 mV/m contour. Both the 3.7 mV/m contour and the 5.0 mV/m contour of the proposed night operation provide more than 100% of the proposed COL with groundwave coverage.

Respectfully submitted,

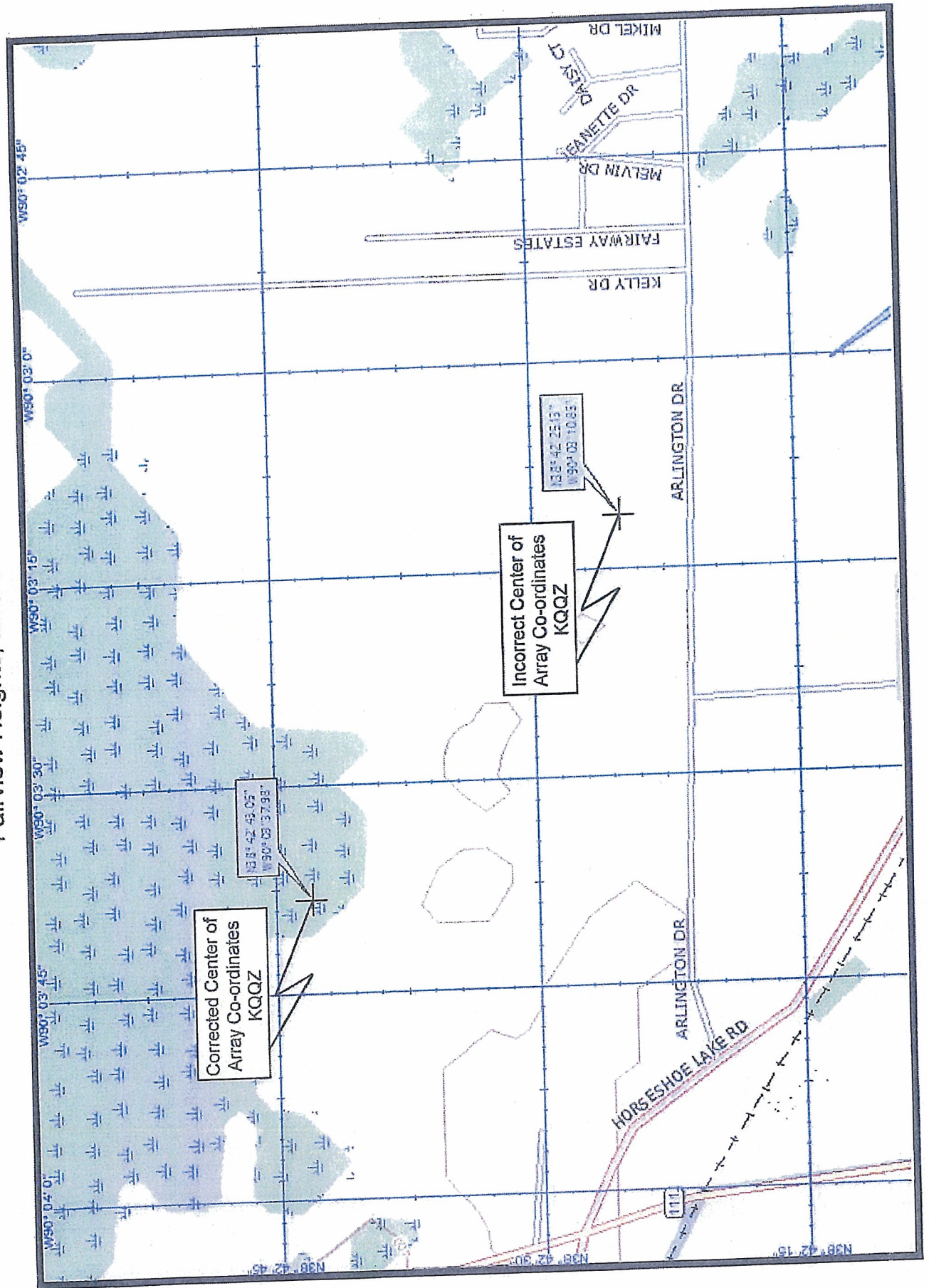


Bob Morrow
Technical Consultant

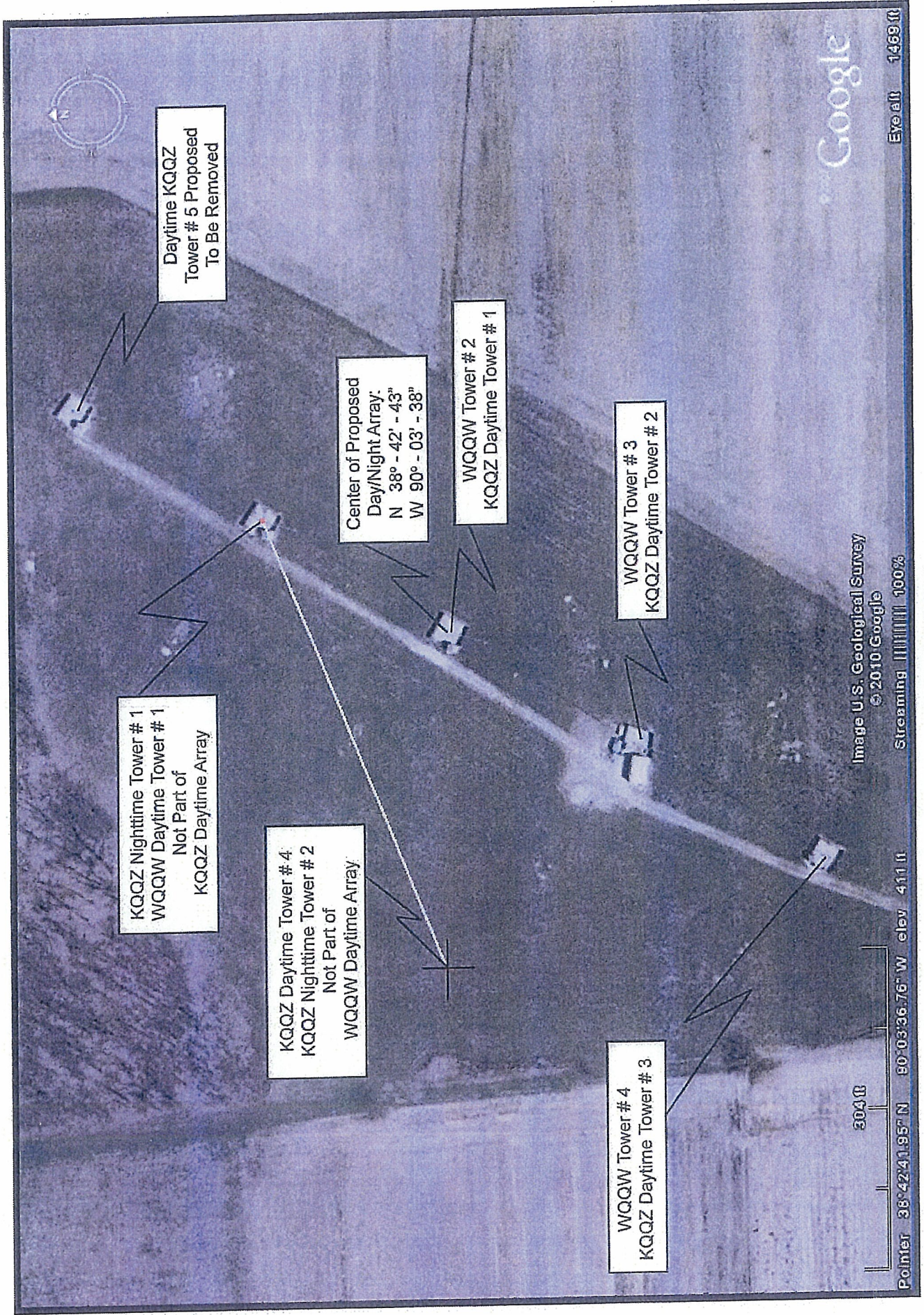
P.O. Box 2397
Stafford, Texas 77477

281-645-6317 Office
281-879-9944 Fax
bobmorrow@oplink.net

Corrected Co-ordinates Exhibit For KQQZ (AM)
1190 kHz, Proposed: 10.0 kW-D, 0.65 kW-N, U, DA-2
Fairview Heights, Illinois



Aerial Photograph of Currently Licensed KQQZ Daytime Array, Proposed KQQZ Daytime Array and Proposed KQQZ Night Array and Proposed WQQW Daytime Array



(Amended 6/2011)

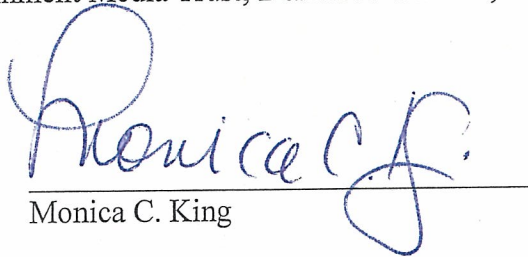
CERTIFICATE OF SERVICE

I, Monica C. King, hereby certify that a true and correct copy of the foregoing "Reply to Opposition to Petition to Deny" was sent by first-class, postage prepaid mail this 10th day of January 2013 to the following:

Peter H. Doyle, Chief
Audio Division, Media Bureau
Federal Communications Commission
Room 2-A267
445 12th Street, S.W.
Washington, D.C. 20554

Davina S. Sashkin, Esq.
Franciso R. Montero, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209-3801

Counsel for Entertainment Media Trust, Dennis J. Watkins, Trustee


Monica C. King