

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

In the Matter of)	
)	File No.: EB-IHD-15-00018252
iHeartCommunications, Inc.)	Acct. No.: 201532080011
)	FRN: 0005780325

ORDER

Adopted: May 19, 2015

Released: May 19, 2015

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into the circumstances surrounding how iHeartCommunications, Inc. (iHeart) transmitted Emergency Alert System (EAS) tones during the October 24, 2014 episode of *The Bobby Bones Show*, in the absence of an actual emergency or authorized test of the EAS.

2. The EAS is the national public warning system that requires broadcasters, cable television operators, wireline video service providers, satellite digital audio radio service providers, and direct broadcast satellite providers to supply the communications capability to the President of the United States to address the American public during a national emergency. Federal, state, and local authorities may also use the EAS to deliver emergency information, such as AMBER alerts and weather information targeted to specific areas. To preserve the unique purpose of the EAS tones, the Commission enforces laws prohibiting the use of the distinctive alert tones, or simulations of them, except in actual emergencies or authorized tests of the EAS. The sounds made by EAS tones are well-known warning signals to the public. However, unauthorized use of actual or simulated EAS tones risks desensitizing the public to the tones' association with life-saving information, and such "Cry Wolf" mimicking of EAS tones present a real threat to public safety.

3. iHeart owns and operates 859 radio stations in more than 150 markets in the United States. iHeart also owns Premiere Networks, a distributor of syndicated radio programming, including *The Bobby Bones Show*, which is carried by 82 country music radio stations nationwide. During the October 24, 2014 episode of *The Bobby Bones Show*, iHeart inserted into the program an audio clip containing EAS tones, including Emergency Alert Notification (EAN) codes that aired during the first nationwide test of the EAS on November 9, 2011. The transmission of those EAN codes, in turn, engaged the EAS equipment of certain other EAS participants, ultimately causing a multi-state activation of the EAS. As a result, iHeart transmitted or caused the transmission of EAS tones in violation of statutory and regulatory prohibitions against such transmissions in the absence of an emergency or test of the system. To settle this matter, iHeart admits that it misused the EAS tones, will implement a compliance plan, and will pay a \$1,000,000 civil penalty.

4. 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 referenced investigation into iHeart's misuse of EAS tones during the October 24, 2014 episode of *The*

Bobby Bones Show, in violation of Section 325(a) of the Communications Act, as amended (Act)¹, and Section 11.45 of the Commission's rules (Rules).²

5. 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 iHeart possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

6. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act,³ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁴ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

7. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

8. **IT IS FURTHER ORDERED** that any third-party complaints and allegations regarding iHeart's October 24, 2014 retransmission of the November 9, 2011 Emergency Alert Notification and EAS tones that are currently pending before the Bureau **ARE DISMISSED**.

9. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Robert H. Walls, Jr., Executive Vice President, General Counsel and Secretary, iHeartCommunications, Inc., 200 East Basse Road, San Antonio, TX 78209 and iHeart's lawyers, Richard J. Bodorff, Esq., and Ari Meltzer, Esq., Wiley Rein LLP, 1776 K Street NW, Washington, DC 20006.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief, Enforcement Bureau

¹ 47 U.S.C. § 325(a).

² 47 C.F.R. § 11.45.

³ 47 U.S.C. § 154(i).

⁴ 47 C.F.R. §§ 0.111, 0.311.

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and iHeartCommunications, Inc., (iHeart) by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether iHeart violated Section 325(a) of the Communications Act of 1934, as amended, and Section 11.45 of the Commission’s rules pertaining to misuse of the EAS tones by transmitting EAS codes and Attention Signal that contained an Emergency Action Notification event code during the October 24, 2014, episode of *The Bobby Bones Show*.

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.¹
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (e) “Communications Laws” means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which iHeart is subject by virtue of its business activities, including but not limited to the EAS Laws.
 - (f) “Compliance Officer” means the individual designated in paragraph 11 of this Consent Decree as the person responsible for administration of the Compliance Plan.
 - (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
 - (h) “Covered Employees” means all employees and agents of iHeart who, foreseeably, materially perform, supervise, oversee, or manage duties that relate to iHeart’s responsibilities as a radio licensee under the EAS Laws.
 - (i) “EAN” means an Emergency Action Notification and, as described in Section 11.2(a) of the Rules, is the notice transmitted to all EAS Participants and to the general public alerting them that the EAS has been activated for a national emergency. Activation of the EAS for a Presidential message, which is identified

¹ 47 U.S.C. § 151 *et seq.*

by an “EAN Event code,” must take (and on modern EAS equipment, automatically does take) priority over any other programming.

- (j) “EAS” means the Emergency Alert System.
- (k) “EAS Laws” means the rules and regulations embodied in Section 325(a) of the Act, Section 11 of the Rules, and the published and promulgated orders and decisions of the Commission regarding the misuse of EAS Tones.
- (l) “EAS Participants” means broadcast stations, cable systems, wireline video systems, wireless cable systems, Direct Broadcast Satellite Services, and Satellite Digital Audio Radio Services as among the entities required to comply with the Commission’s EAS Rules.
- (m) “EAS Tones” means any part of the four-part message used to activate an emergency alert, specifically: the Preamble and EAS Header Codes; Audio Attention Signal; message; and, Preamble and EAS End Of Message (EOM) Codes, as defined in Section 11.31 of the Rules, as well as any simulations thereof.
- (n) “Effective Date” means the date by which both the Bureau and iHeart have signed the Consent Decree.
- (o) “iHeart” means iHeartCommunications, Inc., and all subsidiaries, predecessors-in-interest, and successors-in-interest to the extent they hold FCC authorizations to operate radio stations.
- (p) “Investigation” means the Bureau’s investigation in case EB-IHD-15-00018252 regarding whether iHeart violated the EAS Laws.
- (q) “Operating Procedures” means the standard internal operating procedures and compliance policies established by iHeart to implement the Compliance Plan.
- (r) “Parties” means iHeart and the Bureau, each of which is a “Party.”
- (s) “Playback Systems” means the systems utilized by iHeart for digital storage and playback of pre-recorded audio content (which currently include NexGen and Zetta).
- (t) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. Pursuant to Section 325(a) of the Act, no person within the jurisdiction of the United States shall knowingly utter or transmit any false signals of distress.² Additionally, Section 11.45 of the Rules prohibits the transmission of false or deceptive “EAS codes or Attention Signal[s], or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local Area emergency or authorized test of the EAS.”³

4. The purpose of the EAS is to provide timely and accurate alerts and warnings so that members of the public may act quickly to protect themselves and their families.⁴ Emergency alerts

² 47 U.S.C. § 325(a).

³ 47 C.F.R. § 11.45.

⁴ See 47 C.F.R. § 11.1. The Commission was established for purposes of, among other things, the national defense and the promotion of safety of life and property through the regulation of wire and radio communications networks. See Section 1 of the Communications Act of 1934 (as amended), 47 U.S.C. § 151; see also *Review of the Emergency Alert System; Independent Spanish Broadcasters Association, the Office of Communication of the United Church of*

containing an EAN Event code are designed to be automatically received and retransmitted by EAS Participants, and transmission of an EAN Event code will automatically interrupt programming to enable the President of the United States to alert the public of a national emergency. On November 9, 2011, the FCC and Federal Emergency Management Agency (FEMA) conducted the first nationwide test of the EAS. This test emergency alert contained an EAN Event code.

5. iHeart, formerly Clear Channel Communications, Inc., is the parent company of Premiere Networks. Premiere Networks distributes the syndicated radio program *The Bobby Bones Show*. At approximately 8:28 a.m. on October 24, 2014, host Bobby Bones aired commentary on the interruption of the broadcast of a critical moment of Game 2 of the 2014 World Series by a Washington, DC, cable system's required monthly EAS test.⁵ The program segment included an audio recording, not of the EAS test under discussion, but the EAN Event code that had been used in the November 9, 2011, nationwide test of the EAS.⁶ In addition to causing the transmission of a false emergency alert over the stations broadcasting *The Bobby Bones Show*, the transmission of the EAN Event code affected "downstream" EAS Participants. In particular, certain EAS Participants with EAS equipment that did not use a "strict time" setting failed to recognize that the EAN Event code, which included the date codes for November 9 (2011), did not correspond with the then-current date (October 24, 2014). Consequently, certain EAS Participants responded as though they had received an actual, real-time EAN message, which they then retransmitted to other EAS Participants, thereby setting off a multi-state cascade of false EAS alerts. After detecting that a problem had occurred, iHeart took steps both internal and external to its organization to prevent further retransmission of the EAN Event code.⁷

III. TERMS OF AGREEMENT

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

7. **Jurisdiction.** iHeart agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

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

9. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate its Investigation. In consideration for the termination of the Investigation, iHeart agrees to the terms, conditions, and procedures contained herein. The Bureau further 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 new proceeding, formal or informal, or take any action on its own motion against iHeart 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

Christ, Inc., and the Minority Media and Telecommunications Council, Petition for Immediate Relief, EB Docket No. 04-296, Fifth Report and Order, 27 FCC Rcd 642, 643-44, para. 2 (2012) (stating that modernizing the EAS is necessary and consistent with the Commission's statutory goals).

⁵ Letter from Robert H. Walls, Jr., Esq., Executive Vice President, General Counsel and Secretary, iHeartCommunications, Inc., to Eloise Gore, Associate Chief, FCC Enforcement Bureau (Nov. 24, 2014) (on file in EB-IHD-15-00018252) (Letter). iHeart voluntarily filed this Letter, pursuant to Section 0.111(a)(19) of the Rules, to disclose to the Commission the events surrounding iHeart's transmission of the November 2011 EAN. See 47 C.F.R. § 0.111(a)(19).

⁶ See Letter at 1-2, 7.

⁷ See *id.* at 2, 7-11.

the facts developed in the Investigation through the Effective Date, or use 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 iHeart with respect to its basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

10. **Admission of Liability.** iHeart admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that its actions with respect to the broadcast of EAS Tones during the October 24, 2014, episode of *The Bobby Bones Show* violated the Commission's EAS Laws.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, iHeart shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a 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 iHeart 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 or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the EAS Laws prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, iHeart agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a companywide Compliance Plan designed to ensure future compliance with the EAS Laws and with the terms and conditions of this Consent Decree. With respect to the EAS Laws, iHeart will implement, at a minimum, the following procedures:

- (a) **Operating Procedures for Compliance with the EAS Laws.** Within thirty (30) calendar days after the Effective Date, iHeart shall establish Operating Procedures that all Covered Employees must follow to help ensure iHeart's compliance with the EAS Laws. iHeart's Operating Procedures shall include internal procedures and policies specifically designed to ensure that iHeart does not broadcast the EAS Tones absent an emergency or authorized EAS test, and will ensure, among other things, that: (i) no later than August 1, 2015, all iHeart EAS encoder/decoder equipment is set to a strict-time function setting; and (ii) iHeart will make reasonable best efforts to permanently remove all simulated or actual EAS Tones from iHeart's Playback Systems. iHeart also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the EAS Laws regarding broadcast of the EAS Tones, including securing iHeart EAS systems from misuse. In developing its Operating Procedures and Compliance Checklist, iHeart shall consider what actions, systems, and plans are necessary or useful to identify risks to such EAS systems, protect such systems from misuse, and detect, respond to, and recover from any instances of misuse.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the EAS Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure iHeart's compliance with the EAS Laws. iHeart shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. iHeart shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** iHeart shall establish and implement a Compliance Training Program on compliance with the EAS Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of iHeart's obligation to report any noncompliance with the EAS 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 sixty (60) calendar days after the Effective Date, except that: (i) any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee; and (ii) any Covered Employee who is on leave during the applicable training period shall be trained within (30) calendar days after the date such person returns from leave. iHeart shall conduct 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.

13. **Reporting Noncompliance.** iHeart shall report any instance of noncompliance with the EAS Laws, or with the terms and conditions of this Consent Decree, by any iHeart radio station, within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that iHeart has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that iHeart has 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, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, David N. Roberts at David.Roberts@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov.

14. **Compliance Reports.** iHeart shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of iHeart's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the EAS Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of iHeart, stating that the Compliance Officer has personal knowledge (obtained directly or through others) that iHeart: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) 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 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.⁸
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of iHeart, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that iHeart has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial action will be taken; and (iii) the steps that iHeart has taken or will take to prevent the recurrence

⁸ 47 C.F.R. § 1.16.

of any such noncompliance, including the schedule on which such preventive action will be taken.

- (d) All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, David N. Roberts at David.Roberts@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Civil Penalty.** iHeart will pay a civil penalty to the United States Treasury in the amount of one million dollars (\$1,000,000). Such payment shall be made in three installments (each an Installment Payment). The first Installment Payment in the amount of five hundred thousand dollars (\$500,000) is due within thirty (30) calendar days of the Effective Date. Thereafter, subsequent Installment Payments of two hundred fifty thousand dollars (\$250,000) will be due on the first and second anniversary of the Effective Date. iHeart acknowledges and agrees that upon execution of this Consent Decree, the civil penalty and each Installment Payment shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).⁹ Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. iHeart shall send electronic notification of all such payments to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, David N. Roberts at David.Roberts@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov on the dates such payments are made. The payments must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.¹⁰ 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 that should be followed based on the form of payment selected:

- 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.

⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹⁰ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

17. **Event of Default.** iHeart agrees that an Event of Default shall occur upon the failure by iHeart to pay the full amount of any Installment Payment on or before the due date specified in this Consent Decree.

18. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the civil penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the civil penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by iHeart.

19. **Waivers.** As of the Effective Date, iHeart 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 Adopting Order. iHeart shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, neither iHeart nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and iHeart shall waive any statutory right to a trial *de novo*. iHeart hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹¹ relating to the matters addressed in this Consent Decree.

20. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

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

22. **Subsequent Rule or Order.** The Parties agree that if any provision of the 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 iHeart does not expressly consent), that provision will be superseded by such Rule or Order.

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

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

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

26. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

¹¹ 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

27. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

28. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Travis LeBlanc
Chief
Enforcement Bureau

Date

IHEARTCOMMUNICATIONS, INC.

Christopher M. Cain
VP & Associate General Counsel

Date