

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

In re Application of	)	
	)	
FC New Orleans, Inc.	)	CD Acct. No.: MB-202541410006
For Renewal of License for	)	FRN: 0028130201
K250BA, New Orleans, LA	)	Facility ID No. 147981
	)	File No. 0000107154

**ORDER**

**Adopted: September 10, 2025**

**Released: September 10, 2025**

By the Chief, Audio Division, Media Bureau

1. The Media Bureau (Bureau) has before it the above-captioned application (Application) for renewal of the license for FM Translator station K250BA, New Orleans, Louisiana (Translator), which was filed on March 5, 2020 by FC New Orleans, Inc. (Licensee).<sup>1</sup> We also have before us an informal objection (Objection) to the Application filed by Crocodile Broadcasting Corporation, Inc.<sup>2</sup> For the reasons set forth below, we grant in part and deny in part the Informal Objection, and adopt the attached Consent Decree between the Bureau and Licensee. The Consent Decree resolves the Bureau's investigation into Licensee's compliance with sections 74.1231(b) and 74.1263(b) of the Commission's rules (Rules),<sup>3</sup> which requires FM translators to retransmit the signal of its primary station and prohibits the origination of programming. These same matters are the focus of the Objection and a January 17, 2020 inspection by the Enforcement Bureau.<sup>4</sup>

2. The Bureau and Licensee have negotiated the terms of the attached Consent Decree adopted herein, in which Licensee agrees to make a voluntary contribution of four thousand dollars (\$4,000) to the United States Treasury and undertake a three-year compliance plan to ensure that it operates in a manner that complies with the requirements related to operation of FM Translator stations. In exchange, the Bureau agrees to terminate its investigation into the matters discussed above in paragraph 1.<sup>5</sup> 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. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. We find that the Translator has served the public interest, convenience and necessity during its most recent license term and that grant of the Application is warranted pursuant to section

<sup>1</sup> See Application File No. 0000107154 (filed Mar. 5, 2020).

<sup>2</sup> See Pleading File No. 0000186526 (filed Mar. 11, 2022).

<sup>3</sup> 47 CFR §§ 74.1231(b), 74.1263(b).

<sup>4</sup> *FC New Orleans, Inc.*, Notice of Violation, File No. EB-FIELDSCR-19-00030256 (EB Feb. 10, 2020) (citing the Translator for violation of section 74.1263(b) of the Rules because, at the time of a January 17, 2020 inspection by an agent of the Enforcement Bureau's New Orleans office, the Translator was broadcasting although its primary station was not on air).

<sup>5</sup> See also Consent Decree at paras. 4-6.

309(k)(1) of the Communications Act of 1934, as amended (Act).<sup>6</sup> We also find that nothing in the record creates a substantial and material question of fact as to whether Licensee possess the basic qualifications to remain a Commission licensee. Accordingly, upon Licensee fully and timely satisfying its obligation to pay the voluntary contribution in the manner set forth in Paragraph 14 of the attached Consent Decree, we will grant the Application.

4. **ACCORDINGLY, IT IS ORDERED** that, pursuant to sections 4(i) of the Communications Act of 1934, as amended,<sup>7</sup> and by the authority delegated by sections 0.61, 0.204, 0.283, and 1.93(b) of the Rules,<sup>8</sup> the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

5. **IT IS FURTHER ORDERED** that, the investigation by the Media Bureau of the matters noted above **IS TERMINATED**, and the Informal Objection filed by Crocodile Broadcasting Company, Inc. on March 11, 2022, Pleading File No. 0000186526, **IS GRANTED IN PART AND OTHERWISE DENIED**.

6. **IT IS FURTHER ORDERED** that pursuant to section 74.1281 of the Rules, a copy of this Order and Consent Decree and all related investigatory materials **SHALL BE RETAINED** in the above-captioned Station's records until grant of the next license renewal application, which will be filed on or before February 1, 2028.

7. **IT IS FURTHER ORDERED** that, copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to FC New Orleans, Inc., 3401 Academy Drive, Metairie, LA 70003. Copies shall also be sent by email to Licensee, its representative, Mark B. Denbo, Smithwick & Belendiuk, P.C, and the objector, Crocodile Broadcasting Company, Inc.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner  
Chief, Audio Division

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<sup>6</sup> 47 U.S.C. § 309(k)(1). In evaluating an application for license renewal, the Commission's decision is governed by section 309(k) of the Act. 47 U.S.C. § 309(k). That section provides that the Commission shall grant the renewal application if, upon consideration of the application and pleadings, it finds that: (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations of the Act or the Rules; and (3) there have been no other violations which, taken together, constitute a pattern of abuse. 47 U.S.C. § 309(k)(1).

<sup>7</sup> 47 U.S.C. § 154(i).

<sup>8</sup> 47 CFR §§ 0.61, 0.204, 0.283, and 1.93(b).

**Before the  
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In re Application of	)	
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FC New Orleans, Inc.	)	CD Acct. No.: MB-202541410006
For Renewal of License for	)	FRN: 0028130201
K250BA, New Orleans, LA	)	Facility ID No. 147981
	)	File No. 0000107154

**CONSENT DECREE**

1. The Media Bureau of the Federal Communications Commission (hereafter Bureau, as defined below) and FC New Orleans, Inc. (hereafter Licensee, as defined below), licensee of FM translator station K250BA, New Orleans, Louisiana (hereafter Translator, as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Investigation (as defined below) into whether Licensee violated sections 74.1231(b) and 74.1263(b) of the Commission's rules<sup>9</sup> by originating programming. To resolve this matter, Licensee agrees to implement a compliance plan and make a voluntary contribution in the amount of Four Thousand dollars (\$4,000). The Bureau agrees to terminate the Investigation in accordance with the terms and conditions below.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended.<sup>10</sup>
  - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Application" means the application to renew the Translator's license, File No. 0000107154, which was filed by Licensee on March 5, 2020.
  - (d) "Bureau" means the Media Bureau of the Federal Communications Commission.
  - (e) "CD Acct No." means account number MB-202541410006, associated with payment obligations described in paragraph 14 of this Consent Decree.
  - (f) "Commission" or "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
  - (g) "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 it being a Commission licensee.
  - (h) "Compliance Plan" means the processes and procedures developed by Licensee in an effort to ensure compliance with the Translator Rules.
  - (i) "Compliance Officer" means a responsible party employed by the Licensee to be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree.

<sup>9</sup> 47 CFR §§ 74.1231(b), 74.1263(b).

<sup>10</sup> 47 U.S.C. § 151 *et seq.*

- (j) “Covered Employees,” each of which is a “Covered Employee,” means all employees, volunteers, and agents of Licensee who are responsible for performing, supervising, overseeing, or managing activities related to Licensee’s responsibilities under the Communications Laws, including the Translator Rules.
- (k) “EB” means the Enforcement Bureau of the Federal Communications Commission.
- (l) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (m) “Investigation” means the Media Bureau’s decision to hold and not process the Application, and examination of the impact, if any, of an Objection alleging that Licensee violated the Translator Rules and an EB finding of violation described in the Notice on its consideration of the Application.
- (n) “Licensee” means FC New Orleans, Inc. and its assigns, transferees, affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (o) “Notice” means the Notice of Violation, File No. EB-FIELDSCR-19-00030256, issued by EB to Licensee on February 10, 2020, regarding violation of the Translator Rules.
- (p) “Objection” means the Informal Objection to the Application filed by Crocodile Broadcasting Corporation, Inc., on March 11, 2022, Pleading File No. 0000186526.
- (q) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Licensee to implement the Compliance Plan.
- (r) “Parties” means Licensee and the Bureau, each of which is a “Party.”
- (s) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (t) “Translator” means K250BA, New Orleans, Louisiana, Facility ID No. 147981.
- (u) “Translator Rules” means 47 CFR, Part 74 and other Communications Laws related to the purpose and permissible service of FM translator stations.

## II. BACKGROUND

3. As reflected in Section 74.1231(b) of the Rules, the purpose of FM translator stations is to retransmit the signal of a primary AM or FM radio broadcast station or another translator station. Section 74.1263(b) of the Rules provides that an FM translator station is not permitted to radiate when it is not retransmitting its primary station.<sup>11</sup> Thus, an FM translator may not operate when its primary station is not operating and cannot originate programming. These rules ensure that FM translator stations remain secondary services that improve the signal of their associated primary station and do not compete with full service stations that have greater public service responsibilities.

4. When Licensee acquired the Translator in December 2018, the Translator was producing programming for the HD-2 channel of KVDU(FM), Houma, Louisiana, Facility ID No. 34528, (KVDU) and also rebroadcasting KVDU’s HD-2 signal. On January 17, 2020, an agent from EB’s New Orleans Office inspected the Translator and determined that it was in violation of section 74.1263(b) of the Commission’s rules because the Translator was continuously radiating when the signals of its primary station KVDU were not being retransmitted. EB subsequently issued the Notice on February 10, 2020. Licensee filed the Application on March 5, 2020.

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<sup>11</sup> Limited exceptions allowing FM translators associated with Class D “daytimer” AM stations to continue operating at night and any FM translator to air brief financial support announcements and warnings of imminent danger are not applicable to time period at issue in this proceeding. See 47 CFR § 74.1231(f).

5. The facilities of KVDU were damaged by Hurricane Ida on August 29, 2021, causing KVDU to go silent. On March 11, 2022, Crocodile Broadcasting Corporation, Inc., filed the Objection. The Objection alleges that the Translator has been originating programming rather than rebroadcasting the HD-2 signal of KVDU since at least August 2021 and possibly even before the damage to KVDU's licensed tower. In response to the Objection, Licensee acknowledges that the Translator operated when KVDU was not on the air and originated programming. Licensee states that although it was aware that KVDU's transmitter was off the air due to storm damage, it incorrectly believed that it was permitted to originate programming over the Translator because of the emergency situation. Licensee further explains that it had no communications counsel at the time and believed that it was providing a valuable service, including weather updates, to the local Spanish-speaking radio audience.

6. Beginning April 14, 2022, the Translator changed its primary station to KTIB(AM), Thibodaux, Louisiana (Facility ID No. 36183) (KTIB). Licensee reports that, as was the case with KDVU, it provides programming for broadcast on KTIB, and the Translator rebroadcasts the KTIB signal. Licensee asserts that it is currently in full compliance with section 74.1263(b) and all other Communications Laws, because it now understands that the Translator is not permitted to originate broadcast signals or to radiate at all when its primary station is not also on the air. Licensee reports that it has undertaken remedial action including establishing internal controls to ensure that, should circumstances in the future cause station KTIB or another future primary station to cease broadcasting, the Translator will immediately cease broadcasting until such time as its primary station returns to the air.

### III. TERMS OF AGREEMENT

7. **Adopting Order.** 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.** 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.** 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. **Violations.** 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 the Commission, or its delegated authority to exercise any rights and remedies attendant to the enforcement of a Commission order.

11. **Admission of Facts.** Licensee admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 12 herein, that paragraphs 4 to 6 of this Consent Decree are a true and accurate description of the facts underlying the Investigation. By entering into this Consent Decree, Licensee makes no admission of liability of any Communications Law and the Bureau makes no finding of any liability or violation.

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, including granting the Objection in part and otherwise denying it, and to take the actions specified in paragraph 16. In consideration for the termination of the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein, including the actions specified in paragraphs 14, 17 and 18. The Bureau further 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 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 or recommend any such action by the Commission 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 or recommend any proceeding, formal or informal, to set for hearing the question of Licensee's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>12</sup>

13. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Licensee with the Communications Laws 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, Licensee acknowledges that the Commission retains the discretion and authority to propose sanctions against Licensee, including the issuance of notices of apparent liability for forfeiture, for any apparent willful and/or repeated violation by Licensee of the Rules or Act. The Commission's adjudication of any complaints or potential violations will be based solely on the record developed in subsequent proceedings.

14. **Voluntary Contribution.** Licensee agrees to make a Voluntary Contribution to the United States Treasury in the amount of Four Thousand dollars (\$4,000). Licensee agrees to pay the Voluntary Contribution in two consecutive monthly installments (each an Installment Payment) of Two Thousand dollars (\$2,000) each, until the Voluntary Contribution is paid in full. Licensee agrees that each Installment Payment shall be due and received by the United States Treasury on or before the first day of each calendar month (Due Date), with the first such Installment Payment due and received by the United States Treasury on or before the first day of the first full month after the Effective Date. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution and each Installment Payment shall become a "Claim" or "Debt" as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.<sup>13</sup> On the date that each Installment Payment is made, Licensee shall send notification of the payment via email to [Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov). 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),<sup>14</sup> 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 [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov). Below are instructions that 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 Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto: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).<sup>15</sup> 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/core/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment

<sup>12</sup> See 47 CFR § 1.93(b).

<sup>13</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>14</sup> Payments made using CORES do not require the submission of an FCC Form 159.

<sup>15</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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 CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). 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/core/userLogin.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 CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 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.

15. **Event of Default.** The Parties agree that an Event of Default shall occur upon the failure by Licensee to pay the full amount of any Installment Payment on or before the Due Date specified in this Consent Decree. 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 Licensee.

16. **Grant of Application.** The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether the Licensee possesses the basic qualifications, including those relating to character, to hold a Commission license or authorization. Accordingly, the Bureau agrees to grant the Application after the Effective Date, provided that the following conditions have been met: 1) the Voluntary Contribution payment, referenced in paragraph 14 of this Consent Decree, has been fully and timely satisfied; and 2) there are no issues other than those uncovered through the Investigation that would preclude grant of the Application.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, Licensee agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Translator Rules, Licensee will implement, at a minimum, the following procedures:

- (a) **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Licensee shall designate a responsible party employed (on a full, part-time or contract basis) to serve as a Compliance Officer and to discharge the duties set forth below. The Compliance Officer must be provided all necessary corporate and organizational authority to ensure they are able to discharge their duties. The Compliance Officer shall report directly to Licensee’s President (or equivalent

senior officer/owner) on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall have specific knowledge of the Translator Rules and the terms and conditions of the Consent Decree prior to assuming their duties. The name and contact information (mailing address, phone number and electronic mail address) of the Compliance Officer must be submitted to the Bureau within thirty (30) calendar days after the Effective Date by e-mail to staff of the Bureau's Audio Division at [Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov). The Bureau must be notified in the manner discussed above of any change in the person serving as Compliance Officer within five (5) business days.

- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Officer shall distribute a Compliance Manual that they have personally prepared, or one that has been prepared by Licensee's in-house legal counsel or a third party, such as a trade association or a law firm. The Compliance Manual shall:
- i. thoroughly explain the Translator Rules;
  - ii. establish Operating Procedures that Covered Employees must follow to help ensure Licensee's compliance with the Translator Rules and the terms of this Consent Decree. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Translator neither originates programming nor operates when its primary station is off the air, and that Covered Employees promptly report to the Compliance Officer failures to comply with the Translator Rules; and
  - iii. be reviewed and revised by the Compliance Officer, or Licensee's legal counsel (internal or external) in coordination with the Compliance Officer as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective. The Compliance Officer shall distribute any revisions to the Compliance Manual within five (5) business days of an updates to all Covered Employees.
- (c) **Compliance Training Program.** Licensee shall conduct formal compliance training on the Translator Rules and the Operating Procedures to all Covered Employees. Such training will be provided to all Covered Employees no later than thirty (30) calendar days after the Effective Date of this Consent Decree, and on an annual basis thereafter while this Compliance Plan remains in effect. Training must be provided to every new Covered Employee within ten (10) business days after commencing employment or becoming a Covered Employee. The compliance training program shall include, but not be limited to, instruction relating to the Translator Rules and responsibilities of any Covered Employee under the terms of this Consent Decree. The training must be reviewed and revised by the Compliance Officer, or Licensee's legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to ensure that it remains current, complete and effective.
- (d) **Reporting Noncompliance.** Licensee shall report any instance of noncompliance with the Translator Rules or the terms and conditions of this Consent Decree within ten (10) business days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Licensee has taken or will take to remedy such noncompliance; (iii) the

schedule on which such remedial actions has or will be taken; and (iv) the steps that Licensee has taken or will take to prevent the recurrence of any such noncompliance. The report must be signed by the Compliance Officer and be subscribed as true under penalty of perjury in accordance with 47 CFR § 1.16. All reports of noncompliance shall be submitted electronically to staff of the Bureau's Audio Division: [Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov).

18. **Compliance Reports.** Licensee shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Licensee's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Translator Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Licensee, stating that the Compliance Officer has personal knowledge that Licensee: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 17 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall 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.<sup>16</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Licensee shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Licensee has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Licensee has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted electronically to staff of the Bureau's Audio Division: [Irene.Bleiweiss@fcc.gov](mailto:Irene.Bleiweiss@fcc.gov).

19. **Termination Date.** The obligations to which Licensee is subject pursuant to this Consent Decree shall terminate thirty-six (36) months after the Effective Date provided the Bureau is satisfied that Licensee has demonstrated substantial compliance with its obligations. If the Bureau determines that Licensee has failed to demonstrate substantial compliance with its obligations, the Bureau may, within its sole discretion and authority and upon written notice to Licensee, extend the term of this Consent Decree for up to an additional two years.

20. **Computation of Time.** The Parties agree that the method for computing the amount of time within which the Parties must act in response to deadlines established by this Consent Decree shall be governed by 47 C.F.R. § 1.4.

21. **Further Violations.** Licensee acknowledges that the Bureau retains the discretion and authority to propose sanctions against Licensee, including the issuance of notices of apparent liability for

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<sup>16</sup> 47 CFR § 1.16.

forfeitures, for any apparent willful and/or repeated violation that occurs during the term of this Consent Decree.

22. **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 or contest 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 the Adopting Order, neither Licensee nor the Commission shall contest the validity of the Consent Decree or the 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<sup>17</sup> relating to the matters addressed in this Consent Decree.

23. **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.

24. **Invalidity.** 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.

25. **Subsequent Rule or Order.** The Parties agree that if any provision of the 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) that provision will be superseded by such Rule, order, law or regulation.

26. **Successors and Assigns.** 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.

27. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.

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

29. **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.


30. **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.

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<sup>17</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

31. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

**MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION**

By:   
\_\_\_\_\_  
Albert Shuldiner  
Chief, Audio Division

Date: 9/10/2025

**FC NEW ORLEANS, Inc.**

By: \_\_\_\_\_  
Karen Guevara  
President

Date: \_\_\_\_\_

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By: \_\_\_\_\_  
Albert Shuldiner  
Chief, Audio Division

Date: \_\_\_\_\_

**FC NEW ORLEANS, Inc.**

*Karen Guevara*  
By: \_\_\_\_\_  
Karen Guevara  
President

Date: 09/09/2025