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

In the Matter of)	
Wand of Cod Fallowshin Inc)	EDN. 0001942607
Word of God Fellowship, Inc.)	FRN: 0001843697
)	Acct. No. 202541420007
Application for License to Cover of)	Facility ID No. 47719
Low Power Television Station WKDC-LD,)	LMS File No. 0000266922
Columbia, South Carolina)	

ORDER

Adopted: June 26, 2025

Released: June 26, 2025

By the Chief, Video Division, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Video Division, Media Bureau (Bureau) and Word of God Fellowship, Inc. (WOG), licensee of low power television station WKDC-LD, Columbia, South Carolina (Station). The Consent Decree terminates the Bureau's investigation¹ into apparent violations of sections 73.3536(a), 73.3598(a) and 73.1745(a) of the Commission's rules (Rules) and section 301 of the Communications Act of 1934, as amended (Act).² Sections 73.3536(a) and 73.3598(a) of the Rules require a station to file a timely application for license to cover following construction of a station's facility.³ Section 73.1745(a) of the Rules and section 301 of the Act require a station to operate pursuant to the terms a valid authorization and prohibit unauthorized operations.⁴ We find through adoption of the Consent Decree that the investigation should be terminated and that grant of the Station's application for license to cover⁵ is in the public interest.

2. The Bureau and WOG have negotiated the terms of the attached Consent Decree in which WOG agrees to make a voluntary contribution to the United States Treasury in the amount of Thirteen Thousand Dollars (\$13,000). 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 investigations described in paragraph 1 and granting the License Application. In absence of new material evidence relating to this matter, we also conclude that nothing in the record creates a substantial and material question of fact as to whether the Licensee possesses the basic qualifications to remain a Commission licensee. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. **ACCORDINGLY, IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,⁶ and by the authority delegated by sections 0.61, 0.204, and

¹ See Consent Decree at paras. 3-6 (describing the facts of the "investigation" related to the Station's apparent failure to file a timely license to cover and unauthorized operation).

² 47 CFR §§ 73.3536(a), 73.3598(a), and 73.1745(a); 47 U.S.C. § 301.

³ 47 CFR §§ 73.3536(a) and 73.3598(a).

⁴ 47 CFR § 73.1745(a); 47 U.S.C. § 301.

⁵ LMS File No. 0000266922 (filed Feb. 20, 2025) (License Application).

⁶ 47 U.S.C. § 154(i).

1.93(b) of the Commission's rules,⁷ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification, and incorporated by reference.

4. **IT IS FURTHER ORDERED** that, the investigatory matters noted above **ARE TERMINATED** in accordance with the terms of the attached Consent Decree.

5. **IT IS FURTHER ORDERED** that the application for license to cover for low power television station, WKDC-LD, Columbia, South Carolina, LMS File No. 0000266922, **IS GRANTED** in accordance with the terms of the attached Consent Decree.⁸

6. **IT IS FURTHER ORDERED** that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Word of God Fellowship, Inc., Arnold Torres, 3901 Highway 121, Bedford, TX 76021 and by e-mail to <u>Arnold.torres@daystar.com</u>. A copy will also be sent to WOG's counsel, Mark Denbo, Esq. by e-mail to <u>mdenbo@fccworld.com</u>.

FEDERAL COMMUNICATIONS COMMISSION

Barbara A. Kreisman Chief, Video Division Media Bureau

⁷ 47 CFR §§ 0.61, 0.204, and 1.93(b).

⁸ The Bureau, on staff action, granted the station's request for waiver of 47 CFR § 73.3598(e) and reinstatement of the Station's expired displacement construction permit on February 2, 2024. *See* Consent Decree at para. 4. Based on a technical analysis, we find that grant of the License Application would not prejudice any other applicant or Commission action. *See, e.g., Clear Channel Broadcasting Licenses, Inc.*, Memorandum Opinion and Order, 26 FCC Rcd 7153, 7157, para. 11 (2011) (upholding as proper the Bureau's practice of processing a late-filed covering license application for facilities fully completed by the construction deadline through the waiver process); *Radio Two, LLC, FM Translator Station DK298DF, Pineville, Louisiana*, Memorandum Opinion and Order, FCC 25-19 (Mar. 25, 2025) (*Pineville MO&O*) (permitting reinstatement of an expired construction permit and grant of a late-filed license application subject to specific factors and sanction as appropriate). In addition, the License Application was placed on public notice, which includes a copy of its waiver request, and no objections were received. *See* Daily Digest Applications Public Notice, PN-1-250224-01 (Feb. 24, 2025); *see also Pineville MO&O*, para. 17 (instructing the Bureau to place a late-filed license to cover application and related waiver request on public notice so that affected parties may comment on potential prejudice that could result from grant).

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Application for License to Cover of)	Facility ID No. 47719
Low Power Television Station WKDC-LD,)	LMS File No. 0000266922
Columbia, South Carolina)	

CONSENT DECREE

1. The Video Division, Media Bureau of the Federal Communications Commission (hereafter Bureau, as defined below) and Word of God Fellowship, Inc. (hereafter Licensee, as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into the Licensee's compliance with sections 73.3598(a), 73.3536, and 73.1745(a) of the Commission's rules (hereafter Rules, as defined below)¹ and section 301 of the Communications Act of 1934, as amended (hereafter Act, as defined below),² relating to its failure to timely file a license to cover application and subsequent unauthorized operation of the Station. To resolve these matters, the Licensee agrees to make a voluntary contribution to the United States Treasury in the amount of Thirteen Thousand dollars (\$13,000). The Bureau agrees to terminate its investigation, and grant the Station's above-captioned pending license application, subject to the terms and conditions set forth below.

I. **DEFINITIONS**

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
 - (a) "2020 STA" means the special temporary authorization granted on December 2, 2020 and that expired on June 2, 2021 LMS File No. 0000125963.
 - (b) "2025 STA" means the engineering special temporary authorization granted on February 26, 2025 and that is scheduled to expire on August 25, 2025 – LMS File No. 0000266662.
 - (c) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq.
 - (d) "Adopting Order" means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (e) "Bureau" means the Media Bureau of the Federal Communications Commission.
 - (f) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.

² 47 U.S.C. § 301.

¹ 47 CFR §§ 73.3598(a), 73.3536, and 73.1745(a), respectively. *See* 47 CFR § 74.780(ff) (applying 47 CFR § 73.3536 to LPTV stations). Effective October 24, 2022, 47 CFR § 74.788 of the Commission's rules was eliminated and found by the Commission to be duplicative with 47 CFR § 73.3598 of the Rules. *See* 87 FR 58200 (Oct. 24, 2022); *In the Matter of Amend. of Parts 73 and 74 of the Commission's Rules to Establish Rules for Digital Low Power Television and Television Translator Stations, Update of Parts 74 of the Commission's Rules Related to Low Power Television and Television Translator Stations, 37 FCC Rcd 8173 (2022); 47 CFR § 74.780(bbb) (making 47 CFR § 73.3598 applicable to all TV translator and LPTV stations).*

- (g) "Displacement CP" means the application and authorization for displacement which was granted on September 27, 2018 and expired on September 27, 2021 LMS File No. 0000054557.
- (h) "Division" means the Media Bureau's Video Division.
- (i) "Effective Date" means the date by which both the Bureau and the Licensee have signed the Consent Decree.
- (j) "Investigation" means the Bureau's examination of Licensee's apparent violations of 47 CFR §§ 73.3598(a), 73.3536, and 73.1745(a), and 47 U.S.C. § 301.
- (k) "License Application" means the application of Word of God Fellowship, Inc. for license of low power television station WKDC-LD, Columbia, South Carolina (Facility ID No. 47719), LMS File No. 0000266922, filed on February 20, 2025.
- (l) "Licensee" or means Word of God Fellowship, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (m) "Modification Application" means the applications for modification of construction permit application granted on February 22, 2024 and March 19, 2024 – LMS File Nos. 0000239500 and 0000241440, respectively.
- (n) "Parties" means the Licensee and the Bureau, each of which is a "Party."
- (o) "Petition" means the Petition for Reconsideration and Reinstatement filed by Word of God Fellowship, Inc., Pleading File No. 0000236654 (Jan. 25, 2024).
- (p) "Rules" means the Commission's regulations found in Title 47, Parts 73 and 74 of the Code of Federal Regulations.
- (q) "Station" means WKDC-LD, Columbia, South Carolina (Facility ID No. 47719).

II. BACKGROUND

3. The Station's channel 50 facility was displaced by the Incentive Auction and repacking process³ and as a result, the Licensee filed for and was authorized to change its channel from channel 50 to channel 16. The Displacement CP was granted on September 27, 2018 and expired on September 27, 2021. On December 2, 2020, the Station was granted the 2020 STA to operate on channel 16 with reduced power (to prevent interference to a full power television station). The 2020 STA expired on June 2, 2021, and was not extended. The Station commenced full power operation on or about the date the 2020 STA expired.

4. In December 2023, Division staff contacted the Licensee to determine the Station's operational status given that Commission records indicated it was still licensed to operate on Channel 50. In January 2024, the Licensee filed the Petition seeking waiver of section 73.3598(e) and reinstatement of the Displacement CP in order to file an application for license to cover to operate on channel 16. Based

³ See Incentive Auction Closing and Channel Reassignment Public Notice: The Broadcast Television Incentive Auction Closes; Reverse Auction and Forward Auction Results Announced; Final Television Band Channel Assignments Announced; Post-Auction Deadlines Announced, Public Notice, 32 FCC Rcd 2786 (2017); The Incentive Auction Task Force and Media Bureau Announce Procedures for Low Power Television, Television Translator and Replacement Translator Stations During the Post-Incentive Auction Transition, Public Notice, 32 FCC Rcd 3860 (IATF and MB 2017); Incentive Auction Task Force and Media Bureau Announce Post-Incentive Auction Transition, Public Notice, 32 FCC Rcd 3860 (IATF and MB 2017); Incentive Auction Task Force and Media Bureau Announce Post Incentive Auction Special Displacement Window April 10, 2018 Through May 15, 2018, And Make Location and Channel Data Available, Public Notice, 33 FCC 1234 (IATF and MB 2018); Incentive Auction Task Force and Media Bureau Extend Post Incentive Auction Special Displacement Window Through June 1, 2018, Public Notice, 33 FCC Rcd 3794 (IATF and MB 2018).

on the representations and showings included as part of the Petition,⁴ as well as the fact that the Station was involuntarily displaced as a result of the post-incentive auction repack, Division staff granted the Petition and reinstated the Displacement CP on February 2, 2024. Division staff also agreed to permit the Licensee to file a minor modification of the Displacement CP prior to the filing a license to cover application. On February 20, 2024, the Licensee filed the Modification Application, in which it proposed to correct the antenna coordinates and install a new antenna that its engineers had determined would provide better service to its coverage area. Although the Licensee had hoped to expeditiously file a license to cover application following grant of the Modification Application, due to unforeseen permitting and tower crew delays, the modified facility was not completed and the License Application was not filed until February 2025.⁵ In February 2025, the Licensee also filed and was granted the 2025 STA in order to operate its channel 16 facility during the pendency of this proceeding.

5. Sections 73.3536 and 73.3598(a) of the Rules require that an application for license must be filed upon completion of construction.⁶ Further, operation on channel 16 without authorization constituted unauthorized operation pursuant to section 73.1745(a) of the Rules⁷ and section 301 of the Act.⁸ The Licensee acknowledges that due to an administrative oversight it failed to timely file a license to cover and the Station operated without a valid authorization for nearly four years.⁹ The Licensee has informed the Bureau that it has undertaken internal measures to ensure that all of the Licensee's future license applications are filed on time.

6. In consideration of the unique facts and circumstances presented, including the fact that the Station was involuntarily displaced as a result of the post-incentive auction repack, the Bureau has negotiated the terms of this Consent Decree with the Licensee that terminates the Investigation and grants the License Application, subject to the terms and conditions set forth below. The Licensee has agreed to make a voluntary contribution in the amount of Thirteen Thousand dollars (\$13,000) to the U.S. Treasury.

III. TERMS OF AGREEMENT

7. <u>Adopting Order</u>. The Parties agree that the provisions of this Consent Decree shall be incorporated by reference by the Bureau in an Adopting Order without change, addition, deletion, or modification.

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. <u>Effective Date</u>. The Parties agree that this Consent Decree shall become effective on the Effective Date, as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

10. <u>Violations</u>. The Parties agree that any violation of the Adopting Order or the terms of this Consent Decree, in whole or in part, shall constitute a separate violation of a Commission order, entitling

⁷ 47 CFR § 73.1745(a).

⁸ 47 U.S.C. § 301.

⁴ In addition to a narrative, the Petition includes: (a) an invoice from Elettronika America USA Corp., which undertook and completed all of the technical work associated with the installation of the Station's channel 16 transmitter and antenna and associated with the Station at the ATC site; (b) sample lease payments and utility bills related to the Station's operation at its tower; and (c) a declaration from Arnold Torres, who certifies to overseeing all operations of the Licensee's stations, including the construction and operation of the Station.

⁵ See License Application, Narrative Exhibit at 3-4 and Declaration of Arnold Torres at 2-3.

⁶ 47 CFR §§ 73.3536 and 73.3598(a).

⁹ For purposes of this Consent Decree the period of unauthorized operation will be considered to be June 3, 2021 (the date following expiration of the 2020 STA) through February 13, 2025 (the date the 2025 STA was filed).

the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

11. <u>Admission</u>. The Licensee admits, for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 14 herein, that paragraphs 3 to 5 of this Consent Decree are a true and accurate discerption of the facts underlying the Investigation.

12. **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 and to take the actions specified in paragraph 16 of this Consent Decree. In consideration for the termination of the Investigation, the Licensee agrees to the terms, conditions, and procedures contained herein, including the actions specified in paragraph 14 of this Consent Decree. The Bureau further agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against the Licensee concerning the material evidence, it will not use the facts developed in the Investigation through the Effective Date 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 take any action on its own motion any proceeding, formal or informal, or take on its own motion any proceeding, formal or informal, or take 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.¹⁰

13. <u>Subsequent Investigations</u>. This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Licensee with the Rules or Act or from adjudicating complaints or other adjudicatory pleadings filed by third parties against the Licensee for alleged violations of the Communications Laws or for any alleged misconduct, regardless of when such misconduct took place. Further, except as expressly provided herein, the Licensee acknowledges that the Commission retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeiture, for any apparent willful and/or repeated violation by the Licensee of the Rules or Act. The Commission's adjudication of any complaints or potential will be based solely on the record developed in subsequent proceedings.

14. <u>Voluntary Contribution</u>. The Licensee agrees to make a payment to the United States Treasury in the amount of Thirteen Thousand dollars (\$13,000) within thirty (30) calendar days after the Effective Date. It also acknowledges and agrees that upon execution of this Consent Decree, the voluntary contribution shall become a "Claim" or "Debt" as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.¹¹ The Licensee shall send electronic notification of payment to VideoCompliance@fcc.gov on the date payment is made. Payment of the voluntary contribution must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),¹² or by wire transfer. Payments by check or money order are no longer accepted. Questions regarding payment procedures should be directed to the Financial Operations Group Help Desk by phone, 1-877-480-3201 (option #6), or by e-mail at <u>ARINQUIRIES@fcc.gov</u>. Below are instructions that the Licensee 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 FCC Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to <u>RROGWireFaxes@fcc.gov</u> 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

¹⁰ See 47 CFR § 1.93(b).

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.

having been received. When completing FCC Form 159, enter the Account Number captioned above 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).¹³ 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 Consent Decree. The bill number is the Acct. No. (e.g., Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678) captioned above. 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 Consent Decree. The bill number is the Acct. No. (e.g., Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678) captioned above. 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. <u>Event of Default</u>. The Parties agree that an "Event of Default" shall occur upon the failure by the Licensee to pay the full amount of the voluntary contribution on or before the due date specified in Paragraph 19. After an Event of Default has occurred under this Consent Decree, the unpaid amount of the voluntary contribution shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the voluntary contribution, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by the Licensee.

16. <u>Grant of License to Cover Application</u>. The Bureau agrees to grant the License Application within two business days following the Effective Date. Grant of the License Application will be conditioned on compliance with the terms set forth in paragraph 14 of this Consent Decree.

17. **Future Violation(s)**. The Licensee acknowledges that the Bureau retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation by the Licensee that occurs during the term of this Consent Decree.

18. <u>Waivers</u>. As of the Effective Date, the Licensee waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or

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

contest the validity of this Consent Decree and the Adopting Order. The Licensee shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, neither the Licensee nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Licensee shall waive any statutory right to a trial *de novo*. The Licensee hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹⁴ relating to the matters addressed in this Consent Decree.

19. <u>Severability</u>. 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.

20. <u>Invalidity</u>. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

21. <u>Subsequent Rule or Order</u>. The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which the Licensee does not expressly consent) or any federal law or regulation, that provision will be superseded by such Rule, Order, law, or regulation.

22. <u>Successors and Assigns</u>. The Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees unless otherwise agreed to by the Commission or Bureau.

23. <u>Final Settlement</u>. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

24. <u>Modifications</u>. This Consent Decree cannot be modified without the advance written consent of both Parties.

25. **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.

26. <u>Authorized Representative</u>. 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.

27. <u>**Counterparts**</u>. 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.

¹⁴ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

Federal Communications Commission

By:

Barbara A. Kreisman Chief, Video Division Media Bureau

Date

Word of God Fellowship, Inc.

By:

Arnold Torres Secretary

Date