



Federal Communications Commission
Washington, D.C. 20554

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In Reply Refer to:

1800B-IB

(via email to:)

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Mrs. Doris L. Smith
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In re: KOKS(FM), Poplar Bluff, MO
Facility ID No. 8439
File No. 0000122765
Application for License Renewal
Informal Objection

Dear Licensee, Counsel, and Objector:

The Media Bureau (Bureau) has before it the referenced application (Application) of Calvary Educational Broadcasting Network, Inc. (CEB) to renew the license of noncommercial educational (NCE) radio station KOKS(FM), Poplar Bluff, Missouri (Station) and an objection (Objection) thereto from Doris Smith (Smith), a resident of that community. For the reasons set forth below, we deny the Objection and, in accordance with a 2020 Consent Decree between CEB and the Bureau,¹ grant the Application conditioned upon CEB's continued compliance with the Consent Decree.

Background. The Station has a long history of rule violations that began with initial licensure in 1989 and continued to varying degrees for almost 30 years while CEB was managed by members of the Stewart family, who are now deceased.² The most prominent violation was CEB's failure to correct

¹ See *Calvary Ed. Broad. Network, Inc.*, Order, 35 FCC Rcd 10236 (MB 2020) (Order) and attached Consent Decree, 35 FCC Rcd. 10240 (MB 2020) (Consent Decree).

² See Order, 35 FCC Rcd at 10236-37, paras. 2-3; Consent Decree, 35 FCC Rcd at 10243, para. 3.

extensive FM blanketing interference caused to surrounding homes, *i.e.*, a phenomenon whereby the strong signal from a nearby broadcast tower can completely overwhelm receivers in the FM and TV bands.³ The Commission's rules (Rules) require licensees to remedy such interference⁴ but the Stewarts lacked the technical expertise and financial resources to do so. As a result, some local residents, including Smith, were unable to receive interference-free broadcast signals and purchased cable or satellite service instead. Potential reimbursement of those costs is the primary focus of the Objection.

In 1994, following a hearing before an administrative law judge, the Commission's then-existing Review Board renewed the Station's license for a one-year term with the expectation that the Station would come into compliance through an engineering solution within that time.⁵ The Review Board also accepted a proposal by CEB to potentially achieve compliance in an alternate manner by reimbursing affected neighbors for the cost of cable or satellite if CEB determined that an engineering solution was not possible.⁶ CEB, however, neither corrected the interference nor reimbursed the neighbors at that time. The Bureau, thus, could not find that CEB was operating in the public interest without serious violations and held in abeyance several subsequent license renewal applications that CEB filed in 1995, 2005, and 2012.⁷ Smith objected to some of these applications on behalf of herself and as a spokesperson for neighbors.

In 2017, the Bureau sought to update the record of CEB's efforts to address the blanketing interference problem. The Bureau requested information from CEB as well as from eight residents who had previously received blanketing interference.⁸ Of the residents, only Smith indicated a continuing interest. Although she was not receiving blanketing interference at that time, she could not determine whether interference might return because the Station was then operating at substantially reduced power due to failing equipment.⁹ CEB's response was filed in early 2018 by Gerald Woolverton (Woolverton) who had, as a volunteer, been donating time and money to keep the Station operating and who the Bureau later determined had been exercising *de facto* control of the Station in the role of CEB President because Nina Stewart was in poor health.¹⁰ Woolverton indicated that the Station's finances were dire, with the Station's utility bills unpaid and land in danger of foreclosure.¹¹ About this time the Bureau learned, through Commission inspections, of additional rule violations that arose with the failing health and

³ See Order, 35 FCC Rcd at 10237, para. 3; Consent Decree 35 FCC Rcd at 10244, para. 3.

⁴ 47 CFR § 73.318.

⁵ See *Calvary Ed. Broad. Network, Inc.*, Initial Decision, 8 FCC Rcd 4789, 4803-07, paras. 101, 117 (ALJ 1993), *aff'd.*, Memorandum Opinion and Order, 9 FCC Rcd 575, paras. 48-49 (Rev. Bd. 1994), *opportunity for further response*, Memorandum Opinion and Order, 9 FCC Rcd 1834 (Rev. Bd.), *aff'd in relevant part*, 9 FCC Rcd 6412 (Rev. Bd.) (*Order on Review*).

⁶ *Order on Review*, 9 FCC Rcd at 6412, para. 12. The Review Board stated that any need for continuing cable service would be reviewed with subsequent renewal applications, along with CEB's overall compliance with the blanketing rule. *Id.*

⁷ Order, 35 FCC Rcd at 10237, para. 3; Consent Decree, 35 FCC Rcd at 10245, para. 6. During the pendency of the renewal applications the Station was permitted to operate pursuant to section 558(c) of the Communications Act of 1934, as amended (Act). See 47 U.S.C. § 558(c).

⁸ Consent Decree, 35 FCC Rcd at 10246, paras. 8-9.

⁹ *Id.* at para. 9. The Station's primary transmitter was broken and unrepairable and it was operating with a back-up transmitter that was only partially functional. *Id.* at 10248, para. 14.

¹⁰ *Id.* at 10246, 10252, paras. 8, 26.

¹¹ *Id.* at 10246, para. 8. Woolverton claimed to have donated approximately \$53,500 between 2016 and 2018 to bring CEB's tax and electric bills current and stated that he had stopped foreclosure on the tower site by personally purchasing the Station's land. *Id.* at 10247, n.37.

finances of Nina Stewart including tower lighting outages that had not been properly reported to the Federal Aviation Administration (FAA), reduced power without authority, lack of station logs, and an incomplete public inspection file.¹²

In 2019, Woolverton sought Bureau consent to transfer control of CEB to a new governing board controlled by members of the Woolverton family. He argued that the station's compliance was improving under his leadership but acknowledged that problems remained.¹³ Woolverton expressed a desire to bring the Station into full Rule compliance but stated that CEB did not have the substantial funds necessary and that he would be unable to donate funds to CEB if uncertainty remained about whether CEB's license applications would be designated for hearing due to past violations.¹⁴ Woolverton, on behalf of CEB, contacted households that had received blanketing interference, including Smith, and offered to pay a small amount of money toward their cable bills in exchange for a release from their claims. No party accepted that offer.¹⁵

The Bureau and the proposed new CEB board entered into a Consent Decree in September 2020 in which CEB admitted to past rule violations and agreed to a plan for potential resolution without hearing.¹⁶ Pursuant to the Consent Decree, the Bureau granted CEB's applications to transfer control to the new board, to construct facilities with downgraded power, to operate with reduced power pursuant to special temporary authority pending completion of the downgrade, and to renew (conditioned upon compliance with the Consent Decree) the Station's license through February 1, 2021, when all radio stations in Missouri were set to expire.¹⁷ The Consent Decree provided, however, that the Bureau would leave pending for at least a year a future license renewal application that the Station, like all Missouri licensees, was due to file by October 1, 2020.¹⁸ Grant of the Application or, alternatively, automatic and permanent termination of the Station's operating authority, would depend upon CEB's performance during a one-year probationary period.¹⁹

¹² *Id.* at 10246-49, paras. 10-15.

¹³ *Id.* at 10247-48, para. 13.

¹⁴ *Id.* at 10248 paras. 12, 14.

¹⁵ *Id.* at 10246, para. 8.

¹⁶ *Id.* at 10250, para. 23. CEB stipulated in the Consent Decree that, absent its coming into compliance with the terms thereof, its admitted violations would be serious matters and/or a pattern of abuse, failing the renewal standard of section 309(k) of the Act, 47 U.S.C. § 309(k). The Rules violated include: (a) section 73.318 by failing to comply with Commission directives to resolve blanketing interference complaints; (b) section 17.6 with respect to tower lighting and related recordkeeping and notification requirements intended to protect air safety; (c) section 73.1400 governing transmitter operation; (d) sections 73.1350, 73.1800, 73.1840, and 73.1870 by failure to keep station logs; (e) section 73.1560(b) by operation at substantially reduced power without authority, thereby limiting the public's ability to receive public service programming and EAS signals; (f) sections 73.3615 and 73.3527(e)(4) by failure to file at least five ownership reports over a 10-year period; (g) section 73.3527(b)(2)(ii) by failure to maintain a complete public inspection file at the Station prior to March 1, 2018 and online as of March 1, 2018, especially with respect to lists of donors and issue-responsive programming; (h) section 73.3540 through a *de facto* transfer of control from the Stewarts to Woolverton on or about December 11, 2017 without prior Commission consent; and (i) section 1.17 through carelessness or negligence but without any intent to deceive, by falsely certifying to having a complete public file and to be in accordance with the blanketing rules. *Id.* at 10251-52, para. 26.

¹⁷ *Id.* at 10251, para. 25.

¹⁸ *Id.*, para. 24.

¹⁹ *Id.* at 10253, para. 29.

During the probationary period, CEB would attempt to bring the Station into full compliance with all broadcast rules, statutes, and policies (not just those for which it admitted past violations) and with the terms and conditions of the Consent Decree. CEB also agreed to take specific actions including, for example, to complete a downgrade of the Station's class and power which it expected to address the blanketing interference,²⁰ to place a prominent notice on its web site informing the public of its responsibility for addressing interference and to resolve any such complaints, to procure a new fully functioning transmitter, to train its staff to abide by operating and recordkeeping procedures established in a compliance manual written by counsel, to hire consultants to remediate tower lighting on an ongoing basis, to correct public inspection file violations, and to file periodic progress reports.²¹ CEB was required under the Consent Decree to report and explain any non-compliance within 15 days of discovery.²² The Bureau indicated that, although it ordinarily would have imposed a monetary civil penalty for the past violations admitted in the Consent Decree, it was not doing so because: (1) CEB had submitted financial documentation including tax returns demonstrating an inability to pay; and (2) the Bureau believed that CEB would best direct its limited resources to fulfilling obligations under the Consent Decree, which would require substantial expenditures.²³ The Consent Decree did not specifically reference or address reimbursement of residents for past satellite and cable service.²⁴

Under the terms of the Consent Decree, the Bureau must consider CEB's probation period performance and arrive at a "probationary outcome."²⁵ If the Bureau finds that CEB successfully brought the Station into full Rule compliance and if the Bureau also finds that the Application is otherwise grantable, the Bureau will grant the Application conditioned upon CEB's continued compliance with the Consent Decree, including continued filing of compliance reports through September 2025.²⁶ In making that determination the Bureau will, as with all license renewal applications, apply renewal standards and consider any submissions from the public.²⁷ Alternatively, if the Bureau determines that CEB did not achieve compliance, all of the Station's authorizations would automatically terminate without a hearing proceeding or administrative/judicial review, all of which CEB waived, the Station would be permanently removed from the air, and that the Bureau would dismiss the Application.²⁸

License Renewal Standards. As set forth below, we find that CEB has met the requirements for license renewal. It has satisfied the Consent Decree requirements by taking significant corrective actions to come into Rule compliance. None of its responses to standard questions on the Application raise any additional concerns. We have considered Smith's Objection but do not find any matter therein to preclude license renewal under applicable standards.

Section 309(k) of the Communications Act of 1934, as amended (Act), establishes that the

²⁰ The Station would downgrade from a directional, Class C1 station with 100 kW Effective Radiated Power (ERP) to become an omnidirectional, Class C2 station with 30 kW ERP.

²¹ Consent Decree, 35 FCC Rcd at 10254-60, para. 30.

²² *Id.* at 10260, para. 30(q).

²³ *Id.* at 10250, para. 18.

²⁴ However, in partially granting Smith's objections to the prior license renewal applications, the Bureau stated that the grant of the objections was limited to the Bureau's requiring CEB to take actions under the Consent Decree and that it was otherwise denying the objections. Order, 35 FCC Rcd at 10239, para. 11. Thus, to the extent that Smith's prior objections were based on reimbursement, the Bureau implicitly denied those arguments.

²⁵ Consent Decree, 35 FCC Rcd at 10254, para. 29(c).

²⁶ *Id.*

²⁷ *Id.* at 10253, para. 29(b). Smith filed her Objection to the Application on September 23, 2021.

²⁸ Order, 35 FCC Rcd at 10238, para. 5.

Commission, in order to renew the license of a broadcast station routinely, must determine that the station has had no serious violations and/or violations that, when taken together, constitute a pattern of abuse.²⁹ We first address CEB's performance under the Consent Decree because, as described previously, CEB has stipulated that its prior admitted violations would not satisfy the section 309(k) renewal standard absent required Consent Decree compliance actions, and that failure to come into compliance would result in termination of all Station authority.³⁰

Consent Decree Performance During Probation Period. CEB has, within the probationary period, taken all actions required under the Consent Decree. CEB modified its facilities by reducing power and class, applied for a covering license which the Bureau granted, and replaced its transmitter.³¹ CEB's compliance reports, which it has been filing quarterly, reflect that it is using its compliance manual, training its staff to follow the procedures therein, and having quarterly compliance meetings with counsel. The reports also show that CEB has been keeping daily technical logs of transmitter performance, checking its tower lighting, and consulting an engineer when a problem arises.³² CEB indicates that it engaged an engineer on a part-time basis during the probationary period and that, in response to some scheduling delays resulting from that part-time arrangement, it hired a full-time engineer in 2022.³³

The Bureau viewed the Station's web site several times following the Consent Decree. The site contains information, as required under the Consent Decree, about how the public can seek help from the station if they experience blanketing interference.³⁴ According to compliance reports filed with the Bureau, the Station has received no complaints about interference or any other matter during the probationary period or thereafter. It, thus, appears that the recently authorized reduction in power and the transmitter replacement have been effective. CEB reports an inquiry (though not a complaint) from Smith during the probationary period. Specifically, CEB states that it received a telephone call on January 13, 2021 in which Smith reportedly asked for information about the power of the Station's new transmitter and sought assurance, which the Station provided, that CEB did not intend to return to the higher operating power used while the Stewarts were in control. CEB states that Smith indicated that she had not yet checked for broadcast interference at that time, but that CEB advised her that it would fix any interference she might discover if she called back to report it, and that Smith had not called back since.³⁵ Smith raises related concerns in her Objection, and we will address them below in that context.

With respect to tower lighting and marking, the Station's reports show that CEB monitored tower lighting during the probationary period forward and, upon noticing a problem notified the FAA and took corrective action within FAA deadlines.³⁶ The reports also show that CEB repainted the tower during the

²⁹ 47 U.S.C. § 309(k).

³⁰ *See supra* at 3, note 16.

³¹ *See* Application File No. 0000122629 (filed Sept. 28, 2020, granted Sept. 29, 2020).

³² *E.g.*, Compliance Rep. 3 (Jun. 12, 2021).

³³ Compliance Rep. 8 (Sept. 15, 2022).

³⁴ *See* <https://www.koksradio.org/public-notice.php> (accessed Dec. 29, 2022). We note that the Station's web site also indicates that CEB voluntarily participated in the Missouri Association of Broadcasters' Alternative Broadcast Inspection Program during the probationary period, although not required to do so under the Consent Decree, and received a certificate of compliance from that organization, valid through November 2023.

³⁵ Compliance Rep. 2 (Mar. 14, 2021).

³⁶ *See, e.g.*, Compliance Rep. 4 (Sept. 5, 2021) (light extinguished and replaced), Compliance Rep. 5 (Jan. 2, 2022) (non-blinking middle light repaired).

probationary period at a reported cost of \$10,000.³⁷

The Station's online public inspection file for the probationary period (and through present) is complete, including those elements for which there were prior violations. For example, CEB filed a biennial ownership report in October 2021; the next report is not due until October 2023. CEB placed donor lists in the file each quarter. CEB's Issues/Programs lists during the period improved in format and reflect that the station has expanded its informational programming in terms of length, type, and source.³⁸

CEB reported some issues of non-compliance during the probation period, all concerning late filings. For example, CEB was late in reporting that it operated at reduced power for 12 days from February 11-23, 2021, when the tower froze in an ice storm.³⁹ CEB was approximately two weeks late in filing a compliance report for Fourth Quarter 2021 due to a family health emergency which it states was related to the COVID pandemic. Late-filing of information also continued after the probationary period. For example, CEB was late in placing its issues/programs and donor lists for Third Quarter 2022 in its online public inspection file, reportedly due to trouble accessing needed information following replacement of its computers. Although these matters are not so "serious" as to prevent license renewal under Section 309(k) of the Act and CEB provides explanations for the lateness, we find that CEB must promptly improve the timeliness of its filings with the Commission. Such improvement should not be difficult. We will require that CEB amend its existing compliance plan, perhaps with the assistance of counsel or another consultant, to meet deadlines even if unexpected emergencies arise.⁴⁰ CEB must devise the plan within 60 days and place the details of that plan in the "FCC Investigations or Complaints" section of its online public inspection file within 14 days thereafter. CEB must also continue to report any non-compliance within 15 days under the terms of the Consent Decree. Failure to meet future deadlines on a regular basis could result in sanctions.

Probationary Outcome. As set forth above, we find that CEB has met its obligations under the Consent Decree. Accordingly, CEB's "probationary outcome" is satisfactory and further consideration of its license renewal Application can proceed. We next consider whether there are any other matters, including petitions and objections, potentially affecting the Application. None of CEB's answers to the questions on the renewal form raise any additional concerns. The Application is, however, contested as a result of Smith's Objection, which we consider below.

Smith Objection. We find that Smith's Objection does not raise any matter that would prevent favorable action on the Application. Smith does not allege that CEB failed to comply with the Consent

³⁷ *Id.*

³⁸ Prior to the Consent Decree, CEB's issues/programs lists reported a single 30-minute daily syndicated program, Focus on the Family, covering a variety of topics. Following the Consent Decree its issues/programs lists also include three new programs on issues related to local health, public safety, and federal benefits. Specifically, The Butler County Highway Patrol Safety Program is a live local program aired once monthly at 10 a.m. for 45-60 minutes; The Butler County Health Department is a live local program broadcast once monthly for 30 minutes; and a Social Security Program is a national program airing weekly for 3 to 15 minutes. In addition, the Station states that it has added daily local public service announcements.

³⁹ Compliance Rep. 3 (Jun. 12, 2021), Compliance Rep. 2 (Mar. 14, 2021), 47 CFR §§ 73.1560, 1740(a)(4) (requiring notification of limited operations lasting for more than 10 days).

⁴⁰ For example CEB might, on a secondary basis, delegate responsibility to others who it has made aware of the filing deadlines and has provided with access to any information needed to meet those requirements.

Decree or has committed any new violation of the Rules.⁴¹ Rather, she argues that the changes CEB has made under the Consent Decree are “too little, too late.”⁴² Smith raises two main concerns. First, she states that CEB has not reimbursed her for years of satellite service which she obtained while the Station was causing interference to her television signals. Second, she is concerned that CEB might in the future sell the Station to someone who might attempt to increase power back to that which existed under former management. She asks whether the Bureau can guarantee that will not happen.⁴³

We will not require CEB’s new management to reimburse Smith for the satellite service she obtained in response to blanketing interference under former management. It is certainly unfortunate that Smith experienced long term interference, incurred satellite expenses, and that CEB did not reimburse as the Stewarts had proposed. Nevertheless, Smith is incorrect in her contention that reimbursement is a requirement of Commission Rules. The Rules require stations to remedy interference, which is generally accomplished through engineering solutions.⁴⁴ Reimbursement for cable and satellite was a creative, short-term option proposed by CEB in 1994, as a potential compliance alternative solely for the instant Station. The FCC’s Review Board did not view the potential reimbursement as a permanent, ongoing measure but, rather, as a basis for grant of one license renewal application in the early 1990s. Thus, the Review Board stated that the Commission would reevaluate the matter in connection with subsequent license renewal applications.⁴⁵

When the Bureau evaluated CEB’s 1995, 2005, and 2012 license renewal applications and granted them pursuant to the Consent Decree in 2020, the Bureau did not add a cable/satellite reimbursement requirement, consistent with CEB’s documented financial difficulties. Smith argues in her Objection that KOKS is not a “poor station” and should be required to reimburse her from funds Woolverton purportedly obtained from a recent sale of some of the Station’s land.⁴⁶ We disagree. NCE stations are licensed to non-profit organizations, not to individuals.⁴⁷ The record reflects that the Station’s licensee, CEB, is a financially fragile corporation that relies on donations, with essential bills having gone unpaid under prior management, and Woolverton personally purchasing land once belonging to CEB to prevent bank foreclosure.⁴⁸ If, as Smith alleges, Woolverton later sold some of the land that he purchased as an individual, the proceeds would belong to him personally and not to CEB. While corporate laws vary from state to state, it is a generally recognized business principle that officers or directors of a

⁴¹ With respect to blanketing interference, Smith believes that “we most likely do have radio interference” but does not state that she has actually checked for such interference, identify any stations she cannot receive, or indicate that she has made an interference complaint to the Station under its new management. *See* Objection at 1. Rather, she states that her household no longer listens to the radio because prior interference from the Station limited her household’s ability to receive listenable service for many years and her radio-listening children are now adults no longer at home. *Id.*

⁴² *Id.*

⁴³ *Id.* at 2.

⁴⁴ The Rules anticipate restoration of over-the-air service and, thus, contain no mention of reimbursement for service by other delivery methods. *See* 47 CFR § 73.318. In 1994, the Review Board accepted a proposal by CEB’s former management that in especially difficult situations where CEB could not arrive at an engineering solution, it could be considered in compliance if it reimbursed affected parties for cable or satellite service.

⁴⁵ *See Order on Review*, 9 FCC Rcd at 6412, para. 12.

⁴⁶ *See* Objection at 1-2.

⁴⁷ 47 CFR § 75.503(a).

⁴⁸ Consent Decree, 35 FCC Rcd at 10247, n.37.

corporation are not personally liable for corporate debts.⁴⁹ Accordingly, even if we were to assume for sake of argument that CEB wrongfully failed to reimburse Smith in the 1990s and that such a claim is not time-barred, we would not accept her suggestion that action on the Station's 2020 license renewal Application is dependent upon Woolverton's use of his personal assets to reimburse Smith for a CEB failure that occurred years before he became associated with the corporation.

Smith's second concern is that the Station might increase power if sold to another entity. This concern is speculative and not material to our review of the Application because license renewal decisions are based on past performance. In any event, we note that existing Commission procedures would address Smith's concerns. First, CEB agreed in the Consent Decree that its terms would be binding on any successors and assignees.⁵⁰ Second, CEB would not be able to sell or upgrade the Station unilaterally; it would need Commission consent.⁵¹ In an application for consent to assign a license, the potential assignee must demonstrate its qualifications and any interested party, including Smith, would have an opportunity to object. Similarly, any NCE licensee desiring to increase power through a minor facility change would have to file an application making appropriate engineering showings.⁵² Again, there would be an opportunity for public input. If a power increase were approved, Commission Rules would require the licensee to address any interference caused by the upgraded facilities.⁵³ We recognize that this requirement has not worked well for Smith in the past because the Stewarts had neither the expertise nor finances to comply with blanketing remediation requirements. That is, however, highly unusual. In our experience, licensees do satisfy the requirement to remediate any blanketing interference following a facility modification.

Ordering Clauses.

Accordingly, IT IS ORDERED that the application of Educational Broadcasting Network, Inc. to renew the license of station KOKS(FM), Poplar Bluff, Missouri license renewal application (File No. 0000122765) IS GRANTED with the following CONDITIONS:

Grant of this license is conditioned upon the licensee's continued compliance with the Consent Decree published at 35 FCC Rcd 10243- 63, including but not limited to the requirements to abide by a compliance plan and to file compliance reports in accordance with para. 30 thereof. This requirement shall remain in effect through September 15, 2025.

Grant of this license is conditioned upon licensee's amendment of its compliance plan within the next 60 days to establish procedures for meeting all Commission filing deadlines even if unexpected emergencies arise. Licensee shall file the revised section of the plan in the "FCC Investigations or Complaints" section of its online public inspection file within 14 days thereafter. Licensee shall report any non-compliance within 15 days of discovery, as provided by the Consent Decree. The annual compliance reports due under para. 30 of the Consent Decree shall also include a section identifying any missed filing deadlines.

⁴⁹ See generally *George E. Cameron, Jr. Communications*, Decision, 91 FCC2d 870, 903 (Rev. Bd. 1982), *recon. denied*, 93 FCC2d, 789 (Rev. Bd. 1984), *app. for review dismissed*, 56 RR2d 825 (1985) (discussion in license renewal case the personal liability of licensee's principals for station debts because licensee was formed as a partnership rather than as a corporation).

⁵⁰ Consent Decree, 35 FCC Rcd at 10262, para. 38.

⁵¹ 47 CFR § 73.7540. CEB has specifically recognized this obligation. See Consent Decree, 35 FCC Rcd at 10258, para. 30(j).

⁵² 47 CFR §§ 73.1690(b)(6)(1), 73.3538.

⁵³ *Id.* § 73.318.

IT IS FURTHER ORDERED that the informal objection of Doris Smith IS DENIED.

Sincerely,

Albert Shuldiner
Chief, Audio Division
Media Bureau