

Character Issues

On March 7, 2022, Lowcountry 34 Media, LLC (“Lowcountry”), entered a Consent Decree with the FCC’s Media Bureau (“Bureau”) to resolve the Bureau’s investigation into whether Lowcountry violated the Commission’s rules by abusing the Commission’s licensing process by filing serial minor modification applications to construct and license temporary facilities with the intent of relocating low power television and TV translator stations substantial distances from their original authorized sites. *See Lowcountry 34 Media, LLC*, Acct. No. 202241420002, FRN 0027121466, Order & Consent Decree, DA 22-232 (Media Bureau Mar. 7, 2022). A copy of the Consent Decree is attached hereto.

In the Consent Decree, Lowcountry admitted that its actions were an abuse of Commission processes and a violation of the Commission’s rules. Under the Consent Decree, Lowcountry was required to: (1) pay a \$250,000 civil penalty – which was made on March 18, 2022; (2) enter a 36-month Compliance Plan beginning on March 7, 2022; and (3) relinquish 10 of its licensed stations and 85 of its construction permits. Furthermore, under the Consent Decree, Lowcountry was permitted to: (1) retain control of 47 of its licensed stations and 31 of its construction permits; and (2) assign 23 of its licensed stations and 12 of its construction permits to unrelated third parties.

During the investigation culminating in the Consent Decree, no formal allegations regarding its qualifications as a broadcast licensee, however, were levied against Lowcountry.

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

In the Matter of

Lowcountry Media 34, LLC

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Acct. No. 202241420002

FRN: 0027121466

ORDER

Adopted: March 7, 2022**Released: March 7, 2022**

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) of the Federal Communications Commission (Commission) and Lowcountry 34 Media, LLC (Lowcountry or Licensee), the licensee and permittee of the stations listed in Appendix A (Stations) of the Consent Decree attached hereto. The Consent Decree resolves the Bureau's investigation into whether the Licensee violated the Commission's rules by abusing the Commission's licensing processes. Specifically, whether Lowcountry engaged in an abuse of process through its filing of serial minor modification applications to construct and license temporary facilities with the intent of relocating certain low power television and TV translator stations' substantial distances (greater than 30 miles and without contour overlap) from their originally authorized sites in circumvention of the Commission's major modification.¹

2. Pursuant to the terms of the Consent Decree, Licensee admits liability and agrees, among other things, to pay a civil penalty in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000) and implement a comprehensive compliance plan to ensure future compliance with the Rules. As part of the Consent Decree, Lowcountry has also agreed to voluntarily relinquish the licenses and authorizations of certain Stations, which are listed in Appendix B of the Consent Decree. In addition, pending before the Commission are applications to assign the licenses and permits of certain Stations from Lowcountry to qualified third-party buyers (Assignment Applications). Those applications are listed in Appendix D of the Consent Decree.

3. After reviewing the terms of the Consent Decree, we find that the public interest will be served by adopting the Consent Decree and terminating the Bureau's referenced investigation. We conclude that the Consent Decree contains appropriate terms and conditions to ensure ongoing compliance with the Communications Act of 1934, as amended (Act) and the Commission's rules. Furthermore, we find that grant of the Assignment Applications is in the public interest pursuant to section 310(d) of the Act.² In accordance with the Consent Decree, we grant the Assignment Applications conditioned upon satisfaction of the Civil Penalty called for by Paragraph 15 of the Consent Decree and the terms of Paragraph 17 of the Consent Decree. A copy of the Consent Decree is attached hereto and incorporated by reference.

¹ See 47 CFR §74.787(b) (defining a major modification as any change in: (i) the frequency not related to displacement relief; (ii) transmitting antenna location where there is no overlap of some portion of the protected contour; or (iii) transmitting antenna location of greater than 30 miles (48 kilometers) from the reference coordinates of the existing station's antenna location).

² 47 U.S.C. § 310(d).

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act,³ and by the authority delegated to the Media Bureau by sections 0.61 and 0.283 of the Commission's rules,⁴ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

5. **IT IS FURTHER ORDERED** that, the investigation by the Media Bureau, as defined by paragraph 2 of the Consent Decree, **IS TERMINATED**.

6. **IT IS FURTHER ORDERED** that, Lowcountry, within 10 days of the Effective Date of the Adopting Order, as defined by Paragraph 2 of the Consent Decree and set forth in Paragraph 20, shall relinquish the licenses and/or permits for the Stations listed in Appendix B of the Consent Decree.

7. **IT IS FURTHER ORDERED** that, pursuant to section 310(d) of the Act,⁵ the applications for assignment listed in Appendix D of the Consent Decree **ARE GRANTED** conditioned upon the terms and conditions set forth in Paragraph 17 of the Consent Decree.

8. **IT IS FURTHER ORDERED** that, a copy of this Order and Consent Decree shall be sent by both First Class mail and Certified Mail, Return Receipt Requested, to Licensees' counsel, Davina Sashkin, Esq., 1050 Connecticut Avenue, Suite 1100, Washington, DC 20036, and Lowcountry 34 Media, LLC, 14 Tuxedo Drive, Beaufort, SC 29907.

FEDERAL COMMUNICATIONS COMMISSION

Holly Saurer
Chief, Media Bureau

³ 47 U.S.C. § 154(i).

⁴ 47 CFR §§ 0.61, 0.283.

⁵ 47 U.S.C. § 310(d).

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

In the Matter of)	
)	
Lowcountry Media 34, LLC)	Acct. No. 202241420002
)	FRN: 0027121466
)	

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by and between the Media Bureau (Bureau) of the Federal Communications Commission (Commission) and Lowcountry 34 Media, LLC, licensee and permittee of the Stations (Lowcountry or Licensee). This Consent Decree is entered into for the purpose of (i) terminating the Bureau's Investigation concerning Licensees' compliance with the Commission's Rules, notably its improper use of temporary facilities and abuse of Commission processes and (ii) acting on its pending Assignment Applications.

II. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
 - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Assignment Applications" means pending applications to assign the subset of Station licenses held by Lowcountry 34 Media, LLC, as listed in Appendix D of this Consent Decree.
 - (d) "Attributable Interest" means an ownership interest defined as "cognizable" for purposes of determining compliance with the multiple ownership rules, as set forth in Note 2 to 47 CFR § 73.3555, and as determined at the time of the Effective Date of this Consent Decree.
 - (e) "Bureau" means the Media Bureau of the Federal Communications Commission.
 - (f) "Commission" or "FCC" mean the Federal Communications Commission and all of its Bureaus and Offices.
 - (g) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Licensees are subject by virtue of their being Commission licensees, including, but not limited to, 47 CFR § 74.787.
 - (h) "Compliance Plan" means the compliance obligations and procedures described in this Consent Decree at Paragraph 21.
 - (i) "Covered Personnel" means all employees, independent contractors, subcontractors, and agents of the Licensee, who perform or directly supervise, oversee, or manage the performance of duties required to meet the Licensees' responsibilities under, and compliance with, this Consent Decree and the Communications Laws including, but not limited to the LPTV Rules.

- (j) “Effective Date” means the date by which both the Bureau and Lowcountry have signed the Consent Decree and the Bureau has released the Adopting Order.
- (k) “Investigation” means an inquiry into whether Licensees violated one or more of the Communications Laws, specifically 47 CFR § 74.787(b) and as discussed in Paragraphs 3-7.
- (l) “Licensee” or “Lowcountry” means Lowcountry 34 Media, LLC and its subsidiaries, affiliates, and Attributable Interest holders as of the Effective Date.
- (m) “Low power television station(s)” and “LPTV station(s)” mean a broadcast television station as defined by 47 CFR § 74.701(j) and (k).
- (n) “LPTV Rules” means the regulations set forth at 47 CFR §§ 74.701 through 74.798, the Commission’s orders implementing and interpreting the foregoing regulations, and any other Rules and orders otherwise applicable to LPTV stations.
- (o) “Parties” means the Lowcountry 34 Media, LLC and the Media Bureau, each of which is a “Party.”
- (p) “Relinquishment Stations” means the facilities, whether licensed or permitted, listed in Appendix B.
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (r) “Station(s)” means the facilities listed in Appendix A and, for the avoidance of doubt, includes the Relinquishment Stations and the stations listed in the Assignment Applications.

III. BACKGROUND

3. Lowcountry is the licensee or permittee of the Stations. Lowcountry currently holds 80 LPTV licenses and 128 new, unbuilt LPTV construction permits.⁶ In September 2021, the Bureau launched an investigation into the operational status of the Stations and the Licensee’s construction and licensing practices. While the Licensee contends that each licensed Station was constructed in accordance with the parameters set forth in the Station’s underlying construction permit, the Licensee admits that for a number of Stations for which a license to cover was filed, it installed temporary transmission equipment that was ultimately removed and the Stations were not constructed to provide a

⁶ The Stations were all initially obtained by prior licensees as part of the Commission’s 2009 Rural LPTV Filing Window. *See Commencement of Rural First-Come, First-Served Digital licensing for Low Power Television and TV Translators Beginning August 25, 2009*, Public Notice, 24 FCC Rcd 8911 (2009) (2009 Rural LPTV Public Notice). During the 2009 Rural LPTV Filing Window, applicants were not permitted to propose facilities located within 121 kilometers (75 miles) of the reference coordinates for the top 100 markets according to Nielsen in order to “ensure continued service for viewers of low power television and TV translator stations in the rural portions of the United States.” *See id.* at Appx. A (listing the top 100 markets according to Nielsen, as of January 1, 2008, and providing reference coordinates for those markets). In total, Lowcountry will be relinquishing 10 licensed stations, all of which are currently silent, and 85 construction permits. A list of all stations that Lowcountry has agreed to relinquish are listed in Appendix B. *See infra* para. 20. It will retain control of 47 licenses – 30 of which are currently silent – and 31 construction permits. A list of all stations that Lowcountry will retain following adoption of this Consent Decree are listed in Appendix C. In addition, Lowcountry has also filed applications to assign a total of 23 licenses and 12 construction permits to unrelated third parties. A list of these stations can be found in Appendix D. *See infra* para. 17. Lowcountry contends that it is working to resume operation for all licensed and silent stations and working to complete construction of all new, unbuilt stations it plans to retain. The Bureau expects Lowcountry will resume operations of all licensed and silent stations and complete construction of all new, unbuilt stations it is retaining in a timely manner. A list of the licensed and silent stations that are being retained or sold by Lowcountry can be found in Appendix F. *See infra* para. 19.

permanent television service to the public. While in some cases temporary equipment was installed because of Low Country's alleged difficulty obtaining equipment as a result of supply chain issues caused by the COVID-19 pandemic, in the case of at least 30 stations, the use of temporary equipment was employed in order to facilitate a series of repeated moves with the ultimate goal of moving the stations to locations substantial distances, in some cases over 100 miles, from the location specified in the Station's initial construction permit.

4. The Licensee's pattern of repeated station moves occurred as follows: (a) Lowcountry would file an application for minor modification to relocate the station within 30 miles of its licensed site; (b) upon grant of the minor modification application, Lowcountry would construct temporary facilities, with no objective of providing permanent service at the new location; (c) after filing a license to cover application for that temporary location and receiving a grant, Lowcountry would apply for special temporary authority to be silent;⁷ and (d) Lowcountry would simultaneously remove the equipment from the site and file for a new minor modification to again relocate the station up to 30 miles away. Lowcountry would then repeat this process until the facility was moved to its desired location. This practice had the ultimate effect of relocating stations, many of which were applied for during the 2009 Rural LPTV Filing Window,⁸ from rural unserved and underserved areas with low population densities, to more densely populated, suburban and urban areas within 75 miles of the top 100 markets identified in the 2009 Rural LPTV Public Notice.⁹ Given the facts, these moves should have been filed as major modifications.¹⁰

5. Section 74.787(b) of the Rules provides, in part, that an application for major change in the LPTV service includes any change in transmitting antenna location where the protected contour resulting from the change does not overlap some portion of the protected contour of the authorized facilities of the existing station or any change in transmitting antenna location of greater than 30 miles (48 kilometers) from the reference coordinates of the existing station's antenna location.¹¹ Thus, any such changes require a permittee/licensee to file, and the Commission to grant, a major modification application. In adopting this rule, the Commission concluded that requiring both contour overlap and limiting moves to no more than 30 miles from the station's reference coordinates was necessary for all minor modifications in order to "enforce the original intent of the minor change rule"¹² and to prevent

⁷ In its request for silent authority, Lowcountry would state, for example, that it was seeking authority to remain silent to "conserve financial resources while Lowcountry continues to build out its broadcast network" and because its "engineer is currently out of state and will need to return to the station's transmitter site to recommence operations." See e.g., LMS File No. 0000156087.

⁸ See *supra* note 1.

⁹ For example, in the span of approximately four months, between June and August 2021, LPTV station W29EN-D, Beaufort-Lady's Island, South Carolina (Facility ID No. 186337) moved over 99 miles from the location specified in its original construction permit located in Soperton, Georgia (located in interior Georgia, between Macon and Savannah, Georgia) to Beaufort, South Carolina (located along the Atlantic coast to the north of Savannah, Georgia and to the south of Charleston, South Carolina). This occurred through a series of eight (8) minor modification applications.

¹⁰ Major modification applications in the LPTV service are currently frozen and may only be filed upon the opening of a filing opportunity by the Media Bureau that must be announced by Public Notice. See 47 CFR § 74.787(c)(3); see also *Freeze on the Filing of Applications for New Digital Low Power Television and TV Translator Stations*, Public Notice, 25 FCC Rcd 15120 (MB 2010); *Initiation of Nationwide First-Come, First-Served Digital Licensing for Low Power Television and TV Translators Postponed Until Further Notice*, Public Notice, 25 FCC Rcd 8179 (MB 2010).

¹¹ 47 CFR § 74.787(b)(1)(ii) and (iii).

¹² See *Amendment of Parts 73 and 74 of the Commission's Rules to Establish Rules for Digital Low Power Television, Television Translator, and Television Booster Stations and to Amend Rules for Digital Class A Television Stations*, Second Report and Order, 26 FCC Rcd 10732, 10759, para. 58 (2011).

LPTV stations from “frustrat[ing] the intent of the minor change rule by proposing a modified facility that is a substantial distance from the station’s existing location while showing only a very slight amount of contour overlap.”¹³

6. The Commission’s broadcast licensing rules assume, “implicit in the filing of any facility application is that the applicant stands ‘ready, willing, and able’ to construct and operate as proposed.”¹⁴ To determine whether permittees have in fact engaged in an abuse of process based on serial minor modification applications, we look at several factors, including: (a) the nature of the broadcast facilities (*i.e.* temporary construction);¹⁵ (b) the duration of operations;¹⁶ (c) the purpose of the relocations;¹⁷ and (d) any pattern of relocations.¹⁸ While some Stations were constructed with temporary facilities because of Lowcountry’s alleged difficulty obtaining permanent equipment as a result of supply chain issues, as noted above, at least 30 of Lowcountry’s stations were constructed with temporary facilities and only operated for a limited duration (a matter of days) with no apparent intention to provide permanent programming to viewers. Rather, the sole purpose for licensing those facilities appears to have been so that Lowcountry could undertake/continue a pattern of relocating the stations large distances to more populated/urban areas in circumvention of the Commission’s major modification rule. Even if the facilities were constructed in accordance with the underlying construction permit, the Commission has held that permittees “may not rely on temporarily constructed facilities to satisfy construction requirements....”¹⁹ Lowcountry’s business plan apparently was to utilize the Commission’s minor modification application process to relocate the facilities distances greater than 30 miles, without contour overlap, and never permanently operate them at the location specified in the construction permits it

¹³ *Id.* at 10759, para. 59. We also note that evasion of the major modification rule deprives the public the opportunity to comment on such applications as required by the Rules. *See* 47 CFR § 74.732(d) (providing 30 days to file a petition to deny).

¹⁴ *Pathfinder Communication Corporation*, Memorandum Opinion and Order, 18 FCC Rcd 9272, 9279 (2003).

¹⁵ *See e.g., Tango Radio, LLC*, Memorandum Opinion and Order, 30 FCC Rcd 10564, 10568 (2015) (use of a small temporary tower that is subsequently removed and lack of permission from the site owner constitutes temporary construction) (*Tango Radio*); *Dan J. Alpert, Esq.*, Letter, 30 FCC Rcd 4898, 4901 (MB 2015) (“Licensing a facility which is dismantled shortly after a license application is filed or which is constructed without the site owner’s permission or knowledge, is fundamentally inconsistent” with our licensing principles). *See also DTV America Corp.*, Order, 32 FCC Rcd 32 FCC Rcd 9129 (MB 2017) (*DTV America Corp.*) (adopting consent decree where facilities were dismantled immediately after license grant and moved in a series of moves to new locations away from rural unserved and underserved areas with low population densities to more densely populated areas).

¹⁶ Notwithstanding evidence of physical or legal impediments to long-term operation, limited operation, especially that of less than a year at the site may be an indicator that the facilities were temporarily constructed. Similarly, long periods of silence—whether authorized or not—can provide evidence that construction was merely a formality to satisfy the 30-mile and contour overlap requirement for minor changes and thus evade the major change rule. *See Pathfinder*, 18 FCC Rcd at 9729 (“It is axiomatic that at the time a station files a license application and obtains program test authority . . . that [the station has] done so with the full intention of operating as such.”); *See also* 47 CFR § 74.763 (“Failure of a low power TV, TV translator or TV booster station to operate for a period of 30 or more consecutive days, except for causes beyond the control of the licensee, shall be deemed evidence of discontinuation of operation and the license of the station may be cancelled at the discretion of the FCC.”).

¹⁷ In its analysis of this factor in previous cases, the Bureau has found that an application that is filed for a demonstrably legitimate purpose—e.g., that is the result of unexpected tower damage, or to resolve interference issues that are outside the translator licensee’s control—does not raise abuse of process concerns. *See e.g., John C. Trent, Esq.*, Letter, Ref. No. 1800-B3-MM, File No. BPFT-20110829AAU (MB Oct. 29, 2015).

¹⁸ *See DTV America Corp.*, 32 FCC Rcd 9129 (adopting consent decree where facilities were dismantled immediately after license grant and moved in a series of moves to new locations away from rural unserved and underserved areas with low population densities to more densely populated areas).

¹⁹ *Tango Radio*, 30 FCC Rcd at 10568, para. 8.

acquired from prior licensees and in some cases applied for itself.²⁰ The Bureau believes that Lowcountry's actions and filings amounted to an abuse of the Commission's licensing processes and potential violation of section 74.787 of the Rules.

7. The Parties acknowledge that any proceeding that might result from the Bureau's investigation of the Licensees' conduct could be time-consuming and require substantial expenditure of public and private resources. To conserve such resources, enable continued service to the public, and facilitate the deployment of new LPTV service, the Parties are entering into this Consent Decree in consideration of the mutual commitments made herein.

IV. TERMS OF AGREEMENT

8. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be incorporated by reference in an Adopting Order without change, addition, deletion, or modification.

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

10. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission.

11. **Violations.** The Parties agree that any violation of the Adopting Order or the terms of this Consent Decree, in whole or in part, shall constitute a separate violation of a Commission order, entitling the Commission, or its delegated authority to exercise any rights and remedies attendant to the enforcement of a Commission order.

12. **Admission of Liability.** The Licensee admits, for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of Paragraphs 13 herein, that its actions described in Paragraphs 3 to 7 were an abuse of Commission processes and violated the Rules. By entering into this Consent Decree, the Licensee makes no other admission of liability of any Communications Law, and the Bureau makes no finding of any other liability or violation.

13. **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 and to take the actions specified herein, including the actions specified in Paragraphs 17 and 18. In consideration for the termination of the Investigation, Lowcountry agrees to the terms, conditions, and procedures contained herein, including the actions specified in Paragraphs 15 and 19 through 23. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed, in whole or in part, from the Investigation through the Effective Date, or the existence of this Consent Decree, except as expressly permitted herein, to institute, on its own motion any new proceeding, formal or informal, concerning the matters that were the subject of the Investigation. Nor will the Bureau take any action in response to any petition to deny, complaint or objection against Lowcountry concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts or findings developed in the Investigation through the Effective Date, or the existence of this Consent Decree, except as expressly permitted herein, to institute, on its own motion, any proceeding, formal or informal, or take any action in response to any petition to deny, complaint or objection, against Lowcountry with respect to their basic

²⁰ See *Lazer Licenses, LLC.*, Memorandum Opinion and Order, 30 FCC Rcd 6357 (MB 2015) (putting future applicants on notice that section 1.65 requires prompt notification if they dismantle or take a station off the air while seeking a license to cover and that failure to do so raises lack of candor issues). See also *William L. Zawila*, Order to Show Cause, Notice of Opportunity for Hearing, and Hearing Designation Order, 18 FCC Rcd 14938, 14964 (2003) (motive present to misrepresent completion of construction).

qualifications, including their character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

14. **Subsequent Investigations.** Except as expressly provided herein, this Consent Decree shall not prevent the Commission or its delegated authority from investigating new evidence of noncompliance by Lowcountry with the Communications Laws or from adjudicating complaints or other adjudicatory pleadings filed by third parties against Lowcountry for alleged violations of the Communications Laws or for any alleged misconduct, regardless of when such misconduct took place. Further, except as expressly provided herein, the Licensee acknowledges that the Commission and its delegated authority (including 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 Communications Laws. The Commission's adjudication of any complaints or potential violations of the Communications Laws will be based solely on the record developed in subsequent proceedings.

15. **Civil Penalty.** The Licensees will pay a civil penalty to the United States Treasury in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000). The Licensee agrees that the civil penalty will be paid within fifteen (15) business days of the Effective Date. The Licensee acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.²¹ Upon an Event of Default, as defined in Paragraph 16, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. The Licensee shall send electronic notification of payment to Evan Morris at Evan.Morris@fcc.gov and Shaun Maher at Shaun.Maher@fcc.gov, stating the date said payment is made. Payment must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),²² or by wire transfer. Payments by check or money order to pay the civil penalty are no longer accepted. Below are instructions that payors should follow based on the form of payment selected:²³

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

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

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

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

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

NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.

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

16. **Event of Default.** The Parties agree that an Event of Default shall occur upon the failure by Lowcountry to pay the full amount of the Civil Penalty on or before the due date specified in Paragraph 15. After an Event of Default has occurred under this Consent Decree, the unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Lowcountry.

17. **Grant of Assignment Applications.** In the Adopting Order, the Bureau has determined that grant of the Assignment Applications listed in Appendix D is in the public interest, convenience, and necessity, and consistent with 47 U.S.C. § 310(d). The Bureau agrees to grant the Assignment Applications listed in Appendix D that are ripe for action concurrent with adoption of this Consent Decree, provided that there are no restrictions other than the matters at issue in the Investigation that would preclude grant.²⁵ To the extent any Assignment Application is not ripe for grant (i.e., there is a deficiency, petition/objection filed against it, or it has not completed the required thirty (30) day public notice period), the Bureau will promptly act on such application when ripe for action and based on the record in that proceeding. Upon closing, Lowcountry agrees to notify the Commission that consummation has occurred by filing a “Notice of Consummation” in the Commission’s Licensing Management System (LMS) within two (2) business days. The Bureau agrees not to rescind the grants of the Assignment Applications unless the Licensee has failed to pay the civil penalty in the amount and manner specified in Paragraph 15, or unless rescission is warranted based on other violations or matters

²⁵ In connection with the proposed assignment of W35DZ-D, Algood, Tennessee (Facility ID No. 187450) (“W35DZ-D”), to Public Media Venture Group, Lowcountry has proposed to modify the facility of W35DZ-D from its current licensed location back to near where it was originally authorized to construct the station’s displacement facility. See LMS File Nos. 0000184952 (assignment application) and 0000185702 (minor modification application); 0000145935 (displacement application). However, the modified facility is greater than 30 miles from W35DZ-D’s currently licensed site. See LMS File No. 0000151672. The Bureau finds that it is in the public interest, convenience, and necessity to waive the Commission’s major modification rule, 47 CFR § 74.787(a)(3), and instructs Video Division staff to grant the application so long as it is otherwise compliant with the LPTV Rules. 47 CFR § 1.3 (waiver for good cause shown). We find that the relocation of the station back to near its originally authorized site will allow it to provide television service to the community that it was originally intended to serve prior to Lowcountry’s repeated relocation of the station’s facilities. The station is currently silent and as such the construction permit expiration will be set in accordance with the terms of Paragraph 19.

not at issue in the Investigation. To the extent a station being assigned is currently silent, we note that the automatic license expiration provision of 47 U.S.C. § 312(g) applies notwithstanding the instant assignments and the stations must resume operation by their one-year silent anniversary from authorized facilities in order to avoid automatic license cancellation.²⁶ Furthermore, any construction permit granted to modify the facility of an assigned station that is silent will only be granted for a period that does not exceed 12-months from the date such station went silent.²⁷ The assignment authorizations will be conditioned accordingly.²⁸

18. **Tolling of Certain Construction Permits.** Based on delays resulting from the Investigation coupled with supply chain delays experienced by the Licensee in obtaining the necessary equipment to complete construction of its facilities, the Bureau agrees to grant a waiver of the Commission's tolling rule and toll the construction permit expiration dates for the Stations listed in Appendix E for a period of four months from the Effective Date of this Consent Decree.²⁹ In order to effectuate the tolling, the Licensee must file in LMS a Request for Tolling using FCC Form 2100, Schedule 337. As an attachment to the application the Licensee need only reference this provision of the Consent Decree. Any subsequent tolling requests will be subject to the Commission's tolling rule.³⁰ To the extent Lowcountry seeks additional tolling or tolling waivers, such a request must include a detailed explanation for the delay, evidence supporting the stated cause of the delay, and a plan for completing construction of the Station's facilities in a timely manner. The Bureau will look unfavorably upon any future request that does not include such information. The Bureau agrees to consider all subsequent tolling and tolling waiver requests in a manner that is consistent with Commission precedent. Lowcountry agrees that the presence of this Consent Decree and the occurrence of the Investigation may not be used as a basis for any further tolling or tolling waiver. Requests that solely rely on such a claim will be dismissed. The Bureau agrees not to rescind the grants of the any tolling unless the Licensee has failed to pay the civil penalty in the amount and manner specified in Paragraph 15, or unless rescission is warranted based on other violations or matters not at issue in the Investigation.

19. **Resumption of Operations of Licensed and Silent Stations.** Lowcountry agrees to promptly commence operations of all licensed and silent stations within one year of going silent. To the extent Lowcountry has failed to file a request for silent authority with the Commission, it must do so within five (5) business days of the Effective Date. Failure to comply with this requirement or file

²⁶ Pursuant 47 U.S.C. § 312(g), any station that fails to transmit a broadcast signal for any consecutive 12-month period will have its license automatically canceled at the end of the period, notwithstanding any provision, term, or condition of the license to the contrary. However, the Commission may extend or reinstate such station license for any reason to promote equity and fairness. *See infra* note 28. The Bureau will not look favorably upon requests for reinstatement that are based on the existence of this Consent Decree or the Investigation.

²⁷ We note that pursuant to 47 CFR § 74.788(b) any such construction permit will be automatically forfeited should the licensee fail to complete construction by the construction permit expiration and file a license to cover application in a timely manner.

²⁸ The Stations listed in Appendix F with an asterisk are stations that are pending assignment and currently silent.

²⁹ The Commission may waive its rules for good cause shown. 47 CFR § 1.3. Waiver of the rules is appropriate if special circumstances warrant a deviation from the general rule and such deviation would better serve the public interest than would strict adherence to the general rule," including "more effective implementation of overall policy." *See Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990) and *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969), *cert. denied*, 409 U.S. 1072 (1972).

³⁰ *See* 47 CFR § 73.3598(b). Lowcountry may also seek a waiver of the tolling rule to receive additional time to construct in the case where "rare or exceptional circumstances" prevent construction. *See 1998 Regulatory Review - Streamlining of Mass Media Applications, Rules and Processes*, Memorandum Opinion and Order, 14 FCC Rcd 17525, 17536, para. 42 (1999).

requests for silent authority in a timely manner in the future may result in enforcement action.³¹ Lowcountry understands that pursuant 47 U.S.C. § 312(g) any Station that fails to transmit a broadcast signal for any consecutive 12-month period will have its license automatically canceled at the end of the period, notwithstanding any provision, term, or condition of the license to the contrary. However, the Commission may extend or reinstate such station license for any reason to promote equity and fairness.³² The Bureau agrees to consider all requests for extension or reinstatement in a manner that is consistent with Commission precedent.³³ Lowcountry agrees that the presence of this Consent Decree and the occurrence of the Investigation may not be used as a basis for reinstatement or extension under the equity and fairness provision of section 312(g). Requests that solely rely on such a claim will be dismissed.

20. **Relinquishment of Station Authorizations and Licenses.** Lowcountry agrees to surrender the licenses, permits, and any other authorizations for the Stations listed in Appendix B. Lowcountry will submit a request for cancellation of the facilities listed in Appendix B in LMS within ten (10) days of Effective Date.³⁴ Following the submission and grant of such request, the Licensee shall be

³¹ A station is required to notify the Commission after it has been silent for ten days and must file a request for silent authority if it plans to remain silent for more than 30 days. 47 CFR 73.1740(a)(4).

³² *Id.*

³³ The Commission has exercised its discretion under section 312(g) to extend or reinstate a station's expired license "to promote equity and fairness" only in limited circumstances where a station's failure to transmit broadcast signals for 12 consecutive months is due to "compelling circumstances" that were beyond the licensee's control. ³³ See *A-O Broadcasting Corp.*, Memorandum Opinion and Order, 23 FCC Rcd 603, 617, para. 27 (2008) ("This limited, discretionary provision is phrased as an exception to the general rule that most affected licenses will be forfeited"). For example, the Commission has granted section 312(g) relief to stations whose facilities were destroyed by natural disasters such as hurricanes; where silence was necessary in furtherance of public safety, where reinstatement of the station's license was necessitated by court order, or where station silence was the result of governmental closure. See e.g., *V.I. Stereo Communications Corp.*, 21 FCC Rcd 14259, 14262, para. 8 (2006) (reinstating license where silence due to destruction of towers in hurricanes); *Community Bible Church*, Letter Order, 23 FCC Rcd 15012, 15014 (MB 2008) (reinstatement warranted where licensee took all steps needed to return to air, but remained off air to promote air safety after discovering and reporting that FCC and FAA records contained incorrect tower information); *Mark Chapman, Court-Appointed Agent*, Letter Order, 22 FCC Rcd 6578, 6580 (MB 2007) (reinstating license where silence necessitated by licensee's compliance with court order); *Universal Broadcasting of New York, Inc.*, 34 FCC Rcd 10319 (MB 2019) (finding that station's inability to file an STA to resume service due to a federal government shutdown was a compelling circumstance under section 312(g)). The Commission has declined to exercise its section 312(g) discretion when a station's silence is the result of a licensee's own action or inaction, finances, and/or business judgment. See e.g., *New Visalia Broadcasting, Inc.*, Memorandum Opinion and Order, 29 FCC Rcd 9744 (2014) (record did not show that health problems prevented the principals from resuming operations); *A-O Broadcasting*, 23 FCC Rcd 603 (transmission from unauthorized location not sufficient to avoid the consequences of section 312(g)); *Eagle Broadcasting Group, Ltd.*, Memorandum Opinion and Order, 23 FCC Rcd 588, 592, 589-90 (2008) (operation from unauthorized site insufficient to avoid the consequences of section 312(g)); *Mt. Rushmore Broadcasting, Inc.*, Letter Order, 32 FCC Rcd 3924, 3927 (MB 2017) (discretion unwarranted when station was either silent or engaging in brief periods of unauthorized operation for six years); *Zacarias Serrato*, Letter Order, 20 FCC Rcd 17232 (MB 2005) (station taken off the air due to a business decision); *Kingdom of God*, Letter Order, 29 FCC Rcd 11589 (MB 2014) (station's numerous periods of extended silence were a direct result of licensee's own business decisions); *Christian Broadcasting*, 30 FCC Rcd 13975 (2015) (licensee provided no evidence that station's silence was beyond its control).

³⁴ To the extent that any of the facilities listed in Appendix B are for construction permits that expired on January 10, 2022, we note that those construction permits have automatically expired, without any affirmative action by the Commission, and Lowcountry's action of submitting those construction permits for cancellation amounts to an administrative function. See 47 CFR § 74.788(b). The Commission's acceptance of Lowcountry's cancellation requests does not constitute an official Commission action. See *Media Bureau Reminds Remaining Low Power Television and Television Translator Stations that the July 13, 2021 Digital Transition Date and Other Important Deadlines are One Week Away*, Public Notice, DA 21-786. pgs. 1-2 and fns. 4 and 10 (rel. July 6, 2021). See also *Media Bureau Reminds Remaining Analog Low Power Television and Television Translator Stations Without*

(continued....)

discharged from any and all legal or regulatory obligations arising under or related to the Communications Laws in connection with the Stations listed in Appendix B including, but not limited to, payment of regulatory fees for FY 2022 and thereafter, and periodic reporting requirements, regardless of the date on which such legal or regulatory obligations arose. The Bureau will also dismiss all pending applications related to the Stations listed in Appendix B. Such cancellations and dismissals will be considered final and Lowcountry agrees it will not seek reconsideration of any cancellations or dismissals related to the Stations listed in Appendix B.

21. **Compliance Plan.** To ensure compliance with the Communications Laws in the future, Lowcountry agrees to adopt and implement a Compliance Plan with respect to the Stations and any other license or permit that is subsequently acquired or becomes subject to the Communications Laws. The terms of the Compliance Plan are set forth below. Unless otherwise specified herein, the terms of the Compliance Plan must be implemented by Lowcountry within thirty (30) days of the Effective Date or thirty (30) days following consummation of any license or permit that is acquired by Lowcountry or becomes subject to the Communications Laws.

- **Termination Date.** The Compliance Plan shall remain in effect for a period of thirty-six (36) months from the Effective Date. If the Bureau is not satisfied that the Licensee has demonstrated substantial compliance with the Communications Laws or its obligations under this Consent Decree, the Bureau may, within its sole discretion and authority, extend the termination date of this Compliance Plan for up to an additional twenty-four (24) months.
- **Operating Procedures.** Lowcountry agrees to establish standard internal operating procedures and compliance policies that all applicable Covered Personnel must follow to help ensure Lowcountry's compliance with the Communications Laws, including the LPTV Rules. The operating procedures shall include internal procedures and policies specifically designed to ensure that, absent a showing of good cause, the Licensee: (i) maintains, constructs, and operates its Stations in a manner which complies with the Communications Laws, including LPTV Rules, and in accordance with the terms of the Stations' authorizations; (ii) submits a major modification application, when permitted to do so, for any change in transmitting antenna location or channel as may be required by 47 CFR § 74.787(b); (iii) provides a written explanation with any minor modification application explaining why modification is needed, listing any minor modifications that have been granted to the station at issue within the past twelve (12) months; (iv) notes whether the Station was originally authorized as part of the 2009 Rural LPTV Filing Window; and (v) provides a certification, signed under penalty of perjury, that the licensee intends to construct and operate a permanent facility in a matter that is consistent with the Communications Laws. Notwithstanding the foregoing, in no event shall Lowcountry be precluded from taking advantage of any Public Notice, Order, or change in the Communications Laws, including a change that permits the holder of a LPTV authorization to file an application to change the reference coordinates of a station's existing antenna location to a site that is greater than thirty (30) miles from the current reference coordinates without a major modification application or that permits the filing of a major modification application.
- **Appointment of Compliance Officer.** Lowcountry shall designate an employee or consultant, other than the Lowcountry signatory to this Consent Decree, to serve as Compliance Officer and to discharge the duties required by this Consent Decree. Such Compliance Officer shall be appointed by Lowcountry within (30) days of the Effective Date. Lowcountry shall provide the Bureau with the name, e-mail, address, and phone number for the Compliance Officer. The Compliance Officer is responsible for all Stations and any other Commission

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Digital Construction Permits to File Immediately in Order to Ensure A Successful Digital Transition, Public Notice, 36 FCC Rcd 9467; 86 FR 32262 (June 17, 2021).

issued license or permit that is subsequently acquired by Lowcountry or becomes subject to the Communications Laws. Such information shall be provided within five (5) business days of appointment to the Chief of the Bureau's Video Division at 45 L Street, NE, Washington, DC 20554. A courtesy copy shall also be sent to Evan Morris at Evan.Morris@fcc.gov and Shaun Maher at Shaun.Maher@fcc.gov. Lowcountry is permitted to change the Compliance Officer as circumstances dictate, but must notify the Bureau of such change within five (5) business days and in the manner previously set forth.

- Duties of Compliance Officer. The Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Lowcountry complies with the terms and conditions of the Compliance Plan, this Consent Decree, and the Communications Laws. In addition to having and maintaining general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Commission's LPTV Rules prior to assuming his or her duties, either directly or through retention of FCC counsel.
- Compliance Manual. Within sixty (60) calendar days of being designated Compliance Officer, Lowcountry shall distribute a compliance manual to all Covered Personnel. The compliance manual shall explain the Communications Laws generally, with a specific focus on the LPTV Rules, and set forth the operating procedures that such Covered Personnel shall follow to help ensure compliance with the Communications Laws, including the LPTV Rules. On at least an annual basis, or as Commission rule changes may justify, Lowcountry shall review and revise its compliance manual to ensure that the information set forth therein remains current and accurate. Lowcountry shall distribute any revisions to the compliance manual within five (5) business days to all applicable Covered Personnel.
- Annual Training. The Compliance Officer shall conduct training for all Covered Personnel at least once every twelve (12) months on compliance with Communications Laws applicable to his or her duties at the applicable Station(s). The first annual training must occur within one hundred and fifty (150) days of the Effective Date. The Covered Employee must sign a declaration that the aforementioned training has occurred and a copy of the declaration must be retained by Lowcountry while the Compliance Plan remains in effect. Notice to the Commission that such training has occurred is not required, but must be provided within five (5) businesses days upon request.
- New Employee Training. The Compliance Officer shall train any new Covered Personnel within ten (10) business days of commencement of his or her duties at the applicable LPTV station. Such new Covered Personnel must sign a declaration affirming that such training has occurred and a copy of the declaration must be retained by Lowcountry while the Compliance Plan remains in effect. Notice to the Commission that such training has occurred is not required, but must be promptly provided within five (5) business days upon request.
- Annual Compliance Report. The Licensee shall submit an Annual Compliance Report to the Commission one hundred and eighty (180) days after the Effective Date and annually thereafter on the anniversary of the Effective Date until the Termination Date. The final Annual Compliance Report must be submitted on the Termination Date, as defined above. The Annual Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Lowcountry, 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 by Lowcountry with the Communications Laws or the terms and conditions of the Compliance Plan or Consent Decree. The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with 47 CFR § 1.16 and be subscribed to as true under penalty of perjury in substantially the form set forth therein. 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 in Paragraph 23. The Annual Compliance Report shall be submitted in writing through the Office of the Secretary to the attention of the Chief, Video Division, Media Bureau. A courtesy copy shall also be sent electronically to Evan Morris at Evan.Morris@fcc.gov and Shaun Maher at Shaun.Maher@fcc.gov.

22. **Commitment to Valid Construction and Operation.** Following termination of the Compliance Plan discussed in Paragraph 21, Lowcountry understands that it is expected to comply with all Communications Laws as they would apply to any licensee, unless otherwise modified by the Commission or its delegated authority (including the Bureau). Lowcountry specifically acknowledges that both during the term of the Compliance Plan and in the future it will: (a) ensure that any transmitter site specified in any application is available for continuous use; (b) obtain reasonable assurance for the proposed use of any transmitter site specified in any application; (c) provide video programming service as required by the Rules and not discontinue operation except for reasons beyond its control;³⁵ and (d) file minor change applications only as contemplated by 47 CFR § 74.787(b).

23. **Reporting Noncompliance.** Lowcountry shall report any noncompliance with the Communications Laws or with the terms and conditions of this Consent Decree to the Bureau promptly, but not more than thirty (30) calendar days after discovery of such noncompliance. Such disclosure shall include a detailed explanation of: (a) each instance of noncompliance; (b) the steps that Lowcountry has taken or will take to remedy noncompliance; (c) the schedule on which such remedial action has or will be taken; and (d) the steps that Lowcountry has taken or will take to prevent the recurrence of the noncompliance. All reports of noncompliance shall be submitted in writing through the Office of the Secretary to the attention of the Chief, Video Division, Media Bureau. A courtesy copy shall also be sent electronically to Evan Morris at Evan.Morris@fcc.gov and Shaun Maher at Shaun.Maher@fcc.gov.

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

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

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

³⁵ See 47 CFR § 74.763. Lowcountry understands that pursuant to section 312(g) of the Act any Station that fails to transmit a broadcast signal for any consecutive 12-month period will have its license automatically canceled at the end of the period, notwithstanding any provision, term, or condition of the license to the contrary. See *infra* para. 20. Commission rules also permit the Bureau to cancel any LPTV station's license that is silent for greater than 30 consecutive days. 47 CFR § 74.763(c).

27. **Subsequent Rule or Order.** The Parties agree that if any provision of the 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 Lowcountry does not expressly consent), the relevant provision of the Consent Decree will be superseded by such rule or Commission order. A conflict will be considered to have arisen in the event that Lowcountry is unable to comply with both the terms and conditions of the Consent Decree and the Communications Laws, as amended, and compliance with the Consent Decree would result in a violation of the Communications Laws.

28. **Successors and Assigns.** Lowcountry agree that the provisions of this Consent Decree shall not be binding on any successors, assigns, or transferees, unless such successor, assign or transferee is an Attributable Interest holder in Lowcountry as determined at the time of the Effective Date of this Consent Decree.

29. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

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

31. **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.

32. **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.

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

**Media Bureau
Federal Communications Commission**

By:



Holly Saurer
Chief

March 7, 2022

Date

Lowcountry 34 Media, LLC

By:

Jeff Winemiller
Manager

Date

Federal Communications Commission

DA 22-232

Media Bureau
Federal Communications Commission

By:

Holly Sauer
Chief

Date

Lowcountry 34 Media, LLC

By:



Jeff Winemiller
Manager

3/6/2022

Date

APPENDIX A*Currently Held Lowcountry Stations*

Call Sign	Facility ID No.	Community of License	State
K02RM-D (K49MV-D)	186615	Wendover	NV
K03JD-D (K47OG-D)	186618	Wendover	UT
K03JE-D (K44LV-D)	186473	Victoria	TX
K04SD-D (K50NC-D)	186474	Victoria	TX
K04SE-D (K44MO-D)	186804	Parker	AZ
K04SF-D (K45MQ-D)	186673	Gustine	CA
K05NJ-D (K50NK-D)	186800	Parker	AZ
K05NK-D (K39MG-D)	186879	Goodland	KS
K06QU-D (K49LW-D)	185928	Vian	OK
K06QV-D (K42LA-D)	185922	Lordsburg	NM
K06QW-D (K45MW-D)	185857	Sentinel	AZ
K07AAM-D (K45MR-D)	186694	Centerville	WA
K07AAN-D (K39LY-D)	185682	Santa Maria	CA
K08QM-D (K44LW-D)	186617	Wendover	UT
K08QN-D (K45MP-D)	186641	Golden Valley	AZ
K08QO-D (K47NK-D)	186177	Wordon	MT

Call Sign	Facility ID No.	Community of License	State
K09AAE-D (K49MA-D)	186046	Saint Xavier	MT
K09AAF-D (K47NX-D)	185788	Monterey	CA
K10RV-D (K49MZ-D)	186695	Centerville	WA
K10RW-D (K41MO-D)	186627	Lake Havasu	AZ
K12XM-D (K38NV-D)	130767	Boise	ID
K12XQ-D (K41MJ-D)	186645	Monroe	LA
K12XS-D (K42KT-D)	185981	Billings	MT
K12XT-D (K45MS-D)	186881	Goodland	KS
K14TA-D (K29KW-D)	188051	Ft. Smith-Fayetteville-Springdale-Rogers	AR
K14TI-D (K48OM-D)	186706	Hatch	NM
K14TJ-D (K47OI-D)	186767	Orland	CA
K14TK-D (K38MX-D)	185683	Santa Maria	CA
K15MW-D (K45MT-D)	187633	Bellingham	WA
K16NV-D (K40NK-D)	187471	Bismarck	ND
K16NW-D (K43OG-D)	187525	Wolf Creek	MT
K16NX-D (K50MK-D)	185978	Columbus	MT
K17LV-D	188800	Paragould	AR

Call Sign	Facility ID No.	Community of License	State
K17OU-D (K49MK-D)	186637	Hilo	HI
K17OV-D (K49LU-D)	185812	Duluth	MN
K17OY-D (K40NJ-D)	186693	Centerville	WA
K17OZ-D (K42LD-D)	185930	Mulberry	AR
K17PA-D (K41MH-D)	185953	Mullan	ID
K18NU-D (K39LG-D)	185725	San Luis Obispo	CA
K19MZ-D (K38OV-D)	186847	Arriba	CO
K19NA-D (K48NZ-D)	187484	Idaho Falls	ID
K19NB-D (K39ME-D)	186671	Gustine	CA
K19NC-D (K50NJ-D)	186403	Rushmore	MN
K19NE-D (K46MJ-D)	186350	Gateway	CO
K19NF-D (K49NC-D)	186719	Socorro	NM
K20LA-D	185961	Missoula	MT
K20LO-D	185924	Deming	NM
K20OX-D (K50MG-D)	185386	Tahoka	TX
K20OY-D (K48NB-D)	185887	Horace	ND
K20OZ-D (K47OK-D)	186908	Russell	KS

Call Sign	Facility ID No.	Community of License	State
K20PA-D (K43NI-D)	186043	Deer Lodge	MT
K21MC-D	188677	Hobbs	NM
K21MG-D	187502	Dillon	MT
K21PC-D (K42LM-D)	186479	Geronimo	OK
K21PD-D (K42KE-D)	185772	Columbia	MO
K21PE-D (K39LF-D)	185722	Tyler	TX
K21PF-D (K39LX-D)	186019	Sauk Centre	MN
K21PG-D (K40NN-D)	186690	Galena	KS
K21PH-D (K44KW-D)	185958	Plains	MT
K21PI-D (K48MX-D)	185730	Monterey	CA
K21PJ-D (W49DQ-D)	185554	Sulphur	LA
K22KN-D	186144	Bozeman	MT
K22OR-D (K38NY-D)	185921	Lordsburg	NM
K22OS-D (K43OD-D)	187445	Brainerd	MN
K22OT-D (W39DK-D)	185546	Iowa	LA
K23PR-D (K49MO-D)	186074	Valley City	ND
K23PS-D (K38NZ-D)	186268	Muldrow	OK

Call Sign	Facility ID No.	Community of License	State
K23PT-D (K50NB-D)	186449	Wells	MN
K24KD-D	185946	Salix	IA
K24OK-D (K42LI-D)	187492	Dubois	ID
K24OL-D (K48NR-D)	185949	Deming	NM
K24OM-D (K31LP-D)	184639	Minneapolis-St. Paul	MN
K25MH-D	186643	Monroe	LA
K25QP-D (K41NT-D)	185228	Ranger	TX
K25QQ-D (K39LQ-D)	186334	Fort Riley	KS
K25QR-D (K48OA-D)	187499	Dell	MT
K26MR-D	186704	Hatch	NM
K26PS-D (K50NF-D)	186361	Jolly	TX
K26PT-D (K43ND-D)	185767	Columbia	MO
K27LD-D	185947	Salix	IA
K27PB-D (K47NM-D)	186636	Hilo	HI
K27PD-D (K41MC-D)	185303	Coahoma	TX
K27PE-D (K41NL-D)	186672	Gustine	CA
K28QS-D (K44LI-D)	185923	Lordsburg	NM

Call Sign	Facility ID No.	Community of License	State
K29OB-D (K50MJ-D)	186041	Drummond	MT
K30QW-D (K41NI-D)	186478	Geronimo	OK
K30QX-D (K43ON-D)	185811	Duluth	MN
K30QY-D (K47OF-D)	186457	Oakland	MN
K31PZ-D (K39LI-D)	185934	Clarksville	AR
K32OG-D	185447	Pueblo	CO
K32OY-D (K50NG-D)	186216	Casper	WY
K32OZ-D (K41NN-D)	186335	Fort Riley	KS
K33KX-D	183925	Abilene-Sweetwater	TX
K33MN-D	184504	Columbia-Jefferson City	MO
K33QR-D (K46MR-D)	186227	El Dorado	AR
K34MX-D	125712	Odessa	TX
K34QP-D (K38OO-D)	188083	Columbia-Jefferson City	MO
K34QY-D (K40MZ-D)	186640	Golden Valley	AZ
K34QZ-D (K26MG-D)	186447	Wells	MN
K35PM-D (K41NM-D)	186603	Spring Creek	NV
K35PN-D (K41MI-D)	186225	El Dorado	AR

Call Sign	Facility ID No.	Community of License	State
K36QJ-D (K44KY-D)	185290	Westbrook	TX
K36QK-D (K41NR-D)	186920	Ogden	KS
K36QL-D (K45MJ-D)	186033	Hewitt	MN
K44LZ-D	186657	Bakersfield	CA
K49MP-D	187446	Lakeport	CA
KIWG-LD	183637	Boise	ID
KULC-LD	182050	Beaumont-Port Arthur	TX
W03BW-D (W40DO-D)	186486	Midland City	AL
W03BX-D (W22ES-D)	186769	Sutton	WV
W04DY-D (W49EH-D)	184811	Maple Valley	MI
W04DZ-D (W32ES-D)	186771	Sutton	WV
W06DI-D (W42EH-D)	186187	Jasper	FL
W06DJ-D (W47EQ-D)	186346	Auburn	MS
W06DK-D (W41DZ-D)	185609	Florence	SC
W06DL-D (W50EU-D)	186325	Merrill	WI
W08ER-D (W46EX-D)	186155	Cordele	GA
W09DM-D (W36EW-D)	186742	Nashville	TN

Call Sign	Facility ID No.	Community of License	State
W13DU-D (W47EP-D)	186379	Hardeeville	SC
W13DV-D (W34EV-D)	182303	Crozet	VA
W14DV-D	186321	Purvis	MS
W14EE-D	187447	Algood	TN
W14EJ-D	186741	Spring Hill	TN
W14ET-D	188831	Panama City	FL
W14EX-D (W45EF-D)	186775	Roanoke	WV
W14EY-D (W48EI-D)	186338	Byron	GA
W14EZ-D (W41DY-D)	185604	Myrtle Beach	SC
W15ER-D (W41EI-D)	187449	Nashville	TN
W15ES-D (W42ED-D)	185605	Myrtle Beach	SC
W16EK-D (W47EC-D)	186166	Lenox	GA
W16EL-D (W49DT-D)	185710	Augusta	GA
W17DO-D	185715	Wilmington	NC
W17EQ-D (W50ET-D)	186341	Byromville	GA
W17ER-D (W41EB-D)	186154	Cordele	GA
W17ES-D (W45DW-D)	186168	Adel	GA

Call Sign	Facility ID No.	Community of License	State
W18FB-D (W42EN-D)	186772	Sutton	WV
W18FC-D (W20DH-D)	185606	Florence	SC
W19DO-D	185708	Augusta	GA
W19DW-D	131230	Columbus, Opelika-Auburn	GA/AL
W19FA-D (W43DH-D)	186112	Bangor	ME
W19FB-D (W49EN-D)	186365	Traverse City	MI
W19FC-D (W29EC-D)	185607	Florence	SC
W19FD-D (W30DO-D)	186330	Brazil	IN
W20DI-D	185196	Traverse City-Cadillac	MI
W20DY-D	186773	Roanoke	WV
W20EV-D (W46EV-D)	184808	Houghton Lake	MI
W20EW-D (W44DF-D)	185709	Augusta	GA
W20EY-D (W21DF-D)	185717	Wilmington	NC
W21EN-D (W43DF-D)	185793	Macon	GA
W21EO-D (W49EC-D)	186274	Orono	ME
W22ER-D	186180	Valdosta	GA
W22FN-D (W28EI-D)	185716	Wilmington	NC

Call Sign	Facility ID No.	Community of License	State
W23FI-D (W41EC-D)	186179	Valdosta	GA
W23FJ-D (W47ED-D)	186183	Jennings	FL
W24EU-D (W45EC-D)	129632	Erie	PA
W24FA-D (W46FC-D)	186487	Midland City	AL
W24FB-D (W34ET-D)	186331	Brazil	IN
W25FR-D (W42EO-D)	186778	Clarksburg	WV
W25FS-D (W49EL-D)	186779	Clarksburg	WV
W25FW-D (W47EB-D)	185777	Columbus	GA
W25FX-D (W30DU-D)	186770	Sutton	WV
W27DP-D	184531	New Bern	NC
W27DV-D	186373	Bluffton-Hilton Head	SC
W27EO-D	188830	Panama City	FL
W27ET-D (W44DI-D)	184810	Maple Valley	MI
W28FC-D (W47EN-D)	186776	Roanoke	WV
W28FD-D (W41EK-D)	186724	Greenville	FL
W28FE-D (W42EG-D)	186165	Lenox	GA
W28FF-D (W49EI-D)	184930	Elmhurst	MI

Call Sign	Facility ID No.	Community of License	State
W28FG-D (W32ED-D)	184642	Cleveland-Akron-Canton	OH
W29ED-D	186158	Ashburn	GA
W29EL-D	187439	Indianapolis	IN
W29EN-D	186377	Soperton	GA
W29FR-D (W30DP-D)	187448	Lebanon-Nashville	TN
W30EX-D	187441	Lima	OH
W30EZ-D (W49DY-D)	186322	Purvis	MS
W30FA-D (W44DJ-D)	186188	Jasper	FL
W31DR-D	185718	Wilmington	NC
W31DS-D	186159	Ashburn	GA
W31DW-D	186110	Fairfield	ME
W31FB-D (W43DS-D)	186343	Eastabuchie	MS
W31FD-D (W42EQ-D)	186374	Beaufort	SC
W31FF-D (W42EK-D)	184809	Maple Valley	MI
W32FT-D (W38FA-D)	186153	Cordele	GA
W32FY-D (W26EL-D)	186777	Clarksburg	WV
W33ER-D (W50EP-D)	185711	Augusta	GA

Call Sign	Facility ID No.	Community of License	State
W34EJ-D	186152	Cordele	GA
W34FV-D (W44DT-D)	186375	Soperton	GA
W34FW-D (W38FB-D)	186186	Jasper	FL
W34FX-D (W48EJ-D)	186371	Montrose	GA
W35DH-D	186723	Greenville	FL
W35DI-D	186774	Roanoke	WV
W35DV-D	185538	Augusta	GA
W35DZ-D (W48EG-D)	187450	Algood	TN
W35EA-D (W43DJ-D)	186323	Merrill	WI
W35EB-D (W22DY-D)	185603	Myrtle Beach	SC
W35EC-D (W49DV-D)	186184	Jennings	FL
W35ED-D (W30DH-D)	185608	Florence	SC
W36EO-D	182094	Columbus	GA
W36FM-D (W45DV-D)	186113	Etna	ME
WCEG-LD	187396	Albany	GA
WDDZ-LD	184262	Augusta	GA
WDZC-LD (W29DY-D)	184025	Augusta	GA

Call Sign	Facility ID No.	Community of License	State
WECE-LD (W14EC-D)	182065	Wilmington	NC
WIDO-LD	182069	Wilmington	NC
WJEA-LD	185526	Augusta	GA
WYBM-LD (W15DV-D)	186684	Pittsfield-Greenfield	MA
WZCD-LD (W30EY-D)	187440	Cincinnati-Dayton	OH

Appendix B*Stations Being Relinquished*

Call Sign	Facility ID No.	City	State
K02RM-D (K49MV-D)	186615	Wendover	NV
K05NJ-D (K50NK-D)	186800	Parker	AZ
K05NK-D (K39MG-D)	186879	Goodland	KS
K06QU-D (K49LW-D)	185928	Vian	OK
K06QV-D (K42LA-D)	185922	Lordsburg	NM
K07AAM-D (K45MR-D)	186694	Centerville	WA
K08QO-D (K47NK-D)	186177	Wordon	MT
K09AAE-D (K49MA-D)	186046	Saint Xavier	MT
K12XM-D (K38NV-D)	130767	Boise	ID
K12XS-D (K42KT-D)	185981	Billings	MT
K12XT-D (K45MS-D)	186881	Goodland	KS
K14TA-D (K29KW-D)	188051	Ft. Smith-Fayetteville-Springdale-Rogers	AR
K14TI-D (K48OM-D)	186706	Hatch	NM
K14TJ-D (K47OI-D)	186767	Orland	CA
K16NV-D (K40NK-D)	187471	Bismarck	ND
K16NW-D (K43OG-D)	187525	Wolf Creek	MT

Call Sign	Facility ID No.	City	State
K16NX-D (K50MK-D)	185978	Columbus	MT
K17OU-D (K49MK-D)	186637	Hilo	HI
K17OZ-D (K42LD-D)	185930	Mulberry	AR
K19NA-D (K48NZ-D)	187484	Idaho Falls	ID
K19NC-D (K50NJ-D)	186403	Rushmore	MN
K20LA-D	185961	Missoula	MT
K20LO-D	185924	Deming	NM
K20OX-D (K50MG-D)	185386	Tahoka	TX
K20OY-D (K48NB-D)	185887	Horace	ND
K20OZ-D (K47OK-D)	186908	Russell	KS
K20PA-D (K43NI-D)	186043	Deer Lodge	MT
K21MG-D	187502	Dillon	MT
K21PC-D (K42LM-D)	186479	Geronimo	OK
K21PF-D (K39LX-D)	186019	Sauk Centre	MN
K21PG-D (K40NN-D)	186690	Galena	KS
K21PH-D (K44KW-D)	185958	Plains	MT
K21PJ-D (W49DQ-D)	185554	Sulphur	LA

Call Sign	Facility ID No.	City	State
K22KN-D	186144	Bozeman	MT
K22OR-D (K38NY-D)	185921	Lordsburg	NM
K22OS-D (K43OD-D)	187445	Brainerd	MN
K22OT-D (W39DK-D)	185546	Iowa	LA
K23PR-D (K49MO-D)	186074	Valley City	ND
K23PS-D (K38NZ-D)	186268	Muldrow	OK
K23PT-D (K50NB-D)	186449	Wells	MN
K24KD-D	185946	Salix	IA
K24OK-D (K42LI-D)	187492	Dubois	ID
K24OL-D (K48NR-D)	185949	Deming	NM
K24OM-D (K31LP-D)	184639	Minneapolis-St. Paul	MN
K25MH-D	186643	Monroe	LA
K25QP-D (K41NT-D)	185228	Ranger	TX
K25QQ-D (K39LQ-D)	186334	Fort Riley	KS
K25QR-D (K48OA-D)	187499	Dell	MT
K26MR-D	186704	Hatch	NM
K26PT-D (K43ND-D)	185767	Columbia	MO

Call Sign	Facility ID No.	City	State
K27PB-D (K47NM-D)	186636	Hilo	HI
K27PD-D (K41MC-D)	185303	Coahoma	TX
K28QS-D (K44LI-D)	185923	Lordsburg	NM
K29OB-D (K50MJ-D)	186041	Drummond	MT
K30QW-D (K41NI-D)	186478	Geronimo	OK
K32OY-D (K50NG-D)	186216	Casper	WY
K32OZ-D (K41NN-D)	186335	Fort Riley	KS
K33KX-D	183925	Abilene-Sweetwater	TX
K33QR-D (K46MR-D)	186227	El Dorado	AR
K34QP-D (K38OO-D)	188083	Columbia-Jefferson City	MO
K34QZ-D (K26MG-D)	186447	Wells	MN
K35PM-D (K41NM-D)	186603	Spring Creek	NV
K35PN-D (K41MI-D)	186225	El Dorado	AR
K36QJ-D (K44KY-D)	185290	Westbrook	TX
K36QK-D (K41NR-D)	186920	Ogden	KS
K36QL-D (K45MJ-D)	186033	Hewitt	MN
K44LZ-D	186657	Bakersfield	CA

Call Sign	Facility ID No.	City	State
K49MP-D	187446	Lakeport	CA
KIWG-LD	183637	Boise	ID
W06DJ-D (W47EQ-D)	186346	Auburn	MS
W06DL-D (W50EU-D)	186325	Merrill	WI
W08ER-D (W46EX-D)	186155	Cordele	GA
W13DU-D (W47EP-D)	186379	Hardeeville	SC
W14DV-D	186321	Purvis	MS
W14EJ-D	186741	Spring Hill	TN
W14ET-D	188831	Panama City	FL
W14EX-D (W45EF-D)	186775	Roanoke	WV
W14EY-D (W48EI-D)	186338	Byron	GA
W17EQ-D (W50ET-D)	186341	Byromville	GA
W17ER-D (W41EB-D)	186154	Cordele	GA
W20DI-D	185196	Traverse City-Cadillac	MI
W24FA-D (W46FC-D)	186487	Midland City	AL
W27DV-D	186373	Bluffton-Hilton Head	SC
W28FE-D (W42EG-D)	186165	Lenox	GA

Call Sign	Facility ID No.	City	State
W28FF-D (W49EI-D)	184930	Elmhurst	MI
W29ED-D	186158	Ashburn	GA
W30EX-D	187441	Lima	OH
W31DS-D	186159	Ashburn	GA
W31DW-D	186110	Fairfield	ME
W32FT-D (W38FA-D)	186153	Cordele	GA
W34EJ-D	186152	Cordele	GA
W34FV-D (W44DT-D)	186375	Soperton	GA
W35EA-D (W43DJ-D)	186323	Merrill	WI
WCEG-LD	187396	Albany	GA
WECE-LD (W14EC-D)	182065	Wilmington	NC

Appendix C*Stations Being Retained by Lowcountry*

Call Sign	Facility ID No.	City	State
K03JD-D (K47OG-D)	186618	Wendover	UT
K03JE-D (K44LV-D)	186473	Victoria	TX
K04SD-D (K50NC-D)	186474	Victoria	TX
K04SE-D (K44MO-D)	186804	Parker	AZ
K04SF-D (K45MQ-D)	186673	Gustine	CA
K06QW-D (K45MW-D)	185857	Sentinel	AZ
K07AAN-D (K39LY-D)	185682	Santa Maria	CA
K08QM-D (K44LW-D)	186617	Wendover	UT
K08QN-D (K45MP-D)	186641	Golden Valley	AZ
K09AAF-D (K47NX-D)	185788	Monterey	CA
K10RV-D (K49MZ-D)	186695	Centerville	WA
K10RW-D (K41MO-D)	186627	Lake Havasu	AZ
K12XQ-D (K41MJ-D)	186645	Monroe	LA
K14TK-D (K38MX-D)	185683	Santa Maria	CA
K15MW-D (K45MT-D)	187633	Bellingham	WA
K17OV-D (K49LU-D)	185812	Duluth	MN

Call Sign	Facility ID No.	City	State
K17OY-D (K40NJ-D)	186693	Centerville	WA
K17PA-D (K41MH-D)	185953	Mullan	ID
K18NU-D (K39LG-D)	185725	San Luis Obispo	CA
K19NB-D (K39ME-D)	186671	Gustine	CA
K19NE-D (K46MJ-D)	186350	Gateway	CO
K19NF-D (K49NC-D)	186719	Socorro	NM
K21MC-D	188677	Hobbs	NM
K21PD-D (K42KE-D)	185772	Columbia	MO
K21PE-D (K39LF-D)	185722	Tyler	TX
K21PI-D (K48MX-D)	185730	Monterey	CA
K27LD-D	185947	Salix	IA
K27PE-D (K41NL-D)	186672	Gustine	CA
K30QX-D (K43ON-D)	185811	Duluth	MN
K33MN-D	184504	Columbia-Jefferson City	MO
K34MX-D	125712	Odessa	TX
K34QY-D (K40MZ-D)	186640	Golden Valley	AZ
KULC-LD	182050	Beaumont-Port Arthur	TX

Call Sign	Facility ID No.	City	State
W03BW-D (W40DO-D)	186486	Midland City	AL
W03BX-D (W22ES-D)	186769	Sutton	WV
W04DY-D (W49EH-D)	184811	Maple Valley	MI
W04DZ-D (W32ES-D)	186771	Sutton	WV
W06DI-D (W42EH-D)	186187	Jasper	FL
W06DK-D (W41DZ-D)	185609	Florence	SC
W13DV-D (W34EV-D)	182303	Crozet	VA
W16EL-D (W49DT-D)	185710	Augusta	GA
W17DO-D	185715	Wilmington	NC
W17ES-D (W45DW-D)	186168	Adel	GA
W18FB-D (W42EN-D)	186772	Sutton	WV
W18FC-D (W20DH-D)	185606	Florence	SC
W19DW-D	131230	Columbus, Opelika-Auburn	GA/AL
W19FB-D (W49EN-D)	186365	Traverse City	MI
W19FD-D (W30DO-D)	186330	Brazil	IN
W20DY-D	186773	Roanoke	WV
W20EV-D (W46EV-D)	184808	Houghton Lake	MI

Call Sign	Facility ID No.	City	State
W20EW-D (W44DF-D)	185709	Augusta	GA
W20EY-D (W21DF-D)	185717	Wilmington	NC
W21EO-D (W49EC-D)	186274	Orono	ME
W22FN-D (W28EI-D)	185716	Wilmington	NC
W23FI-D (W41EC-D)	186179	Valdosta	GA
W23FJ-D (W47ED-D)	186183	Jennings	FL
W24EU-D (W45EC-D)	129632	Erie	PA
W24FB-D (W34ET-D)	186331	Brazil	IN
W25FR-D (W42EO-D)	186778	Clarksburg	WV
W25FS-D (W49EL-D)	186779	Clarksburg	WV
W25FW-D (W47EB-D)	185777	Columbus	GA
W25FX-D (W30DU-D)	186770	Sutton	WV
W27EO-D	188830	Panama City	FL
W27ET-D (W44DI-D)	184810	Maple Valley	MI
W28FC-D (W47EN-D)	186776	Roanoke	WV
W28FG-D (W32ED-D)	184642	Cleveland-Akron-Canton	OH
W30EZ-D (W49DY-D)	186322	Purvis	MS

Call Sign	Facility ID No.	City	State
W31FF-D (W42EK-D)	184809	Maple Valley	MI
W32FY-D (W26EL-D)	186777	Clarksburg	WV
W33ER-D (W50EP-D)	185711	Augusta	GA
W34FX-D (W48EJ-D)	186371	Montrose	GA
W35DH-D	186723	Greenville	FL
W35DI-D	186774	Roanoke	WV
W35DV-D	185538	Augusta	GA
W36EO-D	182094	Columbus	GA
WDDZ-LD	184262	Augusta	GA
WIDO-LD	182069	Wilmington	NC
WYBM-LD (W15DV-D)	186684	Pittsfield-Greenfield	MA

Appendix D*Pending Assignment Applications*

Call Sign	Facility ID No.	City	State	Assignment LMS File No.
K17LV-D	188800	Paragould	AR	0000178338
K19MZ-D (K38OV-D)	186847	Arriba	CO	0000177508
K26PS-D (K50NF-D)	186361	Jolly	TX	0000177981
K30QY-D (K47OF-D)	186457	Oakland	MN	0000178358
K31PZ-D (K39LI-D)	185934	Clarksville	AR	0000184978
K32OG-D	185447	Pueblo	CO	0000177509
W09DM-D (W36EW-D)	186742	Nashville	TN	0000177557
W14EE-D	187447	Algood	TN	0000178351
W14EZ-D (W41DY-D)	185604	Myrtle Beach	SC	0000178350
W15ER-D (W41EI-D)	187449	Nashville	TN	0000178340
W15ES-D (W42ED-D)	185605	Myrtle Beach	SC	0000178361
W16EK-D (W47EC-D)	186166	Lenox	GA	0000178346
W19DO-D	185708	Augusta	GA	0000178360
W19FA-D (W43DH-D)	186112	Bangor	ME	0000158539
W19FC-D (W29EC-D)	185607	Florence	SC	0000178357
W21EN-D (W43DF-D)	185793	Macon	GA	0000178356
W22ER-D	186180	Valdosta	GA	0000178359
W27DP-D	184531	New Bern	NC	0000178355
W28FD-D (W41EK-D)	186724	Greenville	FL	0000178353

Call Sign	Facility ID No.	City	State	Assignment LMS File No.
W29EL-D	187439	Indianapolis	IN	0000185528
W29EN-D	186377	Soperton	GA	0000184951
W29FR-D (W30DP-D)	187448	Lebanon-Nashville	TN	0000158538
W30FA-D (W44DJ-D)	186188	Jasper	FL	0000178349
W31DR-D	185718	Wilmington	NC	0000178344
W31FB-D (W43DS-D)	186343	Eastabuchie	MS	0000178345
W31FD-D (W42EQ-D)	186374	Beaufort	SC	0000158543
W34FW-D (W38FB-D)	186186	Jasper	FL	0000178354
W35DZ-D (W48EG-D)	187450	Algood	TN	0000184952
W35EB-D (W22DY-D)	185603	Myrtle Beach	SC	0000178339
W35EC-D (W49DV-D)	186184	Jennings	FL	0000178347
W35ED-D (W30DH-D)	185608	Florence	SC	0000178343
W36FM-D (W45DV-D)	186113	Etna	ME	0000158540
WDZC-LD (W29DY-D)	184025	Augusta	GA	0000178341
WJEA-LD	185526	Augusta	GA	0000178342
WZCD-LD (W30EY-D)	187440	Cincinnati-Dayton	OH	0000178352

Appendix E*Stations Being Granted Tolling*

Call Sign	Facility ID No.	Community of License	State	Tolling LMS File No.
K04SE-D (K44MO-D)	186804	Parker	AZ	0000179081
K04SF-D (K45MQ-D)	186673	Gustine	CA	0000179082
K06QW-D (K45MW-D)	185857	Sentinel	AZ	0000179083
K07AAN-D (K39LY-D)	185682	Santa Maria	CA	0000179084
K08QN-D (K45MP-D)	186641	Golden Valley	AZ	0000179085
K09AAF-D (K47NX-D)	185788	Monterey	CA	0000179086
K10RV-D (K49MZ-D)	186695	Centerville	WA	0000184724
K10RW-D (K41MO-D)	186627	Lake Havasu	AZ	0000184723
K14TK-D (K38MX-D)	185683	Santa Maria	CA	0000179087
K15MW-D (K45MT-D)	187633	Bellingham	WA	0000179088
K17OY-D (K40NJ-D)	186693	Centerville	WA	0000179089
K17PA-D (K41MH-D)	185953	Mullan	ID	0000179090
K18NU-D (K39LG-D)	185725	San Luis Obispo	CA	0000179092
K19NB-D (K39ME-D)	186671	Gustine	CA	0000179093
K19NE-D (K46MJ-D)	186350	Gateway	CO	0000179094
K19NF-D (K49NC-D)	186719	Socorro	NM	0000184722

Call Sign	Facility ID No.	Community of License	State	Tolling LMS File No.
K21PE-D (K39LF-D)	185722	Tyler	TX	0000179095
K21PI-D (K48MX-D)	185730	Monterey	CA	0000179096
K27PE-D (K41NL-D)	186672	Gustine	CA	0000179097
K30QY-D (K47OF-D)	186457	Oakland	MN	0000179098
K31PZ-D (K39LI-D)	185934	Clarksville	AR	0000179099
K34QY-D (K40MZ-D)	186640	Golden Valley	AZ	0000179100
W03BW-D (W40DO-D)	186486	Midland City	AL	0000184721
W14EZ-D (W41DY-D)	185604	Myrtle Beach	SC	0000179101
W15ES-D (W42ED-D)	185605	Myrtle Beach	SC	0000179102
W16EK-D (W47EC-D)	186166	Lenox	GA	0000179103
W16EL-D (W49DT-D)	185710	Augusta	GA	0000179105
W17ES-D (W45DW-D)	186168	Adel	GA	0000179106
W19DO-D	185708	Augusta	GA	0000179107
W20EW-D (W44DF-D)	185709	Augusta	GA	0000179108
W21EN-D (W43DF-D)	185793	Macon	GA	0000179109
W22ER-D	186180	Valdosta	GA	0000179110
W23FJ-D (W47ED-D)	186183	Jennings	FL	0000179111

Call Sign	Facility ID No.	Community of License	State	Tolling LMS File No.
W25FW-D (W47EB-D)	185777	Columbus	GA	0000179112
W30FA-D (W44DJ-D)	186188	Jasper	FL	0000179113
W33ER-D (W50EP-D)	185711	Augusta	GA	0000179115
W34FX-D (W48EJ-D)	186371	Montrose	GA	0000179116
W35EB-D (W22DY-D)	185603	Myrtle Beach	SC	0000179117
W35EC-D (W49DV-D)	186184	Jennings	FL	0000179118

Appendix F*Licensed and Silent Stations Being Retained or Assigned**

Call Sign	Facility ID No.	Community of License	State	Silent Date
K03JD-D (K47OG-D)	186618	Wendover	UT	9/2/2021
K03JE-D (K44LV-D)	186473	Victoria	TX	9/4/2021
K04SD-D (K50NC-D)	186474	Victoria	TX	9/4/2021
K08QM-D (K44LW-D)	186617	Wendover	UT	8/21/2021
K12XQ-D (K41MJ-D)	186645	Monroe	LA	10/14/2021
K17OV-D (K49LU-D)	185812	Duluth	MN	9/9/2021
K19MZ-D (K38OV-D)*	186847	Arriba	CO	9/2/2021
K21MC-D	188677	Hobbs	NM	9/4/2021
K21PD-D (K42KE-D)	185772	Columbia	MO	9/21/2021
K27LD-D	185947	Salix	IA	9/3/2021
K30QX-D (K43ON-D)	185811	Duluth	MN	9/9/2021
K32OG-D*	185447	Pueblo	CO	9/1/2021
K33MN-D	184504	Columbia-Jefferson City	MO	9/11/2021
KULC-LD	182050	Beaumont-Port Arthur	TX	9/10/2021
W04DY-D (W49EH-D)	184811	Maple Valley	MI	9/17/2021
W06DI-D (W42EH-D)	186187	Jasper	FL	9/10/2021

Call Sign	Facility ID No.	Community of License	State	Silent Date
W06DK-D (W41DZ-D)	185609	Florence	SC	9/9/2021
W18FB-D (W42EN-D)	186772	Sutton	WV	9/9/2021
W19DW-D	131230	Columbus, Opelika-Auburn	GA/AL	9/2/2021
W19FB-D (W49EN-D)	186365	Traverse City	MI	9/10/2021
W20EV-D (W46EV-D)	184808	Houghton Lake	MI	9/9/2021
W23FI-D (W41EC-D)	186179	Valdosta	GA	9/2/2021
W25FR-D (W42EO-D)	186778	Clarksburg	WV	9/14/2021
W25FS-D (W49EL-D)	186779	Clarksburg	WV	9/14/2021
W27EO-D	188830	Panama City	FL	8/18/2021
W27ET-D (W44DI-D)	184810	Maple Valley	MI	9/14/2021
W28FC-D (W47EN-D)	186776	Roanoke	WV	9/1/2021
W28FD-D (W41EK-D)*	186724	Greenville	FL	9/2/2021
W28FG-D (W32ED-D)	184642	Cleveland-Akron-Canton	OH	9/14/2021
W29EL-D*	187439	Lima	OH	8/3/2021
W29EN-D*	186377	Soperton	GA	8/25/2021
W30EZ-D (W49DY-D)	186322	Purvis	MS	8/27/2021
W31FB-D (W43DS-D)*	186343	Eastabutchie	MS	9/10/2021

Call Sign	Facility ID No.	Community of License	State	Silent Date
W31FD-D (W42EQ-D)*	186374	Beaufort	SC	8/25/2021
W31FF-D (W42EK-D)	184809	Maple Valley	MI	9/14/2021
W34FW-D (W38FB-D)*	186186	Jasper	FL	9/3/2021
W35DZ-D (W48EG-D)*	187450	Algood	TN	7/30/2021
WDDZ-LD	184262	Augusta	GA	9/9/2021
WDZC-LD (W29DY-D)*	184025	Augusta	GA	9/9/2021
WYBM-LD (W15DV-D)	186684	Pittsfield-Greenfield	MA	8/21/2021