

CONSENT DECREE**I. Introduction**

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and WVRM, Inc., licensee of noncommercial educational Station WCNJ(FM), Hazlet, New Jersey.

II. Definitions

2. For the purposes of this Consent Decree, the following definitions shall apply:
- a) “WVRM” refers to WVRM, Inc., and its successors and assigns;
 - b) “WVRM Principal” means Jaspal Suri, the current Chief Executive Officer and President of WVRM;
 - c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission;
 - d) “Parties” means the Bureau and WVRM;
 - e) “Commission” or “FCC” means the Federal Communications Commission;
 - f) “Station” means noncommercial educational Station WCNJ(FM) (Facility ID No. 70644), licensed to Hazlet, New Jersey;
 - g) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.*;
 - h) “Rules” means the Commission’s regulations set forth in Title 47 of the Code of Federal Regulations;
 - i) “Underwriting Laws” means section 399B of the Communications Act of 1934, 47 U.S.C. § 399B, and section 73.503(d) of the Commission’s rules, 47 C.F.R. § 73.503(d);
 - j) “Complaints” mean third-party complaints received by, or in the possession of, the Bureau alleging violation of the Underwriting Laws by WVRM, dated August 14, 2002, and March 15, 2004;
 - k) “Investigation” means the investigation of the allegations contained in the Complaints, including the letters of inquiry from the Bureau to WVRM, dated September 25, 2003, and August 5, 2004;
 - l) “Order” means an order of the Enforcement Bureau adopting this Consent Decree;

- m) “Final Order” means the status of the Order after the period for administrative and judicial review has lapsed; and
- n) “Effective Date” means the date on which the Bureau releases the Order.

III. Background

3. The Bureau received the Complaints alleging that WVRM has broadcast certain material in violation of the Underwriting Laws over the Station. The Bureau thereafter commenced the Investigation to determine whether WVRM may have violated the Underwriting Laws in connection with such broadcasts.

4. WVRM has committed to complete the remedial measures and other undertakings contemplated by this Consent Decree.

IV. Agreement

5. WVRM and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. WVRM and the Bureau each represent and warrant that its signatory is duly authorized to enter into this Consent Decree on its behalf. WVRM agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree.

6. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in an Order.

7. The Parties agree that this Consent Decree shall become effective on the Effective Date. Upon the Effective Date, the Order and this Consent Decree shall have the same force and effect as any other order of the Commission and any violation of 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 the enforcement of a Commission order.

8. Both the Bureau and WVRM acknowledge that any proceeding that might result from the Investigation will be time consuming and will require the expenditure of public and private resources.

9. As part of the Order, the Bureau shall terminate the Investigation and shall dismiss with prejudice the Complaints. From and after the Effective Date, the Bureau shall not, either on its own motion or in response to third-party objection, initiate any inquiries, investigations, forfeiture proceedings, hearings, or other sanctions or actions against WVRM, its Principal, or the Station, based in whole or in part on (i) the Investigation, (ii) the Complaints, (iii) any other similar complaints alleging violation by WVRM of the Underwriting Laws, with respect to any broadcast of any of the announcements specified in the Complaint occurring prior to the Effective Date, or (iv) the allegations contained in any of the foregoing. The Bureau agrees that, in the absence

of material new evidence, it will not, on its own motion, initiate or recommend to the Commission, any new proceeding, formal or informal, regarding the matters discussed in paragraph 3, above, with regard to broadcasts prior to the Effective Date. The Bureau further agrees that, in the absence of material new evidence, it will not use the facts developed in this Investigation prior to the Effective Date to initiate on its own motion, or recommend to the Commission, any proceeding, formal or informal, or take any action on its own motion against WVRM with respect to its basic qualifications to be or remain a Commission licensee. Nothing in this Consent Decree shall prevent the Bureau from instituting, or recommending to the Commission, new investigations or enforcement proceedings against WVRM, in the event of any alleged future misconduct for violation of this Consent Decree or for violation of the Act or the Commission's rules, consistent with the provisions of this Consent Decree.

10. WVRM admits, solely for the purpose of this Consent Decree and for FCC civil enforcement purposes, and in express reliance on the provisions of paragraph 9 hereof, that the underwriting announcements at issue in the Investigation are in violation of the Underwriting Laws. Notwithstanding any other provision of this Consent Decree, it is expressly agreed and understood that if this Consent Decree is breached by the Bureau, or is invalidated or modified to WVRM's prejudice by the Commission or by any court, then the provisions of the immediately-preceding sentence shall be of no force or effect whatever, and WVRM shall not, by virtue of that sentence or any other provision of this Consent Decree, be deemed to have made any admission concerning any announcements broadcast on the Station.

11. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between them concerning the Bureau's Investigation of the matters discussed in paragraph 3, above.

12. In consideration of the Bureau's termination of its Investigation into these matters, WVRM agrees to the terms set forth herein.

13. WVRM will make a voluntary contribution to the United States Treasury in the amount of Ten Thousand Dollars (\$10,000), payable in installments in accordance with the schedule set forth on Table I, attached, which is incorporated herein and forms a part of this Consent Decree. WVRM will make each installment of this contribution on a timely basis without further protest or recourse, by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the Acct. No. and FRN referenced above. Payment by check or money order may be mailed to Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482. Payment by overnight mail may be sent to Bank One/LB 73482, 525 West Monroe, 8th Floor Mailroom, Chicago, Illinois 60661. Payment by wire transfer may be made to ABA Number 071000013, receiving bank Bank One, and account number 1165259.

14. As a further condition to this agreement, WVRM will institute and follow the terms of the Compliance Plan identified in the Attachment to this Consent Decree within thirty (30) days of the Effective Date.

15. WVRM 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 WVRM fails to satisfy any condition, in the absence of Commission alteration of the condition, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, designation of the matter for hearing, letters of admonishment, or forfeitures.

16. WVRM waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order, provided the Order adopts the Consent Decree without change, addition or modification.

17. WVRM agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

18. If any Party (or the United States on behalf of the FCC) brings a judicial action to enforce the terms of the Order, neither WVRM nor the FCC shall contest the continuing validity of the Consent Decree or Order. WVRM and the Commission further agree that they will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and that they will consent to a judgment incorporating the terms of this Consent Decree.

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

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

ENFORCEMENT BUREAU
FEDERAL COMMUNICATIONS COMMISSION

David H. Solomon, Chief

Date

WVRM, INC.

Jaspal Suri, Chief Executive Officer and President

Date

Compliance Plan

To ensure Station WCNJ(FM)'s full compliance with the Commission's underwriting laws, WVRM will do the following:

1. WVRM has established and will maintain a multi-level review procedure for underwriting content to be aired on station WCNJ(FM), Hazlet, New Jersey. All scripts of announcements will be reviewed, prior to broadcast, for compliance with FCC underwriting rules and regulations by: (i) General Manager; (ii) President; (iii) an outside consultant familiar with the Underwriting Laws; and (iv) if there is uncertainty as to the legality of such announcement, then outside communications counsel.
2. WVRM has conducted and will conduct training on acceptable underwriting content for all station management and staff responsible for underwriting content. To augment this training, an outside consultant has conducted an on-site training session for the foregoing station's staff and management with respect to practical application of the underwriting content standards and guidelines. Outside counsel, or other comparable professionals, will conduct a second on-site workshop in 2005. the station will videotape this workshop and use it as refresher training for staff and management at least once every twelve (12) months, include it as a mandatory part of underwriting sales executive training, and use it to train any new station employees involved in underwriting promptly after they commence their duties.
3. WVRM has also implemented and will maintain a plan to proactively educate prospective underwriting clients about appropriate underwriting content. To that end, underwriting account executives are and will be required to provide an overview of underwriting announcement guidelines to prospective clients before contracts are accepted.
4. To oversee operations and maintain the appropriate management and control of the station, WVRM will continue to maintain a minimum of the following level of management personnel at the Station, which is primarily operated by volunteers. Currently, WVRM maintains the following full-time paid station staff: Chief Executive Officer and President, and a General Manager.

Table I
Payment Schedule

Date	Amount
March 14, 2005	\$2,000
April 14, 2005	\$1,000
May 13, 2005	\$1,000
June 14, 2005	\$1,000
July 14, 2005	\$1,000
August 15, 2005	\$1,000
September 14, 2005	\$1,000
October 14, 2005	\$1,000
November 14, 2005	\$1,000