

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

In the Matter of
Maverick Media of Rockford License LLC
Licensee of Stations WNTA(AM), Rockford,
Illinois, and FM Translator W263BJ, Loves Park,
Illinois
File Nos.: EB-IHD-14-00013829,
EB-10-IH-3870
NAL/Acct. No.: 201432080031
FRN: 0012975660
Facility ID Nos.: 671 and 155295

ORDER

Adopted: April 24, 2014

Released: April 25, 2014

By the Acting Chief, Enforcement Bureau:

1. In this Order and Consent Decree, we settle allegations that radio station WNTA(AM) and FM Translator W263BJ violated the sponsorship identification laws. The sponsorship identification laws require broadcasters to air announcements that identify when they are being paid to broadcast material and who is paying them. These laws are based on the principle that listeners and viewers have the right to know who is trying to persuade them. In this case, the Commission received and investigated a complaint that the stations violated the sponsorship identification laws by broadcasting "Stateline Showcase," a regularly scheduled daily talk show, without disclosing that the "guests" on the show had paid the station to appear and promote their products and services. Maverick Media of Rockford License LLC (Maverick Rockford or Licensee), licensee of WNTA(AM) and FM Translator W263BJ, admits that its broadcasts violated the sponsorship identification laws. Maverick Rockford is selling the stations to Mid-Way Radio, Inc. (Mid-Way Radio). Maverick Rockford will pay \$185,000 to resolve the allegations, and Mid-Way Radio agreed to implement a three-year compliance plan. If the stations are not sold, Maverick Rockford will implement the compliance plan.

2. In this Order, we adopt the attached Consent Decree entered into by the Enforcement Bureau (Bureau), Maverick Rockford, licensee of the above-captioned stations (Stations), and Mid-Way Radio, proposed assignee of the Stations. The Consent Decree resolves and terminates the Bureau's investigation into Maverick Rockford's violations of Section 317 of the Communications Act of 1934 (Act), as amended, and Section 73.1212 of the Commission's rules¹ (Rules) pertaining to sponsorship identification.

3. The Bureau, Maverick Rockford, and Mid-Way Radio have negotiated a Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated herein by reference.

4. Maverick Rockford and Mid-Way Radio have filed applications seeking Commission consent for the assignment of the licenses held by Maverick Rockford to Mid-Way Radio.² Mid-Way

¹ 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

² Applications for Consent to Assignment of Broadcast Station License (FCC Form 314), File Nos. BAL-20130426AAI, BALFT-20130426AAM (Apr. 26, 2013).

Radio has agreed to accept and comply with the terms of the attached Consent Decree, including the implementation of a three-year compliance plan.

5. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

6. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Maverick Rockford possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

7. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Act,³ and Sections 0.111 and 0.311 of the Rules,⁴ the Consent Decree attached to this Order **IS ADOPTED**.

8. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

9. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against the Stations and/or Maverick Rockford related to the above-captioned investigation that are currently pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

10. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by First Class U.S. Mail and Certified Mail, to Maverick Rockford's counsel, John C. Trent, Esq., Putbren Hunsaker & Trent, P.C., 200 South Church Street, Woodstock, Virginia 22664, and to Mid-Way Radio's counsel, David D. Oxenford, Esq., Wilkinson Barker Knauer, LLP, 2300 N Street, N.W., Suite 700, Washington, D.C. 20037.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Acting Chief, Enforcement Bureau

³ 47 U.S.C. §§ 154(i), 154(j), 503(b).

⁴ 47 C.F.R. §§ 0.111, 0.311.

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

In the Matter of)
Maverick Media of Rockford License LLC) File Nos.: EB-IHD-14-00013829,
) EB-10-IH-3870
Licensee of Stations WNTA(AM), Rockford,)
Illinois, and FM Translator W263BJ, Loves Park,) NAL/Acct. No.: 201432080031
Illinois) FRN: 0012975660
) Facility ID Nos.: 671 and 155295
)

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC), Maverick Media of Rockford License LLC (Maverick Rockford or Licensee), and Mid-Way Radio, Inc. (Mid-Way Radio), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into Maverick Rockford’s violations of Section 317 of the Communications Act of 1934, as amended (Act), and Section 73.1212 of the Commission’s rules¹ (Rules) pertaining to sponsorship identification.

I. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq.
(b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Assignment Applications” means the Applications for Consent to Assignment of the Licenses of Stations WNTA(AM), Rockford, Illinois, and FM Translator W263BJ, Loves Park, Illinois, filed with the Commission on April 26, 2013, File Nos. BAL-20130426AAI, BALFT-20130426AAM.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which each Commission licensee, including Maverick Rockford and Mid-Way Radio, is subject by virtue of it being a Commission licensee, including but not limited to Section 317 of the Act and Section 73.1212 of the Rules.²

¹ 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

² Id.

- (g) “Complaint” means the third-party Complaint received by, or in the possession of, the Bureau and alleging violation of Section 317 of the Act and/or Section 73.1212 of the Rules,³ as described in this Consent Decree at paragraph 4.
- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
- (i) “Consideration” means anything of value, including but not limited to, cash, checks, salaries, fees, commissions, loans, management fees, consulting fees, honoraria, per diem allowances, payments of third-party invoices, travel and/or hotel expenses, meals, gifts, bonuses, services, purchases of, or promises to purchase, advertising time, and/or any other things of value, from any source, or given by third parties, to another.
- (j) “Consummation Date” means the date on which Maverick Rockford and Mid-Way Radio consummate the transaction underlying the grant of the Assignment Applications.
- (k) “Covered Employees” means all employees and agents of Maverick Rockford and/or Mid-Way Radio who perform, or supervise, oversee, and/or manage the performance of, duties that relate to Maverick Rockford’s and/or Mid-Way Radio’s responsibilities under the Sponsorship Identification Laws, including those employees and agents who serve as on-air talent and/or materially participate in the on-air broadcast of program material and/or in the making of programming decisions, as well as their supervisory employees and agents.
- (l) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (m) “Investigation” means the investigation commenced by the Bureau’s July 26, 2013, Letter of Inquiry regarding whether Maverick Rockford violated the Sponsorship Identification Laws.
- (n) “Maverick Rockford” or “Licensee” means Maverick Media of Rockford License LLC, including all of its subsidiaries and affiliates, its predecessors-in-interest, and its successors-in-interest.
- (o) “Mid-Way Radio” means Mid-Way Radio, Inc., including all of its subsidiaries and its successors-in-interest.
- (p) “Non-Consummation Date” means the date on which a Non-Consummation Event occurs.
- (q) “Non-Consummation Event” means any of the following events: (1) the Licensee notifies the Commission that it does not intend to consummate the assignment of the Stations’ licenses to Mid-Way Radio, as proposed in the Assignment Applications; (2) the Commission’s consent to assign the Stations’ licenses to Mid-Way Radio lapses or expires prior to the parties’ consummation of the assignments; or (3) the Assignment Applications are dismissed or denied by the Commission.
- (r) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Mid-Way Radio and/or Maverick Rockford to implement the Compliance Plan.
- (s) “Parties” means Maverick Rockford, Mid-Way Radio, and the Bureau, each of which is a “Party.”

³ *Id.*

- (t) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (u) “Sponsored Broadcast” is a matter transmitted by a broadcast station that is aired in exchange for Consideration that is “directly or indirectly paid, or promised to or charged or accepted by, the station so broadcasting,” including, but not limited to the types of broadcasts covered by Section 73.1212(f) of the Rules.⁴
- (v) “Sponsorship Identification Laws” means, individually or collectively, Section 317 of the Act and Section 73.1212 of the Rules,⁵ and the decisions and orders of the Commission interpreting these provisions.
- (w) “Stations” means Station WNTA (AM) Rockford, Illinois (Facility ID 671) and FM Translator W263BJ, Loves Park, Illinois (Facility ID 155295), each of which is a “Station.”

II. BACKGROUND

3. The Sponsorship Identification Laws establish the general obligation of a broadcast station to air sponsorship identification announcements whenever any “money, service or other valuable consideration” is paid or promised to the station for the broadcast of program material.⁶ The Commission has noted that the Sponsorship Identification Laws are “grounded in the principle that listeners and viewers are entitled to know who seeks to persuade them.”⁷ The disclosures required by the sponsorship identification rules provide listeners and viewers with information concerning the source of material in order to prevent misleading or deceiving those listeners and viewers.⁸ The Commission has warned that it would take enforcement action against broadcast stations and cable operators that did not comply with these disclosure requirements.⁹

4. The Bureau received a Complaint, which alleged that Station WNTA(AM) aired “Stateline Showcase,” a program promoted as a regularly scheduled daily talk show, in exchange for money or other valuable consideration, without disclosing through required sponsorship announcements that the “guests” featured on the show paid the Licensee to appear and promote their products and services.¹⁰

5. On April 26, 2013, Maverick Rockford filed the Assignment Applications, proposing to assign the Stations’ licenses to Mid-Way Radio.¹¹ Mid-Way Radio has been operating the Stations under

⁴ 47 C.F.R. § 73.1212(f). See 47 U.S.C. § 317.

⁵ See *supra* note 1.

⁶ See 47 U.S.C. § 317(a)(1); 47 C.F.R. § 73.1212(a).

⁷ *Commission Reminds Broadcast Licensees, Cable Operators and Others of Requirements Applicable to Video News Releases and Seeks Comment on the Use of Video News Releases by Broadcast Licensees and Cable Operators*, Public Notice, 20 FCC Rcd 8593, 8593–94 (2005) (2005 Public Notice).

⁸ See *Sonshine Family Television, Inc.*, Notice of Apparent Liability for Forfeiture, 22 FCC Rcd 18686, 18694, para. 15 (2007), *aff’d with reduced forfeiture*, Forfeiture Order, 24 FCC Rcd 14830, 14834, para. 12 (2009) (forfeiture reduced, based on licensee’s history of compliance) (forfeiture paid).

⁹ See, e.g., 2005 Public Notice at 8593.

¹⁰ See Complaint, FCC Form 2000E, No. 10-C00233146-1 (July 21, 2010) (on file in EB-10-IH-3870 and EB-IHD-14-00013829).

¹¹ See Assignment Applications.

a time brokerage agreement since May 2, 2013.¹² Maverick Rockford will no longer be a broadcast licensee upon grant and consummation of the transaction proposed in the Assignment Applications.¹³

6. On July 26, 2013, the Bureau issued a Letter of Inquiry (LOI) to Maverick Rockford regarding the issues raised in the Complaint.¹⁴ In its LOI Responses, Maverick Rockford confirms that it promoted the program, “Stateline Showcase,” to the Stations’ listeners as a regularly scheduled daily talk show, and that the show’s guests paid the station to sponsor the show.¹⁵ Maverick Rockford acknowledges the applicability of the Commission’s Sponsorship Identification Laws to “Stateline Showcase.”¹⁶ Maverick Rockford also states that it has discontinued airing “Stateline Showcase.”¹⁷ Based on the record, the Bureau contends that Maverick Rockford failed to air sponsorship announcements required by the Sponsorship Identification Laws for “Stateline Showcase” broadcasts.

7. **Adopting Order.** 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 the Adopting Order.

8. **Jurisdiction.** Maverick Rockford and Mid-Way Radio agree that the Bureau has jurisdiction over them and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

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

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Maverick Rockford and Mid-Way Radio agree to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the

¹² See Assignment Applications at Attachment 5, Time Brokerage Agreement.

¹³ Declaration of Gary S. Rozynek, President and CEO, Maverick Media of Rockford License LLC (Mar. 18, 2014) (on file in EB-10-IH-3870 and EB-IHD-14-00013829) (2014 Rozynek Declaration).

¹⁴ See Letter from Kenneth M. Scheibel, Jr., Assistant Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Maverick Media of Rockford License LLC (July 26, 2013) (on file in EB-10-IH-3870 and EB-IHD-14-00013829).

¹⁵ Maverick Rockford filed a response to the LOI prior to the date that the full LOI response was due. See Letter from John C. Trent, Esquire, Putbrese Hunsaker & Trent, P.C., Counsel to Maverick Media of Rockford License LLC, to Marlene H. Dortch, Secretary, Federal Communications Commission, at 1–2 (Aug. 9, 2013) (on file in EB-10-IH-3870 and EB-IHD-14-00013829) (August 2013 LOI Response). Maverick Rockford later supplemented the August 2013 LOI Response. See Letter from John C. Trent, Esquire, Putbrese Hunsaker & Trent, P.C., Counsel to Maverick Media of Rockford License LLC, to Marlene H. Dortch, Secretary, Federal Communications Commission (Oct. 30, 2013) (on file in EB-10-IH-3870 and EB-IHD-14-00013829) (October 2013 LOI Response); see also E-mail from John C. Trent, Counsel to Maverick Media of Rockford License LLC, to Melanie Godschall, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau (Feb. 12, 2014, 14:04 EDT) (on file in EB-10-IH-3870 and EB-IHD-14-00013829) (stating that “Stateline Showcase” was aired on Maverick Rockford’s FM Translator beginning on November 11, 2011).

¹⁶ See August 2013 LOI Response at 1–2; October 2013 LOI Response, Declarations of Gary S. Rozynek, Jerry R. Chapman, Market Manager, and Jim Stone, Operations Manager.

¹⁷ 2014 Rozynek Declaration.

Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Maverick Rockford concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Maverick Rockford with respect to Maverick Rockford's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

11. **Reporting Obligation with Respect to Assignment Applications.** Maverick Rockford and Mid-Way Radio agree to notify the Chief, Investigations and Hearings Division, Enforcement Bureau as to the Consummation Date or Non-Consummation Date. Notification of the Consummation Date must take place within ninety (90) calendar days of public notice of grant of the Assignment Application and must be sent electronically to Terry.Cavanaugh@fcc.gov, Jeffrey.Gee@fcc.gov, Anjali.Singh@fcc.gov, and Melanie.Godschall@fcc.gov. Notification of the Non-Consummation Date must take place within thirty (30) calendar days of a Non-Consummation Event and must be sent electronically to Terry.Cavanaugh@fcc.gov, Jeffrey.Gee@fcc.gov, Anjali.Singh@fcc.gov, and Melanie.Godschall@fcc.gov. Maverick Rockford further agrees, at the time of any application for a Commission license, permit, certificate, or other authorization made within thirty-six (36) months of the Effective Date, to deliver a copy of the application to the Chief, Investigations and Hearings Division, Enforcement Bureau, and notify the relevant licensing division of the Commission of this service and its duty to provide it.

12. **Compliance Plan and Reporting Obligations; Termination Date.** Within the time periods set forth in this paragraph, including its subparts, Mid-Way Radio shall appoint a Compliance Officer, develop and implement a Compliance Plan, and file periodic Compliance Reports. If a Non-Consummation Event occurs, Maverick Rockford shall appoint a Compliance Officer, develop and implement a Compliance Plan, and file periodic Compliance Reports within the time periods set forth in this paragraph, including its subparts such that Maverick Rockford shall be substituted in this paragraph and its subparts for Mid-Way Radio and Non-Consummation Date shall be substituted in this paragraph and its subparts for Consummation Date. In addition, if Maverick Rockford is granted another FCC license for a broadcast station within thirty-six (36) months of the Consummation Date, then Maverick Rockford shall appoint a Compliance Officer, develop and implement a Compliance Plan, and file periodic Compliance Reports within the time periods set forth in this paragraph, including its subparts, such that both Maverick Rockford and Mid-Way Radio shall be subject to the requirements set forth in this paragraph. Unless stated otherwise, the requirements set forth in this paragraph shall expire thirty-six (36) months after the Consummation Date or Non-Consummation Date.

- A. **Compliance Officer.** Within thirty (30) calendar days after the Consummation Date, Mid-Way Radio shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Mid-Way Radio complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Sponsorship Identification Laws prior to assuming his/her duties and shall commit to enforcing high standards with respect to the Sponsorship Identification Laws to avoid violations.
- B. **Compliance Plan.** Mid-Way Radio agrees that it shall, within sixty (60) calendar days of the Consummation Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Sponsorship Identification Laws, Mid-Way Radio shall implement the following procedures:

1. **Operating Procedures.** Within sixty (60) calendar days after the Consummation Date, Mid-Way Radio shall establish Operating Procedures that all Covered Employees must follow to help ensure Mid-Way Radio's compliance with the Sponsorship Identification Laws. Mid-Way Radio's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Mid-Way Radio discloses the sponsorship status and the sponsor of broadcasts that are aired in exchange for valuable Consideration or otherwise require sponsorship identification, consistent with Section 317 of the Act and Section 73.1212 of the Rules. Mid-Way Radio also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Sponsorship Identification Laws. At a minimum, the Compliance Checklist shall require a multi-level review of Sponsored Broadcasts that air over the Station. All scripts of Sponsored Broadcasts shall be reviewed prior to broadcast for compliance with the Sponsorship Identification Laws by at least two station employees, one of whom shall be a management-level employee.
2. **Compliance Manual.** Within sixty (60) calendar days after the Consummation Date, the Compliance Officer (with assistance of counsel as appropriate) shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Sponsorship Identification Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure Mid-Way Radio's compliance with the Communications Laws. Mid-Way Radio shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Mid-Way Radio shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
3. **Compliance Training Program.** Mid-Way Radio shall establish and implement a Compliance Training Program on compliance with the Sponsorship Identification Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Mid-Way Radio's obligation to report any noncompliance with the Sponsorship Identification Laws under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Consummation Date. Any person who becomes a Covered Employee at any time after the initial Compliance Training Program is conducted shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Mid-Way Radio shall repeat the compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.
 - (i) **Hotline.** The Compliance Officer shall maintain a hotline for employees to call the Compliance Officer to obtain advice on compliance with the Compliance Plan and report violations of the Compliance Plan.
 - (ii) **Contractual Agreements.** Mid-Way Radio will ensure that all contractual agreements with respect to Covered Employees shall include a contractual clause requiring compliance with the Sponsorship Identification Laws.
 - (iii) **Commitment to High Standards for the Identification of Program**

Sponsors and the Airing of Sponsored Content. Mid-Way Radio commits to enforcing high standards with respect to the Sponsorship Identification Laws to avoid violations.

4. **Sponsor Education.** Mid-Way Radio will also implement and maintain a plan to educate prospective sponsors about appropriate sponsorship content and how it incorporates such sponsorship content in the messages that it prepares for the sponsor's approval and eventual broadcast. To that end, Mid-Way Radio will summarize the Sponsorship Identification Laws for each client prior to accepting any contract to air messages and/or programming over the Stations and preparing the message and/or programming for the sponsor's review. Mid-Way Radio will not broadcast any message, announcement, or programming that does not comply with the Sponsorship Identification Laws.
5. **Annual Report.** The Compliance Officer shall submit reports to Mid-Way Radio's Board of Directors concerning Mid-Way Radio's compliance with this Compliance Plan. The first such report shall be submitted within sixty (60) days of the Consummation Date and additional reports shall be submitted at least annually thereafter.
6. **Compliance Reports.** Mid-Way Radio shall file Compliance Reports with the Commission ninety (90) calendar days after the Consummation Date, twelve (12) months after the Consummation Date, twenty-four (24) months after the Consummation Date, and thirty-six (36) months after the Consummation Date.
 - (i) Each Compliance Report shall include a detailed description of Mid-Way Radio's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Sponsorship Identification Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Mid-Way Radio, stating that the Compliance Officer has personal knowledge that Mid-Way Radio: (a) has established and implemented the Compliance Plan; (b) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (c) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 13.
 - (ii) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules¹⁸ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
 - (iii) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Mid-Way Radio, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (a) each instance of noncompliance; (b) the steps that Mid-Way Radio has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial action will

¹⁸ 47 C.F.R. § 1.16.

be taken; and (c) the steps that Mid-Way Radio has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

- (iv) All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Anjali Singh at Anjali.Singh@fcc.gov, and Melanie Godschall at Melanie.Godschall@fcc.gov.

13. **Reporting Noncompliance.** Maverick Rockford and/or Mid-Way Radio shall report any noncompliance with the Sponsorship Identification Laws at the Stations, and with the terms and conditions of this Consent Decree, within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Maverick Rockford and/or Mid-Way Radio have taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Maverick Rockford and/or Mid-Way Radio have taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Anjali Singh at Anjali.Singh@fcc.gov, and Melanie Godschall at Melanie.Godschall@fcc.gov.

14. **FCC Enforcement Actions.** If, as a result of a possible future violation of the Sponsorship Identification Laws at one of the Stations, Maverick Rockford and/or Mid-Way Radio receive a Notice of Apparent Liability or similar Bureau document proposing a forfeiture, or contemplating license non-renewal or revocation, Maverick Rockford and/or Mid-Way Radio shall:

- A. suspend each employee accused of violating the Sponsorship Identification Laws and undertake an investigation of each such incident;
- B. require that each such employee receive remedial training on the Sponsorship Identification Laws and the Compliance Plan and successfully demonstrate to the Compliance Officer and Station management that he or she understands such regulations and policies before allowing such employee to resume his or her duties; and
- C. take disciplinary action, up to and including termination, against each employee who is materially involved in the violation of the Sponsorship Identification Laws, if such violation results in a final adjudication by the Commission that Maverick Rockford and/or Mid-Way Radio violated the Sponsorship Identification Laws.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13–14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Section 73.1212 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 73.1212 of the Rules against Maverick Rockford, or its affiliates for alleged violations of the Sponsorship Identification Laws, the Act, the Rules, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Maverick Rockford or Mid-Way Radio with the Communications Laws.

17. **Voluntary Contribution.** Maverick Rockford provided evidence of financial hardship, and agrees that it will make a voluntary contribution to the United States Treasury in the amount of one hundred eighty-five thousand dollars (\$185,000) within thirty (30) calendar days after the Effective Date.¹⁹ Maverick Rockford shall also send electronic notification of payment to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Anjali Singh at Anjali.Singh@fcc.gov, and to Melanie Godschall at Melanie.Godschall@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.²⁰ When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions you should follow based on the form of payment you select:²¹

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

18. **Waivers.** Maverick Rockford and Mid-Way Radio waive any and all rights they may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. Maverick Rockford and Mid-Way Radio shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If any Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Maverick Rockford, Mid-Way Radio nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Maverick Rockford shall waive any statutory right to a trial *de novo*. Maverick Rockford hereby agrees to waive any claims it may 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 addressed in this Consent Decree.

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

¹⁹ See 2014 Rozynek Declaration.

²⁰ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

²¹ If Maverick Rockford has questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone at 1-877-480-3201, or by e-mail at ARINQUIRIES@fcc.gov.

20. **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 Maverick Rockford and/or Mid-way Radio do not expressly consent) that provision will be superseded by such Rule or Commission order.

21. **Successors and Assigns.** Maverick Rockford and Mid-Way Radio agree that the provisions of this Consent Decree shall be binding on their successors, assigns, and transferees.

22. **Admission of Liability.** Maverick Rockford admits, in express reliance on the provisions of paragraph 10 herein, that its actions with respect to the broadcast of the program material referenced in paragraphs 4 and 6 of this Consent Decree violated the Commission's Sponsorship Identification Laws.

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

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

25. **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.

26. **Authorized Representative.** Each Party represents and warrants to the other Parties 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.

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

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Acting Chief, Enforcement Bureau

Date

MAVERICK MEDIA OF ROCKFORD LICENSE LLC

Gary S. Rozynek
President & CEO
Maverick Media of Rockford License LLC

Date

MID-WAY RADIO, INC.

Thomas A. Walker
President
Mid-Way Radio, Inc.

Date