

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

In the Matter of	)	
	)	
<b>King Broadcasting Corporation</b>	)	NAL/Account No. MB-202241410020
K269GT, Houston, Texas	)	FRN: 0028297653
Applications for Renewal of License, License to	)	Facility ID No. 141207
Cover, and Minor Change to Licensed Facilities	)	Application File Nos. 0000141921,
	)	0000150750, 0000158662

**MEMORANDUM OPINION AND ORDER**

**Adopted: September 30, 2022****Released: October 3, 2022**

By the Chief, Audio Division, Media Bureau

**I. INTRODUCTION**

1. We have before us an application (Renewal Application) filed by King Broadcasting Corporation (King) to renew the license of FM translator station, K269GT, Houston, Texas (Translator).<sup>1</sup> Also before us is an Informal Objection (Objection) to the Renewal Application filed by SIGA Broadcasting Corporation (SIGA).<sup>2</sup> Additionally, we have before us two Petitions for Reconsideration filed by SIGA. The first (License Petition)<sup>3</sup> challenges our grant of a license to cover (2021 License<sup>4</sup>) for the Translator while the second (Permit Petition) challenges our grant of a construction permit<sup>5</sup> to make minor changes to the Translator's licensed facilities.<sup>6</sup> For the reasons discussed below, we dismiss the License Petition, grant in part and otherwise deny the Objection and the Permit Petition, and adopt the attached Consent Decree, which resolves issues raised during our review of the Renewal Application, the Objection and the Permit Petition. As set forth in the Consent Decree, we will grant the Renewal Application so long as King fully and timely pays the civil penalty required by the Consent Decree, and there are no issues other than those resolved by the Consent Decree that would preclude grant of the Renewal Application.<sup>7</sup>

**II. BACKGROUND**

2. Between September 11, 2019, and July 30, 2021, King held a license (2019 License) to operate the Translator from a site at 30 degrees 00 minutes 03.8 seconds North, 95 degrees 17 minutes

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<sup>1</sup> See Application File No. 141921.

<sup>2</sup> See Pleading File Nos. 149701 (Objection).

<sup>3</sup> See Pleading File No. 165237 (License Petition).

<sup>4</sup> See Application File Nos. 150750 (2021 License); *Actions*, Public Notice, Report No. PN-2-210803-01, at 10 (MB Aug. 3, 2021) (2021 License Notice).

<sup>5</sup> See Application File No. 90633. See also *Actions*, Public Notice, Report No. PN-2-200511-01, at 1 (MB May 11, 2020).

<sup>6</sup> See Pleading File No. 0000165246 (Permit Petition).

<sup>7</sup> Consent Decree at para. 18.

15.8 seconds West (Humble Westfield Road Site).<sup>8</sup> In 2021, King relocated the Translator's facilities to a different site.<sup>9</sup> King currently operates the Translator from that site pursuant to the 2021 License.

3. King discontinued the Translator's operations from the Humble Westfield Road Site on April 15, 2020,<sup>10</sup> and obtained special temporary authority (STA) for the Translator to remain silent.<sup>11</sup> King later notified the Commission that the Translator resumed operations at the Humble Westfield Road Site on April 7, 2021.<sup>12</sup>

4. While the Translator was silent, on March 31, 2021, King filed the Renewal Application. The Renewal Application stated that the Translator had been silent since "April 15, 2021."<sup>13</sup> SIGA then filed the Objection, which alleged that the Translator's license expired pursuant to section 312(g) of the Communications Act of 1934, as amended (Act).<sup>14</sup> SIGA based its claim on the fact that the Translator had been silent since April 15, 2020, and, according to SIGA, the Translator was not on the air on April 19, 2021.

5. King opposed the Objection, stating that the Translator had resumed operation on April 7, 2021, and explaining it reported this to the Commission on April 8, 2021.<sup>15</sup> King also amended the Renewal Application to state that the Translator had been silent between April 15, 2020, and April 9, 2021.<sup>16</sup>

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<sup>8</sup> See Application File No. BLFT-20190830ABE (2019 License). See also *Broadcast Actions*, Public Notice, Report No. 49572, at 12 (MB Sept. 16, 2019).

<sup>9</sup> The site is located at 29 degrees 53 minutes 42.7 seconds North, 95 degrees 26 minutes 20.6 seconds West. See 2021 License.

<sup>10</sup> Notification of Suspension of Operations/Request for Silent STA, Application File No. BLSTA-20200706AAB (filed July 4, 2020) (STA Request); Letter from Victoria McCauley, Audio Division, Media Bureau, to Dan J. Alpert, Counsel for King Broad., Inc. (July 29, 2020).

<sup>11</sup> *Id.* See also Request to Extend STA, Application File No. BLESTA-20210125AAE (filed Jan. 14, 2021); Letter from Victoria McCauley, Audio Division, Media Bureau, to Dan J. Alpert, Counsel for King Broad., Inc. (Mar. 24, 2021).

<sup>12</sup> Resumption of Operations (filed April 8, 2021).

<sup>13</sup> Renewal Application at Attach. This appears to have been a typographical error. At the time the statement was made, the date was March 31, 2021. Further, in the STA Request, King stated that the Translator went silent on April 15, 2020.

<sup>14</sup> Objection at 1. See also 47 U.S.C. § 312(g).

<sup>15</sup> Pleading File No. 158111 at 1-2, 3.

<sup>16</sup> We acknowledge that this statement is inconsistent with that made in the notice King filed, and statements made in another submission made by King. Letter to Marlene H. Dortch, Secretary, Federal Communications Commission, from Dan J. Alpert, Counsel, King Broad. Corp, Application File No. 0000141921 (dated June 30, 2022) (LOI Response). Accordingly, we view this reference to April 9, 2021, rather than April 7, 2021, as erroneous. However, we note that, even if the Translator resumed operations on April 9, 2021, that would not affect any of the findings made herein.

6. SIGA replied, reprising its argument that the Translator's license had expired by operation of law.<sup>17</sup> SIGA also alleged that the Translator's former and current licensee are connected entities, and that King's statements in its silent STA request were suspicious.<sup>18</sup>

7. SIGA later filed a supplemental pleading. Therein, SIGA alleged that the Translator had not been rebroadcasting the signal of the primary station listed in its authorization—KHPT(FM), Conroe, Texas—since October 18, 2021.<sup>19</sup> SIGA submitted listener declarations made under penalty of perjury to support its claim.<sup>20</sup>

8. Concurrent with its filing of the supplemental pleading, SIGA filed the License Petition and the Permit Petition. Therein, SIGA made the same allegation regarding the Translator's failure to rebroadcast the signal of its primary station.<sup>21</sup> Each petition was accompanied by some but not all of the listener declarations submitted with the Supplement.

9. On May 17, 2022, we sent a Letter of Inquiry (LOI) to King.<sup>22</sup> The LOI explained that, based on the evidence before us, it appeared the Translator had been silent for more than twelve consecutive months, and had either changed its primary station without notifying the Commission or had originated programming. The LOI requested information regarding the Translator's operational status, and programming.

10. King responded to the LOI on June 30, 2022.<sup>23</sup> We consider its response below.

### III. DISCUSSION

#### A. Procedural Issue

11. We dismiss the License Petition. Section 405(a) of the Act,<sup>24</sup> and Section 1.106(f) of the Commission's rules (Rules)<sup>25</sup> require the filing of a petition for reconsideration within thirty days from the date of public notice of a final action. In this case, public notice of grant of the 2021 License occurred on August 3, 2021.<sup>26</sup> The deadline for seeking reconsideration of this action was September 2, 2021, but

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<sup>17</sup> Pleading File No. 161340 at 7 (Reply). SIGA submitted a Google Earth image of the Humble Westfield Road Site. *Id.* at Attach. 2. The image was from December 2019. No tower was visible. Citing this and the Translator's silence from April 15, 2020, until April 7, 2021, SIGA argues that the Translator was silent for more than 12 consecutive months. *Id.* at 7.

<sup>18</sup> *Id.* at 3-4, 6-7. We note that we do not consider two additional allegations made by SIGA on reply. Specifically, we do not address SIGA's allegation that the Translator's former licensee abused Commission processes by filing serial minor modification applications. *Id.* at 1-2. The grants of all of the applications that SIGA references are final. In addition, we do not consider SIGA's allegation that the Translator caused interference to SIGA's station in October 2018. *Id.* at 2-3. The Translator is no longer operating from the same site as it did at that time.

<sup>19</sup> Pleading File No. 165220 at 1.

<sup>20</sup> *Id.* at 1 and Attachs.

<sup>21</sup> License Petition at 1; Permit Petition at 1.

<sup>22</sup> Letter to Dan J. Alpert, Esq., Counsel, King Broad. Corp., from Albert Shuldiner, Chief, Audio Division, Media Bureau, Application File No. 0000141921 (dated May 17, 2022) (LOI).

<sup>23</sup> See LOI Response.

<sup>24</sup> 47 U.S.C. § 405(a).

<sup>25</sup> 47 CFR § 1.106(f).

<sup>26</sup> See 2021 License Notice..

King did not file the License Petition until October 29, 2021. Thus, we dismiss the License Petition as untimely filed.<sup>27</sup>

## **B. Substantive Issues**

12. *Operational History.* We reject SIGA's assertion that the Translator's license expired by operation of law.<sup>28</sup> King has explained that the Translator operated with the facilities authorized in its 2019 License from September 11, 2019 to April 15, 2020, and from April 7, 2021, to June 22, 2021, and has been operating with the facilities authorized in its 2021 License since June 22, 2021.<sup>29</sup> King has provided documentation to support its claims, including dated photographs of the Translator's facilities.<sup>30</sup> King acknowledges that the Translator was silent from April 15, 2020, to April 7, 2021, intermittently between April 21, 2021, and June 22, 2021, and for two hours on June 22, 2021.<sup>31</sup> However, none of these periods of silence lasted for twelve consecutive months. Accordingly, the Translator's license did not automatically expire pursuant to section 312(g) of the Act.<sup>32</sup>

13. *Program Origination.* We conclude that the Translator originated programming in violation of section 74.1263(b) of the Rules.<sup>33</sup> King has stated that, between October 15, 2021, and November 7, 2021, the Translator "broadcast programming intended to be rebroadcast from" the digital channel of its primary station.<sup>34</sup> However, "due to a malfunctioning studio link," the programming was not actually broadcast on the digital channel of the primary station.<sup>35</sup> This violation of section 74.1263(b) is addressed in the Consent Decree adopted herein.

14. *Other Issues.* We reject SIGA's assertion that statements King made in its request for STA were "suspicious."<sup>36</sup> This allegation is both unsubstantiated and speculative. Similarly, we do not consider SIGA's assertion that King and the Translator's former licensee are connected entities.<sup>37</sup> SIGA has not alleged that such a connection violates the Act, the Rules, or any Commission policies. Moreover, the only evidence SIGA offers in support of this allegation is the fact that, although King acquired the Translator in February 2019, a construction permit application filed in June 2019 listed the

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<sup>27</sup> See *Wash. Broad. Mgmt. Co., Inc.*, Memorandum Opinion and Order, 15 FCC Rcd 6607 (2000) (dismissing a petition for reconsideration filed eight days late).

<sup>28</sup> Objection at 1; Reply at 7.

<sup>29</sup> LOI Response at 1.

<sup>30</sup> *Id.* at Attachs.

<sup>31</sup> *Id.* at 3-4. We note that King was not required to notify us about the shorter periods of silence because they did not exceed 10 consecutive days. 47 CFR § 74.1263(c) (requiring notice to the Commission if a station discontinues operations for 10 or more consecutive days). Further, as required by the Commission's rules, King sought STA for the longer period of silence. *Id.* (requiring Commission approval if a station discontinues operation beyond 30 consecutive days).

<sup>32</sup> 47 U.S.C. § 312(g) (providing that a broadcast license automatically expires when a station has been silent for more than 12 consecutive months).

<sup>33</sup> 47 CFR § 74.1263(b) (prohibiting FM translator stations from "rebroadcasting the signal of an AM, FM or LPFM primary station ... during extended periods when signals of the primary station are not being retransmitted").

<sup>34</sup> LOI Response at 4.

<sup>35</sup> *Id.*

<sup>36</sup> Reply at 3-4.

<sup>37</sup> *Id.* at 6.

former licensee as the applicant.<sup>38</sup> This alone does not prove that the two entities are connected, especially given that the relevant construction permit was issued to King.<sup>39</sup>

### C. Consent Decree

15. As part of this Memorandum Opinion and Order, we are adopting a Consent Decree entered into by the Media Bureau and King. The Consent Decree resolves issues related to the Translator's origination of programming in violation of section 74.1263(b) of the Rules. As part of the Consent Decree, King will pay a civil penalty to the United States Treasury of one thousand five hundred dollars (\$1,500).<sup>40</sup>

16. We conclude that nothing in the record before us creates a substantial or material question of fact whether King 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 King's violation of section 74.1263(b), subject to the terms of the Consent Decree. We note that, given King's acknowledgment that the Translator did originate programming, we grant the Objection and the Permit Petition in part. As provided in the Consent Decree,<sup>41</sup> however, we otherwise deny both.

## IV. CONCLUSION/ACTIONS

17. **IT IS ORDERED** that the Petition for Reconsideration (Pleading File No. 165237) of the grant of an application for a license to cover for K269GT, Houston, Texas, filed by SIGA Broadcasting Corporation on October 29, 2021, **IS DISMISSED**.

18. **IT IS FURTHER ORDERED** that the Informal Objection (Pleading File No. 149701) filed by SIGA Broadcasting Corporation on June 4, 2021, which objected to King Broadcasting Corporation's application to renew the license for K269GT Houston, Texas, and the Petition for Reconsideration filed by SIGA Broadcasting Corporation on October 29, 2021 (Pleading File No. 165246), which sought reconsideration of the grant of King Broadcasting Corporation's application for a construction permit to make minor changes to the licensed facilities of K269GT, Houston, Texas, **ARE GRANTED IN PART AND OTHERWISE DENIED**.

19. **IT IS FURTHER ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,<sup>42</sup> and by the authority delegated by sections 0.61 and 0.283 of the Commission's rules,<sup>43</sup> the Consent Decree attached hereto **IS ADOPTED**.

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

21. **IT IS FURTHER ORDERED** that, pursuant to 47 CFR § 74.1281, a copy of this Memorandum Opinion and Order and Consent Decree, and all investigatory materials, **SHALL BE RETAINED** in the station records for K269GT, Houston, Texas, until grant of the next license renewal application for that station.

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<sup>38</sup> *Id.* at 3.

<sup>39</sup> See *Broadcast Actions*, Public Notice, Report No. 49479, at 7 (MB May 3, 2019).

<sup>40</sup> The Consent Decree does not include a compliance plan. We have determined that a compliance plan is unnecessary here. The only violation at issue was caused by a technical problem, not a lack of knowledge of the Act, Rules or Commission policies, a failure to develop adequate operating procedures, or a failure to train the persons operating the Translator.

<sup>41</sup> See Consent Decree at para. 18.

<sup>42</sup> 47 U.S.C. § 154(i).

<sup>43</sup> 47 CFR §§ 0.61, 0.283.

22. **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 King Broadcasting Corporation, 2625 FM 1960 Road, West Houston, Texas 77068; Counsel to King Broadcasting Corporation, Dan J. Alpert, Esq., 2120 N. 21<sup>st</sup> Road, Arlington, VA 22201; and SIGA Broadcasting Corporation, 1302 N Shepherd Drive, Houston, TX 77008.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner  
Chief, Audio Division, Media Bureau

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

In the Matter of	)	
	)	
<b>King Broadcasting Corporation</b>	)	NAL/Account No. MB-202241410020
K269GT, Houston, Texas	)	FRN: 0028297653
Applications for Renewal of License, License to	)	Facility ID No. 141207
Cover, and Minor Change to Licensed Facilities	)	Application File Nos. 141921, 150750,
	)	158662

**CONSENT DECREE**

**I. INTRODUCTION**

1. The Media Bureau of the Federal Communications Commission (hereafter “Bureau” as defined below) and King Broadcasting Corporation (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 FM translator station K269GT, Houston, Texas. To resolve this matter, the Licensee agrees to pay a civil penalty in the amount of One Thousand Five Hundred Dollars (\$1,500.00).

**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) “Bureau” means the Media Bureau of the Commission;
  - (d) “Civil Penalty” means the payment the Licensee has agreed to pay to the United States Treasury;
  - (e) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices;
  - (f) “Effective Date” means the date on which the Bureau releases the Adopting Order;
  - (g) “Investigation” means the Bureau’s investigation into the issues raised in the Objection and the Petition;
  - (h) “Licensee” means King Broadcasting Corporation;
  - (i) “Objection” means the Informal Objection to the Renewal Application filed by SIGA Broadcasting Corporation on June 4, 2021 (Pleading File No. 0000149701);
  - (j) “Parties” means the Licensee and the Bureau, each of which is a “Party”;
  - (k) “Permit Application” means the application for a construction permit to make a minor change to the Translator’s licensed facilities (Application File No. 0000158662) filed by the Licensee on September 7, 2021, and granted by the Bureau on September 27, 2021;

- (l) “Petition” means the Petition for Reconsideration of the Bureau’s grant of the Permit Application filed by SIGA Broadcasting Corporation on October 29, 2021 (Pleading File No. 0000165246);
- (m) “Renewal Application” means the pending application (Application File No. 0000141921) filed on March 31, 2021, and amended on August 30, 2021, for renewal of the Translator’s license;
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations;
- (o) “Translator” means K269GT, Houston, Texas, Facility ID No. 141207; and
- (p) “Violation” means the violation of section 74.1263(b) of the Rules, which is stipulated in paragraph 11 of this Consent Decree.

### III. BACKGROUND

3. Section 74.1263(b) of the Rules prohibits an FM translator station from rebroadcasting the signal of an AM, FM or LPFM primary station “during extended periods when signals of the primary station are not being retransmitted.”<sup>44</sup>

4. The Licensee filed the Renewal Application. The Objection was filed in response to the that application. The Licensee later filed the Permit Application. The Petition was filed in response to that application. Among other things, the Objection and the Petition alleged that the Translator had originated programming in violation of section 74.1263(b). The Bureau commenced the Investigation, which resulted in the Licensee admitting that the Translator did originate programming between October 15, 2021, and November 7, 2021.

5. In light of this compliance issue, the Bureau and the Licensee have negotiated the terms of the Consent Decree that terminates the Investigation into the matter discussed above. As part of the Consent Decree, the Licensee agrees to make a Civil Penalty payment of one thousand five hundred dollars (\$1,500) to the U.S. Treasury.

### IV. AGREEMENT

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

7. **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.

8. **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.

9. **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

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<sup>44</sup> 47 CFR § 74.1263(b).



terminate the Investigation. In addition, the Bureau agrees to grant the Objection and Petition in part and deny them in all other respects, and agrees to process the Licensee's pending Renewal Application in the ordinary course. In consideration for such, the Licensee agrees to the terms, conditions, and procedures contained herein.

10. The Bureau agrees that, in the absence of new material evidence, the Bureau will not use the Violation, 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 Violation, and/or the violation of this Consent Decree.

11. **Admission of Liability.** The Licensee stipulates for purposes of this Consent Decree that the Translator originated programming in violation of section 74.1263(b) of the Rules. 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.<sup>45</sup> 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 Violation or otherwise.

12. **Civil Penalty.** The Licensee agrees to pay a Civil Penalty to the United States Treasury in the amount of One Thousand Five Hundred Dollars (\$1,500.00), within thirty (30) calendar days after 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.<sup>46</sup>

13. **Payment.** The Licensee shall send electronic notification of payment to Heather Dixon at [Heather.Dixon@fcc.gov](mailto:Heather.Dixon@fcc.gov), and Tom Hutton at [Tom.Hutton@fcc.gov](mailto:Tom.Hutton@fcc.gov) on the date payment of the Civil Penalty is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),<sup>47</sup> or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>48</sup>

- 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](mailto: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).<sup>49</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

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<sup>45</sup> See 47 U.S.C. § 503(b)(2)(E).

<sup>46</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>47</sup> Payments made using CORES do not require the submission of an FCC Form 159.

<sup>48</sup> 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](mailto:ARINQUIRIES@fcc.gov).

<sup>49</sup> Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

- Payment by credit card must be made by using the Commission's Registration System (CORES) at <https://apps.fcc.gov/core/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., 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/core/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.

14. **Event of Default.** The Licensee agrees that an Event of Default shall occur upon the failure by Licensee to pay the full amount of the Civil Penalty or any Installment Payment on or about the due date specified in this Consent Decree.

15. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty or any Installment Payment 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 or any Installment Payment, 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 the Licensee.

16. **Termination Date.** The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate upon payment of the Civil Penalty pursuant to paragraph 13.

17. **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.

18. **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. Accordingly, the Bureau agrees to grant the Renewal Application, after the Effective Date, providing that the following conditions have been met: 1) the Civil Penalty payment, referenced in paragraph 13 of this Consent Decree, has been fully and timely satisfied; and 2) there are no issues other than the Violation that would preclude grant of the Renewal Application.

19. **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 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.

20. **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.

21. **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.

22. **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.

23. **Successors and Assigns.** The Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

26. **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.

27. **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.

28. **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: \_\_\_\_\_

**KING BROADCASTING CORPORATION**

By: \_\_\_\_\_

Antonio Simaj  
President

27. **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: 9-23-22

**KING BROADCASTING CORPORATION**

By: \_\_\_\_\_  
Antonio Simaj  
President