

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

In the Matter of)
)
Alabama Media, LLC) NAL/Acct. No. MB-201941410002
) FRN: 0021372552
)
Application for Renewal of License for FM) Facility ID No. 141166
Translator Station W299BX, Dothan, Alabama) Application File No. 97364
)
Application for License to Cover) Application File No. BLFT-20161109ABT

ORDER

Adopted: November 3, 2021

Released: November 4, 2021

By the Chief, Audio Division, Media Bureau:

I. INTRODUCTION

1. The Audio Division, Media Bureau (Bureau) has before it the above-captioned applications for: (1) a renewal of the license for FM translator station W299BX, Dothan, Alabama (Translator) filed by Alabama Media, LLC (Alabama Media or Licensee) on January 14, 2020 (Renewal Application); and (2) a license to cover filed by Alabama Media on November 9, 2016 (License Application).1 On November 15, 2016, WOOF, Inc. (WOOF) filed a "Request for Dismissal" of the License Application, which we treat as an informal objection (Informal Objection).2 For the reasons stated below, we deny the Informal Objection and will grant the Renewal and License Applications upon receipt of the payment agreed upon herein. In this Order, we also adopt the attached consent decree entered into by Alabama Media and the Bureau, which resolves issues surrounding the unauthorized relocation of the Translator to a new site.

II. BACKGROUND

2. On May 18, 2015, the Bureau granted a license for Alabama Media to operate the Translator from the same site as its then primary station, WARB(AM), Dothan, Alabama (WARB Site).3

1 The License Application seeks a license to cover the construction permit granted on March 27, 2019 (Application File No. BPFT-20161026ABO) (Modification Application).

2 See 47 U.S.C. §§ 309(c)(2)(C), 319(c) (establishing that petitions to deny do not lie against license to cover applications); 47 CFR § 73.3587 (permitting informal objections prior to Commission action on any application). On November 29, 2016, Alabama Media filed an opposition to the Informal Objection (Opposition). A second informal objection to the License Application (Fox Objection), filed by Fox Broadcasting Corporation, LLC, on June 8, 2017 (following an interference complaint submitted on June 5, 2017), was dismissed by the Bureau on February 15, 2018, for failure to satisfy the listener complaints requirements set out in 47 CFR § 74.1203(a). Dennis J. Kelly, Esq., Letter Decision, available under Application File No. BLFT-20161109ABT, Ref. 1800B3-PPD (MB Feb. 15, 2018). On October 12, 2017, Alabama Media filed an opposition to the Fox Objection.

3 File Nos. BLFT-20150429ABN (granted May 18, 2015). See Broadcast Actions, Public Notice, Report No. 48494 (MB May 21, 2015); see also Modification Application, Exh. 1.

Both WARB and the Translator were silent starting from November 1, 2015.⁴ On or about September 10, 2016, the Translator commenced operation from a recently constructed nearby tower in Dothan (Dothan Tower).⁵ WARB resumed operation on September 18, 2016.⁶ In November 2016, Alabama Media moved three of its four full-power stations⁷ to the Dothan Tower.⁸ Alabama Media concedes that although it filed modification applications for the relocations of the full-power stations, it “inadvertently failed to file a modification application to relocate the Translator.”⁹ On October 24, 2016, a Commission enforcement agent visited the Dothan Tower site in response to a complaint by WOOF and informed Alabama Media that it lacked Commission approval to operate the Translator at that site.¹⁰ Two days later, on October 26, 2016, Alabama Media filed the Modification Application, seeking a construction permit to relocate the Translator to the Dothan Tower, and the following day, October 27, 2016, requested special temporary authority (STA) to operate at that site (STA Request).¹¹ Bureau staff initially granted the Modification Application on November 9, 2016, but rescinded the grant on November 10, 2016, in light of the WOOF Informal Objection.¹² Also on November 9, 2016, Alabama Media filed the License Application, which remained pending.

3. On March 27, 2019, the Bureau granted the Modification Application and STA Request and issued a notice of apparent liability (NAL) finding Alabama Media apparently liable for a monetary forfeiture in the amount of eighteen thousand dollars (\$18,000).¹³ In the NAL, the Bureau identified the following apparent violations: (1) unauthorized operation in violation of section 301 of the Act and section 74.1251 of the rules;¹⁴ (2) originating programming in violation of section 74.1231(b) of the rules;¹⁵ (3) failure to notify the Commission of its intent to discontinue operations for 10 or more consecutive days or to obtain Commission approval to discontinue operation for more than 30 days in violation of sections 74.1263(c) and (e) of the rules;¹⁶ and (4) failure to file a Form 349 as required when relocating a translator facility in violation of section 74.1251(b)(4) of the rules.¹⁷ The NAL gave Alabama Media thirty days to pay the full amount proposed or file a written statement seeking reduction or

⁴ *Alabama Media, LLC*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 34 FCC Rcd 1913, 1923, para. 26 (Mar. 27, 2019) (NAL); Application File Nos. BLSTA-20151110AAM, BLESTA-20160425AAY.

⁵ Opposition at 2-3.

⁶ WARB licensee Alarado Media, LLC, filed a notice of resumption on October 28, 2016.

⁷ Specifically, Alabama Media relocated WECB(FM), Headland, Alabama (see File No. BLH-20161114AAJ); WESP(FM), Dothan, Alabama (see File No. BLH-20161118ABM); and WJRL-FM, Slocumb, Alabama (see File No. BLH-20161114AAG) to the Dothan Tower.

⁸ The Dothan Tower is registered in the Antenna Structure Registration (ASR) system under ASR No. 1292971.

⁹ Opposition at 2-3.

¹⁰ NAL, 34 FCC Rcd at 1917, para. 11.

¹¹ Application File. No. BSTA-20161027AAY (STA Request).

¹² See *Broadcast Applications*, Public Notice, Report No. 28862 (MB Nov. 16, 2016) at 13.

¹³ NAL, 34 FCC Rcd at 1923, para. 27.

¹⁴ *Id.* at 1917, paras. 10 and 11; 47 U.S.C. § 301 (prohibiting radio broadcasting without a license); 47 CFR § 74.1251(a) and (b) (requiring prior approval for a change in the location of a translator station).

¹⁵ NAL at 1918, paras. 12 and 13; 47 CFR § 74.1231(b).

¹⁶ *Id.* at 1919, paras. 14 and 15; 47 CFR § 74.1263(c), (e) (requiring that notification must be made within 10 days of the date on which the station first discontinued operation).

¹⁷ *Id.* at 1917, 1923, paras. 10, 25; 47 CFR § 74.1251(b)(4).

cancellation of the proposed forfeiture.¹⁸

4. On April 3, 2019, Alabama Media filed a response to the *NAL* (*NAL* Response), seeking a reduced forfeiture on the basis that it has operated at a net loss for the past four years.¹⁹ Alabama Media states that, as a smaller broadcaster, it does not have access to lines of credit or other “readily available sources of funds beyond operating revenues.”²⁰ Finally, it claims that an admonishment or reduced forfeiture would “be adequate to deter any future misconduct given the company’s unprofitable history and the lower value of its stations relative to stations in large and mid-sized markets.”²¹

III. DISCUSSION

5. WOOF has not raised a substantial and material question of fact that grant of the Renewal and License Applications would be inconsistent with the public interest. An informal objection, like a petition to deny, must allege properly supported facts that, if true, would establish a substantial and material question of fact that grant of the application would be inconsistent with the public interest.²² In the Informal Objection, WOOF’s sole contention is that the License Application should be dismissed because, at the time the Informal Objection was filed, Bureau staff had rescinded the earlier grant of the underlying construction permit application (Modification Application).²³ This argument is now moot because the Bureau granted the Modification Application for a second time upon release of the *NAL*.²⁴ In the *NAL*, the Bureau stated that it would grant the License Application “upon the conclusion of this forfeiture proceeding if there are no issues other than the apparent violations that would preclude grant of that application.”²⁵ The substantive issues identified in the *NAL* are resolved by this Order and Consent Decree. Therefore, we deny the Informal Objection.

6. As set out in the *NAL*, the facts on record establish that several violations of the Commission’s rules and the Communications Act of 1934, as amended (Act) have occurred. We believe that these violations, each described below, are appropriately resolved by the Consent Decree adopted herein. Specifically, we find—and Alabama Media stipulates in the Consent Decree—that Alabama Media committed the following rule violations in connection with its relocation of the Translator facilities:

- *Unauthorized operation.* Alabama Media violated section 301 of the Act (prohibiting radio broadcasting without a license)²⁶ and sections 74.1251(a) and (b) of the Commission’s rules (requiring prior approval for a change in the location of a translator station)²⁷ when it operated the Translator from the Dothan Tower before filing the License Application.
- *Program Origination.* Alabama Media violated section 74.1231(b) of the Commission’s

¹⁸ *Id.* at 1924, para. 29.

¹⁹ Alabama Media requests confidential treatment for the financial disclosures made in the *NAL* Response pursuant to 47 CFR § 0.459.

²⁰ *NAL* Response at 2 (also contending that Alabama Media’s small market makes “profitable operations even more challenging” and that the proposed forfeitures would exacerbate its losses and hinder its ability to serve its local community).

²¹ *Id.* at 2.

²² *See, e.g., WWOR-TV, Inc.*, Memorandum Opinion and Order, 6 FCC Rcd 193, 197 n.10 (1990).

²³ Application File No. BPFT-20161026ABO.

²⁴ *NAL*, 34 FCC Rcd at 1923, para. 27.

²⁵ *NAL*, 34 FCC Rcd at 1923, para. 27.

²⁶ *See* 47 U.S.C. § 301.

²⁷ *See* 47 CFR § 74.1251(a), (b).

rules²⁸ when it originated programming on the Translator from approximately September 10, 2016, until September 18, 2016, during which time its then primary station was off the air pursuant to a silent STA.²⁹

- *Silence.* Alabama Media violated sections 74.1263(c) and (e) of the rules when it failed to notify the Commission of its intent to discontinue operations for 10 or more consecutive days or to obtain Commission approval to discontinue operation for more than 30 days.³⁰ Specifically, the Translator was silent for nearly 11 months, from November 2015 to September 2016, without Commission approval.³¹
- *Failure to file a required form.* Alabama Media violated section 74.1251(b)(4) when it failed to file a Form 349 as required when relocating a translator facility.³²

7. When entering into a consent decree—as with a forfeiture—we take into account the nature, circumstances, extent, and gravity of the violation and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and other such matters as justice may require.³³ Corrective action, however, is expected and does not nullify or mitigate the violations.³⁴

8. Applying the above factors in this case, we are not persuaded by Alabama Media's claim of inability to pay. Although Alabama Media did provide federal tax returns for the past four years, these tax returns indicate that, as a proportion of gross revenues, the forfeiture proposed in the *NAL* was not such a significant percentage of gross revenues—in fact, less than 3 percent of gross revenues for each of the past four years—as would warrant a reduction on this basis.³⁵ The Commission has found that, if gross revenues are sufficiently great, the mere fact that a business is operating at a loss does not by itself

²⁸ See 47 CFR § 74.1231(b).

²⁹ See File No. BLESTA-20160425AAY (stating that WARB went silent on November 1, 2015). In a notification filed on October 28, 2106, Alarado Media, LLC, notified the Commission that WARB resumed operations on September 18, 2016; see also *NAL*, 34 FCC Rcd at 1918, paras. 12 and 13.

³⁰ 47 CFR § 74.1263(c). Notification must be made within 10 days of the date on which the station first discontinued operation. *Id.*

³¹ See *NAL*, 34 FCC Rcd at 1919, paras. 14 and 15.

³² See 47 CFR § 74.1251(b)(4) (requiring formal application on a Form 349 for any change in the location of a translator facility).

³³ 47 U.S.C. § 503(b)(2)(E); 47 CFR § 1.80(b)(9); see generally, *Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997).

³⁴ See, e.g., *AT&T Wireless Services, Inc.*, Forfeiture Order, 17 FCC Rcd 21866, 21870-71, para. 26 (holding that remedial action to correct violation at issue was not a mitigating factor; licensees are expected to take remedial action when violations are brought to their attention).

³⁵ See *East Baton Rouge Parish School Board*, Forfeiture Order, 23 FCC Rcd 10931, 10933, para. 8 (MB 2008) (citing *PJB Communications*, Memorandum Opinion and Order, 7 FCC Rcd 2088, 2089, paras. 8-9 (forfeiture not deemed excessive where it represented approximately 2.02 percent of the violator's gross revenues); *Hoosier Broadcasting Corporation*, Memorandum Opinion and Order, 15 FCC Rcd 8640, 8641 (EB 2002) (forfeiture not deemed excessive where it represented approximately 7.6 percent of the violator's gross revenues); *Afton Communications Corporation*, Memorandum Opinion and Order, 7 FCC Rcd 6741 (CCB 1992) (forfeiture not deemed excessive where it represented approximately 3.9 percent of the violator's gross revenues). See, e.g., *Coleman Enterprises, Inc., d/b/a Local Long Distance, Inc.*, Order of Forfeiture, 15 FCC Rcd 24385, 24389, para. 11 (2000) (forfeiture reduced from 11.88% to 7.9% of the violator's gross revenues due to financial hardship) (*Coleman Enterprises*); Jean Yves Tullias, Forfeiture Order, 32 FCC Rcd 7680, 7681, para. 4 (EB 2017) (following *Coleman Enterprises*); Caribbean Network Solutions, Inc., Bayamon, Puerto Rico., Forfeiture Order, 34 FCC Rcd 10450, 10452, para. 6 (EB 2019) (following *Coleman Enterprises*).

mean that it cannot afford to pay a forfeiture.³⁶ Therefore, no reduction on the basis of financial hardship will be made in this case. However, we find that a reduction from the forfeiture amount proposed in the *NAL* is appropriate given that Alabama Media does not have a history of prior offenses.³⁷

9. In the Consent Decree adopted herein, Alabama Media agrees to make a thirteen thousand dollar (\$13,000) civil penalty payment to the United States Treasury and the Bureau agrees to terminate its investigation into the above violations. A copy of the Consent Decree is attached hereto and incorporated by reference. After reviewing the terms and conditions of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's investigation of potential violations of the Rules and the Act in connection with Alabama Media's relocation of the Translator to the Dothan Tower.

10. We also conclude that nothing in the record before us creates a substantial or material question of fact as to whether Alabama Media possess the basic qualifications to continue to be the licensee of the Station.

IV. ORDERING CLAUSES

11. Accordingly, IT IS ORDERED that the informal objection filed on November 15, 2016, by WOOF, Inc. IS DENIED.

12. IT IS FURTHER ORDERED that, pursuant to Section 4(i) of the Communications Act of 1934, as amended,³⁸ and by the authority delegated by Sections 0.61 and 0.283 of the Rules,³⁹ the Consent Decree attached hereto IS ADOPTED without change, addition, deletion, or modification.

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

14. IT IS FURTHER ORDERED that a copy of this *Order* shall be sent by First Class and Certified Mail, Return Receipt Requested, to: Alabama Media, LLC, c/o Robert Holladay, 1109 Hudson Ln, Monroe, LA 71201, and its counsel, David D. Burns, Pillsbury Winthrop Shaw Pittman LLP, 1200 Seventeenth St NW, Washington, DC 20036; and to WOOF, Inc., c/o David. D. Oxenford, Wilkinson Barker Knauer, LLP, 1800 M St NW Ste 800N, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

³⁶ See *East Baton Rouge Parish*, 23 FCC Rcd at 10933, para. 8

³⁷ See, e.g., *Zuma Beach FM Emergency and Cmty. Broad., Inc.*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 33 FCC Rcd 8222, 8228, para. 15 (MB 2018) (reducing proposed forfeiture by 25% based on history of compliance with the rules).

³⁸ 47 U.S.C. § 4(i).

³⁹ 47 CFR §§ 0.61, 0.283.

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by and between: the Media Bureau of the Federal Communications Commission and Alabama Media, LLC (Alabama Media), licensee of FM translator station W299BX, Dothan, Alabama (Facility ID No. 141166), for the purpose of terminating the Bureau's Investigation into Alabama Media's compliance with sections 74.1231(b), 74.1251(a) and (b), 74.1263(c) and (e) of the Commission's rules⁴⁰ and Section 310 of the Communication Act of 1934, as amended.⁴¹

II. DEFINITIONS

2. For 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 the order of the Bureau adopting this Consent Decree;
- (c) "Applications" means Application File Nos. 97364 (Renewal Application) and BLFT-20161109ABT (License Application);
- (d) "Bureau" means the Media Bureau of the Commission;
- (e) "Commission" or "FCC" means the Federal Communications Commission and any or all of its bureaus and offices;
- (f) "Effective Date" means the date on which the Bureau releases the *Adopting Order*;
- (g) "Investigation" means the Bureau's investigation of information contained in the Application and associated pleadings;
- (h) "Licensee" or "Alabama Media" means Alabama Media LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest;
- (i) "Parties" means Alabama Media and the Bureau;
- (j) "Station" means W299BX, Dothan, Alabama (Facility ID No. 141166);
- (k) "Violations" means: (1) the operation of the Translator without prior authorization to operate at that site, in violation of section 301 of the Act and section 74.1251(a) and (b) of the Rules; (2) the origination of programming from the Translator in violation of section 74.1231(b) of the Rules; (3) the failure to notify the Commission of its intent to discontinue operations for 10 or more consecutive days or to obtain Commission approval to discontinue operation for more than 30 days, in violation of sections 74.1263(c) and (e) of the Rules; and (4) the failure to file a Form 349 when relocating a translator facility, in violation of section 74.1251(b)(4) of the Rules.

III. BACKGROUND

3. The facts that gave rise to the Bureau's investigation of Alabama Media's compliance with the Rules are set out in detail in the *Adopting Order*. In summary, they are as follows: (1) Alabama Media did not receive prior Commission approval for the relocation of the Translator to the Dothan Tower in November 2016; (2) prior to this move, the Translator was silent for nearly 11 months without Commission approval; and (3) the Translator originated programming for several days at the Dothan

⁴⁰ 47 CFR §§ 74.1251, 74.1231(b), 74.1263(c) and (e), 74.1251(b)(4).

⁴¹ 47 U.S.C. § 310.

Tower while its primary station was silent. Therefore, on March 27, 2019, the Bureau issued a notice of apparent liability (*NAL*) finding Alabama Media apparently liable for a monetary forfeiture in the amount of eighteen thousand dollars (\$18,000).⁴² On April 3, 2019, Alabama Media filed a response to the *NAL* seeking a reduced forfeiture on the basis of financial hardship. As explained in the *Adopting Order*, we decline to reduce Alabama Media's liability on this basis. However, for the purposes of this Consent Decree, we have concluded that a civil penalty of thirteen thousand dollars (\$13,000) is appropriate on the basis that Alabama Media does not have a history of prior offenses.

IV. AGREEMENT

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

5. **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.

6. **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.

7. **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 such, the Licensee agrees to the terms, conditions, and procedures contained herein.

8. 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.⁴³

9. 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 a licensee.⁴⁴ 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 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 timely filing of applications or otherwise.

10. **Admission of Liability.** The Licensee admits to the following Violations for the purpose of this Consent Decree:

- *Unauthorized operation.* Alabama Media violated section 301 of the Act (prohibiting radio broadcasting without a license)⁴⁵ and sections 74.1251(a) and (b) of the Commission's rules (requiring prior approval for a change in the location of a translator

⁴² *Alabama Media, LLC*, Memorandum Opinion and Order and Notice of Apparent Liability for Forfeiture, 34 FCC Rcd 1913, 1923, para. 27 (Mar. 27, 2019) (*NAL*).

⁴³ See 47 CFR § 1.93(b).

⁴⁴ See 47 U.S.C. § 503(b)(2)(E).

⁴⁵ See 47 U.S.C. § 301.

station)⁴⁶ when it operated the Translator from the Dothan Tower prior to filing the License Application.

- *Program Origination.* Alabama Media violated section 74.1231(b) of the Commission's rules⁴⁷ when it originated programming on the Translator from approximately September 10, 2016, until September 18, 2016, during which time its then primary station was off the air pursuant to a silent STA.
- *Silence.* Alabama Media violated sections 74.1263(c) and (e) of the rules when it failed to notify the Commission of its intent to discontinue operations for 10 or more consecutive days or to obtain Commission approval to discontinue operation for more than 30 days.⁴⁸ Specifically, the Translator was silent for nearly 11 months, from November 2015 to September 2016, without Commission approval.
- *Failure to file a required form.* Alabama Media violated section 74.1251(b)(4) when it failing to file a Form 349 as required when relocating a translator facility.⁴⁹

11. **Civil Penalty.** Alabama Media agrees to pay a civil penalty to the United States Treasury in the amount of thirteen thousand dollars (\$13,000), within thirty (30) calendar days from the Effective Date. Licensee will also send electronic notification of payment to Christine Goepf at Christine.Goepf@fcc.gov on the date said payment is made. Payment of the forfeiture must 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),⁵⁰ or by wire transfer. The Commission no longer accepts forfeiture payments by check or money order. Below are instructions that payors should follow based on the form of payment selected.⁵¹

12. 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 faxed to the Federal Communications Commission at 202-418-2843, or e-mailed 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 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(s) captioned above (Payor FRN). For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

13. 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 captioned 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. Please note that there is a dollar limitation on credit card transactions, which cannot exceed \$24,999.99.

⁴⁶ See 47 CFR § 74.1251(a), (b).

⁴⁷ See 47 CFR § 74.1231(b).

⁴⁸ 47 CFR § 74.1263(c). Notification must be made within 10 days of the date on which the station first discontinued operation. *Id.*

⁴⁹ See 47 CFR § 74.1251(b)(4) (requiring formal application on a Form 349 for any change in the location of a translator facility).

⁵⁰ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

⁵¹ 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.

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

15. **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 Act⁵² relating to the matters addressed in this Consent Decree.

16. **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.

17. **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.

18. **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.

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

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

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

22. **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.

23. **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.

MEDIA BUREAU

⁵² See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: Albert Shuldiner
Albert Shuldiner
Chief, Audio Division

Date: October 25, 2021

ALABAMA MEDIA, LLC

By: Robert H. Holladay
Robert H. Holladay
Sole Member, Alabama Media, LLC

Date: Oct 17, 2021