

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

In re Applications of)	NAL/Acct. No. MB-202441410021
)	
Route 66 Broadcasting, LLC)	FRN: 0007683287
)	Facility ID No. 56339
for Consent to Transfer of Control of Station)	Application File No. 0000205739
KZKE(FM), Seligman, Arizona, from Joseph E.)	
Hart (Deceased) (Transferor) to Trisha K. Hart,)	
Trustee of the 2 Bits Family Trust, et al.)	
(Transferees))	
)	
and)	
)	
Grand Canyon Gateway Broadcasting, LLC)	FRN: 0006969737
)	Facility ID Nos. 64357 and 201680
for Consent to Transfer of Control of Stations)	Application File No. 0000205736, et al.
KYET(AM), Golden Valley, Arizona, and)	
K222CZ, Golden Valley, Arizona, from Joseph E.)	
Hart (Deceased) (Transferor) and Rhonda K. Hart)	
(Deceased) (Transferor) to Trisha K. Hart, Trustee)	
of the 2 Bits Family Trust, et al. (Transferees))	

ORDER

Adopted: December 23, 2024

Released: December 23, 2024

By the Chief, Audio Division, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and the above-referenced licensees (collectively, the Licensees). The Consent Decree resolves issues arising from the Bureau’s review of the captioned applications (Voluntary Transfer Applications).¹

2. In the course of processing the Voluntary Transfer Applications, the Bureau staff found that unauthorized transfers of control occurred prior to the filing of the Applications. Pursuant to the terms of the Consent Decree, Licensees stipulate that they violated section 310(d) of the Communications Act of 1934, as amended (the Act),² and sections 73.3540 and 73.3541 of the Commission’s rules (Rules).³ Licensees submit financial documentation to the Bureau, including federal tax returns for the years 2020-2022, to support a reduction of the Consent Decree’s civil penalty based upon Licensees’ inability to pay. The \$7,500 civil penalty set forth in the Consent Decree reflects consideration of Licensees’ documented inability to pay.

3. The Consent Decree requires, among other things, that the Licensees make a seven thousand five hundred dollar (\$7,500) civil penalty payment to the United States Treasury and undertake

¹ Application File Nos. 0000205739, and 0000205736 et al. (filed Dec. 20, 2022). See Broadcast Applications, Public Notice, Report No. PN-1-221222-01, at 5 (MB Dec. 22, 2022); Broadcast Applications, Public Notice, Report No. PN-1-221229-01, at 2-3 (MB Dec. 29, 2022).

² 47 U.S.C. § 310(d).

³ 47 CFR §§ 73.3540, 73.3541.

a three-year compliance plan to prevent future, similar violations. A copy of the Consent Decree is attached hereto and incorporated by reference.

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 investigation of potential violations of the Rules and the Act in connection with the Voluntary Transfer Applications.

5. Based on the record before us, we conclude that nothing in the record creates a substantial and material question of fact as to whether the Licensees possess the basic qualifications to be Commission licensees.

6. ACCORDINGLY, IT IS ORDERED that, pursuant to section 4(i) of the Act,⁴ and by the authority delegated by sections 0.61 and 0.283 of the Rules,⁵ the Consent Decree attached hereto IS ADOPTED without change, addition, or modification.

7. IT IS FURTHER ORDERED that the investigation by the 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 counsel for the Licensees, Seth L. Williams, Esq., 1300 North 17th Street, Suite 1100, Arlington, VA 22209.

9. IT IS FURTHER ORDERED that pursuant to section 73.3526(e)(10) of the Rules,⁶ a copy of this Order and Consent Decree and as otherwise required all related investigatory materials SHALL BE RETAINED in each of the above-captioned Stations' online public inspection file until grant of the next license renewal application.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

⁴ 47 U.S.C. § 4(i).

⁵ 47 CFR §§ 0.61, 0.283.

⁶ *Id.* § 73.3526(e)(10).

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CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by and between the Media Bureau (Bureau) of the Federal Communications Commission and the Licensees (as defined below), for the purpose of terminating the Bureau’s investigation concerning compliance with section 310(d) of the Communications Act of 1934, as amended, 47 U.S.C. § 310(d), and sections 73.3540 and 73.3541 of the Commission’s rules, 47 CFR §§ 73.3540 and 73.3541.

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) “Bureau” means the Media Bureau of the Federal Communications Commission;
 - (d) “Civil Penalty” means the payment Licensees have 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) “Effective Date” means the date on which the Bureau releases the Adopting Order;
 - (g) “GCGB” means Grand Canyon Gateway Broadcasting, LLC, licensee of stations KYET(AM), Golden Valley, Arizona, and K222CZ, Golden Valley, Arizona;

- (h) “Investigation” means the Bureau’s investigation of information contained in the Voluntary Transfer Applications, as detailed herein;
- (i) “Involuntary Transfer of Control Rule” means 47 CFR § 73.3541;
- (j) “Licensees” mean collectively, Route 66 Broadcasting, LLC, Grand Canyon Gateway Broadcasting, LLC, and their affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest;
- (k) “Parties” means the Licensees and the Bureau;
- (l) “Route 66” means Route 66 Broadcasting, LLC, licensee of station KZKE(FM), Seligman, Arizona;
- (m) “Trust” means the 2 Bits Family Trust;
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations;
- (o) “Violations” mean the violations of the Voluntary Transfer of Control Rule, Involuntary Transfer of Control Rule, and section 310(d) of the Act;
- (p) “Voluntary Transfer Applications” means the FCC Form 2100, Schedule 315 applications for consent to the voluntary transfer of control of the licensees of the broadcast stations associated with Application File Nos. 0000205739 and 0000205736 et al.; and
- (q) “Voluntary Transfer of Control Rule” means 47 CFR § 73.3540.

III. BACKGROUND

3. Section 310(d) of the Act, provides in pertinent part:

No construction permit or station license, or any rights thereunder, shall be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any corporation holding such permit or license, to any person except upon application to the Commission and upon finding by the Commission that the public interest, convenience, and necessity will be served thereby.⁷

4. The Voluntary and Involuntary Transfer of Control Rules implement section 310(d) of the Act.⁸ The Voluntary Transfer of Control Rule states, in pertinent part, that “[p]rior consent of the FCC must be obtained for a voluntary assignment or transfer of control.”⁹ The Involuntary Transfer of Control Rule stipulates that:

The FCC shall be notified in writing promptly of the death or legal disability of an individual permittee or licensee, a member of a partnership, or a person directly or indirectly in control of a corporation which is a permittee or licensee.

Within 30 days after the occurrence of such death or legal disability, an application on FCC Form 316 shall be filed requesting consent to involuntary assignment of such permit or license or for involuntary transfer of control of such corporation to a person or entity legally qualified to succeed to the foregoing interests under the laws of the place having jurisdiction over the estate

⁷ 47 U.S.C. § 310(d).

⁸ 47 CFR §§ 73.3540, 73.3541.

⁹ *Id.* § 73.3540(a).

involved.¹⁰

It is well-settled that “control” as used in the Act and the Voluntary and Involuntary Transfer of Control Rules encompasses all forms of control, actual or legal, direct or indirect, negative or affirmative, and that passage of *de facto* as well as *de jure* control requires the prior consent of the Commission.¹¹

5. Joseph Hart held 100% of the voting and equity interest in Route 66. Joseph Hart and Rhonda Hart each held a 50% voting and equity interest in GCGB. On November 5, 2012, Joseph Hart assigned his interest in Route 66 to the Trust without prior Commission consent.¹² On the same day, Joseph Hart and Rhonda Hart each assigned their interest in GCGB to the Trust without prior Commission consent.¹³ Joseph Hart and Rhonda Hart served as the initial co-trustees of the Trust, each with the ability to bind the Trust.¹⁴ After Joseph Hart passed away on September 11, 2022, the Licensees did not promptly notify the Commission of his death, or file applications for the transfer of control to Rhonda Hart, as sole trustee of the Trust, within 30 days.¹⁵ On October 20, 2022, Trisha Hart became co-trustee of the Trust,¹⁶ thus acquiring control of the Licensees, without prior Commission consent. On December 20, 2022, the Licensees filed the Voluntary Transfer Applications.¹⁷

6. Based on the foregoing, the Bureau commenced the Investigation and suspended processing of the Voluntary Transfer Applications. The Parties acknowledge that any proceedings that might result from the Violations would be time-consuming and require a substantial expenditure of public and private resources. In order to conserve such resources, resolve the matters, and promote compliance with the Rules, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

IV. TERMS OF AGREEMENT

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

8. **Jurisdiction.** Licensees agree that the Bureau has jurisdiction over them and the matters contained in this Consent Decree and 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 defined herein. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Licensees agree that they are required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. 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

¹⁰ *Id.* § 73.3541.

¹¹ *See, e.g., Stereo Broadcasters, Inc.*, 55 FCC 2d 819, 821 (1975) (citing *WWIZ, Inc.*, 36 FCC 561 (1964)), *modified*, 59 FCC 2d 1002 (1976).

¹² *See* Application File No. 0000205739, Attach., Agreement Exhibit.

¹³ *See* Application File No. 0000205736, Attach., Agreement Exhibit.

¹⁴ *See supra* notes 6-7.

¹⁵ *Id.*

¹⁶ *Id.* As co-trustees, Trisha Hart and Rhonda Hart each had the ability to act independently of the other co-trustee. *Id.*

¹⁷ *See* Broadcast Applications, Public Notice, Report No. PN-1-221222-01, at 5 (MB Dec. 22, 2022); Broadcast Applications, Public Notice, Report No. PN-1-221229-01, at 2-3 (MB Dec. 29, 2022). On December 6, 2023, Rhonda Hart passed away, making Trisha Hart the sole trustee of the Trust. *See, e.g.,* Application File No. 0000205736, Attach., Amendment Exhibit.

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 the termination of the Investigation, the Licensees agree to the terms, conditions, and procedures contained herein.

11. The Bureau further agrees that, in the absence of new material evidence, it will not use the Violations or the existence of this Consent Decree in any action against Licensees concerning the matters that were the subject of the Investigation, provided that the Licensees satisfy all of their obligations under this Consent Decree. In the event that the Licensees fail to satisfy any of their obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to each Violation, and/or the violation of this Consent Decree.

12. Admission of Liability. Licensees stipulate that their actions described in Paragraph 5 violated section 310(d) of the Act and sections 73.3540 and 73.3541 of the Rules.

13. Civil Penalty. Licensees agree to collectively pay the Civil Penalty to the United States Treasury in the amount of seven thousand five hundred dollars (\$7,500) as follows: Licensees shall pay the Civil Penalty in three consecutive quarterly installments (each an Installment Payment). The first Installment Payment in the amount of two thousand five hundred dollars (\$2,500) is due within thirty (30) calendar days of the Effective Date. Thereafter, subsequent Installment Payments of two thousand five hundred dollars (\$2,500) will be due within one hundred and twenty (120) calendar days from the Effective Date, and two hundred and ten (210) calendar days from the Effective Date. Licensees acknowledge and agree 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 1996.¹⁸

14. Payment. Licensees will also send electronic notification of payment to Joseph Cohen at Joseph.Cohen@fcc.gov and Olivia Hill at Olivia.Hill@fcc.gov on the date said payment is made. 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),¹⁹ or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:²⁰

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed FCC 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).²¹ 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

¹⁸ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹⁹ Payments made using CORES do not require the submission of an FCC Form 159.

²⁰ 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.

²¹ Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

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 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” 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, Licensees shall designate a Compliance Officer who will administer the Compliance Plan, supervise Licensees’ compliance with the Act and the Rules, and serve as the point of contact on behalf of Licensees for all FCC-related compliance matters.

16. **Compliance Plan.** Licensees agree that they shall, within 30 calendar days after the Effective Date, develop, implement, and maintain for a period of three (3) years a Compliance Plan designed to ensure future compliance with the Act and the Rules. 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 employees and others who perform duties for the Licensees that triggers or may trigger compliance-related responsibilities. The Compliance Manual shall include: (1) an overview of the Commission’s requirements with respect to applications for assignment or transfer of control of FCC licenses, including the need for prior approval for license assignments and transfers of control as set forth in the Rules; and (2) a description of the regulatory requirements applicable to the accurate reporting of information in assignment and transfer of control applications as set forth in the Rules. Licensees shall update the Compliance Manual from time to time to reflect changes to relevant sections of the Act, Rules, and Commission orders, and as otherwise needed.
- b. **Compliance Training Program.** Within 90 days of the Effective Date, Licensees shall begin administering a Compliance Training Program for employees and others who perform duties for the Licensees related to assignment and transfer of control applications. This Compliance Training Program shall be completed for all such employees within one hundred and twenty (120) days of the Effective Date. This Compliance Training Program shall also be presented to new employees who are engaged in such activities, within the first sixty (60) calendar days of employment. This Compliance Training Program shall track the Compliance Manual, focusing on proper implementation of the Compliance Manual.
- c. **Compliance Reports.** Licensees shall submit a Compliance Report to the Commission

90 days after the Effective Date and annually thereafter on the anniversary of the Effective Date for a period of three (3) years. Each Compliance Report will include a certification by the Compliance Officer, as an agent of and on behalf of Licensees, attesting to personal knowledge that: (1) Licensees have complied with subsections (a) and (b) of this Paragraph; and (2) Licensees are not aware of any instances of non-compliance with the Consent Decree, section 310(d) of the Act, or sections 73.3540 and 73.3541 of the Rules. The certification must comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein. If the Compliance Officer cannot provide the requisite certification, then the Compliance Officer shall provide the Commission with a detailed explanation of: (i) any instances of non-compliance with this Consent Decree and the Act or Rules, and (ii) the steps that Licensees have taken or will take to remedy each instance of non-compliance and ensure future compliance, and the schedule on which proposed remedial actions will be taken. A copy will be served on Christopher Clark, Assistant Chief, Audio Division, FCC Media Bureau, at Christopher.Clark@fcc.gov.

17. **Qualifications; Agreement to Grant.** The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether the Licensees possess the basic qualifications, including those relating to character, to hold a Commission license or authorization. Accordingly, the Bureau agrees to grant the Voluntary Transfer Applications after the Effective Date, provided that the following conditions have been met: 1) the first payment of the Civil Penalty, referenced in paragraph 13 of this Decree, has been fully and timely satisfied; and 2) there are no issues other than the Violations that would preclude grant of the Voluntary Transfer Applications.

18. **Waivers.** Licensees agree to waive any and all rights they 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, provided the Consent Decree is adopted without change, addition or modification. If any 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, no Party will contest the validity of the Consent Decree or Adopting Order, and Licensees will waive any statutory right to a *trial de novo*. Licensees further agree to waive any claims they may otherwise have under the Equal Access to Justice Act²² relating to the Consent Decree or Adopting Order.

19. **Severability.** The Parties agree that if a court of competent jurisdiction renders any of the provisions of this Consent Decree unenforceable, such unenforceability shall not render unenforceable the 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.

20. **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.

21. **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 Licensees do not expressly consent), such provision will be superseded by such Rule or order.

22. **Successors and Assigns.** Licensees agree that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

23. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall

²² 5 U.S.C. § 504; 47 CFR §§ 1.1501-1530.

constitute a final settlement between the Parties with respect to the Investigation.

24. **Termination Date.** The obligations to which the Licensees are subject pursuant to this Consent Decree shall terminate 60 days after the filing of the final Compliance Report referenced above, provided the Bureau is satisfied that the Licensees have demonstrated substantial compliance with its obligations to the terms of the Consent Decree. If the Bureau is not satisfied that the Licensees have demonstrated substantial compliance with the terms of the Consent Decree, the Bureau may, within its sole discretion and authority, extend the termination date of this Consent Decree for up to an additional 24 months.

25. **Modifications.** This Consent Decree cannot be modified or amended without the advance written consent of all 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 Party 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 counterparts and/or electronically and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed electronically or by original signatures.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**



By: _____
Albert Shuldiner, Chief, Audio Division

Date: 12/20/2024

**Route 66 Broadcasting, LLC and Grand Canyon
Gateway Broadcasting, LLC**

By: _____
LLC Member

Date: _____

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**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Albert Shuldiner, Chief, Audio Division

Date: _____

**Route 66 Broadcasting, LLC and Grand Canyon
Gateway Broadcasting, LLC**

By: *Misha Hart*
LLC Member Manager

Date: 12-18-2024