

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

In the Matter of
WorthRome, LLC
KVHZ(AM), Wasilla, AK
K296FP, Willow Creek, AK
NAL/Account No. MB-202341410018
FRN: 0031277197
Facility ID Nos. 161023, 146572

ORDER

Adopted: August 30, 2023

Released: August 31, 2023

By the Chief, Audio Division, Media Bureau:

I. INTRODUCTION

1. In this Order, we adopt the attached Consent Decree between the Media Bureau (Bureau) and WorthRome, LLC (Licensee), the licensee of KVHZ(AM), Wasilla, Alaska and its associated FM translator, K296FP, Willow Creek, Alaska. 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 73.1560(d), 73.1690(b)(5), 73.1740, 73.1745, 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 section 301 of the Act, and sections 73.1560(d), 73.1690(b)(5), 73.1745, and 73.1740 of the Rules, by reducing daytime power, limiting operating hours, and/or discontinuing operations of KVHZ(AM) without Commission notification or authorization; and (2) section 74.1263(b) of the Rules by originating programming on K296FP while KVHZ(AM) was silent. The Bureau proposed a civil penalty of \$7,000, an amount the Bureau determined to be consistent with section 503(b) of the Act, section 1.80 of the Rules, and the Commission's Forfeiture Policy Statement. In response,

1 47 U.S.C. § 301.

2 47 CFR §§ 73.1560(d), 73.1690(b)(5), 73.1740, 73.1745, 74.1263(b).

3 47 U.S.C. § 503(b). Section 503(b)(2)(E) of the Act requires that 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 such other matters as justice may require.

4 47 CFR § 1.80.

5 See Forfeiture Policy Statement and Amendment of Section 1.80(b) of the Rules to Incorporate the Forfeiture Guidelines, Report and Order, 12 FCC Rcd 17087, 17113-15 (1997) (Forfeiture Policy Statement), recon. denied, 15 FCC Rcd 303 (1999).

Licensee submitted financial information in support of a requested reduction based on a claimed inability to pay that full amount.⁶

3. In general, a licensee's gross revenues are the best indicator of its ability to pay a forfeiture.⁷ Nevertheless, the Commission recognizes that, in some cases, other financial indicators, such as net losses, may also be relevant.⁸ If gross revenues are sufficiently great, however, the mere fact that a business is operating at a loss does not by itself mean that it cannot afford to pay.⁹ In considering claims of financial hardship, the range of penalties that the Commission has deemed reasonable generally average approximately five percent of the violator's gross annual income and have not exceeded eight percent thereof.¹⁰ Licensee's gross revenues are modest but, under applicable standards, the proposed \$7,000 civil penalty would not be excessive. Nevertheless, the Commission has also recognized that even an amount of five percent of gross revenues may be excessive if a licensee operated at a significant loss.¹¹ In the present case, Licensee has shown that it has incurred only losses since becoming the Stations' licensee in 2021, despite its principals taking no salary. For the documented portions of 2021 and 2022, respectively, the Stations' gross revenues only covered 73 percent and 71 percent of their operating expenses.¹² We further note that the primary cause of Licensee's violations is a malfunctioning transmitter which Licensee has recently made special financial arrangements to replace¹³ and find that the Stations' limited resources would best be used for that purpose of coming into compliance.¹⁴ We, thus, find that there is a sufficient basis to reduce (but not cancel) the penalty amount. Licensee agrees to make a four thousand dollar (\$4,000) civil penalty payment to the United States Treasury¹⁵ for which it has a

⁶ The Commission will not consider reducing or canceling a forfeiture in response to claimed inability to pay unless the respondent submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices; or (3) some other reliable and objective documentation that accurately reflects the respondent's current financial status. Here, three full years of data is not available because Licensee has only been in business since mid-2021. Licensee submitted federal tax returns for 2021 and 2022. It also submitted two detailed profit and loss statements covering the periods April 16, 2021 to December 31, 2021 and January 1, 2022 to May 18, 2022.

⁷ See *Methow Valley Comm. Dist.*, Forfeiture Order, DA 23-403, para. 6 (MB rel. May 12, 2023).

⁸ See *PJB Communications of Virginia, Inc.*, Memorandum Opinion and Order, 7 FCC Rcd 2088, 2089 (1992).

⁹ *Id.*

¹⁰ See, *Zuma Beach FM and Emergency Comm. Broad., Inc.*, Memorandum Opinion and Order, 34 FCC Rcd. 5302, 5303-04, note 14 (MB 2019) and cases cited therein.

¹¹ See *Valley Air, LLC*, Letter Order, 24 FCC Rcd 5505 (MB 2009) (cancelling a \$4,000 forfeiture which, although reasonable in comparison to gross revenues, would pose a financial hardship where licensee incurred large losses during the same period).

¹² For purposes of these calculations we rely primarily on Licensee's profit and loss documents which detail the Stations' direct operating expenses such as utilities and rent. We give less weight to the larger losses claimed on Licensee's tax returns which include more general deductions, such as depreciation.

¹³ Licensee states that it was only able to order the replacement transmitter after it built up a sufficient relationship with a sponsor to convince it to pay for advertising in advance. See Statement of Aaron I.B. Coman, Managing Member, WorthRome, LLC (dated July 24, 2023) at 1.

¹⁴ See generally *Calvary Ed. Broad. Network, Inc.*, Consent Decree, 35 FCC Rcd 10240, 10249-50, para. 18 (MB 2020) (station's limited resources best directed to fulfilling Consent Decree obligation to make a costly facility modification needed to correct violations rather than to paying a civil penalty).

¹⁵ A reduction of this size is comparable to that in another cases involving significant losses. See *Hawkins Broad. Co.*, Forfeiture Order, 25 FCC Rcd 12519, 12521 (MB 2010) (reducing a forfeiture amount from \$7,000 to \$4,000 (continued on next page)

demonstrated ability to pay. The remainder of the proposed civil penalty will be suspended. However, Licensee will pay the remainder of the original proposed civil penalty if the Commission finds during the next three years that Licensee misled the Commission regarding its current financial status.

4. 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.

5. 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.

6. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i), 4(j) and 503(b) of the Communications Act of 1934, as amended,¹⁶ and by the authority delegated by sections 0.61 and 0.283 of the Commission's rules,¹⁷ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

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

8. **IT IS FURTHER ORDERED** that copies of this Order shall be sent by First Class and Certified Mail, Return Receipt Requested, to Aaron I.B. Coman, Owner/Operator, WorthRome LLC, 5800 West Locksley Loop, Wasilla, AK 99623 and to its representatives, Susan A. Marshall, Esq. and Stephen T. Lovelady, Esq., Shainis & Peltzman, Chartered, 1850 M St., N.W., Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

where the proposed forfeiture amount would have constituted approximately 7 percent of the licensee's average gross revenues but licensee operated with significant losses).

¹⁶ *Id.* § 154(i).

¹⁷ 47 CFR §§ 0.61, 0.283.

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WorthRome, LLC) NAL/Account No. MB-202341410018
KVHZ(AM), Wasilla, AK) FRN: 0031277197
K296FP, Willow Creek, AK) Facility ID Nos. 161023, 146572

CONSENT DECREE

1. The Media Bureau of the Federal Communications Commission and WorthRome LLC (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 KVHZ(AM), Wasilla, Alaska and its associated FM translator, K296FP, Willow Creek, Alaska. To resolve this matter, Licensee agrees to pay a civil penalty in the amount of Four Thousand Dollars (\$4,000).

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) "Communications Laws" means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Licensee is subject by virtue of its business activities, including but not limited to the FM Translator Program Origination Rules and the Notification and Authorization Rules.
(g) "FM Translator Program Origination Rules" means Section 74.1263(b) of the Rules, and other Communications Laws that prohibit, with limited exceptions, FM Translators from originating programming and from operating if its associated AM station has not operated during the past 24 hours.
(h) "Investigation" means the Bureau's investigation into the Licensee's operation of the Stations;
(i) "Licensee" means WorthRome LLC (FRN: 0031277197), and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
(j) "Notification and Authorization Rules" means Section 301 of the Act, Sections 73.1560(d), 73.1690(b)(5), 73.1740, and 73.1745 of the Rules, and other Communications Laws that prohibit the use or operation of a broadcast radio station

without a valid Commission authorization or inconsistent with such authorization, or that require the station to operate in a manner which complies with the Rules and in accordance with the station's authorization, or that require notification to or authorization from the Commission if operations are limited, discontinued, or at an unauthorized power.

- (k) “Parties” means Licensee and the Bureau, each of which is a “Party.”
- (l) “Renewal Application” means the Application of Licensee, File No. 0000162500 (filed Oct. 1, 2021) to renew the licenses of the Stations.
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations;
- (n) “Stations” means KVHZ(AM), Wasilla, Alaska, (Facility ID No. 161023); and its associated FM translator station K296FP, Willow Creek, Alaska (Facility ID No. 146572).
- (o) “Violations” means the violations of section 301 of the Act, and sections 73.1740, 73.1560(d), 73.1690(b)(5), 73.1745, and 74.1263(b) of the Rules, which are stipulated in paragraph 12 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 73.1740 of the Rules requires that if a broadcast station must limit or discontinue operations for reasons beyond its control it must notify the FCC no later than the tenth day of limited or discontinued operation and file a request for Special Temporary Authority (STA) if the limited or discontinued operations last more than 30 days. Similarly, section 73.1560(d) of the Rules provides that if it becomes technically impossible for a station to operate at authorized power, it must notify the FCC if reduced power will exceed ten consecutive days and file a request for STA if the reduced power will last more than 30 days. 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 74.1263(b) of the Rules prohibits an FM translator station from originating programming while its primary station is off the air¹⁸ except in limited circumstances not applicable here.¹⁹

¹⁸ 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).

¹⁹ 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). 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.

4. On September 7, 2020, the Commission received an informal complaint alleging that KVHZ(AM) had been off the air for an extended period and that K296FP had been originating programming while KVHZ(AM) was silent. Licensee obtained the Stations approximately one year thereafter through an assignment of license granted on September 29, 2021 and consummated the purchase of the Stations on September 30, 2021.²⁰ On October 1, 2021, all broadcast stations in Alaska were required to apply for license renewal in advance of the February 1, 2022 license expiration of all such licenses in that state. Licensee thus filed the Renewal Application. The Bureau has been treating the September 2020 complaint as an informal objection to the Renewal Application.

5. The Bureau sent inquiries to Licensee on March 4, 2022 and July 7, 2023 regarding KVHZ(AM)'s operational status and K296FP's programming.²¹ On April 18, 2022, shortly after the first inquiry, Licensee filed a request for Special Temporary Authority (STA) to operate KVHZ(AM) with reduced power and the Bureau granted the request that same day. Licensee has since submitted records of weekly tests of KVHZ(AM)'s Emergency Alert System showing that the station was not silent for extended periods. Nevertheless, Licensee's responses to the two inquiries²² reflect other violations. Licensee estimates that: (1) KVHZ(AM) had been off-the-air approximately 18 days within approximately eight periods between Licensee's September 30, 2021 acquisition and the February 1, 2022 end of the license term; (2) FM translator K296FP continued to operate during those periods; (3) there were additional periods extending over a summer and winter when KVHZ(AM) operated but at reduced power due to a problem with its transmitter which was deemed unrepairable;²³ (4) Licensee ordered a replacement transmitter on June 14, 2023 and was, as of August 2023, still awaiting delivery and installation; and (5) KVHZ(AM)'s periods of discontinued operations never exceeded 30 days but might have exceeded 10 days.²⁴ The Bureau has no record of Licensee making required notifications of discontinued, limited, or reduced power operations prior to the April 18, 2022 STA request.

6. In light of the 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

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; 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

²⁰ Notice of Consummation, File No. 0000161879 (rec. Sept. 30, 2021).

²¹ Letter from Albert Shuldiner, Chief, Audio Division, Media Bureau, to WorthRome, LLC (dated Mar. 4, 2022); Email to Stephen Lovelady, Esq. Steve@s-plaw.com from Irene Bleiweiss, Attorney, Audio Div. (July 7, 2023).

²² Email from Steve Lovelady, Steve@s-plaw.com to Tom Hutton and Victoria McCauley, Audio Div. (dated May 23, 2022) ("Our client does not have exact records, but estimates that since it purchased the assets there have been eight (8) occasions when the AM station was temporarily off-the-air due to transmission line shorting issues, and the FM translator continued to broadcast.").

²³ *Id.*, transmitting Statement of Van Craft, Technical Consultant (dated July 12, 2023) (site very difficult to access due to marshy summer and icy winter conditions).

²⁴ *Id.*, transmitting Statement of Aaron I.B. Coman, Managing Member, WorthRome, LLC (dated July 24, 2023).

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.

10. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for such, 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 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.²⁵

12. **Admission of Liability.** The Licensee hereby stipulates that (1) KVHZ(AM) reduced daytime power, limited operating hours, and/or discontinued operations without Commission notification or authorization in violation of section 301 of the Act, and sections 73.1560(d), 73.1690(b)(5), 73.1745, and/or 73.1740 of the Rules; and (2) K296FP originated programming at times when KVHZ(AM) was not operational in violation of section 74.1263(b) of the Rules.

13. **Civil Penalty.** In light of Licensee's demonstrated inability to pay and subject to the provisions of paragraph 14 below, Licensee agrees to pay a Civil Penalty to the United States Treasury in the amount of Four Thousand Dollars (\$4,000), 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 1996.²⁶ Licensee will also send electronic notification of payment to Irene Bleiweiss at Irene.Bleiweiss@fcc.gov on the date said payment is made.

14. **Suspended Penalty.** Licensee further agrees that, upon an Event of Default (as described below in paragraph 17), it will pay a further civil penalty to the United States Treasury in the amount of an additional Three Thousand dollars (\$3,000) (Additional Civil Penalty). Licensee acknowledges and agrees that upon an Event of Default, the Additional Civil Penalty shall also become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the DCIA,²⁷ and all procedures for collection of the Additional Civil Penalty may, at the Commission's discretion, be initiated against Licensee.

²⁵ See 47 CFR § 1.93(b).

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

²⁷ *Id.*

15. **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),²⁸ 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:

- 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).²⁹ 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/paymentFrmLogin.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. with the first four digits, denoting the year, excluded (e.g., NAL 202312345678 would be associated with FCC Bill Number 12345678). 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.

16. Any request to make full payment over time under an installment plan should be sent to: Associate Managing Director-Financial Operations, Federal Communications Commission, 45 L St. NE, Washington, D.C. 20554.³⁰ Questions regarding payment procedures should be directed to the Financial

²⁸ Payments made using CORES do not require the submission of an FCC Form 159.

²⁹ Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

³⁰ See 47 CFR § 1.1914.

Operations Group Help Desk by telephone, 1-877-480-3201, (option #6), or by e-mail, ARINQUIRIES@fcc.gov.

17. **Event of Default.** Licensee agrees that an Event of Default shall occur upon (1) the failure to pay the Civil Penalty to the United States Treasury on or before the day specified in paragraph 13 or other date(s) specified in any installment requested and approved under paragraph 16; (2) the release of an order within three years of the Effective Date by the Commission, such as a Notice of Apparent Liability for Forfeiture that is uncontested or a Forfeiture Order, finding that Licensee or any other entity owned, operated, or controlled by, or under common control with Licensee violated the FM Translator Program Origination Rules or Notification and Authorization Rules; or (3) the release of an order by the Commission finding that Licensee materially misstated its financial condition in the documents it produced to support its claim of inability to pay.

18. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Upon an Event of Default, all procedures for collection permitted by the DCIA and other provisions of law may, at the Commission's discretion, be initiated and the following 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: (a) any unpaid Civil Penalties referenced in paragraph 13, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (b) the Additional Civil Penalty referenced in paragraph 15, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (c) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (d) any administrative charge(s), including the costs of collection, litigation, and attorneys' fees.

19. **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.

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 will 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 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.

23. **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.

24. **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.

25. **Modifications.** This Consent Decree cannot be modified or amended 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.

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.

MEDIA BUREAU

FEDERAL COMMUNICATIONS COMMISSION

By: Albert Shuldiner

Albert Shuldiner

Chief, Audio Division, Media Bureau

Date: 8/30/2023

WorthRome, LLC

By: _____

Aaron Coman, Managing Member

Date: _____

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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.

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MEDIA BUREAU

FEDERAL COMMUNICATIONS COMMISSION

By: _____

Albert Shuldiner

Chief, Audio Division, Media Bureau

Date: _____

WorthRome, LLC

By:  _____

Aaron Coman, Managing Member

Date: 8/29/2023