

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

In the Matter of)	
)	
Application of SPB LLC)	CD Acct. No. MB-202641410001
)	FRN: 0017051509
For Renewal of Licensee for)	Facility ID No. 25238
Station WABG(AM), Greenwood, Mississippi)	File No. 0000106654

MEMORANDUM OPINION & ORDER

Adopted: April 1, 2026

Released: April 1, 2026

By the Chief, Audio Division, Media Bureau:

1. The Media Bureau (“Bureau”) has before it the application (Application) of SPB LLC (SPB or Licensee) for renewal of license for station WABG(AM), Greenwood, Mississippi (Station).¹ We also have before us a petition to deny the Application, which we treat as an informal objection (Fuss Objection), filed on April 30, 2020, by Larry Fuss (Fuss),² and an informal objection (Nichols Objection), also filed on April 30, 2020, by John Nichols (Nichols).³ For the reasons discussed below, we deny the Fuss Objection and the Nichols Objection, and we adopt the attached Consent Decree entered into by the Bureau and the Licensee.⁴

2. *Background. Fuss Objection.* Fuss asserts that an unauthorized transfer of control of the Station occurred in 2015, when he says one of the Licensee’s three initial members, Bennie J. Wells, acquired the interest held by one of the other two initial members, increasing Wells’ interest to approximately 67%, without prior Commission authorization.⁵ In addition, Fuss states that the Licensee’s third initial member died in 2015,⁶ and that as a result, it appears that Wells became the 100% owner of the Station without prior Commission approval.⁷

3. Fuss claims that the Licensee also violated other Commission rules, including those pertaining to the online public inspection file (OPIF), minimum operating schedule, tower lighting, Emergency Alert System (EAS), biennial ownership reports, and renewal of license application filing requirements.⁸ Specifically, Fuss asserts that the Station failed to 1) upload quarterly issues/programs lists to the OPIF, 2) comply with the minimum operating schedule, 3) operate with a directional antenna pattern at night,⁹ 4) maintain the required lighting on its antenna structure, 5) operate with EAS equipment, and 6) file biennial ownership reports from the time the Licensee acquired the Station in 2008

¹ Application of SGP for Renewal of License, Application File No. 0000106654 (filed Feb. 26, 2020) (Application).

² Petition to Deny of Fuss, Pleading File No. 0000112927 (filed Apr. 30, 2020) (Fuss Objection).

³ Informal Objection of Nichols, Pleading File No. 0000112930 (filed Apr. 30, 2020) (Objection).

⁴ Consent Decree, para. 21.

⁵ Fuss Objection at 1-2 (citing 47 U.S.C. § 310(d)).

⁶ *Id.* at 2 & Exh. 2, Steven C. LaVere Obituary (LaVere Obituary).

⁷ *Id.* at 1-2 (citing 47 U.S.C. § 310(d)); *see* 47 CFR § 73.3540.

⁸ Fuss Objection at 2-3. Fuss also notes that the Application was filed over three weeks late. *Id.* at 1 & n.1.

⁹ Fuss asserts that the station operated non-directionally at night. *Id.* at 3.

until March 5, 2020.¹⁰ In addition, Fuss also claims that the Licensee falsely certified on the Application that the Station complied with the OPIF, ownership report, and minimum operating schedule rules during the license term.¹¹ According to Fuss, the Licensee has shown “a pattern of non-compliance with the [Commission’s] technical rules” and therefore the Application “should be denied or designated for hearing.”¹²

4. Nichols Objection. Nichols similarly asserts that there was an unauthorized transfer of control of the Station because he says one of the Licensee’s three initial members informed him in 2018 that the member had already sold his interest in Station, even though the change in ownership was not reflected in the OPIF.¹³ Nichols further asserts that the Licensee did not file any ownership reports for the Station prior to filing the Application, that he regularly observed the Station was silent, and that one of the Station’s three towers was not lit when he drove by at night, even though the tower’s antenna structure registration requires that the tower be illuminated at night.¹⁴ Nichols states that the Licensee “appears to be unconcerned with compliance with FCC [r]ules and [r]egulations and should be deemed unfit to be a licensee.”¹⁵

5. Discussion. Procedural issue. We find that Fuss’s pleading is procedurally defective as a petition to deny because he does not have standing as a party in interest.¹⁶ Under the Commission’s long-established case law on standing, a petitioner to deny a broadcast radio application may be granted standing as a party in interest if (1) petitioner is a competitor in the market suffering signal interference; (2) petitioner is a competitor in the market suffering economic harm; or (3) petitioner is a resident of the station’s service area or listens to the station regularly and such listening is not the result of transient contacts with the station.¹⁷ Fuss admits that he is not a competitor in the market, and he does not claim to reside in the Station’s service area.¹⁸ While Fuss says he travels to Greenwood “quite often” and “attempt[s] to listen to WABG(AM)” on each such trip, he does not claim to be a regular listener of the Station or that his listening involves more than just transient contacts with the Station.¹⁹ Accordingly, we dismiss the pleading as a petition to deny due to the petitioner’s lack of standing. Alternatively, we also

¹⁰ *Id.* at 2-3 & Exh. 3, Screen Capture of Station Online Public File. Our records show that the Licensee acquired the station on January 8, 2008. Notice of Consummation, Application File No. BAL-20071116AFC (filed Jan. 8, 2008).

¹¹ Fuss Objection at 2-3.

¹² *Id.* at 2-3 (emphasis omitted).

¹³ Nichols Objection at 1. *See also* 47 CFR § 73.3526(e)(2) (requiring that stations retain a copy of FCC applications and related material in the OPIF).

¹⁴ Nichols Objection at 1-2.

¹⁵ *Id.* at 2.

¹⁶ 47 U.S.C. § 309(d)(1). Section 309(d)(1) of the Communications Act of 1934, as amended (Act), authorizes any party in interest to file a petition to deny any application so long as the petition “contain[s] specific allegations of fact sufficient to show that the petitioner is a party in interest and that a grant of the application would be prima facie inconsistent with [the public interest].” *Id.*

¹⁷ *See Office of Communications of the United Church of Christ v. FCC*, 359 F.2d 994, 1000-1006 (1966) (expanding standing from traditional categories of electrical interference or economic injury to station listeners); *Chet-5 Broadcasting, L.P.*, Memorandum Opinion and Order, 14 FCC Rcd 13041, 13042 (1999); *Melodie Virtue, Esq.*, Letter Order, 30 FCC Rcd 6045, 6049 (MB 2015).

¹⁸ Fuss states that he is a resident of Las Vegas, Nevada, and that he owns a secondary residence in “nearby” Cleveland, Mississippi. Affidavit of Larry G. Fuss, Attach. to Fuss Objection, ¶¶ 1-2 (Fuss Aff.).

¹⁹ Fuss Aff. ¶¶ 1-2. *See CHET-5 Broadcasting of Poughkeepsie, Inc.*, Memorandum Opinion and Order, 14 FCC Rcd 13041, 13042, para. 4 (1999) (“[W]e will not accord party-in-interest status to transients.”).

consider the pleading as an informal objection pursuant to section 73.3587 of the rules,²⁰ and we deny it on the merits for the reasons stated below.

6. *Substantive issues.* Informal objections to license renewal applications, like petitions to deny, must allege properly supported facts that, if true, would establish a substantial and material question of fact that grant of the application would be *prima facie* inconsistent with the Act.²¹ Section 309(k)(1) of the Act sets forth the standard that the Commission uses to determine whether to grant an application for renewal of a broadcast station license.²² That section provides that the Commission is to grant a license renewal application if, upon consideration of the application and pleadings, we find 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.²³ If, however, the licensee fails to meet that standard, the Commission may deny the application—after notice and opportunity for a hearing under section 309(e) of the Act—or grant the application “on terms and conditions that are appropriate, including a renewal for a term less than the maximum otherwise permitted.”²⁴

7. We find that an unauthorized transfer of control occurred when Wells acquired the interests of the Licensee’s other two initial members without prior Commission approval.²⁵ We also find that the Licensee violated sections 73.3526 and 73.3615 of the Commission’s rules by failing to upload the Station’s quarterly issues/programs lists to the OPIF and by failing to file biennial ownership reports for the years 2009, 2011, 2013, 2015, and 2017.²⁶ In addition, we find that the Licensee falsely certified on the Application that during the license term the Station complied with the OPIF and biennial ownership reporting requirements in sections 73.3526 and 73.3615 of the rules and that the false certification violated section 1.17 of the rules.²⁷ As discussed below, we are adopting a consent decree to address the Licensee’s violations of section 310(d) of the Act and sections 1.17, 73.3526, 73.3540, and 73.3615 of the Commission’s rules.

8. We find that the remaining assertions made in the Fuss and Nichols Objections are either moot or not supported by specific allegations of fact sufficient to warrant further inquiry.²⁸ Both Fuss and Nichols assert that the Licensee did not maintain the required lighting at the Station’s tower site.

²⁰ 47 CFR § 73.3587.

²¹ See, e.g., *WWOR-TV, Inc.*, Memorandum Opinion and Order, 6 FCC Rcd 193, 197 n.10 (1990); *Area Christian Television, Inc.*, Memorandum Opinion and Order, 60 R.R.2d 862, 864, para. 6 (1986) (*Area Christian*) (stating informal objections must contain adequate and specific factual allegations sufficient to warrant the relief requested).

²² 47 U.S.C. § 309(k).

²³ *Id.* § 309(k)(1).

²⁴ *Id.* § 309(k)(2), (k)(3).

²⁵ *Id.* § 310(d); 47 CFR § 73.3540. Pursuant to section 73.3540(f) of the Commission’s rules, a pro forma transfer application may be filed for certain types of assignments and transfers, including the assignment of less than a controlling interest in a partnership. 47 CFR § 73.3540(f)(6).

²⁶ 47 CFR §§ 73.3526(e)(12), 73.3615(a). The 2009 and 2011 violations occurred more than a year ago and prior to the start of the license term under review. See 47 U.S.C. § 503(b)(6) (providing that no forfeiture or penalty shall be imposed against a broadcast station licensee if the violation charged occurred more than one year prior to date of issuance of a notice of apparent liability or prior to the start of the station’s current license term, whichever is earlier).

²⁷ 47 CFR § 1.17.

²⁸ See, e.g., *Miami Valley Broad. Corp.*, 69 FCC 2d 870 (1978) (rejecting vague and unsupported allegations); *Midland Broadcasters, Inc.*, 48 FCC 2d 195, 197 (1974) (“It is, of course, well established that the allegation of ultimate conclusory facts or mere general allegations based on information and belief, supported by general affidavits, are not sufficient to require an evidentiary hearing.” Even if the pleadings were to be considered as an informal objection, they would nonetheless be denied for lack of specific factual allegations).

However, this issue has been addressed by the Commission's Enforcement Bureau (EB), which entered into a consent decree with the Licensee resolving EB's investigation of the Station's compliance with the lighting requirements for its tower.²⁹ Because EB's consent decree indicates that by January 11, 2021, the Licensee had resolved the issue with the Station's tower lighting,³⁰ we find that further consideration of the issue is unwarranted. With regard to the allegations that the Station was silent for extended periods of time, neither Fuss nor Nichols states when or how many times he attempted to listen to the Station and observed that it was silent, or provides a specific location from which he attempted to listen.³¹ Similarly, Fuss provides no specific factual allegations to support his bare assertion that the Station operated non-directionally at night and without the required Emergency Alert System (EAS) equipment.³²

9. *Consent Decree.* As part of this Order, we are adopting the attached Consent Decree entered into by the Bureau and the Licensee. The Consent Decree stipulates that the Licensee and the Bureau agree and acknowledge that the Consent Decree shall constitute a final settlement between the parties with respect to the Bureau's investigation of the matters discussed therein.³³ The Consent Decree requires, among other things, that Licensee implement a comprehensive Compliance Plan to facilitate the Licensee's future compliance with the rules and make a voluntary contribution of one thousand dollars (\$1,000) to the United States Treasury.³⁴ A copy of the Consent Decree is attached hereto and incorporated by reference.

10. *Conclusion/Actions.* 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 related to the Bureau's investigation of potential violations of the rules and the Act in connection with the Application. Based on the record before us, we conclude that nothing in the record raises a substantial and material question of fact as to whether Licensee possesses the basic qualifications to be a Commission licensee.

11. **ACCORDINGLY, IT IS ORDERED** that, pursuant to section 4(i), 4(j) and 309(k) of the Communications Act of 1934, as amended,³⁵ and by the authority delegated by sections 0.61 and 0.283 of the FCC's rules,³⁶ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

12. **IT IS FURTHER ORDERED** that the Petition to Deny filed by Larry Fuss on April 30, 2020 (Pleading File No. 0000112927) **IS DISMISSED** as procedurally defective **AND** alternatively **DENIED** on the merits as an informal objection.

13. **IT IS FURTHER ORDERED** that the Informal Objection filed by John Nichols on April 30, 2020 (Pleading File No. 0000112930) **IS DENIED**.

²⁹ *SPB, LLC*, Order and Consent Decree, 36 FCC Rcd 15170 (EB 2021).

³⁰ *Id.* at 15174, para. 4. Fuss and Nichols filed the Objections on April 30, 2020. *See supra* notes 2-3.

³¹ Fuss Objection at 3; Nichols Objection at 1. *See* 47 CFR 73.1740(a)(1) (requiring that commercial AM and FM stations operate for at least two thirds of the total hours they are authorized to operate between 6 a.m. and 6 p.m. local time, and between 6 p.m. and midnight local time, respectively, each day of the week except Sunday); *id.* § 73.1740(a)(4) ("In the event that causes beyond the control of a licensee make it impossible to adhere to the operating schedule of this section or continue operating, the station may limit or discontinue operation for a period of not more than 30 days without further authority from the FCC. Notification must be sent to the FCC in Washington, D.C. not later than the 10th day of limited or discontinued operation.").

³² We note that Fuss's affidavit does not even mention this allegation. Fuss Aff.

³³ 47 U.S.C. § 310(d); 47 CFR §§ 1.17, 73.3526, 73.3540, 73.3615.

³⁴ The \$1,000 voluntary contribution amount set forth in the Consent Decree reflects consideration of the Licensee's documented inability to pay.

³⁵ 47 U.S.C. §§ 154(i), 154(j), 309(k).

³⁶ 47 CFR §§ 0.61, 0.283.

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

15. **IT IS FURTHER ORDERED** that, pursuant to 47 CFR § 73.3526(e)(10), a copy of this Order and Consent Decree and as otherwise required all related investigatory materials **SHALL BE RETAINED** in the above-captioned Station's online public inspection file until grant of the next license renewal application.

16. **IT IS FURTHER ORDERED** that copies of this Order and Consent Decree **SHALL BE SENT**, by First Class and Certified Mail, Return Receipt Requested, to: SPB LLC, c/o Bennie J. Wells, Studio B, 699 Matson Road, Columbus, MS 39705-9102.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

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

In the Matter of)	
)	
Application of SPB, LLC)	CD Acct. No. MB-202641410001
)	FRN: 0017051509
For Renewal of Licensee for)	Facility ID No. 25238
Station WABG(AM), Greenwood, Mississippi)	File No. 0000106654

CONSENT DECREE

I. INTRODUCTION

1. The Media Bureau (Bureau) of the Federal Communications Commission (Commission) and SPB, LLC, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into whether SPB, LLC, violated section 310(d) of the Communications Act of 1934, as amended (Act), and sections 1.17, 73.3526, 73.3540, and 73.3615 of the Commission’s rules¹ in connection with the Bureau’s review of the above-captioned renewal of license application for station WABG(AM), Greenwood, Mississippi (facility ID number 25238). To resolve this matter, SPB, LLC, agrees, among other things, to implement a comprehensive Compliance Plan to ensure its future compliance with its section 310(d) of the Act and sections 1.17, 73.3526, 73.3540, and 73.3615 of the Commission’s rules and to make a voluntary contribution of one thousand dollars (\$1,000) to the United States Treasury.

II. DEFINITIONS

2. For purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.²
 - (b) “Adopting Order” means the order of the Bureau adopting this Consent Decree without change, addition, deletion, or modification.
 - (c) “Application” means the pending application for renewal of license for station WABG(AM), Greenwood, Mississippi (File No. 0000106654).
 - (d) “Bureau” means the Media Bureau of the Federal Communications Commission.
 - (e) “CD Acct No.” means account number MB-202641410001, associated with payment obligations described in paragraph 17 of this Consent Decree.
 - (f) “Commission” and “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 SPB, LLC, is subject by virtue of its business activities, including but not limited to the Truthful and Accurate Statements, Online Public Inspection File, Transfer of Control, and Ownership Reporting Rules.

¹ 47 U.S.C. § 310(d); 47 CFR §§ 1.17, 73.3526, 73.3540, 73.3615.

² 47 U.S.C. § 151 *et seq.*

- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraphs 12 through 16.
- (i) “Covered Employees” means all employees and agents of the Licensee who perform, supervise, oversee, or manage the performance of duties that relate to the Licensee’s responsibilities under the Communications Laws, including the Truthful and Accurate Statements, Online Public Inspection File, Transfer of Control, and Ownership Reporting Rules.
- (j) “Effective Date” means the date by which both the Bureau and Licensee have signed the Consent Decree and the Bureau has released an Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau in Application File No. 0000106654 regarding whether Licensee violated the Truthful and Accurate Statements, Online Public Inspection File, Transfer of Control, and Ownership Reporting Rules.
- (l) “LaVere” means Stephen C. LaVere.
- (m) “Licensee” means SPB, LLC, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (n) “Lockett” means William O. Lockett, Jr.
- (o) “Online Public Inspection File Rule” means section 73.3526 of the Rules and other Communications Laws related to the obligation of broadcast station licensees, permittees, and applicants to maintain a public inspection file.
- (p) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Licensee to implement the Compliance Plan.
- (q) “Ownership Reporting Rule” means section 73.3615 of the Rules and other Communications Laws related to the obligation of broadcast station licensees and permittees to file ownership reports with the Commission.
- (r) “Parties” means the 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) “Station” means Station WABG(AM), Greenwood, Mississippi (facility ID no. 25238).
- (u) “Transfer of Control Rules” means section 310(d) of the Act, sections 73.3540 and 73.3541 of the Rules, and other Communications Laws related to the obligation of broadcast station licensees and permittees to obtain prior Commission consent for assignments and transfers of broadcast station authorizations.
- (v) “Truthful and Accurate Statements Rule” means section 1.17 of the Rules and other Communications Laws related to the obligation to provide truthful and

accurate statements to the Commission in any investigatory or adjudicatory matter within the Commission's jurisdiction.

(w) "Violations" means the violations of the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules.

(x) "Wells" means Bennie J. Wells.

III. BACKGROUND

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

No construction permit or station license, or an 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.

The Voluntary Transfer of Control Rule implements section 310(d) of the Act.³ It is well-settled that "control" as used in the Act and the Voluntary Transfer of Control Rule 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.⁴

4. On January 8, 2008, Licensee acquired Station pursuant to a granted assignment of license.⁵ At that time, Licensee was controlled by LaVere, Wells, and Lockett, each with a 33.3% membership interest in the Licensee.⁶ In 2015, without prior Commission approval, Wells acquired the interests of LaVere and Lockett, and SPB, LLC, merged with WPOE, Inc., with the latter as the surviving entity.⁷

5. The Licensee also failed to upload the Station's quarterly issues/programs lists to the online public inspection file and submit biennial ownership reports for the years 2009, 2011, 2013, 2015,

³ 47 CFR § 73.3540. In particular, 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." *Id.* § 73.3540(a). The rule states further that an "[a]pplication for consent to the transfer of control of a corporation holding a construction permit or license must be filed on [FCC Form 2100, Schedule 315]" where the transaction involves a substantial (or non-pro forma) change in ownership or control, or on FCC Form 2100, Schedule 316 where the transaction is pro forma (i.e., does not involve a substantial change in ownership or control). *Id.* § 73.3540(a). The Commission generally has considered a change in ownership or control to be "substantial" if (a) 50 percent or more of the voting stock is being transferred or (b) the transaction results in 50 percent or more of the outstanding voting stock being held by persons whose qualifications the Commission licensees has not "passed upon" on a long-form application. *Barnes Enterprises, Inc.*, 55 FCC 2d 721 (1975); *Clay Broadcasters, Inc.*, 21 RR 2d 442 (1971).

⁴ *See, e.g., Stereo Broadcasters, Inc.*, Memorandum Opinion and Order, 55 FCC 2d 819, 821, para. 7 (1975) (citing *WWIZ, Inc.*, 36 FCC 561 (1964)).

⁵ Notice of Consummation, Application File No. BAL-20071116AFC (filed Jan. 8, 2008).

⁶ Application of Greenwood Broadcasting Co., Inc. (Assignor) and SPB LLC (Assignee) for Consent to Assignment of License, Application File No. BAL-20071116AFC (filed Nov. 16, 2007). The 2007 assignment application was granted on December 28, 2007. *Broadcast Actions*, Public Notice, Report No. 46644 (Jan. 3, 2008).

⁷ Petition to Deny of Fuss, Pleading File No. 0000112927, Exh. 2, Steven C. Lavere Obituary (filed Apr. 30, 2020); SPB, LLC, Articles of Merger, MS Sec. of State Doc. No. 2015298201 (filed Apr. 16, 2015) (on file with Mississippi Sec. of State).

and 2017.⁸ In addition, in violation of the Truthful and Accurate Statements Rule, the Licensee falsely certified on the Application that the Station complied with the Online Public Inspection File Rule and the Ownership Reporting Rule during the license term.⁹

6. Based on the foregoing, the Bureau commenced the Investigation and suspended processing of the Application. 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 matter, 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.** The Licensee agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

9. **Effective Date.** 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. **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 addition, the Bureau agrees to process the Application in the ordinary course. In consideration for the termination of the Investigation and agreement to process the Application in the ordinary course, the Licensee agrees to the terms, conditions, and procedures contained herein. The Bureau agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against the Licensee concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of the Licensee's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.¹⁰

11. **Statement 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 10 herein, that paragraphs 4 through 5 are a true and accurate description of the facts underlying the Investigation.

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Licensee shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensee complies with the terms and conditions

⁸ 47 CFR §§ 73.3526(e)(12), 73.3615(a). The 2009 and 2011 violations occurred more than a year ago and prior to the start of the license term under review. See 47 U.S.C. § 503(b)(6) (providing that no forfeiture or penalty shall be imposed against a broadcast station licensee if the violation charged occurred more than one year prior to date of issuance of a notice of apparent liability or prior to the start of the station's current license term, whichever is earlier).

⁹ 47 CFR § 1.17.

¹⁰ See 47 CFR § 1.93(b).

of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, the 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 Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules, Licensee will implement, at a minimum, the following procedures:

- a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Licensee shall establish Operating Procedures that all Covered Employees must follow to help ensure Licensee's compliance with the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules. Licensee's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Licensee complies with the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules. Licensee shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules.
- 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 Manual shall explain the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Licensee's compliance with the Rules. The Licensee may adopt a Compliance Manual that it has prepared or one that has been prepared by an outside source, such as a trade association (e.g., the National Association of Broadcasters), another licensee, or a law firm. Licensee shall periodically review and revise the Compliance Manual as necessary to ensure the information set forth therein remains current and accurate. Licensee shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- c) **Compliance Training Program.** Licensee shall establish and implement a Compliance Training Program on compliance with the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules and set forth the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Licensee's obligation to report any noncompliance with the Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting Rules under paragraph 14 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within seventy-five (75) days after the Effective date, except that any person who becomes a Covered Employee after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Licensee shall repeat compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

14. **Reporting Noncompliance.** The Licensee shall report any instance of noncompliance with section 310(d) of the Act, the Truthful and Accurate Statements Rule, the Transfer of Control Rules, the Online Public Inspection File Rule, and the Ownership Reporting Rule, and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such

noncompliance. Such reports shall include a detailed explanation of: (i) each such instance of noncompliance; (ii) the steps that the Licensee has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Licensee has taken or will take to prevent recurrence of any such noncompliance. All reports of noncompliance shall be submitted electronically to the Bureau's Audio Division, ATTN: Christopher Clark, Assistant Division Chief, at Christopher.Clark@fcc.gov.

15. **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 Truthful and Accurate Statements, Transfer of Control, Online Public Inspection File, and Ownership Reporting 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 14 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.¹¹
- 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 preventative action will be taken.
- d) All Compliance Reports shall be submitted to the Bureau's Audio Division, ATTN: Christopher Clark, Assistant Division Chief, at Christopher.Clark@fcc.gov.

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire thirty-six (36) months after the Effective Date, provided the Bureau is satisfied that the Licensee has demonstrated substantial compliance with its obligations. If the Bureau is not satisfied that the Licensee has demonstrated substantial compliance with its obligations, the Bureau may, within its sole discretion and authority, extend the termination date of this Consent Decree for up to an additional twenty-four (24) months.

17. **Voluntary Contribution.** Licensee agrees to pay a Voluntary Contribution to the United States Treasury in the amount of one thousand dollars (\$1,000). Such payment shall be made in two (2) installment payments in the amount of five hundred dollars (\$500). The first installment payment is due within thirty (30) calendar days of the Effective Date. The second installment payment is due within one hundred eighty (180) calendar days of 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 31 U.S.C. § 3701(b)(1).¹² Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Licensee shall send

¹¹ 47 CFR § 1.16.

¹² Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

electronic notification of payment to the Bureau's Audio Division, ATTN: Christopher Clark, Assistant Division Chief, at Christopher.Clark@fcc.gov, on the date said payment is made. Payment of the Voluntary Contribution must be made by credit card using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts payments by check or money order. Below are instructions that payors should follow based on the form of payment selected.¹³

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters "FORF". In addition, a completed Form 159¹⁴ or printed CORES form¹⁵ 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 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, 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).¹⁶ 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 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 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). 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 CORES at <https://apps.fcc.gov/cores/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.

18. **Event of Default.** Licensee agrees that an Event of Default shall occur upon (a) the failure by Licensee to pay the full amount of the Voluntary Contribution or any Installment Payment on

¹³ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

¹⁴ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

¹⁵ Information completed using the Commission's Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

¹⁶ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

or before the due date specified in this Consent Decree, or (b) the release of an order by the Commission finding that the Licensee materially misstated its financial condition in the documents produced to support the Licensee's claim of inability to pay.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Voluntary Contribution or any Installment Payment 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 or any Installment Payment, 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.

20. **Qualifications; Grant of Application.** The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether 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, referenced in paragraph 17 of this Consent Decree, has been fully and timely satisfied; and 2) there are no issues other than the Violations that would preclude grant of the Application.

21. **Waivers.** 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 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 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 Act¹⁷ relating to the matters addressed in this Consent Decree.

22. **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.

23. **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.

24. **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 the Licensee does not expressly consent), such provision will be superseded by such Rule or Order.

25. **Successors and Assigns.** The Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

27. **Modifications.** This Consent Decree cannot be modified without the advance written

¹⁷ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

consent of the Parties.

28. **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.

29. **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.

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

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: Albert Shuldiner
Albert Shuldiner
Chief, Audio Division

Date: 4/1/2026

SPB, LLC

By: _____
Bennie J. Wells
President

Date: _____

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**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Albert Shuldiner
Chief, Audio Division

Date: _____

SPB, LLC

By: 
Bennie J. Wells
President

Date: April 1, 2026