

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

In the Matter of	)	
	)	
<b>Multicultural Radio Broadcasting Licensee, LLC</b>	)	FRN: 0010215812
	)	
WZRC (AM), New York, NY	)	Facility Id: 27398
	)	File #: 0000182573
	)	
WHWH (AM), Princeton, NJ	)	Facility Id: 47426
	)	File #: 0000182604
	)	
WPAT (AM), Paterson, NJ	)	Facility Id: 51661
	)	File #: 0000182686
	)	
WKDM (AM), New York, NY	)	Facility Id: 71137
	)	File #: 0000182689
	)	
WTTM (AM), Lindenwold, NJ	)	Facility Id: 87111
	)	File #: 0000182588
	)	
WWRU (AM), Jersey City, NJ	)	Facility Id: 87123
	)	File #: 0000182675

To: The Commission

Attn: Media Bureau

**PETITION TO DENY AND REVOKE**

Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W.  
Suite 301  
Washington, D.C. 20016  
(202) 363-4559

April 6, 2022

## PETITION TO DENY AND REVOKE

Ukrainian Congress Committee of America, Inc. (“UCCA”), by counsel, hereby petitions to deny the above-captioned licenses of Multicultural Radio Broadcasting Licensee, LLC (“Multicultural Radio”). Multicultural Radio, Way Broadcasting Licensee, LLC, (“Way Broadcasting”) and KALI-FM Licensee, LLC. (“KALI-FM Licensee”) are radio station groups whose controlling shareholders are Arthur Liu and Yvonne S. Liu. Together, Arthur Liu and Yvonne S. Liu control approximately thirty AM stations and one FM station. In addition to denying the above-captioned renewal applications, the FCC should revoke all station licenses controlled by Arthur Liu and Yvonne S. Liu.<sup>1</sup> As discussed herein, allowing them to continue as public trustees of these station licenses is not in the public interest.

The above-captioned licenses are due to expire on June 1, 2022. The facts set forth herein occurred during the current license period. Through their station, WZHF(AM), Capitol Heights, Maryland, the Russian government pays Arthur and Yvonne Liu to broadcast Radio Sputnik.<sup>2</sup> With Arthur and Yvonne Liu’s consent, Radio Sputnik seeks to justify Russian war. These crimes include the mass murder of noncombatant women and children, the intentional shelling of residential buildings, the bombing of hospitals, the use of banned weapons, the destruction of civilian shelters, the rape, torture, and murder of civilians including children, and the use of children as human shields. Simply stated, Arthur and Yvonne Liu have exchanged the lives of innocent women and children in return for filthy lucre paid them by Russia’s agents in the United

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<sup>1</sup> 47 USC §312(a)(2). “(a) Revocation of station license or construction permit. The Commission may revoke any station license or construction permit... (2) because of conditions coming to the attention of the Commission which would warrant it in refusing to grant a license or permit on an original application;”

<sup>2</sup> WZHF(AM) is rebroadcast on W288BS, Reston, Virginia, Facility ID No.140589, licensed to Reston Translator, LLC, which is owned by John Garziglia.

States. They have failed in their duty to broadcast in the public interest. Their actions are so heartless and uncaring that the FCC should deny the renewal of all the above captioned stations and revoke all their licenses.

### **Standing**

Attached hereto as Exhibit 1 is the declarations of Andrew Burak. Mr. Burak is a member of UCCA and a resident of Livingston, NJ. He is a regular listener to most of the above captioned stations.<sup>3</sup> UCCA is an umbrella organization that unites nearly 30 national Ukrainian American organizations and represents the interests of approximately 2 million Americans of Ukrainian descent.

### **Background**

Arthur and Yvonne Liu operate the above-referenced radio stations. Their business model is to broker airtime to program producers. While they sell blocks of airtime, the ultimate responsibility for their stations' operations and programming rests with them, the licensee. The licensee alone must assume and bear ultimate responsibility for the planning, execution, and supervision of programming and station operation.<sup>4</sup> Arthur and Yvonne Liu have abdicated their responsibility as Commission licensees. They have turned over the programming and operations of WZHF(AM) to no less noxious an entity than the Russian government.

On November 2, 2017, Way Broadcasting executed a "Program Time" agreement with RM Broadcasting, LLC ("RM Broadcasting"). It renewed the agreement on November 20, 2020, and that agreement is not due to expire until December 1, 2023.<sup>5</sup> The Program Time agreement

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<sup>3</sup> Mr. Burak is not a listener of WHWH (AM), Princeton, New Jersey.

<sup>4</sup> *Cosmopolitan Broadcasting Corporation*, 59 F.C.C. 2d 558 (1976), recon. den., 61 F.C.C. 2d 257 (1976).

<sup>5</sup> See Exhibit 2.

gives RM Broadcasting the right to program WZHF(AM), Capitol Heights, Maryland for 24 hours per day Monday through Saturday and 22 hours, from 12:01 am until 10:00pm on Sunday.

*Id.* RM Broadcasting, in turn, leases its time on WZHF(AM) to Russian state owned Rossiya Segodnya (Russian Today) which produces Radio Sputnik. A Russian government-owned media enterprise, Radio Sputnik’s sole purpose is to advance Russian propaganda abroad. The Director of National Intelligence found:

Sputnik was part of “Russia’s state-run propaganda machine” describing the radio format as “another government-funded outlet producing pro-Kremlin radio and online content in a variety of languages for international audiences.”<sup>6</sup>

RM Broadcasting is registered with the U.S. Department of Justice under the Foreign Agents Registration Act. It’s registration statement, Exhibit 3 hereto, makes clear its relationship with the organs of Russian state propaganda.

The Federal State Unitary Enterprise Rossiya Segodnya International Information Agency is funded by the Russian government and broadcasts Radio Sputnik. Radio Sputnik reports abroad on the state policy of the Russian Federation... Radio Sputnik is broadcast in Washington DC area and Kansas City, Missouri.

The National Association of Broadcasters’ President Curtis LeGeyt on March 1, 2022, called on station owners to stop carrying Russian state-sponsored programming.

The National Association of Broadcasters (NAB) is a fierce defender of the First Amendment and the critical importance of the ability to freely express views, both popular and unpopular. While the First Amendment protects freedom of speech, however, it does not prevent private actors from exercising sound, moral judgment. To that end, given the unprovoked aggression exhibited by Russia against the free and sovereign people of Ukraine, NAB calls on broadcasters to cease carrying any state-sponsored programming with ties to the Russian government or its agents. While we know

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<sup>6</sup> [https://www.dni.gov/files/documents/ICA\\_2017\\_01.pdf](https://www.dni.gov/files/documents/ICA_2017_01.pdf)

that airings of such programs are extremely limited, we believe that our nation must stand fully united against misinformation and for freedom and democracy across the globe.

On March 15, 2022, the Senate unanimously approved a resolution condemning Russian President Vladimir Putin as a ‘war criminal’. “These atrocities deserve to be investigated for war crimes,” said Senate Majority Leader Chuck Schumer, D-N.Y. Recently, President Biden also has called Putin a war criminal.<sup>7</sup>

The European Union has banned Russia Today and Radio Sputnik. "Systematic information manipulation and disinformation by the Kremlin is applied as an operational tool in its assault on Ukraine," EU foreign policy chief Josep Borrell said in a statement.<sup>8</sup>

Despite almost universal condemnation of Russian atrocities and disinformation, Arthur and Yvonne Liu have continued to broadcast Russian government propaganda.

- When Russia started shelling civilian apartment buildings, Arthur and Yvonne Liu continued broadcasting Russian government disinformation. Their radio station claimed that it was not the Russians, but the Ukrainians shelling their own building to make Russia look bad.
- When Russia attacked a nuclear power plant, Arthur and Yvonne Liu continued broadcasting Russian government disinformation. Their radio station claimed that it was not the Russians, but the Ukrainians shelling the nuclear power plant.
- When Russia bombed a maternity hospital killing pregnant women and children, Arthur and Yvonne Liu continued broadcasting Russian government disinformation. Their radio station claimed that it was not the Russians, but the Ukrainians shelling maternity hospitals.
- When 10 million people became displaced, and 4 million women and children fled Ukraine and became refugees, Arthur and Yvonne Liu continued broadcasting Russian government disinformation.

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<sup>7</sup> See, e.g. <https://www.cnn.com/2022/03/16/politics/biden-calls-putin-a-war-criminal/index.html>

<sup>8</sup> <https://www.voanews.com/a/eu-bans-rt-sputnik-over-ukraine-disinformation-/6466855.html>

- When Russia attacked and killed women and children fleeing to safety, Arthur and Yvonne Liu continued broadcasting Russian government disinformation. Their radio station claimed that it was not the Russians, but the Ukrainians killing women and children.
- When Russia started bombing civilian populations with banned cluster bombs, and laying POM-3 antipersonal mines for fleeing civilians to detonate, Arthur and Yvonne Liu continued broadcasting Russian government disinformation. Their radio station claimed that Russia is not committing war crimes or using banned weapons.
- When the US Embassy in Kyiv, the US Senate and President Biden stated that Russia was committing war crimes, Arthur and Yvonne Liu continued broadcasting Russian government propaganda.
- When fleeing Russian troops started murdering civilians in Bucha and using children as human shields, Arthur and Yvonne Liu continued broadcasting Russian government propaganda.
- When the International Criminal Court opened an investigation into Russian war crimes, Arthur and Yvonne Liu continued broadcasting Russian government propaganda.

For over a month of unceasing war crimes and heartless atrocities, as Russian troops destroyed property, raped women, murdered and looted, Arthur and Yvonne Liu have continued broadcasting Russian government propaganda. They have continued to profit from the fees that the Russian government pays them to spread lies and disinformation. It is one thing to take money to broadcast paid programming, it is quite another thing to spread disinformation about the destruction of people's homes, mass murder, and human misery. Arthur and Yvonne Liu are not qualified to hold FCC broadcast licenses.

### **Argument**

The basic duty of broadcast licensees is reflected in the license renewal provisions of the Communications Act.<sup>9</sup> Section 309(k)(1) of the Act provides that the Commission shall grant a license renewal application if it finds that during the preceding license term

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<sup>9</sup> 47 U.S.C. § 309(k).

the station has served the public interest, convenience, and necessity. Section 309(k)(3) of the Act provides that if the Commission determines, after notice and opportunity for hearing under section 309(e) of the Act, that the licensee has failed to meet the standards of Section 309(k)(1) and that no mitigating factors justify the imposition of lesser sanctions, the Commission shall issue an order denying the license renewal application for the station. Arthur and Yvonne Liu have placed money above their statutory duty to broadcast in the public interest. Instead of broadcasting programming responsive to the needs of the communities they serve, they have instead betrayed the public trust in exchange for Russia's filthy lucre. Arthur and Yvonne Liu lack the basic qualifications to remain FCC licensees. Their above-referenced license renewals should be denied, and their other broadcast licenses revoked.

The Commission has consistently held that, as temporary trustees of the public's airwaves, broadcasters are obligated to operate their stations to serve the public interest--specifically, to air programming responsive to the needs and issues of the people in their communities of license.<sup>10</sup> When a licensee fails to operate in the public interest, the FCC has the power to revoke a license for reasons that would warrant the FCC denying an application for an initial license.<sup>11</sup> As the Supreme Court stated in *FCC v. Sanders Radio Station*, at 475: "An important element of public interest and convenience affecting the issue of a license is the ability of the licensee to render the best practicable service to the community reached by his broadcasts."

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<sup>10</sup> It is the right of the viewers and listeners, not the right of the broadcasters, which is paramount. See *FCC v. Sanders Bros. Radio Station*, 309 U.S. 470, 475 (1940)

<sup>11</sup> 47 USC §312(a)(2).

To provide the best possible service, a licensee is responsible for ascertaining the needs and interests of the community it serves. An FCC licensee's First Amendment right to broadcast is tempered by its responsibility to be responsive to the needs of the local community. See, *Turner Broadcasting System, Inc. v. FCC*, 512 U.S. 622, 650, 114 S. Ct. 2445, 129 L. Ed. 2d 497 (1994) ("The FCC's oversight responsibilities do not grant it the power to ordain any particular type of programming that must be offered by broadcast stations; for although the Commission may inquire of licensees what they have done to determine the needs of the community they propose to serve, the Commission may not impose upon them its private notions of what the public ought to hear.") (internal quotations and cites omitted). The prohibition of 47 USCS § 326 against "censorship" regarding radio communications denies the FCC any power to edit proposed broadcasts in advance and to excise materials considered inappropriate for airwaves, but it does not deprive the Commission of power to review content of completed broadcasts.<sup>12</sup> As the Supreme Court stated in *Red Lion Broadcasting Co. v. FCC*, 395 U.S. 367, 389 (1969), "to deny a station license because 'the public interest' requires it 'is not a denial of free speech.'"

Arthur and Yvonne Liu have shown themselves to be tone deaf to the needs and interests of the communities they serve.<sup>13</sup> Their refusal to stop broadcasting Russian government propaganda has met with almost universal disapprobation. As Representative Anna Eshoo of California recently wrote in an email: "As Vladimir Putin wages a brutal onslaught against Ukrainian democracy, it's deeply troubling that WZHF, Washington, D.C., continues to air Russian propaganda defending this vicious invasion..."<sup>14</sup>

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<sup>12</sup> *FCC v. Pacifica Foundation*, 438 U.S. 726, 98 S. Ct. 3026, (1978).

<sup>13</sup> See, e.g. <https://www.washingtonpost.com/media/2022/03/07/radio-sputnik-wzhf/> *The tiny radio station broadcasting Russian propaganda in D.C.*

<sup>14</sup> <https://www.bloomberg.com/news/articles/2022-03-11/russian-state-media-heard-loud-and-clear-on-washington-airwaves>

In WZHF's most recent Issues and Program list, 4<sup>th</sup> quarter 2021, the owners of WZHF had this to say about Ukraine.

Sean and Jacquie are joined by international affairs and security analyst Mark Sleboda to discuss the so-called Russian military buildup on its border with Ukraine, the real aggressions of NATO in Ukraine and eastern Europe, the Cold War mentality that is driving this aggression and other actions against Russia, and the gall of Joe Biden and the US for presenting Russia as an aggressor in Eastern Europe as it masses troops on Ukraine's border.

This type of programming, according to Arthur and Yvonne Liu, is responsive to the needs and interests of the community.

The FCC has the power and the duty to deny the renewal of the above-captioned radio stations and to revoke Arthur and Yvonne Liu's other radio licenses. The FCC's powers are not limited to engineering and technical aspects of regulation of radio communication; the Commission is not restricted merely to supervision of traffic but has the burden of determining composition of that traffic. *Simmons v. FCC.*, 169 F.2d 670, (D.C. Cir.), cert. denied, 335 U.S. 846, 69 S. Ct. 67, 93 L. Ed. 396 (1948).<sup>15</sup> Where the public interest requires it, the FCC has not hesitated to step in and admonish licensees. For example, in *Nondiscrimination in Employment Practices*, 13 FCC 2d 766, 770 (1968) the Commission stated: "A refusal to hire Negroes or persons of any race or religion clearly raises a question of whether the licensee is making a good faith effort to serve his entire public." Likewise, the FCC will step in when a licensee is deliberately distorting the news. Allegation of news distortion raises a question about the licensee's ability to serve the public interest. See, e.g. *Serafyn v. FCC*, 149 F.3d 1213, (D.C. Cir.

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<sup>15</sup> Refusal of former Radio Commission to renew broadcasting license on ground that continuance of station is not in public interest, convenience, and necessity does not involve prohibited censorship. *KFKB Broadcasting Ass'n v Federal Radio Com.* (1931, Dist Col App) 60 App DC 79, 47 F2d 670 ; *In re Palmetto Broadcasting Co.* (1962) 33 F.C.C. 250, aff'd, *Robinson v. FCC.*, 334 F.2d 534, 118 U.S. App. D.C. 144, (D.C. Cir. 1964).

1998). See also, *Hunger in America*, 20 F.C.C.2d 143, 150, 151 (1969). “We stress that the licensee must have a policy of requiring honesty of its news staff and must take reasonable precautions to see that news is fairly handled.”

Likewise, when a radio station promotes antisocial or dangerous behavior, the FCC has the power to step in and punish the miscreant licensee. “Whether particular record depicts dangers of drug abuse, or, to contrary, promotes such illegal drug usage is a question for judgment of the licensee.” The Commission expects broadcast licensees to ascertain, before broadcast, words or lyrics of recorded musical or spoken selections played on their stations. *In re License Responsibility to Review Records Before Their Broadcast* 28 F.C.C.2d 409 (1971).

*In the Matter of Entercom License, LLC Applications for Renewal of License for Station KDND(FM), Sacramento, California*, 31 FCC Rcd 12196 (2016) the FCC designated Entercom for hearing to determine its qualifications after a contest it ran resulted in the death of a young woman, Jennifer Strange. The FCC clearly laid out the responsibilities of Commission licensee as a public trustee.

As a Commission licensee, Entercom had a duty to Ms. Strange and the other 17 contestants of the Contest, each a listener of the Station. All Commission licensees are "granted the free and exclusive use of a limited and valuable part of the public domain...[and, upon accepting] that franchise [licensees are] burdened by enforceable public obligations." *Contemporary Media, Inc.*, Decision, 13 FCC Rcd 14437, 14460 (1998) (citing *United Church of Christ*, 359 F.2d at 1003). Broadcasters are considered "public trustees" of a limited and valuable resource, and are thus held to a high standard of conduct in their relationship with the listening public whose needs and interests they are duty-bound to serve. See, e.g., *United Church of Christ*, 359 F.2d at 1003 (" . . . [A] broadcast license is a public trust subject to termination for breach of duty"); *Policy Regarding Character Qualifications in Broadcast Licensing*, Notice of Inquiry, 87 FCC 2d 836, 838 (1981); WMJX, 85 FCC 2d at 269, n.81 (noting that even prior to the adoption of Section 73.1216, licensees had the affirmative obligations as public trustees to prevent the broadcast

of false, misleading or deceptive contests). The fact that Entercom used its licensed broadcast facilities to entice its listeners to participate in the Contest that appears to have physically endangered them is a serious matter and must be carefully considered. The Trial jury's verdict that Entercom negligently caused the death of a member of the Station's listening audience, appears to be prima facie evidence that Entercom's conduct was contrary to the public interest duty and a breach of Entercom's core obligations as a public trustee. Entercom's actions relating to the Contest suggest an active indifference to the contestants' safety, as evidenced by the negligence verdict and the licensee's refusal, apparently at the direction of its parent, to warn the other contestants in the wake of Ms. Strange's death, placing its corporate self-interest over their safety and well-being.

The death of Jennifer Strange was a tragic accident. The bombing and mass murder of civilian is intentional. Arthur and Yvonne Liu continue to broadcast disinformation which gives Russia cover for its campaign of murder and destruction in Ukraine.

### **Conclusion**

Arthur and Yvonne Liu are public trustees of the airwaves. They have failed in their basic duty to serve the needs of their communities. Their actions are so heinous that the above-captioned renewal applications should be denied, and their other licenses revoked. The UCCA calls on the FCC to move swiftly and set their broadcast license for hearing to determine if Arthur and Yvonne Liu, as well as the companies they control, are qualified to remain Commission licensees.

Respectfully Submitted,



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

Arthur V. Belendiuk

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April 6, 2022

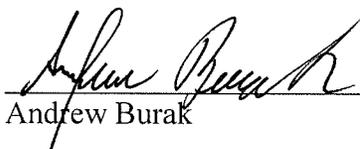
## **EXHIBIT 1**

### **Declaration of Andrew Burak**

I, Andrew Burak, declare under penalty of perjury, that the following information is true and correct:

I am a member of UCCA, a resident of Livingston, New Jersey and a regular listener of WZRC (AM), 1480 KHZ, New York, NY, WHWH (AM), WPAT (AM), 930 KHZ, Paterson, NJ, WKDM (AM), 1380 KHZ, New York, NY, WTTM (AM), 1680 KHZ, Lindenwold, NJ and WWRU (AM), 1660 KHZ, Jersey City, NJ.

I declare that I have personal knowledge of the factual allegations I make in the Petition to Deny the licenses of these stations and that these allegations are true and correct.



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Andrew Burak

## **EXHIBIT 2**

WAY BROADCASTING, INC.  
WZHF - 1390 AM  
13321 NEW HAMPSHIRE AVENUE SUITE #207  
SILVER SPRINGS, MD 20904  
TEL (301) 424-9292 FAX (301) 879-9070

PROGRAM TIME / COMMERCIAL CONTRACT

CONTRACT DATE: 11/2/2017 START DATE: 11/25/2017 END DATE: 12/31/2020 \*\*  
PROGRAM NAME: SPUTNIK RADIO provided by RM Broadcasting, LLC  
ADDRESS: RM BROADCASTING LLC, 101 Waters Edge Drive  
CITY, STATE & ZIP: Jupiter, FL 33477  
CONTACT PERSON: ARNOLD FEROLITO  
PHONE: 201-803-9346 ALT. PHONE: (Intentionally left blank)  
EMAIL ADDRESS: rmbroadcasting@gmail.com FAX: (Intentionally left blank)  
SATURDAY BROADCAST TIME: 12:01AM - MIDNIGHT \*\*\*  
SUNDAY BROADCAST TIME: 12:01AM - 10:00PM \*\*\*\*  
MONDAY - FRIDAY BROADCAST TIME: 12:01AM - MIDNIGHT  
MONTHLY RATE: \_\_\_\_\_  
TOTAL HOURS PER WEEK: 166 (24 HOURS X 6 DAYS and 22 X 1 DAY)  
DEPOSIT TO BE RETAINED: \_\_\_\_\_  
MUSIC RIGHT: WAIVED IF PROPER DOCUMENTATION IS PROVIDED OF ANY MUSIC PLAYED

SPECIAL INSTRUCTIONS: \*\*\* BROADCAST TIMES REFLECT "DISCLAIMER FOR LEASED AIRTIME" TO AIR 1X DAILY AND "LEGAL ID'S" TO AIR AT OR NEAR THE TOP OF EVERY HOUR (STATION ID'S MAY BE ORIGINATED BY PROGRAMMER.

\*\*\*\* STATION RETAINS TWO (2) HOURS WEEKLY TO AIR REQUIRED "ISSUES RELATED PROGRAMMING" - TIMES MAY ADJUSTED AS AGREED TO BETWEEN PROGRAMMER AND STATION.

SPONSOR: \_\_\_\_\_

WAY BROADCASTING: \_\_\_\_\_

\* NOTICE: FAILURE TO MAKE PAYMENT FOR PROGRAM TIME AS AGREED MAY RESULT IN IMMEDIATE CANCELLATION OF THIS AGREEMENT PER SECTIONS 2 AND 3 ON THE REVERSE SIDE OF THIS AGREEMENT. SPONSOR AGREES AND ACCEPTS ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT.



WAY BROADCASTING, INC.  
WZHF - 1390 AM  
13321 NEW HAMPSHIRE AVENUE SUITE #207  
SHAFER SPRINGS, MD 20904  
TEL (301) 424-9292 FAX (301) 879-9070

PROGRAM TIME / COMMERCIAL CONTRACT

CONTRACT DATE: 11/20/2020 START DATE: 12/1/2020 END DATE: 11/30/2023

PROGRAM NAME: SPUTNIK RADIO provided by RM Broadcasting, LLC

ADDRESS: RM BROADCASTING LLC, Waters Edge Drive

CITY, STATE & ZIP: Jupiter, FL

CONTACT PERSON: ARNOLD FEROLITO

PHONE: \_\_\_\_\_ ALT. PHONE: (Intentionally left blank)

EMAIL ADDRESS: \_\_\_\_\_ FAX: (Intentionally left blank)

SATURDAY BROADCAST TIME: 12:01AM - MIDNIGHT \*\*\*

SUNDAY BROADCAST TIME: 12:01AM - 10:00PM \*\*\*\*

MONDAY - FRIDAY BROADCAST TIME: 12:01AM - MIDNIGHT

MONTHLY RATE: \_\_\_\_\_

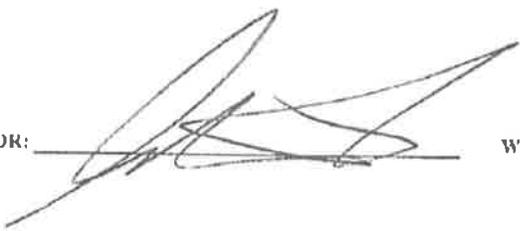
TOTAL HOURS PER WEEK: 166 (24 HOURS X 6 DAYS and 22 X 1 DAY)

DEPOSIT TO BE RETAINED: \_\_\_\_\_

MUSIC RIGHT: WAIVED IF PROPER DOCUMENTATION IS PROVIDED OF ANY MUSIC PLAYED

SPECIAL INSTRUCTIONS: \*\*\* BROADCAST TIMES REFLECT "DISCLAIMER FOR LEASED AIRTIME" TO AIR 1X DAILY AND "LEGAL ID'S" TO AIR AT OR NEAR THE TOP OF EVERY HOUR (STATION ID'S MAY BE ORIGINATED BY PROGRAMMER.

\*\*\*\* STATION RETAINS TWO (2) HOURS WEEKLY TO AIR REQUIRED "ISSUES RELATED PROGRAMMING" - TIMES MAY ADJUSTED AS AGREED TO BETWEEN PROGRAMMER AND STATION.

SPONSOR: 

WAY BROADCASTING: 

**\* NOTICE: FAILURE TO MAKE PAYMENT FOR PROGRAM TIME AS AGREED MAY RESULT IN IMMEDIATE CANCELLATION OF THIS AGREEMENT PER SECTIONS 2 AND 3 ON THE REVERSE SIDE OF THIS AGREEMENT. SPONSOR AGREES AND ACCEPTS ALL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT.**

## Additional Terms and Conditions

1. Payment is due in advance of broadcast unless otherwise specified, but in no event less than 48 hours prior to broadcast time. Payment must be made during normal business hours, 9am-5pm Monday through Friday.
2. The Station reserves the right, in its sole discretion, to cancel this contract at any time upon default by the Programmer for non-payment of broadcast time, or for other material breach of contract. If any of the terms and conditions of this contract is breached by the Programmer, any failure or refusal by the Station to enforce its right shall in no way constitute a waiver of the Station's rights, or a condonation, and such rights may be enforced at any time during the term of the contract.
3. In the event of termination by the Station for any of the reasons stated in paragraph (2), the Station shall be entitled to retain the security deposit as liquidated damages, plus recover any other additional damages suffered by the Station as result of Programmer's breach of the contract.
4. In the event the Programmer breaches the contract or fails or refuses to perform in accordance with the terms and conditions of the contract, the Station shall have, at its discretion, the right to enforce the contract for the entire duration as agreed upon, and will hold the Programmer legally responsible for damages and costs incurred by virtue of the breach and loss of profit.
5. All additions to, modifications, cancellations, or any other changes whatsoever of the contract shall be effective only if submitted to the Station in writing, signed by the Programmer or his duly appointed agent at the Station's regular post office address and accepted and countersigned by the Station through its duly authorized representative, and no oral communication by Programmer or his agent shall be effective to change any terms and conditions of the contract.
6. The Station shall have the right of substitution or preemption of any program, at any time for the purpose of broadcasting another program which it deems to be of public importance or in the public interest. No notice shall be required for such preemption except that which is reasonable under the circumstances, if and when such a substitution is made, it will not be in default of this contract.
7. Programmer will be allowed to sub-lease any portion of his/her airtime to a third party in Creole format only without a written consent from the Station.
8. Should the Station, due to public emergency, necessity, or any other reason, including mechanical breakdown, be unable to broadcast any or part of the advertiser or Programmer's broadcast, the Station's liability will be limited to a pro rata reduction in charges or a credit in proportion to rate.
9. Programmer agrees to furnish material of suitable quality for broadcast. The Station reserves the right to cancel the contract if the Programmer's program does not conform with the rules and regulations of the FCC, or the standards of the Station itself.
10. In the event of non-payment by the Programmer on or before due date, the Station shall have the right to charge a late fee. This clause does not apply to this contract.
11. Should the Programmer fail to supply program material for broadcasting, the Station shall have the right to broadcast a substitute program making its regular charges for time in accordance with the contract. Programmer agrees to supply Station all documentation needed for various licensing organizations, I.E., BMI, ASCAP.
12. Where the program material is supplied by the Programmer agrees to hold Station harmless against all liability, for libel, slander, illegal competition, or trade practice, infringement of trade marks, trade names, or program titles, violation of rights of privacy and infringement of copyrights and property rights, resulting from the broadcasting of such programs.
13. In the event that the Programmer shall pursue litigation against the Station for any reason, Programmer agrees to pay for the Station's costs of the litigation, including but not limited to the Station's attorney fees. In the event the Station shall pursue litigation because of the default or breach of contract in any respects by the Programmer and the Station prevails in a court of law, the Programmer agrees to pay for the costs of the litigation, including Station attorney's fees.
14. Advertiser/Programmer warrants that he/she is the party that is solely responsible for payments to Station.
15. This contract is subject to the terms of license held by the Station and is subject also to Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission.
16. This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing, nor may the Station be required to broadcast hereunder for the benefit of any other advertiser/programmer than the one named of the face of the contract. Owner may assign all or the relevant portion of this agreement in connection with the transfer of all or substantially all of the assets used for held for use in connection with any Station, including a collateral

assignment to any lender or other person providing financing to the Station or the Station's parent and/or affiliates.

17. In dealing with advertiser/programmer, the Station shall follow a uniform policy to avoid discrimination.
18. When needed, station retains 3 minutes each hour to be used by Station anyway. Station elects to use the time.
19. In the event the Station is sold or changes format, Station has the right to terminate this agreement effective the date that the current owners transfer control to new owners either by assignment, LMA, or when the new format goes into effect.
20. Station has the right to charge an additional fee for payment of music license agreements that the Station must maintain when playing music. Programming fee will be determined by the number of hours he/she programs on Station.
21. This agreement and all matters or issues directly or collaterally relating thereto shall be interpreted by, governed in accordance with and construed pursuant to the laws of the State of Florida without regard to its conflict of law rules.
22. This agreement constitutes the entire agreement between the parties hereto and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
23. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request.

### If to Programmer:

Name: RM Broadcasting LLC  
 Address: Waters Edge Drive  
Jupiter, FL  
 Attention: Arnold Ferolito  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

### If to Station:

Name: Way Broadcasting Inc.  
 Address: 40 Exchange Place, Suite 1010  
New York, NY 10005  
 Telephone: (212)966-1059  
 Attention: Brandon Wong  
 Fax: (212)966-9580  
 E-mail: brandonw@nrbi.net

### With copies to:

Name: Way Broadcasting, Inc.  
 Address: 40 Exchange Place, Suite 1010  
New York, NY 10005  
 Attention: Sean Kim, CFO/COO  
 Fax: (212) 966-9580

24. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, **Way Broadcasting Licensee, LLC** will not discriminate in any contract for airtime [or advertising] on the basis of race or gender, and all such contracts will be evaluated, accepted, negotiated and completed without regard to race or gender.

IN WITNESS WHEREOF, the Programmer and the agent of Station have fully reviewed, understood, and agreed on the terms and conditions of this contract.

Programmer:

Print Name:

ARNOLD FEROLITO

Station Agent:

Print Name:

Brandon Wong

## **EXHIBIT 3**

U.S. Department of Justice  
Washington, DC 20530

**Supplemental Statement**  
**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

For 6 Month Period Ending 12/31/2021  
(Insert date)

**I - REGISTRANT**

1. (a) Name of Registrant (b) Registration Number
- RM Broadcasting, LLC 6694
- (c) Primary Business Address  
101 Waters Edge Drive, Jupiter, Florida 33477

2. Has there been a change in the information previously furnished in connection with the following?
- (a) If an individual:
- (1) Residence address(es) Yes  No
- (2) Citizenship Yes  No
- (3) Occupation Yes  No
- (b) If an organization:
- (1) Name Yes  No
- (2) Ownership or control Yes  No
- (3) Branch offices Yes  No
- (c) Explain fully all changes, if any, indicated in Items (a) and (b) above.

**IF THE REGISTRANT IS AN INDIVIDUAL, OMIT RESPONSES TO ITEMS 3, 4, 5, AND 6.**

3. If the registrant previously filed an Exhibit C<sup>1</sup>, state whether any changes therein have occurred during this 6 month reporting period. Yes  No
- If yes, has the registrant filed an updated Exhibit C? Yes  No
- If no, please file the updated Exhibit C.

<sup>1</sup> The Exhibit C, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, and by laws of a registrant that is an organization. (A waiver of the requirement to file an Exhibit C may be obtained for good cause upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530.)

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4. (a) Have any persons become partners, officers, directors or similar officials during this 6 month reporting period?

Yes  No

If yes, furnish the following information:

Name	Residence Address	Citizenship	Position	Date Assumed
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(b) Have any persons ceased acting as partners, officers, directors or similar officials of the registrant during this 6 month reporting period?

Yes  No

If yes, furnish the following information:

Name	Position	Date Ceased
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5. (a) Has any person named in Item 4(a) rendered services directly in furtherance of the interests of any foreign principal?

Yes  No

If yes, identify each such person and describe the service rendered.

Name	Foreign Principal(s) Represented	Services
------	----------------------------------	----------

(b) During this 6 month reporting period, has the registrant hired as employees or in any other capacity, any persons who rendered or will render services to the registrant directly in furtherance of the interests of any foreign principal(s) in other than a clerical or secretarial, or in a related or similar capacity? Yes  No

Name	Residence Address	Citizenship	Position	Date Assumed
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(c) Have any employees or individuals, who have filed a short form registration statement, terminated their employment or connection with the registrant during this 6 month reporting period? Yes  No

If yes, furnish the following information:

Name	Position or Connection	Date Terminated
------	------------------------	-----------------

(d) Have any employees or individuals, who have filed a short form registration statement, terminated their connection with any foreign principal during this 6 month reporting period? Yes  No

If yes, furnish the following information:

Name	Position or Connection	Foreign Principal	Date Terminated
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6. Have short form registration statements been previously filed by all of the persons named in Items 5(a) and 5(b) of the supplemental statement or submitted with this filing? Yes  No

If no, list names of persons who have not previously filed the required statement or are not submitting a short form with this filing.

**II - FOREIGN PRINCIPAL**

7. Has the registrant's connection with any foreign principal(s) ended during this 6 month reporting period?

Yes  No

If yes, furnish the following information:

Foreign Principal

Date of Termination

8. Has the registrant added any new foreign principal(s)<sup>2</sup> during this 6 month reporting period?

Yes  No

If yes, furnish the following information:

Foreign Principal

Date Added

9. In addition to those named in Items 7 and 8, if any, list the foreign principal(s) whom the registrant continued to represent during the 6 month reporting period.

Federal State Unitary Enterprise Rossiya Segodnya International Information Agency.

10. (a) Has the registrant filed Exhibits A and B for the newly added foreign principal(s), if any, listed in Item 8?

Exhibit A<sup>3</sup> Yes  No  N/A

Exhibit B<sup>4</sup> Yes  No  N/A

If no, please file the required exhibit.

(b) Have there been any changes in the Exhibits A and B previously filed for any foreign principal(s) whom the registrant represented during this 6 month period? Yes  No

If yes, has the registrant filed an amendment to these exhibits? Yes  No

If no, please file the required amendment.

<sup>2</sup> The term "foreign principal" includes, in addition to those defined in Section 1(b) of the Act, an individual organization any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual. (See Rule 100(a) (9)). A registrant who represents more than one foreign principal is required to list in the statements he files under the Act only those principals for whom he is not entitled to claim exemption under Section 3 of the Act. (See Rule 208.)

<sup>3</sup> The Exhibit A, which is filed on Form NSD-3, sets forth the information required to be disclosed concerning each foreign principal.

<sup>4</sup> The Exhibit B, which is filed on Form NSD-4, sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.

**III - ACTIVITIES**

11. During this 6 month reporting period, has the registrant engaged in any activities for or rendered any services to any foreign principal named in Items 7, 8, or 9 of this statement? Yes  No

If yes, identify each foreign principal and describe in full detail all activities and services:

Foreign Principal	Activities/Services
Federal State Unitary Enterprise Rossiya Segodnya International Information Agency	RM Broadcasting, LLC purchased radio airtime from Federal Communication Communications Commission licensees and resold that airtime to the Federal State Unitary Enterprise Rossiya Segodnya International Information Agency for the broadcast of radio programming in the Washington DC area and Kansas City Missouri.

12. During this 6 month reporting period, has the registrant, on behalf of any foreign principal, engaged in political activity<sup>5</sup> as defined below? Yes  No

If yes, identify each foreign principal and describe in full detail all such political activity, indicating, among other things, the relations, interests and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers and subject matter. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's political activities.

The Federal State Unitary Enterprise Rossiya Segodnya International Information Agency is funded by the Russia government and broadcasts Radio Sputnik. Radio Sputnik reports abroad on the state policy of the Russian Federation and public life of the Russian Federation. Radio Sputnik is broadcast in the Washington DC area and Kansas City, Missouri.

Set forth below in the required detail the registrant's political activities.

Foreign Principal	Date	Contact	Method	Purpose
Federal State Unitary Enterprise Rossiya Segodnya International Information Agency	7/1/2021- 12/31/2021	Public radio programming audience in the Washington, DC area and Kansas City, Missouri.	Public radio broadcasts of Radio Sputnik. Radio Sputnik is broadcast 24 hours, t days per week in the Washington, DC are and 6 hours per day/42 hours per week in MO (6am-9am, 6pm-9pm)	Broadcast Radio Sputnik reports on the state policy of the Russian Federation and public life of the Russian Federation. Radio broadcasts have been submitted to the FARA Unit, Department of Justice.

13. In addition to the above described activities, if any, has the registrant engaged in activity or rendered any services on its own behalf which benefits the registrant's foreign principal(s)? Yes  No

If yes, describe fully.

Foreign Principal	Activities/Services

<sup>5</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity that the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting or changing the domestic or foreign policies of the United States or with reference to political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**IV - FINANCIAL INFORMATION****14. (a) RECEIPTS-MONIES**

During this 6 month reporting period, has the registrant received from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal, any contributions, income or money either as compensation or otherwise? Yes  No

If no, please explain why no monies were received.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies.<sup>6</sup>

Foreign Principal	Date Received	From Whom	Purpose	Amount	Subtotal
Federal State	7/15/2021	Federal State	Payments for the	46,750.00	488,537.00
Unitary Enterprise	8/15/2021	Unitary	purchase of radio	46,750.00	
Rossiya Segodnya	9/15/2021	Enterprise	airtime for the	46,750.00	67,314.54
International	10/15/2021	Rossiya Segodnya	broadcast of Radio	46,750.00	(separate
Information Agency	11/15/2021	International	Sputnik in Washington,	46,750.00	payments
	12/15/2021	Information	DC pursuant to the	46,750.00	are
	12/25/2021	Agency	commercial services	168,300.00	attached)
	12/25/2021		agreement. Payments	39,737.00	
			are for Kansas City,		
			MO are attached.		

555,851.54

Total

**(b) RECEIPTS - FUNDRAISING CAMPAIGN**

During this 6 month reporting period, has the registrant received, as part of a fundraising campaign<sup>7</sup>, any money on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes  No

If yes, has the registrant previously filed an Exhibit D<sup>8</sup> to its registration? Yes  No

If yes, indicate the date the Exhibit D was filed. Date \_\_\_\_\_

If no, please file the required Exhibit D.

**(c) RECEIPTS-THINGS OF VALUE**

During this 6 month reporting period, has the registrant received any thing of value<sup>9</sup> other than money from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal? Yes  No

If yes, furnish the following information:

Foreign Principal	Date Received	From Whom	Purpose	Thing of Value
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<sup>6, 7</sup> A registrant is required to file an Exhibit D if he/she collects or receives contributions, loans, moneys, or other things of value for a foreign principal, as part of a fundraising campaign. (See Rule 201(e)).

<sup>8</sup> An Exhibit D, for which no printed form is provided, sets forth an account of money collected or received as a result of a fundraising campaign and transmitted for a foreign principal.

<sup>9</sup> Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

15. (a) **DISBURSEMENTS-MONIES**

During this 6 month reporting period, has the registrant disbursed or expended monies in connection with activity on behalf of any foreign principal named in Items 7, 8, or 9 of this statement or transmitted monies to any such foreign principal? Yes  No

If no, explain why no disbursements were made.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies, including monies transmitted, if any, to each foreign principal.

Foreign Principal	Date	Recipient	Purpose	Amount	Subtotal
Federal State Unitary Enterprise Rossiya Segodnya International Information Agency	July 2021- December 2021	Way Broadcasting	Monthly fee to broadcaster pursuant to Program/Time Commercial Contract.	35,000.00	210,000.00
	July 2021- December 2021	Alpine Broadcasting	Monthly fee to broadcaster pursuant to Program/Time Commercial Contract.	5,000.000	30,000.00

240,000.00

Total

**(b) DISBURSEMENTS-THINGS OF VALUE**

During this 6 month reporting period, has the registrant disposed of anything of value<sup>10</sup> other than money in furtherance of or in connection with activities on behalf of any foreign principal named in Items 7, 8, or 9 of this statement?

Yes  No

If yes, furnish the following information:

Foreign Principal	Date	Recipient	Purpose	Thing of Value
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**(c) DISBURSEMENTS-POLITICAL CONTRIBUTIONS**

During this 6 month reporting period, has the registrant (or any short form registrant) from its own funds and on its own behalf either directly or through any other person, made any contributions of money or other things of value<sup>11</sup> in connection with an election to any political office, or in connection with any primary election, convention, or caucus held to select candidates for political office?

Yes  No

If yes, furnish the following information:

Date	Donor	Political Organization/Candidate	Method	Amount/Thing of Value
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<sup>10, 11</sup> Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

## V - INFORMATIONAL MATERIALS

16. (a) During this 6 month reporting period, has the registrant prepared, disseminated or caused to be disseminated any informational materials?<sup>12</sup> Yes  No

(b) If yes, identify each such foreign principal for which informational materials were disseminated and respond to the remaining items in this section.

Federal State Unitary Enterprise Rossiya Segodnya International Information Agency

17. During this 6 month reporting period, has a budget been established or specified sum of money allocated to finance the registrant's activities in preparing or disseminating informational materials? Yes  No

If yes, identify each such foreign principal, and specify the period of time and the amount.

Foreign Principal	Period of Time	Amount
Federal State Unitary Enterprise Rossiya Segodnya International Information Agency	July 2021-December 2021	555,851.54

18. During this 6 month reporting period, has the registrant's activities in preparing, disseminating or causing the dissemination of informational materials included the use of any of the following:

- Magazine or newspaper       Advertising campaigns       Press releases       Pamphlets or other publications  
 Lectures or speeches       Radio or TV broadcasts       Motion picture films       Letters or telegrams  
 Email  
 Website URL(s): \_\_\_\_\_  
 Social media websites URL(s): \_\_\_\_\_  
 Other (*specify*) \_\_\_\_\_

19. During this 6 month reporting period, has the registrant prepared, disseminated, or caused to be disseminated informational materials among any of the following groups:

- Public officials       Newspapers       Libraries  
 Legislators       Editors       Educational institutions  
 Government agencies       Civic groups or associations       Nationality groups  
 Other (*specify*) Public Radio Broadcasts

20. Indicate the language used in the informational materials:

- English       Other (*specify*) \_\_\_\_\_

21. Has the registrant filed with the FARA Unit, U.S. Department of Justice a copy of each item of such informational materials prepared, disseminated or caused to be disseminated during this 6 month reporting period? Yes  No

If no, please please file the required informational materials.

22. Has the registrant labeled each item of such informational materials with the statement required by Section 4(b) of the Act?

- Yes  No

<sup>12</sup> The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

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**VI - EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature <sup>13</sup>	
January 27, 2022	Arnold Ferolito	/s/ Arnold Ferolito	eSigned
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

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<sup>13</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

ATTACHMENT TO SUPPLEMENTAL STATEMENT

ATTACHMENT FOR QUESTION 14(a): RECEIPTS/MONIES FROM FEDERAL STATE UNITARY ENTERPRISE ROSSIYA SEGODNYA INTERNATIONAL INFORMATION AGENCY FOR THE PURCHASE OF RADIO AIRTIME FOR THE BROADCAST OF RADIO SPUTNIK IN KANSAS CITY, MO PURSUANT TO THE COMMERCIAL SERVICES AGREEMENT.

DATE	AMOUNT
7/14/2021	\$6,580.42
8/18/2021	\$6,580.42
9/17/2021	\$6,580.42
10/13/2021	\$6,580.42
11/16/2021	\$20,016.79
12/15/2021	\$9,734.71
12/20/2021	\$11,241.36
	<hr/>
TOTAL	\$67,314.54

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent via email to the following:

Mark Lipp, Esq.  
Fletcher, Heald & Hildreth, PLC  
1300 N. 17<sup>th</sup> Street  
Suite 1100  
Arlington, VA 22209

[lipp@FHHLAW.com](mailto:lipp@FHHLAW.com)



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Arthur V. Belendiuk