

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In re: Applications of)	
)	
Frequency Zero, Inc.)	File No. 0000166102
Darien, Georgia)	Facility ID #763893
)	
InVerse Focus Ministry, Inc.)	File No. 0000167489
Darien, Georgia)	Facility ID #768057
)	
For Construction Permits for New)	
Noncommercial FM Stations)	
NCE MX Group 63)	
TO: Office of the Secretary		
ATTN: Chief, Audio Division,		
Media Bureau		

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Frequency Zero, Inc (“Frequency”) and InVerse Focus Ministry, Inc. (“InVerse”) pursuant to Section 73.3525 of the FCC’s Rules, hereby jointly request that the Commission approve the settlement agreement submitted herewith which is intended to resolve the conflict between their above-identified applications.

The Commission found these applications to be mutually exclusive and assigned them with one other application to MX Group 63.¹

Subject to the Commission’s approval, the parties have agreed that InVerse shall amend its application so as to be no longer mutually exclusive with any of the applications in MX

¹ See. Media Bureau Identifies Groups of Mutually Exclusive Applications Submitted on the November 2021, Filing Window for Noncommercial Educational FM Stations, DA 21-1476 (MB, Nov. 29, 2021).

Group 63 and to qualify as a singleton in exchange for Frequency's agreement to provide 14 hours per week of airtime to InVerse on the station that may result from Frequency's application.

The elements of the declarations required by Section 73.3525(a) of the Commission's rules are incorporated into Section 8 of the settlement agreement, to which each party has subscribed under the penalty of perjury.

Approval of the proposed settlement agreement would serve the public interest because it would conserve the resources of the Commission, allowing the InVerse application to become a singleton, which, when granted, could foster the sooner development of a new aural service for the public.

The foregoing considered, the parties respectfully urge the Commission to approve the accompanying settlement agreement, to accept the InVerse application as amended, and eventually, to grant the InVerse application.

Respectfully submitted,

FREQUENCY ZERO, INC.

By: _____

Name: Scott Hummel

Its: President

Frequency Zero, Inc.
805 Gloucester St #2746
Brunswick, Georgia 31520-7073
(912) 549-0050

INVERSE FOCUS MINISTRY, INC.

By: /Donald E. Martin/

Donald E. Martin
Its Attorney

DONALD E. MARTIN, P.C.
P.O. Box 8433
Falls Church, Virginia 22041
(703) 642-2344

February 21, 2023

SETTLEMENT AGREEMENT

This Agreement (the “Agreement”) is entered into effective this 21st day of February 2023, by and between **Frequency Zero, Inc.** (“Frequency Zero”) and **InVerse Focus Ministry, Inc.** (“InVerse”) that are applicants in **MX Group 63** resulting from the 2021 noncommercial FM filing window conducted by the Federal Communications Commission (“FCC”).

RECITALS

WHEREAS, Frequency Zero has applied for a construction permit on Channel 218 (91.5 FM) in Darien, Georgia (File No. 0000166102) (“Frequency Zero Application”); and

WHEREAS, InVerse has applied for a construction permit on Channel 219(91.7 FM) in Darien, Georgia (File No. 0000167489) (“InVerse Application”); and

WHEREAS, Sanctuary Church has applied for a construction permit on Channel 218 (91.5 FM) in Darien, Georgia (File No. 0000165972) (“Sanctuary Church Application”); and

WHEREAS, on January 24, 2023, the FCC released a *Memorandum Opinion and Order* (FCC 23-5) in which it named Sanctuary Church as the tentative selectee in MX Group 63;

THEREFORE, to resolve the conflict between their applications, in consideration of the mutual promises and covenants made herein, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. **AMENDMENT TO INVERSE APPLICATION.** InVerse shall submit a copy of this Agreement and the parties’ Joint Request for Approval of Settlement Agreement to the FCC within two business days of the date on which all conditions have been met. Simultaneously with the submission of this Agreement to the FCC, InVerse shall amend the InVerse Application so as to be no longer mutually exclusive with any of the applications in MX Group 63 and to qualify as a singleton.

2. **PETITION TO DENY SANCTUARY CHURCH**

APPLICATION. Frequency Zero shall file a timely petition to deny the Sanctuary Church application and shall prosecute that petition to deny until a final order concerning the disposition of the petition or as long as is commercially reasonable. “Final order” shall have the meaning defined in Section 12 hereof.

3. **AIRTIME SHARING.** In the event that the Frequency Zero application is eventually granted, Frequency Zero shall make all of the time on its station between 5:00 a.m. and 7:00 a.m., local time, seven days per week, available to InVerse for programming that InVerse shall furnish for broadcast. InVerse’s right to this airtime shall be subject to the right of Frequency Zero reasonably to preempt the InVerse programming for reasons of public interest such as national, state, or local emergencies, and otherwise to the parties’ obligations to comply with the FCC’s rules and policies.

4. **NO OPPOSITIONS.** Each party covenants that it will not oppose or hinder in any way, nor support any effort by any other party to oppose or hinder the Frequency Zero Application or the InVerse Application as proposed to be amended herein.

5. **COOPERATION AND BEST EFFORTS.** The parties agree to fully cooperate with each other and to use their best efforts in pursuing FCC approval of this Agreement including but not limited to, the prompt filing of amendments, or supplements to this Agreement or to the parties’ Joint Request for Approval of Settlement, or amendment or reformation of this Agreement in order to satisfy any FCC concerns; *provided, however*, that any such actions would not harm a party’s material interests and objectives hereunder.

6. **SPECIFIC PERFORMANCE.** The parties acknowledge that the broadcast authorizations which may result from the above-identified applications are unique assets not readily available on the open market and that money damages alone will be inadequate to compensate either party in the event of a default of this Agreement by any other party. The parties agree that in the event of a party’s failure to perform its obligations hereunder, any non-defaulting party shall be entitled to seek a decree of specific performance to be imposed upon the defaulting party. In such event, the defaulting party shall waive the defense that there is an adequate remedy at law. In the event that the remedy of specific performance is not available because it would conflict with a rule or policy of the FCC or a provision of the Communications Act, the non-defaulting party shall be entitled to any other remedy available to it in law or equity.

7. **LEGAL SUFFICIENCY.** Each party represents and warrants to the other that it is legally qualified to enter into this Agreement and to undertake the duties and obligations set forth herein in a timely manner, and that its signatory is duly authorized to bind it hereunder.

8. **PUBLIC INTEREST CONSIDERATIONS.** Each party declares and affirms that it filed its application in good faith and without any intention of entering into a Settlement Agreement or receiving a payment or other consideration in connection therewith. All consideration for this settlement is identified in this Agreement. Neither the party represented by each respective signatory, nor any principal of such party, has received or been promised any consideration of any kind in connection with this Agreement except as stated herein. The parties submit that FCC approval of this settlement would be in the public interest. Resolving mutual exclusivity with respect to the Frequency Zero application and the InVerse application would conserve the resources of the FCC and of the parties and would foster new noncommercial broadcast services to the communities of Darien and Jesup. The declarations in this Section 8 are made under the penalty of perjury by each party's respective signatory below.

9. **NOTICES.** All notices to be given by the parties to each other shall be sent by first class United States Mail, postage prepaid, and by electronic mail, and shall be addressed as follows:

If to InVerse Focus Ministry, Inc.:

InVerse Focus Ministry, Inc.
Attn: Magdana Philossaint
7886 Dry Creek Rd.
Summerville GA 30747
Email: inversefocus@yahoo.com

with a copy (which shall not constitute notice) to:

Donald E. Martin
Law Office of Donald E. Martin
P.O. Box 8433
Falls Church, VA 22041
Email: dempc@prodigy.net

If to Frequency Zero, Inc.:

Frequency Zero, Inc.
Attn: Scott Hummel
805 Gloucester St., #2746
Brunswick, GA 31520
Email: frequencyzeroinc@gmail.com

with a copy (which shall not constitute notice) to:

Francisco Montero
Fletcher, Heald & Hildreth,
P.L.C. 1300 North 17th Street,
Suite 1100
Arlington, VA 22209
Email: montero@fhhlaw.com

10. **SIGNATURES IN COUNTERPARTS.** This Agreement may be signed in duplicate copies and each such execution shall be effective as if the signatories were on the same signature pages. Copies of this Agreement that are transmitted via electronic mail or telecopier shall be treated as Counterparts.

11. **CONSTRUCTION AND VENUE.** This Agreement shall be construed under the laws of the State of Georgia except where preempted by federal law. Any action brought to enforce this Agreement shall be brought in the state or Federal courts of Georgia. Each party agrees to submit to the jurisdiction of such courts.

12. **EFFECTIVE UNTIL FINAL ORDER.** This Agreement shall remain in effect and binding upon the parties until FCC action on the Frequency Zero and InVerse application as amended herein shall have become Final. An order or action of the FCC is Final for purposes of this Agreement when such order or action is no longer subject to timely administrative or judicial review, reconsideration, appeal or stay, and where the time for initiating such review, reconsideration, appeal or stay has expired with no such procedure having been initiated.

13 **ONGOING EFFECTIVENESS OF SECTION 3.** The provisions of Section 12 above notwithstanding, Section 3 hereof shall remain binding upon Frequency Zero for as long as it is the licensee of the station to result from the

Frequency Zero application. Furthermore, Frequency Zero's obligations pursuant to Section 3 shall be assigned to and assumed by any future assignee of Frequency Zero's station that is under common control with Frequency Zero, that is controlled by Frequency Zero, or which controls Frequency Zero.

[The remainder of this page is intentionally left blank. Signatures follow on the next page.]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the authorized representatives of the parties do hereby execute this Agreement effective as of the date written above.

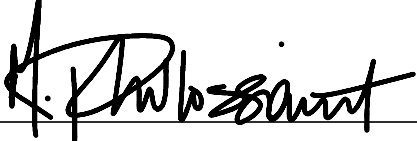
FREQUENCY ZERO, INC.

By: _____

Name: Scott Hummel

Title: President

INVERSE FOCUS MINISTRY, INC.

By: _____

Name: Magdana Philossaint

Title: Board Chair