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

In re Application of	)	
	)	
Martins & Associates, Inc.	)	Facility ID No. 40502
	)	NAL/Acct. No. MB-202141410050
For Renewal of License for	)	FRN: 0010581429
Station WKVG(AM)	)	File No.: 0000118113
Jenkins, Kentucky	)	

ORDER

Adopted: September 24, 2021 **Released: September 24, 2021**

By the Chief, Audio Division, Media Bureau:

1. By this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Martins & Associates, Inc. (Licensee), licensee of Station WKVG(AM), Jenkins, Kentucky (Station). The Consent Decree resolves issues arising from the Bureau's review of the above-captioned license renewal application (Application) for the Station.[1] In particular, the Consent Decree resolves the Bureau's investigation of Licensee's compliance with sections 73.3539(a), 73.2080(f)(1), and 73.3526(b)(2)(i) of the Commission's rules (Rules),[2] regarding compliance with the requirement to timely file an application for renewal of license,[3] to submit a Broadcast Equal Employment Opportunity Program Report (EEO Program Report) with its renewal application,[4] and to upload copies of its issues and programs lists to its online public inspection file.[5]

2. The Bureau and Licensee have negotiated the attached Consent Decree in which Licensee admits that it violated sections 73.3539(a), 73.2080(f)(1), and 73.3526(b)(2)(i) of the Rules. The Consent Decree provides that Licensee shall carry out a compliance plan, file its required EEO Program Report, and make a civil penalty payment to the United States Treasury in the amount of $4,500. A copy of the Consent Decree is attached and incorporated by reference.

3. Finally, we have reviewed Licensee's Application in accordance with section 309(k) of the Communications Act of 1934, as amended,[6] and we find that the Station has served the public interest, convenience, and necessity during the subject license term. We find that nothing else in the record creates a substantial or material question of fact calling for further inquiry regarding the Application. After reviewing the terms of the Consent Decree, we find that the public interest will be served by adopting the Consent Decree, terminating the Bureau's investigation into Licensee's violations of sections 73.3539(a), 73.2080(f)(1), and 73.3526(b)(2)(i) of the Rules, and granting the Application. Grant shall be

[1] Application File No. 0000118113 (filed July 20, 2020).

[2] 47 CFR §§ 73.3539(a), 73.2080(f)(1), 73.3526(b)(2)(i).

[3] 47 CFR § 73.3539(a).

[4] 47 CFR § 73.2080(f)(1) (requiring all broadcast stations, including those that are part of an employment unit with fewer than five full-time employees, to file a Broadcast Equal Employment Opportunity Program Report on FCC Form 2100, Schedule 396 with their renewal application).

[5] 47 CFR 47 § 73.3526(b)(2)(i) (requiring that items, including issues and programs list, be uploaded to the online public inspection file hosted by the Commission).

[6] 47 U.S.C. § 309(k)(1).

conditioned upon Licensee fully and timely satisfying its obligation to pay the Civil Penalty in the manner set forth in paragraph 14 of the attached Consent Decree.

4. **ACCORDINGLY, IT IS ORDERED** that, pursuant to Section 4(i), 4 (j) and 309(k) of the Communications Act of 1934, as amended,[7] and by the authority delegated by Sections 0.61 and 0.283 of the FCC's Rules,[8] the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

5. **IT IS FURTHER ORDERED** that the application of Martins & Associates, Inc., for renewal of license for AM station WKVG, Jenkins, Kentucky, Facility ID No. 40502 (File No. 0000118113) **IS GRANTED,** as conditioned herein.

6. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters noted above **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that copies of this Order and Consent Decree **SHALL BE SENT**, by First Class and Certified Mail, Return Receipt Requested, to: Martins & Associates, Inc., P.O. Box 613, Pound, Virginia 24279, and to its counsel, Mark Denbo, Esq., Smithwick & Belendiuk, P.C., 5028 Wisconsin Avenue, N.W., Suite 301, Washington, DC 20016.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

[7] 47 U.S.C. §§ 154(i), 154(j), 309(k).

[8] 47 CFR §§ 0.61, 0.283.

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Martins & Associates, Inc.	)	Facility ID No. 40502
	)	NAL/Acct. No. MB-202141410050
For Renewal of License for	)	FRN: 0010581429
Station WKVG(AM)	)	File No.: 0000118113
Jenkins, Kentucky	)	

CONSENT DECREE

1. The Media Bureau of the Federal Communications Commission and Martins & Associates, Inc. (hereafter "Licensee," as defined below), licensee of Station WKVG(AM), Jenkins, Kentucky, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Media Bureau's investigation into the Licensee's compliance with sections 73.3539(a), 73.2080(f)(1), and 73.3526(b)(2)(i) of the Commission's rules,[9] regarding compliance with the requirement to timely file an application for renewal of license,[10] to submit a Broadcast Equal Employment Opportunity Program Report (EEO Program Report) with its renewal application,[11] and to upload copies of its issues and programs lists to its online public inspection file.[12] To resolve this matter, the Licensee agrees to implement a comprehensive Compliance Plan to ensure its future compliance with these rule sections.

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) "Application" means the pending application for renewal of license for Station WKVG(AM), Jenkins, Kentucky (File No. 0000118113).

(c) "Adopting Order" means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.

(d) "Bureau" means the Media Bureau of the Commission.

(e) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.

(f) "Compliance Plan" means the processes and procedures developed by the Licensee in an effort to ensure compliance with 47 CFR §§ 73.3539(a), 73.2080(f)(1), and 73.3526(b)(2)(i) of the Rules.

(g) "Covered Employees" means all employees and agents of the Licensee who are responsible for performing, supervising, overseeing, or managing activities related

[9] 47 CFR §§ 73.3539(a), 73.2080(f)(1), 73.3526(b)(2)(i).

[10] 47 CFR § 73.3539(a).

[11] 47 CFR § 73.2080(f)(1) (requiring all broadcast stations, including those that are part of an employment unit with fewer than five full-time employees, to file a Broadcast Equal Employment Opportunity Program Report on FCC Form 2100, Schedule 396 with their renewal application).

[12] 47 CFR 47 § 73.3526(b)(2)(i) (requiring that items be uploaded to the online public inspection file hosted by the Commission).

to the maintenance of online public inspection files, as required by the Online Public Inspection File Rule.

(h) "EEO Report Rule" means 47 CFR § 73.2080(f)(1).

(i) "Effective Date" means the date on which the Bureau releases the Adopting Order.

(j) "Filing Deadline Rule" means 47 CFR § 73.3539(a).

(k) "Investigation" means the Bureau's decision to hold and not process the Licensee 's license renewal application identified in Appendix A due to the Licensee's failure to comply with 47 CFR §§ 73.3539(a), 73.2080(f)(1), and 73.3526(b)(2)(i) of the Rules.

(l) "Licensee" means Martins & Associates, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.

(m) "Online Public Inspection File Rule" means 47 CFR § 73.3526.

(n) "Parties" means the Licensee and the Bureau, each of which is a "Party."

(o) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

(p) "Station" means Station WKVG(AM), Jenkins, Kentucky.

II. BACKGROUND

3. Section 73.3539(a) of the Rules requires that applications for renewal of license for broadcast stations must be filed "not later than the first day of the fourth full calendar month prior to the expiration date of the license sought to be renewed."[13] An application for renewal of the Station's license should have been filed by April 1, 2020, the first full business day following the first day of the fourth full calendar month prior to the Station's license expiration date of August 1, 2020.[14] The Station's Application was not filed until July 20, 2020.

4. Section 73.2080(f)(1) of the Rules requires all broadcast stations to file a Broadcast Equal Employment Opportunity Program Report (EEO Program Report) with all renewal applications.[15] Additionally, section 73.3526(b)(2)(i) of the Rules requires that quarterly issues and programs lists be uploaded to the station's online public inspection file no later than the tenth day after each quarter.[16] It is crucial that stations maintain online public inspection files that are complete and up to date because the information in them directly affects, among other things, the public's ability to be informed about a station's compliance with its obligations.

5. The Licensee owns and operates one or more radio stations licensed by the Commission. The Licensee recently filed one or more applications for renewal of radio station licenses in which it was unable to certify compliance with the EEO Report Rule which required the Station to file its EEO Program Report with its renewal application. We have determined that the Licensee failed to certify compliance because it did not submit its EEO Program Report with its Application.[17] Further, the

[13] 47 CFR § 73.3539(a).

[14] *See* 47 CFR §§ 73.1020, 73.3539(a).

[15] 47 CFR § 73.2080(f)(1). Sections 73.2526(b)(2)(i) and 73.3526(e)(7) provides that information required by section 73.2080 be kept in a station's online public inspection file. The Commission automatically places properly filed EEO Program Reports into each station's individual online public inspection file hosted by the Commission.

[16] 47 CFR § 73.3526(b)(2)(i).

[17] *See* Application, Attach., "EEO Attachment for WKVG" (stating that the Station "will be filed very soon covid 19 has everything slowed down").

Licensee incorrectly certified compliance with the Online Public Inspection File Rule during the relevant license term.[18] Specifically, the Licensee failed to place any issues and programs lists in its online public file as required by the Online Public Inspection File Rule. Based on the Licensee's failure to comply with the Filing Deadline Rule, the EEO Report Rule, and the Online Public Inspection File Rules, the Bureau commenced the Investigation and suspended processing the license renewal application(s) detailed in Appendix A.

6. The Bureau and Licensee have negotiated the terms of the Consent Decree that terminates the Investigation into the matters discussed above. As part of the Consent Decree, the Licensee has agreed to make a settlement payment of Four Thousand Five Hundred Dollars ($4,500) to the U.S. Treasury, and to implement and maintain a Compliance Plan designed to ensure its future compliance with the Rules noted above for one (1) year after the Effective Date.

III. TERMS OF AGREEMENT

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

8. **Jurisdiction**. The Licensee 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.

9. **Effective Date**. The Parties agree that this Consent Decree shall become effective on the Effective Date. 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.

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 addition, the Bureau agrees to process the Licensee's pending radio license renewal application identified in Appendix A in the ordinary course. In consideration for such, the Licensee agrees to the terms, conditions, and procedures contained herein.

11. The Bureau agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against the Licensee 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 to set for hearing the question of the Licensee's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.[19]

12. **Admission of Liability**. The Licensee admits for the purpose of this Consent Decree that it violated section 73.3539(a) of the Rules by failing to file its renewal application by April 1, 2020. The Licensee also admits that it violated section 73.2080(f)(1) of the Rules by failing to file its EEO Program Report with its Application, and section 73.3526(b)(2)(i) of the Rules by failing to timely place its issues and programs lists in its online public file.

13. Pursuant to section 503(b)(2)(E) of the Act, in exercising its forfeiture authority, the Commission may consider, among other things, "any history of prior offenses" by the licensee.[20] The Licensee acknowledges that the Commission or its delegated authority may consider the Licensee's admission of liability in this Consent Decree in proposing any future forfeiture against Licensee in the

[18] Application, AM/FM/LPFM Certification (certifying "Yes" to the Application's question regarding whether the documentation required by section 73.3526 of the Rules has been uploaded to the Station's public inspection file as and when required).

[19] *See* 47 CFR § 1.93(b).

[20] *See* 47 U.S.C. § 503(b)(2)(E).

event the Licensee is determined to have apparently committed a violation of the Act, the Rules, or of any orders of the Commission after the Effective Date, whether related to the online public inspection file and record keeping or otherwise.

14. **Civil Penalty.** Licensee agrees to pay the Civil Penalty to the United States Treasury in the amount of Four Thousand Five Hundred Dollars ($4,500). Such payment shall be made in 4 consecutive monthly installments (each an Installment Payment). The first Installment Payment in the amount of one thousand five hundred dollars ($1,500) is due within thirty (30) calendar days of the Effective Date. Thereafter, subsequent Installment Payments of one thousand dollars ($1,000) will be due sixty (60) calendar days of the Effective Date, ninety (90) calendar days of the Effective Date, and one hundred and twenty (120) calendar days of the Effective Date. Licensee 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 section 3701(b)(1) of the Debt Collection Improvement Act of 1996.[21] Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated.

15. **Payment.** Licensee shall send electronic notification of payment to Alexander.Sanjenis@fcc.gov on the date said payment of the Civil Penalty and each Installment Payment is made. Payment shall be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),[22] or by wire transfer. The Commission no longer accepts civil penalty or forfeiture payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:[23]

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be emailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN referenced above (Payor FRN).[24] For additional detail and wire transfer instructions, go to https://www.fcc.gov/licensing-databases/fees/wire-transfer.
- Payment by credit card must be made by using the Commission's Fee Filer website at https://apps.fcc.gov/FeeFiler/login.cfm. To pay by credit card, log-in using the FRN referenced above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the "Pay by Credit Card" option.
- Payment by ACH must be made by using the Commission's Fee Filer website at https://apps.fcc.gov/FeeFiler/login.cfm. To pay by ACH, log in using the FRN referenced above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Pay bills" on the Fee Filer Menu and then select the bill number associated to the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that

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

[22] Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

[23] For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

[24] Instructions for completing the form may be obtained at http://www fcc.gov/Forms/Form159/159.pdf.

financial institution that the designated account has authorization to accept ACH transactions.

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

17. **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 or any Installment Payment shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, 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 or any Installment Payment, 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 Licensee.

18. **EEO Report**. Within 30 calendar days after the Effective Date, the Licensee shall file an EEO Program Report as set forth in the EEO Report Rule.

19. **Compliance Officer**. Within 30 calendar days after the Effective Date, the Licensee shall designate a senior manager to serve as a Compliance Officer and to discharge the duties set forth below. The Compliance Officer shall report directly to the Licensee's Chief Executive Officer (or equivalent senior officer/owner) on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall have specific knowledge of the Online Public Inspection File Rule prior to assuming his/her duties. The Bureau acknowledges that the Compliance Officer, Chief Executive Officer, and/or owner may be the same individual.

20. **Compliance Plan**. For purposes of settling the matters set forth herein, the Licensee agrees that it shall, within 30 calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Online Public Inspection File Rule, and with the terms and conditions of this Consent Decree. The Compliance Plan, with the exception of the Compliance Report described below in paragraph 20(c), shall apply to all radio stations owned by the Licensee. The Compliance Plan shall contain, at a minimum, the following elements:

A. **Compliance Manual.** The Compliance Plan shall include a Compliance Manual that is distributed to all Covered Employees. The Licensee may adopt a Compliance Manual that it has prepared or one that has been prepared by an outside source, such as a trade association (e.g., the National Association of Broadcasters), another licensee, or a law firm. The Compliance Manual shall:

i. thoroughly explain the requirements embodied in the Online Public Inspection File Rule;

ii. contain Operating Procedures that Covered Employees must follow to help ensure the Licensee's compliance with the Online Public Inspection File Rule. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Licensee's stations upload all required information to their online public inspection files in a timely manner and otherwise maintain full, complete, and up to date information therein. The Operating Procedures shall also include a compliance checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Online Public Inspection File Rule; and

iii. be periodically reviewed and revised as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective.

B. **Compliance Training Program.** If the Licensee has Covered Employees, the Compliance Plan shall include a compliance training program to provide periodic training to those Covered Employees on complying with the Online Public Inspection File Rule. As part of the compliance training program, Covered Employees shall be advised of the Licensee's obligation to report any noncompliance with the Online Public Inspection File Rule and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall receive initial training under the compliance training program within 30 calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after such initial training is provided shall receive training under the compliance training program within 30 calendar days after the date he or she becomes a Covered Employee. The Licensee shall provide training under the compliance training plan on at least an annual basis, and it shall periodically review and revise the compliance training program as necessary to ensure that it remains current, complete, and effective.

(a) **Compliance Report**. One year after entering into this Consent Decree, the Licensee shall submit a compliance report to the Bureau for each station listed in Appendix A. The compliance report shall contain a certification of the Licensee's compliance with the Online Public Inspection File Rule during the previous year. The compliance report shall be submitted to the Bureau no later than 30 calendar days after the one-year anniversary of the Effective Date. The Bureau may, within its sole discretion, require the Licensee to submit more frequent or additional compliance reports in accordance with the terms of paragraph 22 below.

i. The compliance report shall include a certification by the Compliance Officer stating that the Compliance Officer has personal knowledge that the Licensee: (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.

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 Rules,[25] and be subscribed to as true under penalty of perjury in substantially the form set forth therein.

iii. If the Compliance Officer is unable to provide the requisite certification, the Compliance Officer shall provide the Bureau with a report detailing the noncompliance, as described below.

iv. The compliance report shall be submitted to the Audio Division staff: Alexander Sanjenis, Assistant Division Chief, at Alexander.Sanjenis@fcc.gov.

21. **Reporting Noncompliance**. The Licensee shall, for each station it owns, report any instance of noncompliance with the Online Public Inspection File Rule, and any instance of noncompliance with any applicable terms and conditions of this Consent Decree within 10 calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each such instance of noncompliance; (ii) the steps that the Licensee has taken or will take to remedy such noncompliance, including the schedule on which such actions will be taken; and (iii) the steps that the Licensee has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventative action will be taken. All reports of noncompliance shall be submitted to the Audio Division staff: Alexander Sanjenis, Assistant Division Chief, at Alexander.Sanjenis@fcc.gov.

22. **Termination Date**. The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate upon submission of the Compliance Report pursuant to Paragraph 20(c), *provided* the Bureau is satisfied that the Licensee has demonstrated substantial compliance with its obligations. If the Bureau is not satisfied that the Licensee has demonstrated substantial compliance with its obligations, the Bureau may, within its the sole discretion and authority, extend the termination date of this Consent Decree for up to an additional 24 months.

23. **Further Violation(s)**. The Licensee acknowledges that the Bureau retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation by the Licensee of the Online Public Inspection File Rule that occurs during the term of this Consent Decree.

24. **Waivers**. As of the Effective Date, the Licensee 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. The Licensee 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 the Licensee nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Licensee shall waive any statutory right to a trial *de novo*. The Licensee hereby agrees to waive any claims it may have under the Equal Access to Justice Act[26] relating to the matters addressed in this Consent Decree.

25. **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.

26. **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.

27. **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 the Licensee does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

31. **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.

32. **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

[26] *See* 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

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.

33. **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.

_____
Albert Shuldiner
Chief, Audio Division

_____9/24/2021_____
Date

_____
Martins & Associates, Inc.

_____

Date

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33. **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.

Albert Shuldiner
Chief, Audio Division

Date

Marguerite S. Wells
Martins & Associates, Inc.

9/20/21

Date

Appendix A

Station Call Sign	Community of License	Application for License Renewal File No.
WKVG	Jenkins, Kentucky	0000118113