

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

In re Applications of

Multicultural Radio Broadcasting Licensee, LLC for Renewal of License of Stations)	FRN: 0010215812
)	
)	
WZRC (AM), New York, NY)	File no. 0000182573
WHWH (AM), Princeton, NJ)	File no. 0000182604
WPAT (AM), Paterson, NJ)	File no. 0000182686
WKDM (AM), New York, NY)	File no. 0000182689
WTTM (AM), Lindenwold, NJ)	File no. 0000182588
WWRU (AM), Jersey City, NJ)	File no. 0000182675

To: The Commission
Attn: Media Bureau

OPPOSITION TO MOTION TO STRIKE UNAUTHORIZED PLEADING

Multicultural Radio Broadcasting Licensee, LLC ("MRBL"), licensee of the above referenced stations, by its counsel, hereby responds to the "Motion to Strike Unauthorized Pleading" filed on June 10, 2022 by the Ukrainian Congress Committee of America, Inc. ("UCCA").¹ UCCA claims that MRBL has no control over the programming on Station WZHF(AM) and that the contents of several of MRBL's stations' online public files are missing certain documents. These allegations are demonstrably false.

1. UCCA argues that since neither Arthur Liu nor Yvonne Liu have submitted Affidavits, MRBL does not have control over the programming aired on Station WZHF. UCCA cites provisions contained in a contract between RM Broadcasting LLC ("RM") and Rossiya Segodnya. In that contract, UCCA points to a provision that states RM cannot omit or edit any of the programming provided by Rossiya

¹ In a separate filing, MRBL has submitted a "Motion to Strike" the UCCA Motion to Strike

Segodnya. However, MRBL is not a party to the referenced agreement between RM and Rossiya Segodnya and is not bound by its terms. Rather, MRBL's affiliate company, Way Broadcasting, Inc., ("Way") has its own agreement with RM and that Time Brokerage Agreement ("TBA") has provisions which allow Way to exercise control over the programming. A copy of this Time Brokerage Agreement is provided in Exhibit 1.²

See paragraph 6 which states:

"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."

Also in paragraph 9, the TBA states:

"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."

2. Contrary to UCCA's complaints, the Program Contract between RM and Way was indeed uploaded into the online public file nearly one year ago in the folder called More Public Inspection Files. The upload was referenced as Foreign Government-Provided Programming Disclosure. UCCA is correct that this folder also contained an expired contract between RM Broadcasting LLC and Way. So to avoid confusion, Way has now uploaded this same contract again under the title Time Brokerage Agreement and removed the expired contract in Station WZHF's online public file. So now the contract is uploaded twice in WZHF's public file under

² Page 2 of the TBA has small typing that is hard to read. Following p.2 of the TBA, a larger copy of that page is provided so that the provisions can be read more clearly.

two different titles.

3. What UCCA does not seem to understand is that it is impossible for any one person to listen to every program on all of its stations. Nor does the FCC expect anyone to have that kind of personal knowledge. MRBL has over 30 stations licensed to its various entities and can't possibly be expected to listen to all of the programming that is aired. Instead, these duties are delegated to employees and, in some cases, contractors. That is why the contractor, Arnold Ferolito, provided the Affidavit. He is the person with the most personal knowledge of the programming.

4. Thus UCCA's assumptions are wrong and MRBL, through its affiliate entity, does have the ability to exercise control over the programming and does it fact do so. See attached Affidavit of Sean Kim who is the CFO and who has personal knowledge of this particular matter.

5. As for UCCA's other allegations, Station WZRC(AM) has no programming agreements because the station originates all of its programming.³ The other stations in New York and New Jersey have two page contracts that contain the same language as stated in para. 1 which allows MRBL to maintain control over its programming. Some of these contracts are missing the second page and that oversight is now being corrected. As for the websites, WZRC shares a website with WKDM. The link to this website has been added to both stations' online public files. The licensee is filing an amendment to update the public file exhibits for this purpose.

6. As indicated, Way Broadcasting LLC is in control of Station WZHF's programming, finances and employees. There is no basis for UCCA's assumptions

³ See UCCA Motion to Strike at para. 8.

to the contrary. Of course, since this proceeding involves only the renewal applications for the listed stations in New York and New Jersey, UCCA's comments should be irrelevant and stricken from this record, as requested in the simultaneously filed Motion to Strike. UCCA is deflecting attention away from its own defective pleading which lacks standing and argues that the Commission has the right to censor the programming of Station WZHF.

7. Accordingly, for the reasons stated, UCCA has failed to provide any basis for denying the renewal applications for the captioned stations licensed to MRBL.

Respectfully submitted,

Multicultural Radio Broadcasting Licensee,

LLC

A handwritten signature in black ink, reading "Mark N. Lipp", is written over a horizontal line.

Mark N. Lipp
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Arlington, VA 22209
(703) 812-0400
lipp@fhhlaw.com

June 27, 2022

Declaration of Sean Kim

I, Sean Kim, am Chief Financial Officer of Multicultural Radio Broadcasting Licensee, LLC and Way Broadcasting Licensee, LLC. I declare under penalty of perjury that I have read the Opposition to Motion to Strike Unauthorized Pleading. I have personal knowledge of the facts. The factual statements made in this pleading are true and correct to the best of my belief and made in good faith.



Sean Kim

Exhibit 1

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: 11/20/2020 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, 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 cost 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@wnbfi.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

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.
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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.
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- 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 on 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
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Fax: _____
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E-mail brandonw@mrbi.net

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Name Way Broadcasting, Inc
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Attention Sean Kim, CFO/COO
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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: _____

Station Agent: _____

Print Name: _____

ARNOLD FEROLITO

Print Name: _____

Brandon Wong


CERTIFICATE OF SERVICE

I, Mark N. Lipp, of Fletcher Heald & Hildreth, PLC hereby certifies that a copy of the "Opposition to Motion to Strike Unauthorized Pleading" has been sent on June 27, 2022, via email to the following individuals:

Arthur V. Belendiuk
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5028 Wisconsin Avenue, N.W.
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abelendiuk@fccworld.com

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Albert Shuldiner
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Mark N. Lipp