



Federal Communications Commission
Washington, D.C. 20554

April 4, 2022

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

In Reply Refer to:
1800B3-SW

The Emperor's Circle of Shen Yun
c/o James Winston, Esq.
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In re: **THE EMPEROR'S CIRCLE OF SHEN YUN**
KQSG-LP, El Monte, CA
Facility ID 196570
File No. 0000154968

Letter of Inquiry – Response Required

Dear Licensee:

We are currently evaluating an Informal Objection (Objection) filed against the license renewal application (Renewal Application) of low power FM (LPFM) station KQSG-LP, El Monte, California (Station).¹ The Emperor's Circle of Chen Yun (Licensee) filed the Renewal Application on July 30, 2021. The Objection was filed on July 31, 2021, by Nora Hamamciyan (Hamamciyan).² Licensee filed an Opposition to the Objection on November 30, 2021,³ and Hamamciyan filed a supplement to the Objection (Supplement) on December 17, 2021.⁴ In order to evaluate the arguments raised, we request the additional information described below.

Background. The Media Bureau (Bureau) is investigating potential statutory and rule violations of section 312(g) of the Communications Act of 1934, as amended (Act),⁵ and section 73.850(d) of the Commission's rules (Rules), regarding station license expiration due to extended periods of silence or unauthorized operation, and the Station's compliance with the requirement to notify the Commission no later than the 10th day of any period of any silence and to request Commission authorization for any period of silence exceeding 30 days.⁶ The Commission is also investigating the Station's compliance with section 73.860(e) of the Rules which prohibits LPFM stations from entering into time brokerage or management agreements.

¹ Application File No. 0000154968 (filed July 30, 2021).

² Pleading File No. 0000155119 (filed July 31, 2021).

³ Pleading File No. 0000173736 (filed Nov. 30, 2021).

⁴ Pleading File No. 0000177427 (filed Dec. 17, 2021).

⁵ 47 U.S.C. 312(g).

⁶ 47 CFR §73.850(d).

Section 312(g) of the Act provides that “if a broadcasting station fails to transmit broadcast signals for any consecutive 12-month period, then the station license granted for the operation of that broadcast station expires at the end of that period, notwithstanding any provision, term, or condition of the license to the contrary”⁷

Section 73.850(d) of the Rules provides that if causes beyond the control of the licensee make it impossible to adhere to the minimum operating schedule required by the Rules, “the station may limit or discontinue operation for a period not exceeding 30 days without further authority from the Commission provided that notice is sent to the Commission . . . no later than the 10th day of limited or discontinued operation.”⁸ Then, if “causes beyond the control of the licensee make it impossible to comply within the allowed period . . . [an STA] must be requested to remain silent for such additional time as deemed necessary.”⁹

Section 73.860(e) of the Rules provides that “[n]o LPFM licensee may enter into an operating agreement of any type, including a time brokerage or management agreement, with either a full power broadcast station or another LPFM station.”¹⁰

The Bureau is investigating issues raised in the Objection, specifically, (a) whether the Station has been silent for extended periods of time warranting expiration of the license under section 312(g), or if the Station has been silent for any extended period of time without Commission notification or authorization, and (b) whether Licensee has entered into an operating agreement of any type, including a time brokerage or management agreement, with either a full power broadcast station or another LPFM station. We direct the Licensee, pursuant to sections 4(i), 4(j), 308(b) and 403 of the Act,¹¹ to provide responses to the following inquiries, within thirty (30) calendar days from the date of this letter. The Licensee may supplement its responses with additional relevant information pursuant to sections 1.17 and 1.88 of the Rules.¹²

Accordingly, Licensee is directed to submit, within thirty (30) days of the date of this letter, truthful and complete responses to the following inquiries, with a copy served on each entity listed as receiving a copy of this letter. **We will dismiss Licensee’s Renewal Application pursuant to section 73.3568(a)(1) of the Rules¹³ unless we receive a complete response to this letter from that Licensee within 30 calendar days of the date of this letter.**

⁷ 47 U.S.C. 312(g); Implementation of Section 403(l) of the Telecommunications Act of 1996, 11 FCC Rcd 16499 (1996); 47 CFR § 73.1740(c). *See also* Eagle Broad. Group, Ltd. v. FCC, 563 F.3d 543 (D.C. Cir. 2009); *A-O Broad. Corp.*, Memorandum Opinion and Order, 23 FCC Rcd 603 (2008). *See also* 47 CFR § 73.1740(c) (“The license of any broadcasting station that fails to transmit broadcast signals for any consecutive 12-month period expires as a matter of law at the end of that period, notwithstanding any provision, term, or condition of the license to the contrary.”).

⁸ 47 CFR §73.850(d).

⁹ *Id.*

¹⁰ 47 CFR §73.860(e).

¹¹ 47 U.S.C. §§ 154(i), 154(j), 308(b), and 403.

¹² 47 CFR §§ 1.17, 1.88.

¹³ 47 CFR § 73.3568(a)(1) (“Failure to prosecute an application, or failure to respond to official correspondence or request for additional information, will be cause for dismissal.”).

Instructions

If Licensee requests that any information or Documents, as defined herein, responsive to this letter be treated in a confidential manner, the Licensee shall submit, along with such information or Documents a request for confidential treatment which complies with the requirements of section 0.459 of the Rules,¹⁴ including the standards of specificity set forth therein. Accordingly, “blanket” requests for confidentiality of a large set of Documents are unacceptable. Pursuant to section 0.459(c), the Bureau will not consider requests that do not comply with the requirements of section 0.459.

If Licensee withholds any information or Documents under claim of privilege, it shall submit, together with any claim of privilege, a schedule of the items withheld that states, individually as to each such item, the numbered inquiry to which each item responds and the type, title, specific subject matter, and date of the item; the names, addresses, positions, and organizations of all authors and recipients of the item; and the specific ground(s) for claiming that the item is privileged.

Each requested Document (including photographs), as defined herein, shall be submitted in its entirety, even if only a portion of that Document is responsive to an inquiry made herein, unless the Document is a recording or transcript, in which case it should be provided only for the period of time of the broadcast specified in the pertinent inquiry herein. The Document shall not be edited, cut, or expunged, and shall include all appendices, tables, or other attachments, and all other Documents referred to in the Document or attachments. All written materials necessary to understand any Document responsive to these inquiries must also be submitted.

If a Document responsive to any inquiry made herein existed but is no longer available, or if Licensee is unable for any reason to produce a Document responsive to any inquiry, the Licensee shall identify each such Document by author, recipient, date, title, and specific subject matter, and explain fully why the Document is no longer available or why the Licensee is otherwise unable to produce it.

With respect only to Documents responsive to the specific inquiries made herein and any other Documents relevant to those inquiries, Licensee is directed to retain the originals of those Documents for twelve (12) months from the date of this letter unless Licensee is directed or informed by the Bureau in writing to retain such Documents for some shorter or longer period of time.

The specific inquiries made herein are continuing in nature. Licensee is required to produce in the future all Documents and information that are responsive to the inquiries made herein but not initially produced at the time, date and place specified herein. In this regard, Licensee must supplement its response (a) if Licensee learns that, in some material respect, the Documents and information initially disclosed were incomplete or incorrect or (b) if additional responsive Documents or information are acquired by or become known to Licensee after the initial production. The requirement to update the record will continue for twelve (12) months from the date of this letter unless the Station is directed or informed by the Bureau in writing that the Station’s obligation to update the record will continue for some shorter or longer period of time.

For each Document or statement submitted in response to the inquiries below, the Licensee shall indicate, by number, to which inquiry it is responsive and identify the person(s) from whose files the Document was retrieved. If any Document is not dated, the Licensee shall state the date on which it was prepared. If any Document does not identify its author(s) or recipient(s), state, if known, the name(s) of

¹⁴ 47 CFR § 0.459.

the author(s) or recipient(s). Licensee must identify with reasonable specificity all Documents provided in response to these inquiries.

Unless otherwise indicated, the period of time covered by these inquiries is October 26, 2017, to the present.

Definitions

For purposes of this letter, in addition to the terms defined elsewhere in this letter, the following definitions apply:

The word “any” shall be construed to include the word “all,” and the word “all” shall be construed to include the word “any.” Additionally, the word “or” shall be construed to include the word “and,” and the word “and” shall be construed to include the word “or.” The word “each” shall be construed to include the word “every,” and the word “every” shall be construed to include the word “each.”

“Document(s)” and “Documentation” shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any broadcast, radio or television program, advertisement, book, pamphlet, periodical, contract, correspondence, letter, facsimile, e-mail, file, invoice, memorandum, note, text message, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, or versions of all of the above, and computer material (print-outs, drives, disks and such codes or instructions as will transform such computer materials into easily understandable form).

“FCC” or “Commission” means the Federal Communications Commission.

“Licensee” shall mean The Emperor’s Circle of Chen Yun, and any predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals and receivers, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

“Renewal Application” shall mean the pending license renewal application of The Emperor’s Circle of Chen Yun (Application File No. 0000154968), including any amendments submitted to the FCC as of the date of this letter by or on behalf of the Station.

“Sound of Hope” shall mean Sound of Hope Radio Network, Inc., and any predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all owners, including but not limited to, partners or principals and receivers, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.

“Station” shall mean KQSG-LP, El Monte, California.

Inquiries: Documents and Information to Be Provided

We direct you, pursuant to sections 4(i), 4(j), 308(b) and 403 of the Act, 47 U.S.C. §§ 154(i), 154(j), 308(b), and 403, to respond to the following inquiries, *within thirty (30) calendar days* from the date of this letter:

1. Provide a chronological list of all time periods in which the Station has been silent since October 30, 2020.
2. Provide all Documentation of or relating to the Station's operational status since October 30, 2020.
3. Provide all Documentation or correspondence relating to reasons for requests for special temporary authority on file with the Commission, including the lack of electrical service at the Station's transmitter site.
4. Provide a narrative detailing any agreement, oral or written, between Licensee and Sound of Hope with respect to programming or rights to programming, programming formats, Station operations or management, sponsorship or advertising arrangements or agreements, financial records or accounts, personnel, contractors, consultants, real estate or interests in real estate, equipment, office supplies, software, or copyrights or other intellectual property. The narrative response must separately discuss each of the above-listed categories.
5. Provide all Documentation of or relating to any agreement discussed in response to Question 4, above. If any agreement is or was oral, its substance should be reduced to writing and produced with all other Documentation.
6. Indicate what programming associated with the Station, if any, has been provided by or under the control or agreement of Sound of Hope. Provide all Documentation of or relating to discussions between Licensee and Sound of Hope about how to program or organize the Stations' program formats.
7. Detail any financial or other consideration exchanged between Licensee and Sound of Hope associated with the Station, including its programming and operations, and provide a narrative explanation associated with each such exchange.
8. Submit all Documentation of all financial or other consideration exchanged between Licensee and Sound of Hope provided in response to Question 7, above, including copies of all invoices, bills, including utility bills, checks written or received, credit card charges, wire transfers or deposits of funds relating to the Station's operation.
9. Provide Documentation of the location, effective radiated power and antenna height above ground level for all periods of operation from October 26, 2017, to the present.
10. Provide photographs of the Station's studio facilities and transmission facilities during this timeframe, including the dates applicable to each photograph are taken, and provide exact Station coordinates.

Instructions

The Station's responses to Questions 1-10 must be supported by declarations attesting that the responses are complete and accurate, signed either by representatives of the Station, or by one or more persons with personal knowledge of the response. In addition to the affidavits or declarations above, we direct the Station to support its responses to these inquiries with a declaration under penalty of perjury, signed and dated by one of their directors, verifying the truth and accuracy of the information therein and that all of the information and Documentation specified by this letter which are in the possession, custody, control or knowledge of the Station (including all parties to the Applications) have been produced. If multiple board members or representatives contribute to the response, in addition to such general affidavit or declaration of a Station director, the Station must provide separate affidavits or declarations of each such individual with personal knowledge that identify clearly to which responses the affiant or declarant with such personal knowledge is attesting. To knowingly and willfully make any false statement or conceal any material fact in reply to this letter is punishable by fine or imprisonment.¹⁵ Failure to respond appropriately to this letter may constitute a violation of the Act and the Rules.¹⁶

The Station shall direct its letter responses, if any, to the attention of Federal Communications Commission, Office of the Secretary, 45 L St. N.E., Washington, DC 20554, and sent via email to alexander.sanjenis@fcc.gov.

Any request for an extension of time in which to respond to this letter must be: 1) filed prior to the thirty-day deadline for filing a response; and 2) supported by a declaration from a party to the Renewal Application.

Conclusion

Failure to respond in full within the time period specified shall result in dismissal of the subject application for failure to respond to official correspondence pursuant to section 73.3568(a)(1) of the Rules.¹⁷

Sincerely,

Albert Shuldiner
Chief, Audio Division
Media Bureau

¹⁵ See 18 U.S.C. § 1001; *see also* 47 CFR § 1.17.

¹⁶ See *SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589 (2002); *Globcom, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 18 FCC Rcd 19893, n.36 (2003); *World Communications Satellite Systems, Inc.*, Forfeiture Order, 19 FCC Rcd 2718 (EB 2004); *Donald W. Kaminski, Jr.*, Forfeiture Order, 18 FCC Rcd 26065 (EB 2003).

¹⁷ 47 CFR § 73.3568(a)(1).