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

In the Matter of	)	
	)	
Iglesia Refugio, Sanidad y Adoración	)	Facility ID No. 194728
WODB-LP, Caguas, Puerto Rico	)	Application File Nos. 83542, 105627
Application for Renewal of License	)	

MEMORANDUM OPINION AND ORDER

Adopted: November 13, 2023 **Released: November 13, 2023**

By the Chief, Audio Division, Media Bureau

I. INTRODUCTION

1. We have before us an application (Renewal Application) filed by Iglesia Refugio, Sanidad y Adoración (Iglesia Refugio) to renew the license of low power FM (LPFM) station, WODB-LP, Caguas, Puerto Rico (Station).[1] Also before us is a Petition to Deny (Petition) the Renewal Application filed by Miguel A. Meléndez (Petitioner).[2] For the reasons discussed below, we grant in part and otherwise deny the Petition, and adopt the attached Consent Decree, which resolves issues raised during our review of the Renewal Application and the Petition.

II. BACKGROUND

2. Iglesia Refugio timely filed the Renewal Application, which included a certification that, during the preceding license term, the Station had not been silent for any period of more than 30 days.[3] Petitioner then filed the Petition, which alleges (1) the Station was silent between April 13, 2016, and July 9, 2016,[4] (2) Iglesia Refugio failed to notify the Commission of changes to its board of directors,[5] (3) Iglesia Refugio failed to adhere to its pledge to maintain and staff a main studio for the Station,[6] (4) Iglesia Refugio no longer qualified as local to Caguas,[7] (5) the Station ceased serving the public interest when it stopped airing "live programming" in July 2016,[8] and (3) the Station never had Emergency Alert System (EAS) equipment and never performed any EAS tests.[9]

[1] *See* Application File No. 83452 (Renewal Application). Iglesia Refugio amended the Renewal Application on February 7, 2020. *See* Application File No. 105627 (Amendment). The Amendment changed (1) the address and email listed in the Applicant Information section, and (2) the legal representative listed in Contact Representatives section from Miguel Meléndez to Jacqueline Contés-Santiago.

[2] *See* Pleading File Nos. 94017, 105760 (Petition). Petitioner initially filed the Petition on December 23, 2019. He refiled the Petition on February 20, 2020, after the Amendment was filed.

[3] Renewal Application, AM/FM/LPFM Certification, Adherence to Minimum Operating Schedule Item.

[4] Petition at 1.

[5] *Id*. at 1.

[6] *Id*. at 2.

[7] *Id*. at 3, 4.

[8] *Id*. at 3.

[9] *Id.*

3. On January 20, 2022, we sent a Letter of Inquiry (LOI) to Iglesia Refugio.[10] The LOI requested information about Iglesia Refugio's organizational status and board of directors. It also requested information about the Station's operational status and compliance with the Commission's EAS requirements. Iglesia Refugio submitted a response to the LOI on February 18, 2022 (LOI Response),[11] and Petitioner filed a reply to the LOI Response (Reply) on February 20, 2022.[12]

III. DISCUSSION

4. *Unauthorized Transfer of Control; Unauthorized Assignment*. We find that Iglesia Refugio violated section 310(d) of the Communications Act of 1934, as amended (Act) on two occasions. Specifically, an unauthorized transfer of control of the Station occurred when Iglesia Refugio "joined together" with another church (Casa de Encuentro con Dios Church) on July 17, 2016, and the two churches began jointly operating the Station.[13] Then, an unauthorized assignment of the Station occurred either on November 25, 2018 (when the merged churches registered with the Department of State of Puerto Rico as a new non-profit organization, Ministerio Internacional Casa de Encuentro Con Dios Inc.),[14] or on June 16, 2020, when, at Iglesia Refugio's request, the Government of Puerto Rico terminated its corporate existence.[15] These violations of section 310(d) of the Act are addressed in the Consent Decree.

5. *Board Turnover*. We find no merit to Petitioner's argument that Iglesia Refugio was required to notify the Commission about changes to its board of directors that occurred in 2016 and 2017.[16] Iglesia Refugio indicates that from November 5, 2013, until March 2, 2016, its board consisted of six individuals: Jacqueline Contés Santiago, Cecilia Ortiz Cotto, Miguel Meléndez Marrero, Iris M. Rivera Rodríguez, Christian Meléndez, and Claribel Meléndez Maldonado.[17] Iglesia Refugio states that, on March 2, 2016, Miguel Meléndez Marrero and Iris M. Rivera Rodríguez left the board.[18] Then, in July 2016, Cecilia Ortiz Cotto left the board. Finally, in 2017, Claribel Meléndez Maldonado left the board.[19] Under Section 73.865(d) of the Commission's rules (Rules), only notice of "[s]udden majority board changes" must be submitted to the Commission. Notice of gradual changes to an LPFM licensee's board—such as the changes to Iglesia Refugio's board—is not required. This is true even when, as they did in this case, those changes eventually result in a change in the majority of the board's membership.

6. *Local Status*. We reject Petitioner's allegation that Iglesia Refugio moved its headquarters to the village of Juncos and therefore failed to maintain its status as a local organization

[10] Letter from Albert Shuldiner, Chief, Audio Division, Media Bureau, to Jacqueline Contés-Santiago, Iglesia Refugio, Sanidad y Adoración, Application File Nos. 83542, 105627 (dated Jan. 20, 2022).

[11] *See* Letter from Jaqueline Contés to Secretary, FCC, Application File Nos. 83542, 105627 (rec'd Feb. 18, 2022) (LOI Response).

[12] Letter from Miguel A. Meléndez to Secretary, FCC, Application File Nos. 83542, 105627 (rec'd Feb. 20, 2022) (Reply).

[13] LOI Response at 3.

[14] Puerto Rico Department of State, Registry of Corporations and Entities, Corporation Information (Register No. 418969), https://rceweb.estado.pr.gov/en/entity-information?c=418969-121 (last visited Sept. 5, 2023). This organization is now referred to as Betel Casa de Encuentro con Dios Inc.

[15] Puerto Rico Department of State, Registry of Corporations and Entities, Corporation Information (Register No. 49283), https://rceweb.estado.pr.gov/en/entity-information?c=49283-121 (last visited Sept. 5, 2023).

[16] Petition at 1.

[17] LOI Response at 3.

[18] *Id*.

[19] *Id*.

eligible to hold an LPFM license.[20] Under section 73.853(b) of the Rules, there are two ways for a non-profit organization to demonstrate that it is local and thus eligible to hold an LPFM license. The organization must show that (1) it, its local chapter or a branch is "physically headquartered or has a campus within 16.1 km (10 miles) of the proposed site for the transmitting antenna for applicants in the top 50 urban markets, and 32.1 km (20 miles) for applicants outside of the top 50 urban markets, or (2) "[i]t has 75% of its board members residing within 16.1 km (10 miles) of the proposed site for the transmitting antenna for applicants in the top 50 urban markets, and 32.1 km (20 miles) for applicants outside of the top 50 urban markets."[21] Iglesia Refugio established that it was local by demonstrating that all of its board members resided within 20 miles of the Station's transmitter site.[22] Thus, the change in the location of Iglesia Refugio's headquarters that Petitioner alleges occurred[23] did not affect Iglesia Refugio's local status. Moreover, we note that, even if Iglesia Refugio had relied on its headquarters location to establish that it was a local organization, a move to Juncos likely would not have rendered it non-local to Caguas.[24]

7. *Programming.* We reject Petitioner's assertion that the Station has not offered "live programming" since July 2016 and thus is no longer serving the public interest.[25] Programming that serves the public interest need not be live.

8. *Operational History*. We find there are no compliance issues related to the Station's operational history. As Petitioner alleges,[26] the Station was silent between April 16, 2016, and July 9. 2016.[27] However, Iglesia Refugio obtained special temporary authority for that silence.[28] Accordingly, no violation of section 73.850(d) occurred. [29]

9. *Incorrect Certification*. We find that Iglesia Refugio violated section 1.17(a)(2) of the Rules when it certified in the Renewal Application that the Station had not been silent for more than 30 days. As discussed, the Station was silent for more than 30 days in 2016. We have no reason to doubt Iglesia Refugio's assertion that it notified the entity assisting it with filing the Renewal Application that the Station had been silent.[30] However, that is irrelevant. It was Iglesia Refugio's responsibility to ensure

[20] Petition at 3.

[21] 47 CFR § 73.853(b).

[22] Application File No. BNPL-20131112AVW, at Attach. 10 (Statement of Established Community Presence) (Permit Application). We note that the changes in board composition discussed herein do not appear to have altered Iglesia Refugio's local status. While the board shrunk, the remaining members still resided within 20 miles of the Station's transmitting antenna.

[23] Petition at 3.

[24] Caguas is outside of the top 50 urban markets. As a result, for Iglesia Refugio to qualify as local based on its headquarters, the headquarters would need to be located within 20 miles of the Station's transmitting antenna. 47 CFR § 73.853(b)(1). Juncos is less than 20 miles from Caguas, where the Station's transmitting antenna is located.

[25] Petition at 3. *See also* Reply at 1.

[26] Petition at 1.

[27] LOI Response at 1.

[28] *See* Letter from Lisa Scanlan, Assistant Chief, Audio Division, Media Bureau, to Miguel Melendez, Iglesia Refugio, Sanidad y Adoración (dated Mar. 30, 2016).

[29] 47 CFR 73.850(d) (requiring radio stations to notify the Commission within 10 days of temporarily discontinuing operations, and to obtain Commission authorization if the discontinued operations last beyond 30 days).

[30] LOI Response at 1.

the accuracy of all information provided and certifications made in the Renewal Application.[31] This violation of section 1.17(a)(2) of the Rules is addressed in the Consent Decree.

10. *Station Logs*. The LOI requested that Iglesia Refugio provide copies of the Station's logs. Iglesia Refugio, however, did not include any station logs in its LOI Response. Accordingly, based on the record in this proceeding, we conclude that the Station failed to maintain the station logs required by section 73.877 of the Rules.[32] We address this violation in the Consent Decree.

11. *Emergency Alert System*. Based on the information provided, we find the Station has the appropriate EAS equipment on hand.[33] However, we are unable to determine if that equipment is operational because Iglesia Refugio has indicated only that the equipment "exists in our station."[34] We also are unable to verify whether the Station has been performing the weekly tests required by section 11.61 of the Rules.[35] We address the Station's compliance with the Commission's EAS requirements in the Consent Decree.

12. *Maintenance and Staffing of Main Studio*. We reject Petitioner's assertion the Iglesia Refugio has not honored its pledge to maintain and staff a main studio.[36] Iglesia Refugio made this pledge in the Points System/Tie Breakers section of its application for the Station's construction permit.[37] All LPFM applicants are required to complete this section of the Low Power FM Station Construction Permit Application. However, the pledges made in this section are only relevant if an LPFM application is mutually exclusive with another LPFM application, and a decision must be made about which LPFM application to grant. In such instances, the FCC conducts a points hearing to determine which application should prevail. The FCC awards one point for satisfying various criteria, including pledging to maintain a publicly accessible studio that is staffed at least 20 hours each week.[38] An applicant that prevails over another in a points hearing must continue to satisfy the various points criterion for which it claimed points.[39] An applicant awarded a construction permit without a points hearing need not. Here, Iglesia Refugio's application for the Station's construction permit did not conflict with any other LPFM application. Accordingly, it was awarded to Iglesia Refugio without the need for a points hearing. As a result, Iglesia Refugio's pledge to maintain and staff a main studio was not a factor in the award of the Station's construction permit, and Iglesia Refugio was not required to adhere to the pledge.

13. *Consent Decree.* As part of this Memorandum Opinion and Order, we are adopting a Consent Decree entered into by the Media Bureau and Iglesia Refugio. The Consent Decree resolves issues related to (1) the unauthorized transfer of control, and unauthorized assignment of the Station's FCC authorization, (2) the inaccurate certification made in the Renewal Application, (3) Iglesia Refugio's failure to maintain station logs, and (4) its failure to comply with certain EAS-related requirements. As

[31] *See* Renewal Application (including a certification that the person signing the application on behalf of Iglesia Refugio "certif[ies] that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith").

[32] 47 CFR § 73.877.

[33] LOI Response at 16 (receipt for purchase of "Emergency Messaging Platform" dated November 13, 2015), 17 (picture of Digital Alert Systems equipment).

[34] *Id*. at 2.

[35] 47 CFR § 11.61. The performance of these tests would normally be reported in the station logs. However, as noted, Iglesia Refugio did not provide copies of the Station's logs.

[36] Petition at 2.

[37] *See* Permit Application at Section III (Point System Factors), Item 3 (Main Studio).

[38] 47 CFR § 73.872.

[39] *See Creation of Low Power Radio Service*, Report and Order, MM Docket 99-25, 15 FCC Rcd 2205, 2262, para. 145 (2000).

part of the Consent Decree, Iglesia Refugio agrees to undertake a three-year compliance plan to ensure that the Station operates in a manner that complies with the Act, and the Rules.[40] In addition, Iglesia Refugio's successor-in-interest—Caguas Community Radio—has acknowledged that it too is subject to the compliance plan set forth therein.[41]

14. We conclude that nothing in the record before us creates a substantial or material question of fact whether Iglesia Refugio possesses the basic qualifications to be a Commission licensee. After reviewing the terms of the Consent Decree, we find the public interest would be served by its approval and by terminating the Bureau's investigation of Iglesia Refugio's violations of the Act and the Rules, subject to the terms of the Consent Decree. We note that, given the findings made herein, we grant the Petition in part. As provided in the Consent Decree,[42] however, we otherwise deny it.

IV. CONCLUSION/ACTIONS

15. **IT IS ORDERED** that the Petition to Deny (Pleadings File Nos. 94017, 105760) filed by Miguel A. Meléndez on December 23, 2019, and refiled by Miguel A. Meléndez on February 20, 2020, **IS GRANTED IN PART AND OTHERWISE DENIED**.

16. **IT IS FURTHER ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,[43] and by the authority delegated by sections 0.61 and 0.283 of the Commission's rules,[44] the Consent Decree attached hereto **IS ADOPTED.**

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

18. **IT IS FURTHER ORDERED** that, pursuant to 47 CFR § 73.878, a copy of this Memorandum Opinion and Order and Consent Decree, and all investigatory materials, **SHALL BE RETAINED** in the station records for WODB-LP, Caguas, Puerto Rico, until grant of the next license renewal application for that station.

19. **IT IS FURTHER ORDERED** that copies of this Memorandum Opinion and Order **SHALL BE SENT** by First Class and Certified Mail, Return Receipt Requested, to Jacqueline Contés-Santiago, Iglesia Refugio, Sanidad y Adoración, Villa del Rey 5, Calle 28 A11, Caguas, Puerto Rico, 00726; Miguel Santiago Figueroa, Caguas Community Radio, Calle Munoz Rivera #38, Caguas, Puerto Rico 00726; Francisco R. Montero, Esq., Fletcher Heald & Hildreth, 1300 N. 17th Street, Suite 1100, Arlington, VA 22209; and Miguel A. Meléndez, PO Box 7871, Carolina, Puerto Rico 00986.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division, Media Bureau

[40] We note that consent decrees often require payment of a civil penalty to the United States Treasury in addition to implementation of a compliance plan. The Consent Decree in this case does not include a civil penalty because Iglesia Refugio has demonstrated that it lacks the ability to pay such a penalty.

[41] *See* Consent Decree at para. 24.

[42] *See* Consent Decree at para. 11.

[43] 47 U.S.C. § 154(i).

[44] 47 CFR §§ 0.61, 0.283.

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CONSENT DECREE

I. INTRODUCTION

1. The Media Bureau of the Federal Communications Commission (hereafter "Bureau" as defined below) and Iglesia Refugio, Sanidad y Adoración (hereafter "Licensee," as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into the Licensee's operation of WODB-LP, Caguas, Puerto Rico. To resolve this matter, the Licensee agrees to implement a comprehensive Compliance Plan to ensure its future compliance with the Communications Act of 1934, as amended (hereafter "Act," as defined below), and the Commission's regulations (hereafter "Rules," as defined below), and the Licensee's proposed successor, Caguas Community Radio (hereafter "CCR," as defined below), agrees to be bound by the requirements of the Compliance Plan.

II. DEFINITIONS

2. For purposes of this Consent Decree, the following definitions shall apply:

(a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et. seq.*;

(b) "Adopting Order" means the Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification;

(c) "Application" means the pending application (Application File Nos. 83542, 105627) filed on October 1, 2019, and amended on February 7, 2020, for renewal of the Translator's license;

(d) "Bureau" means the Media Bureau of the Commission;

(e) "CCR" means Caguas Community Radio, a successor-in-interest to the Licensee and a signatory of this Consent Decree.

(f) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices;

(g) "EAS" means the Emergency Alert System;

(h) "Effective Date" means the date on which the Bureau releases the Adopting Order;

(i) "Investigation" means the Bureau's investigation into the issues raised in the Petition;

(j) "Licensee" means Iglesia Refugio, Sanidad y Adoración, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest;

(k) "Parties" means the Licensee and the Bureau, each of which is a "Party." With respect to the obligations set forth in paragraphs 14 through 16 of this Consent Decree, "Parties" also means CCR;

(l) "Petition" means the Petition to Deny the Application filed by Miguel A. Meléndez on December 23, 2019 (Pleading File No. 94017), and refiled by Miguel A. Meléndez on February 20, 2020 (Pleading File No. 105760);

(m) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations;

(n) "Station" means low power FM station WODB-LP, Caguas, Puerto Rico, Facility ID No. 194728; and

(o) "Violations" means the stipulated violations of section 310(d) of the Act, and sections 1.17(a)(2), and 73.850 of the Rules, along with the apparent violations of section 11.61 and 73.877 of the Rules.

III. BACKGROUND

3. Section 310(d) of the Act provides, in pertinent part:

> No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest convenience and necessity will be served thereby.[1]

4. Section 1.17(a)(2) of the Rules provides that no person may provide, in any written statement of fact, "material factual information that is incorrect or omit material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a reasonable basis for believing that any such material factual statement is correct and not misleading."[2]

5. Section 73.877 of the Rules requires the licensee of a low power FM station to "maintain a station log."[3] Among other things, the station log must information about the EAS tests performed pursuant to section 11.61 of the Rules.[4]

6. The Licensee filed the Application. The Petition was filed in response to the Application. Among other things, the Petition alleged that the Licensee had undergone an unauthorized transfer of control, and the Station did not have EAS equipment and had never performed any EAS tests. The Bureau commenced the Investigation, which resulted in the Licensee admitting that the Station had undergone an unauthorized transfer of control and an unauthorized assignment, and that the Licensee had made an incorrect certification in the Application. The Investigation also uncovered that the Licensee had failed to maintain station logs for the Station, and failed to comply with certain EAS requirements.

7. In light of these compliance issues, the Bureau and the Licensee have negotiated the terms of the Consent Decree that terminates the Investigation into the matters discussed above. As part of the Consent Decree, the Licensee agrees to implement and maintain a Compliance Plan designed to ensure its future compliance with the Act and the Rules.

[1] 47 U.S.C. § 310(d).

[2] 47 CFR § 1.17(a)(2).

[3] 47 CFR § 73.877.

[4] *Id*. *See also* 47 CFR § 11.61.

IV. AGREEMENT

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

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

10. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. The Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that the Licensee fails to satisfy any condition or Rule, in the absence of Commission alteration of the condition or Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, revocation of the relief, designation of the matter for hearing, letters of admonishment and/or forfeitures. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

11. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation.

12. The Bureau agrees that, in the absence of new material evidence, the Bureau will not use the Violations, or the existence of this Consent Decree in any action against the Licensee concerning the matters that were the subject of the Investigation, provided that the Licensee satisfies all of its obligations under this Consent Decree. In the event that the Licensee fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to the Violations, and/or the violation of this Consent Decree.

13. **Admission of Liability.** The Licensee stipulates for purposes of this Consent Decree that (1) there was an unauthorized transfer of control and an unauthorized assignment of the Station in violation of section 310(d) of the Act, (2) the Licensee provided incorrect information in the Application in violation of section 1.17(a)(2) of the Rules, (3) the Licensee failed to maintain station logs for the Station in violation of section 73.877 of the Rules, and (4) the Licensee failed to fully comply with the Commission's EAS requirements. Pursuant to section 503(b)(2)(E) of the Act, in exercising its forfeiture authority, the Commission may consider, among other things, "any history of prior offenses" by the Licensee.[5] The Licensee acknowledges that the Commission or its delegated authority may consider the Licensee's admission of liability in this Consent Decree in proposing any future forfeiture against the Licensee in the event the Licensee is determined to have apparently committed a violation of the Act, the Rules, or of any orders of the Commission after the Effective Date, whether related to the Violations or otherwise.

14. **Compliance Officer.** Within 30 calendar days after the Effective Date, the Licensee shall designate a senior manager to serve as a Compliance Officer and to discharge the duties set forth below. The Compliance Officer shall report directly to the Licensee's Chief Executive Officer (or equivalent senior officer/owner) on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall have specific knowledge of the Act, and the Rules governing operation of low power FM stations prior to

[5] *See* 47 U.S.C. § 503(b)(2)(E).

assuming his/her duties. The Bureau acknowledges that the Compliance Officer, Chief Executive Officer, and/or owner may be the same individual.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, the Licensee agrees that it shall, within 30 calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the provisions of the Act and the Rules governing operation of low power FM stations, and the terms and conditions of this Consent Decree. The Compliance Plan shall contain, at a minimum, the following elements:

(a) **Compliance Manual**. The Compliance Plan shall include a Compliance Manual that is distributed to all Covered Employees. The Licensee may adopt a Compliance Manual that it has prepared or one that has been prepared by an outside source, such as a trade association (*e.g.*, the National Association of Broadcasters), another licensee, or a law firm. The Compliance Manual shall:

(i) thoroughly explain the requirements related to operation of low power FM stations;

(ii) contain Operating Procedures that Covered Employees must follow to help ensure the Company's compliance with the Act, and the Rules. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that station logs are maintained, and EAS tests are performed. The Operating Procedures shall also include a compliance checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Rules regarding station logs and EAS testing; and

(iii) be periodically reviewed and revised as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective.

(b) **Compliance Training Program**. If the Licensee has Covered Employees, the Compliance Plan shall include a Compliance Training Program to provide periodic training to those Covered Employees on the provisions of the Act and the Rules governing operation of low power FM stations, including those related to the maintenance of station logs, and those related to EAS. As part of the Compliance Training Program, Covered Employees shall be advised of the Licensee's obligation to report any noncompliance with the Act, Rules, or this Consent Decree, and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall receive initial training under the Compliance Training Program within 30 calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after such initial training is provided shall receive training under the Compliance Training Program within 30 calendar days after the date he or she becomes a Covered Employee. The Licensee shall provide training under the Compliance Training Plan on at least an annual basis, and it shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current, complete, and effective.

(c) **Compliance Report.** The Licensee shall submit a Compliance Report to the Commission 120 days after the Effective Date and annually thereafter on the anniversary of the Effective Date until the Termination Date.

(i) The Compliance Report shall include a certification by the Compliance Officer stating that the Compliance Officer has personal knowledge that the Licensee: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii)

is not aware of any instances of noncompliance with the Act, the Rules, or the terms and conditions of this Consent Decree.

(ii) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with section 1.16 of the Rules,[6] and be subscribed to as true under penalty of perjury in substantially the form set forth therein.

(iii) If the Compliance Officer is unable to provide the requisite certification, the Compliance Officer shall provide the Bureau with a report detailing the noncompliance, as described below.

(iv) The compliance report shall be submitted to Tom Hutton, Deputy Division Chief, Audio Division, Media Bureau, Federal Communications Commission, at Tom.Hutton@fcc.gov; and Heather Dixon, Attorney-Advisor, Audio Division Media Bureau, Federal Communications Commission, at Heather.Dixon@fcc.gov.

16. **Reporting Noncompliance.** The Licensee shall report any instance of noncompliance with the Act, or the Rules, and any instance of noncompliance with any applicable terms and conditions of this Consent Decree within 10 calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each such instance of noncompliance; (ii) the steps that the Licensee has taken or will take to remedy such noncompliance, including the schedule on which such actions will be taken; and (iii) the steps that the Licensee has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventative action will be taken. All reports of noncompliance shall be submitted to Tom Hutton, Deputy Division Chief, Audio Division, Media Bureau, Federal Communications Commission, at Tom.Hutton@fcc.gov; and Heather Dixon, Attorney-Advisor, Audio Division Media Bureau, Federal Communications Commission, at Heather.Dixon@fcc.gov.

17. **Termination Date.** The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate 3 years after the filing of the initial Compliance Report referenced above, provided the Bureau is satisfied that the Licensee has demonstrated substantial compliance with the Act, the Rules, and its obligations under this Consent Decree. If the Bureau is not satisfied that the Licensee has demonstrated substantial compliance with the Act, the Rules, and/or its obligations under this Consent Decree, the Bureau may, within its the sole discretion and authority, extend the termination date of this Consent Decree for up to an additional 24 months.

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

19. **Qualifications; Agreement to Grant.** The Bureau finds its Investigation raises no substantial and material questions of fact as to whether the Licensee possesses the basic qualifications, including those relating to character, to hold a Commission license or authorization.

20. **Waivers.** The Licensee agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition, or modification. If any Party (or the United States on behalf of the Commission), brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, no Party shall contest the

[6] 47 CFR § 1.16.

validity of the Consent Decree or Adopting Order, and the Licensee shall waive any statutory right to a *trial de novo*. The Licensee further agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 CFR Section 1.1501 *et seq.*, relating to the Consent Decree or Adopting Order.

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

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

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

24. **Successors and Assigns.** The Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees. By signing this Consent Decree, CCR acknowledges that it is a successor-in-interest to the Licensee, and, as such, it is subject to the requirements set forth in paragraphs 14 through 16 of this Consent Decree.

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

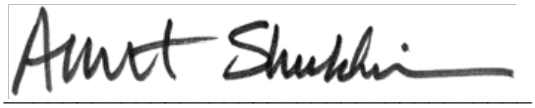
26. **Modifications.** This Consent Decree cannot be modified or amended without the advance written consent of all Parties.

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

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

29. **Counterparts.** This Consent Decree may be signed in counterparts and/or electronically and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed electronically or by original signatures.

MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION

By: 
Albert Shuldiner
Chief, Audio Division, Media Bureau

Date: 11/13/2023

IGLESIA REFUGIO, SANIDAD Y ADORACIÓN

By: _____
Jacqueline Contes, President

Date: _____

CAGUAS COMMUNITY RADIO

By: _____
Miguel Santiago Figueroa, President

Date: _____

29. **Counterparts.** This Consent Decree may be signed in counterparts and/or electronically and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed electronically or by original signatures.

MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION

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

Date: _____

IGLESIA REFUGIO, SANIDAD Y ADORACIÓN

By: _____
Jacqueline Contes, President

Date: 11/10/2023

CAGUAS COMMUNITY RADIO

By: _____
Miguel Santiago Figueroa, President

Date: 11/10/2023

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

7003 2260 0002 9670 8826

11/13/202
043M312

NL
11/22

Jacqueline Contés-Santiago
Iglesia Refugio, Sanidad y Adoración
Villa del Rey 5, Calle 28 A11
Caguas, PR 00726

RECEIVED & INSPECTED
DEC 26 2023
FCC MAIL ROOM

FIRST CLASS MAIL

NOV 13 2023

RETURN RECEIPT REQUESTED

R-T-S- 00726202S-1N 12/14/23

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
RETURN TO SENDER

CERTIFIED MAIL™

7003 2260 0002 9670 8819

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE, $300

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FIRST-CLASS MAIL
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11/13/2023 ZIP 20701
043M31226559

US POSTAGE

R-T-S- 00/262025-1N 12/14/23

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWAR
RETURN TO SENDER

RECEIVED & INSPECTED
DEC 26 2023
FCC MAIL ROOM

Miguel Santiago Figueroa
Caguas Community Radio
Calle Munoz Rivera #38
Caguas, PR 00726

NO ACCESS

11/25

FIRST CLASS MAIL

NOV 13 2023

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Francisco R. Montero, Esq.
Fletcher Heald & Hildreth
1300 N. 17th Street, Suite 1100
Arlington, VA 22209

9590 9402 8126 2349 4588 64

2. Article Number *(Transfer from service label)*
7003 2260 0002 9670 880[illegible]

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* [illegible] C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ [illegible]ed Mail
- ☐ [illegible]d Mail Restricted Delivery
- [illegible]500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

3

Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Miguel A. Meléndez
PO Box 7871
Carolina, PR 00986

9590 9402 8126 2349 4588 88

2. Article Number *(Transfer from service label)*
7003 2260 0002 9670 8796

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X CARLOS Rivera ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 4 Domestic Return Receipt