

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

In the Matter of
CTC Media Group
WECU(AM), Winterville, NC
W298BX, Winterville, NC
NAL/Account No. MB-202241410026
FRN: 0004953592
Facility ID Nos. 135909,157892

ORDER

Adopted: October 28, 2022

Released: October 31, 2022

By the Chief, Audio Division, Media Bureau:

I. INTRODUCTION

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and CTC Media Group (Licensee), the licensee for WECU(AM), Winterville, North Carolina, and its associated FM translator, W298BX, Winterville, North Carolina. The Consent Decree resolves the Bureau's investigation into Licensee's compliance with section 301 of the Communications Act of 1934, as amended (Act), and sections 73.1690(b)(5), 73.1745, 73.1820, and 74.1263(b) of the Commission's rules (Rules).

2. The Bureau and Licensee have negotiated the attached Consent Decree in which Licensee stipulates that it violated (1) section 301 of the Act, and sections 73.1690(b)(5), and 73.1745 of the Rules by operating WECU(AM) at reduced daytime power without Commission authorization, (2) section 73.1820 of the Rules by failing to maintain station logs for WECU(AM), and (3) section 74.1263(b) of the Rules by originating programming on W298BX while WECU(AM) was silent. Pursuant to the Consent Decree, Licensee agrees to implement a comprehensive compliance plan to ensure future compliance with the provisions Act, and the Rules governing operation of AM stations and cross-service FM translators. Finally, Licensee agrees to make an eight thousand dollar (\$8,000) civil penalty payment to the United States Treasury.

3. After reviewing the terms 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 consideration of potential violations of the Rules.

4. Based on the record before us, we conclude that nothing in that record creates a substantial and material question of fact as to whether Licensee possesses the basic qualifications to continue to be a Commission licensee.

5. Accordingly, IT IS ORDERED that, pursuant to sections 4(i), 4(j) and 503(b) of the Communications Act of 1934, as amended, and by the authority delegated by sections 0.61 and 0.283 of

1 47 U.S.C. § 301.

2 47 CFR §§ 73.1690(b)(5), 73.1745, 73.1820, 74.1263(b).

3 47 U.S.C. § 154(i).

the Commission's rules,⁴ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

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 shall be sent by First Class and Certified Mail, Return Receipt Requested, to CTC Media Group, c/o Michael Afflerbach, 1202 Pollock Street, New Bern, NC 28560.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

⁴ 47 CFR §§ 0.61, 0.283.

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CONSENT DECREE

1. The Media Bureau of the Federal Communications Commission and CTC Media Group (hereafter "Licensee," as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Media Bureau's investigation into the Licensee's operation of AM station WECU(AM), Winterville, North Carolina, and its associated FM translator station W298BX, Winterville, North Carolina. To resolve this matter, Licensee agrees to pay a civil penalty in the amount of Eight Thousand Dollars (\$8,000), and agrees to implement a comprehensive Compliance Plan to ensure its future compliance with the Communications Act of 1934, as amended, and the Commission's Rules.

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 an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) "Bureau" means the Media Bureau of the Commission.
(d) "Civil Penalty" means the payment Licensee has agreed to pay to the United States Treasury.
(e) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
(f) "Covered Employees" means all employees and agents of the Licensee who are responsible for performing, supervising, overseeing, or managing the operation of either or both of the Stations.
(g) "Effective Date" means the date on which the Bureau releases the Adopting Order.
(h) "Execution Date" means the date by which both the Bureau and the Licensee have signed the Consent Decree.
(i) "Investigation" means the Bureau's investigation into the Licensee's operation of the Stations;
(j) "Licensee" means CTC Media Group (FRN: 0004953592), and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
(k) "Parties" means Licensee and the Bureau, each of which is a "Party."
(l) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations;

- (m) “Stations” means WECU(AM), Winterville, North Carolina (Facility ID No. 135909); and its associated FM translator station W298BX, Winterville, North Carolina (Facility ID No. 157892).
- (n) “Violations” means the violations of section 301 of the Act, and sections 73.1690(b)(5), 73.1745, 73.1820, and 74.1263(b) of the Rules, which are stipulated in paragraph 11 of this Consent Decree.

II. BACKGROUND

3. Section 301 of the Act prohibits the operation of a broadcast station except under, and in accordance with, a Commission-granted authorization. Section 73.1745 of the Rules states that “[n]o broadcast station shall operate . . . with modes or power, other than those specified and made a part of the license . . .” Section 73.1690(b)(5) requires the licensee of a commercial AM station to apply for and obtain a construction permit from the Commission before reducing the AM station’s power. Section 73.1820 of the Rules requires licensees of AM stations to maintain station logs. Section 74.1263(b) of the Rules prohibits an FM translator station from originating programming while its primary station is off the air⁵ except in limited circumstances.⁶

4. In August 2021, we received an informal communication alleging that WECU(AM) had been off the air for months, and W298BX had been originating programming while WECU(AM) was silent. We sent a letter of inquiry to the Licensee regarding WECU(AM)’s operational status and W298BX’s programming.⁷ Licensee submitted its response on February 11, 2022.⁸ Therein, Licensee indicated that WECU(AM) had operated at reduced daytime power without Commission authorization to do so. In addition, despite the fact that the LOI required the Licensee to submit the station logs for WECU(AM), Licensee did not provide any of them. Finally, Licensee indicated that W298BX had originated programming at various times while WECU(AM) was silent.

5. In light of these compliance issues uncovered by the Investigation, the Parties have agreed to enter into this Consent Decree by which both the Licensee and the Bureau intend to be legally bound.

III. AGREEMENT

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

7. **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.

⁵ 47 CFR § 74.1231(b) (“An FM translator may be used for the purpose of retransmitting the signals of a primary AM or FM radio broadcast station . . . and originating programming to the extent authorized in paragraphs (f), (g), and (h) of this section.”); 47 CFR § 74.1263(b) (“An . . . FM translator station rebroadcasting . . . an AM or FM primary station shall not be permitted to radiate . . . when signals of the primary station are not being transmitted,” except for nighttime transmission by a translator rebroadcasting a Class D station that has operated during the daytime in the last 24 hours).

⁶ Sections 74.1231(f) and (g) allow FM translators to originate “emergency warnings of imminent danger” and acknowledgments of “financial support deemed necessary to the continued operation of the translator.” 47 CFR § 74.1231(f), (g). Section 74.1231(h) permits an FM translator station that rebroadcasts a Class D AM radio broadcast station as its primary station to originate programming during the hours the primary station is not operating, subject to the provisions of § 74.1263(b) of this part. 47 CFR § 74.1231(h). Section 74.1263(b) provides that origination on such a translator is allowed so long as the Class D AM radio station “has operated during the daytime in the last 24 hours.” 47 CFR § 74.1263(b). None of these exceptions are relevant here. .

⁷ Letter from Albert Shuldiner, Chief, Audio Division, Media Bureau, to Michael Afflerbach, Vice President, CTC Media Group (dated Jan. 14, 2022).

⁸ Letter from Michael Afflerbach, Vice President, CTC Media Group, to Secretary, FCC (dated Feb. 11, 2022).

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date. As of the Effective Date, this Consent Decree shall have the same force and effect as any other order of the Commission. Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that Licensee fails to satisfy any condition or Rule, in the absence of Commission alteration of the condition or Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, revocation of the relief, designation of the matter for hearing, letters of admonishment and/or forfeitures. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

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 the Investigation. In consideration for such, Licensee agrees to the terms, conditions, and procedures contained herein.

10. 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 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.⁹

11. **Admission of Liability.** The Licensee hereby stipulates that (1) WECU(AM) operated at reduced daytime power without Commission authorization in violation of section 301 of the Act, and sections 73.1690(b)(5) and 73.1745 of the Rules, (2) it failed to maintain station logs for WECU(AM) in violation of section 73.1820 of the Rules, (2) W298BX originated programming at times when WECU(AM) was not operational in violation of section 74.1263(b) of the Rules.

12. 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 Licensee.¹⁰ Licensee acknowledges that the Commission or its delegated authority may consider Licensee's admission of liability in this Consent Decree in proposing any future forfeiture against Licensee in the event 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 Violations or otherwise.

13. **Civil Penalty.** Licensee agrees to pay a Civil Penalty to the United States Treasury in the amount of Eight Thousand Dollars (\$8,000), within thirty (30) calendar days after the Effective Date. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996.¹¹ Licensee will also send electronic notification of payment to Heather Dixon at Heather.Dixon@fcc.gov on the date said payment is made.

14. **Payment.** Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),¹²

⁹ See 47 CFR § 1.93(b).

¹⁰ See 47 U.S.C. § 503(b)(2)(E).

¹¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹² Payments made using CORES do not require the submission of an FCC Form 159.

or by wire transfer. Payments by check or money order to pay a civil penalty are no longer accepted. Below are instructions that payors should follow based on the form of payment selected:¹³

- 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 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(s) captioned above (Payor FRN).¹⁴ 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 Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. 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 “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). Finally, 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. **Compliance Officer.** Within 30 calendar days after the Effective Date, 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 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 Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall have specific knowledge of the Act, and the Rules prior to assuming his/her duties. The Bureau acknowledges that the Compliance Officer, Chief Executive Officer and/or owner may be the same individual.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, 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 provisions of the Act and the Rules governing operation of

¹³ 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 Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

AM stations and cross-service FM translators, and the terms and conditions of this Consent Decree. 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. 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 related to operation of AM stations and cross-service FM translator stations;
 - (ii) contain Operating Procedures that Covered Employees must follow to help ensure Licensee's compliance with the Act, and the Rules. Among other things, the Operating Procedures shall include internal procedures and policies specifically designed to ensure that station logs are maintained for WECU(AM); 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 Licensee has Covered Employees, the Compliance Plan shall include a Compliance Training Program to provide periodic training to those Covered Employees on the provisions of the Act and the Rules governing operation of AM and cross-service FM translator stations, including those related to the maintenance of station logs for AM stations, and those limiting program origination by FM translators.

As part of the compliance training program, Covered Employees shall be advised of Licensee's obligation to report any noncompliance with the Act, Rules, or this Consent Decree, 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. 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.

- (c) **Compliance Report.** Licensee shall submit a Compliance Report to the Commission 120 days after the Effective Date and annually thereafter on the anniversary of the Effective Date until the Termination Date.
 - (i) The compliance report shall include a certification by the Compliance Officer stating that the Compliance Officer has personal knowledge that 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 Act, the Rules, or 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,¹⁵ 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) Licensee's Chief Executive Officer (or another equivalent senior officer/owner) shall also certify that he or she has reviewed the compliance report and that, based on his or her knowledge, the compliance report does not contain any untrue statement of a material fact, does not omit to state a material fact necessary to make the statements made therein, and is not misleading with respect to the period covered by the compliance report.
- (v) The compliance report shall be submitted to Heather Dixon, Attorney-Advisor, Audio Division Media Bureau, Federal Communications Commission, at Heather.Dixon@fcc.gov.

17. **Reporting Noncompliance.** Licensee shall report any instance of noncompliance with the Act, or the Rules, 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 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 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 Heather Dixon, Attorney-Advisor, Audio Division Media Bureau, Federal Communications Commission, at Heather.Dixon@fcc.gov.

18. **Termination Date.** The obligations to which Licensee is subject pursuant to this Consent Decree shall terminate 3 years after the filing of the compliance report referenced above, provided the Bureau is satisfied that Licensee has demonstrated substantial compliance with the Act, the Rules, and its obligations under this Consent Decree.

19. **Further Violations.** Licensee acknowledges that the Bureau retains the discretion and authority to propose sanctions against Licensee, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation by Licensee of the Act, or the Rules that occurs during the term of this Consent Decree.

20. **Waivers.** As of the Effective Date, Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order. 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 Licensee nor the Commission shall contest the validity of the Consent Decree or Adopting Order, and Licensee shall waive any statutory right to a *trial de novo*. Licensee hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 CFR Section 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

21. **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

¹⁵ 47 CFR § 1.16.

containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

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

23. **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 Licensee does not expressly consent), such provision will be superseded by such Rule or Order.

24. **Successors and Assigns.** Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees. Licensee agrees that any future application to assign or transfer control of the Stations will include a statement executed by an authorized representative of the proposed assignee or transferee consenting to assumption of the responsibilities and duties of the Licensee set forth in this Consent Decree.

25. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties concerning the Investigation and the Violations.


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

27. **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.

28. **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.

29. **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.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: 
Albert Shuldiner
Chief, Audio Division, Media Bureau

Date: October 28, 2022

CTC MEDIA GROUP

By: _____
Michael Afflerbach, Vice President

Date: _____

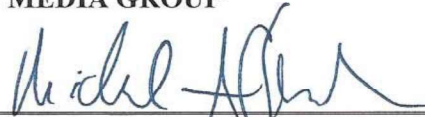
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**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Albert Shuldiner
Chief, Audio Division, Media Bureau

Date: _____

CTC MEDIA GROUP

By:  _____
Michael Afflerbach, Vice President

Date: OCTOBER 28, 2022