

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

In re Application of)	
)	
Multicultural Association of Southern Oregon)	NAL/Acct. No. MB-202641410002
For Renewal of License for)	FRN: 0010672566
KSKQ(FM))	Facility ID No. 173192
Ashland, Oregon)	Application File No. 0000159644

MEMORANDUM OPINION AND ORDER

Adopted: March 3, 2026

Released: March 3, 2026

By the Chief, Audio Division, Media Bureau:

I. INTRODUCTION

1. We have before us the above-referenced license renewal application (Application) for noncommercial educational (NCE) station KSKQ(FM), Ashland, Oregon (Station), licensed to Multicultural Association of Southern Oregon (Licensee),¹ and a complaint (Complaint) filed against the Station.² We also have before us two petitions to deny the Application, which we consider as informal objections (Objections), and related responsive pleadings.³ For the reasons discussed below, we adopt the attached consent decree, which resolves issues raised in the Complaint regarding the Station’s compliance with section 399B of the Communications Act of 1934, as amended (Act), and section 73.503(d) of the Commission’s rules (Rules).⁴ We also dismiss as procedurally defective petitions to deny and alternatively deny on the merits the Objections. As set forth in the Consent Decree, we will grant the Application by separate action after receiving payment of the Voluntary Contribution required by the Consent Decree provided there are no issues other than those resolved by the Consent Decree that would preclude grant of the Application.

II. BACKGROUND

2. In the Complaint, Cook alleges that the Station broadcast multiple prohibited

¹ Application File No. 0000159644 (filed Sept. 20, 2021).

² Complaint No. 4539298 (Feb. 5, 2021). In the Complaint, Cook requested to remain anonymous, but subsequently withdrew his anonymity request. See Email from Mark Cook to Christopher Clark, Audio Division, FCC Media Bureau (Sept. 9, 2022, 6:12 PM ET).

³ Petition to Deny of Mark Cook, Pleading File No. 0000176882 (filed Dec. 6, 2021) (Cook Objection); Petition to Deny of Sara Mix, Pleading File No. 0000181526 (filed Jan. 26, 2022) (Mix Objection). Licensee filed a Consolidated Opposition (filed March 8, 2022) (Opposition). See Application Attach., Opposition to Objections. The Opposition includes a declaration by Connie Saldana (Saldana Declaration). See Application Attach., Saldana Declaration. Licensee incorrectly filed the Opposition and the Saldana Declaration as attachments to the Application. It should have filed the documents as pleadings in the Commission’s Licensing and Management System. See, e.g., *Broadcast Assignment and Transfer of Control Applications Available in LMS*, Public Notice, 35 FCC Rcd 12719 (MB 2020) (“Any pleadings or comments concerning applications filed using LMS must be filed using the LMS system”). However, we will consider the Opposition in the interest of having a complete record. Cook filed a Reply, Pleading File No. 0000200748 (filed Sept. 22, 2022) (Cook Reply). Cook also filed an Exhibit to the Cook Objection, Pleading File No. 0000200874 (filed Sept. 26, 2022) (Cook Exhibit).

⁴ 47 U.S.C. § 399B; 47 CFR § 73.503(d) (Underwriting Laws).

advertisements.⁵ Cook subsequently provided recordings of alleged noncompliant advertisements to Commission staff.⁶ Cook also alleges in the Complaint that the Station did not provide the required sponsorship identification disclosures for one of its programs, and that a local candidate for mayor “used KSKQ to obtain a radio program and espoused her position over the airwaves.”⁷

3. In the Objections, Cook and Mix advance allegations against the Station that are substantially alike. The allegations relate to the Station’s program content, ownership reports, online public inspection file (OPIF), employment practices, and political programming.

4. In its Opposition, the Licensee argues that “nearly all the points [made in the Objections] are unsupported conclusory allegations.”⁸ The Licensee also provides a declaration signed under penalty of perjury from one of its directors, Connie Saldana (Saldana), stating that “[t]he objections have not presented anything that would require further investigation before granting a renewal.”⁹ In his Reply, Cook challenges the “comments, opinions and inaccurate statements[] made by” the Licensee’s attorney in the Opposition.¹⁰ Neither Cook nor Mix address the Saldana Declaration.

III. DISCUSSION

5. Procedural Issues. *Objections.* Section 309(d)(1) of the Act states that allegations of fact made in petitions to deny must be supported by an affidavit or declaration under penalty of perjury of someone with personal knowledge of the facts alleged.¹¹ Here, neither Cook nor Mix provide an affidavit to support the allegations raised in their pleadings filed against the Application, which were filed as petitions to deny.¹² Mix’s pleading was also untimely filed.¹³ Therefore, we find that the pleadings are procedurally defective petitions to deny and dismiss them as such. Consistent with Commission practice, we instead consider the pleadings as informal objections pursuant to section 73.3587 of the Rules.¹⁴

6. Substantive Issues. Informal objections to license renewal applications, like petitions to deny, must provide properly supported allegations of fact that, if true, would establish a substantial and material question of fact that grant of the application would be *prima facie* inconsistent with section

⁵ See Complaint.

⁶ Email from Mark Cook to Melissa Marshall, Investigations and Hearings Division, FCC Enforcement Bureau (Feb. 21, 2021, 3:28 PM ET).

⁷ See Complaint. On September 29, 2025, the Media Bureau sent Licensee a Letter of Inquiry regarding the allegations in the Complaint. The Bureau and Licensee subsequently negotiated the attached Consent Decree.

⁸ Opposition at 1.

⁹ Saldana Declaration at 3.

¹⁰ Cook Reply at 1-5.

¹¹ 47 U.S.C. § 309(d)(1); *see also* 47 CFR § 73.3584.

¹² Cook is inconsistent in how he refers to his Objection, initially referring to it as a petition, and later referring to it as an informal objection. Specifically, in the Objection, he states that “[m]y petition is for the FCC to deny the [KSKQ] license renewal,” but titles the Cook Exhibit “EXHIBIT TO INFORMAL OBJECTION TO RENEWAL OF KSKQ-FM LICENSE.” Cook Objection; Cook Exhibit.

¹³ Petitions to deny broadcast license renewal applications must be filed no later than the end of the first day of the last full calendar month of the expiring license term. *See* 47 CFR §§ 73.3584(a), 73.3516(e). Here, the first day of the last full calendar month of the license term of the Station was January 1, 2022. Mix’s pleading, which was filed on January 26, 2022, was therefore untimely.

¹⁴ 47 CFR § 73.3587; *Geraldine R. Miller*, 24 FCC Rcd 11814, 11815 (MB 2009).

309(k) of the Act.¹⁵ Informal objections must also contain adequate and specific factual allegations sufficient to warrant the relief requested.¹⁶ For the reasons set forth below, we find that the Objections have not met this burden and deny them.

7. *Underwriting Allegations.* NCE stations such as KSKQ(FM) are licensed to use spectrum that is specifically reserved for NCE broadcasting, and in recognition of their noncommercial and non-profit nature NCE stations benefit from lower regulatory fees and fewer requirements than those imposed on commercial broadcast stations. That flexibility, however, is not unlimited, and NCE stations cannot air commercial advertising.¹⁷ The Underwriting Laws¹⁸ help “protect the public’s use and enjoyment of commercial-free broadcasts” and “provide a level playing field for the noncommercial broadcasters that obey the law and for the commercial broadcasters that are entitled to seek revenue from advertising.”¹⁹ NCE stations are licensed to provide noncommercial, locally-oriented programming for their communities, and the Commission acts when necessary to enforce the laws prohibiting NCE stations from airing announcements that promote for-profit advertisers.

8. The Underwriting Laws define an advertisement as, among other things, programming material broadcast “in exchange for any remuneration” and intended to “promote any service, facility, or product” of for-profit entities.²⁰ Section 399B(b)(2) of the Act specifically provides that NCE stations may not broadcast advertisements.²¹ Although contributors of funds to such stations may receive on-air acknowledgements of their support, the Commission has held that such acknowledgements are for identification purposes only and must not promote the contributors’ products, services, or businesses.²² Specifically, such announcements must not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent, or lease.²³

9. Here, Cook provided to Commission staff recordings of 11 alleged noncompliant announcements aired on the Station. We find that nine of the announcements violate the Underwriting Laws.²⁴ Specifically, the announcements contain comparative and qualitative descriptions, menu listings of products or services, and inducements to buy products or services. Accordingly, we adopt the attached Consent Decree to address these violations of the Act and the Rules.

¹⁵ 47 U.S.C. § 309(d)-(e). *See, e.g., WWOR-TV, Inc.*, Memorandum Opinion and Order, 6 FCC Rcd 193, 197 n.10 (1990), *aff’d sub nom. Garden State Broad. L.P. v. FCC*, 996 F.2d 386 (D.C. Cir. 1993), *reh’g denied* (D.C. Cir. Sept. 10, 1993); *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).

¹⁶ *See Area Christian*, 60 R.R.2d at 864, para. 6; *WFBM, Inc.*, Memorandum Opinion and Order, 47 FCC 2d 1267, 1268, para. 3 (1974).

¹⁷ 47 U.S.C. § 399B(b)(2).

¹⁸ *See supra* note 4.

¹⁹ *Syner Foundation, Inc.*, Order and Consent Decree, 30 FCC Rcd 1780, 1780, para. 1 (EB 2015).

²⁰ 47 U.S.C. § 399B(a).

²¹ *Id.* § 399B(b)(2).

²² *Noncommercial Educational Broadcasting Service; Clarification of Underwriting Guidelines*, Public Notice, 51 Fed. Reg. 21800 (June 16, 1986), republished, Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations, Public Notice, 7 FCC Rcd 827 (1992).

²³ *Id.*

²⁴ Two of the announcements were for non-profit entities and we find that they do not violate the Underwriting Laws. *See* 47 U.S.C. § 399B(a).

10. *Sponsorship Identification Allegation.* Under section 317(a)(1) of the Act and section 73.1212(a) of the Rules, broadcast stations must announce “as paid for or furnished,” and by whom, any matter that is broadcast in exchange for valuable consideration “directly or indirectly paid or promised to or charged or accepted by, the station so broadcasting” at the time the material is broadcast.²⁵ The disclosure must provide listeners and viewers with information concerning the source of the material in order to prevent misleading or deceiving those listeners and viewers.²⁶

11. Here, Cook alleges in the Complaint that “[t]he program ‘Age of Adventure’ is underwritten by the insurance company AARP and the show encourages the promotion of senior benefits through AARP.” Cook “believe[s] that these situations indicate Payola and Plugola and need to be investigated.”²⁷ Cook provides no support for this sponsorship identification claim, unlike his underwriting allegation, and nothing in the record indicates that the Station violated the Sponsorship ID Laws. Accordingly, we reject this allegation.

12. *Biennial Ownership Report and Contracts Allegations.* Section 73.3615 of the Rules requires NCE stations to file biennial ownership reports every two years.²⁸ Both Objections allege that the Station’s reports are deficient.²⁹ In its Opposition, Licensee acknowledges that “KSKQ submitted an incomplete biennial ownership report on November 26, 2021, and a corrected report on February 14, 2022.”³⁰ Saldana states that the February 14, 2022, report “is complete and accurate as of today.”³¹ Nothing in the record indicates that the Licensee intended to deceive the Commission by filing an incomplete ownership report, and the Licensee corrected the report when made aware of it. We therefore find that a forfeiture is not warranted, but caution Licensee to be more diligent regarding future biennial ownership report filings.

13. Section 73.3613 of the Rules states that “[e]ach licensee . . . of a commercial or noncommercial AM, FM, TV or International broadcast station shall provide the FCC with copies of [certain contracts] within 7 days of a request by the FCC,”³² and section 73.3527 states what materials must be included in an NCE station’s OPIF.³³ Here, Cook and Mix argue that the Station failed to upload certain contracts to its OPIF, including a loan agreement with Saldana,³⁴ Station manager and program personnel contracts, attorney contracts, and a studio lease agreement.³⁵ However, such contracts are not

²⁵ 47 U.S.C. § 317(a)(1); 47 CFR § 73.1212(a) (Sponsorship ID Laws).

²⁶ *Sonshine Family Television, Inc.; Sinclair Broadcast Group, Inc.*, Notice of Apparent Liability for Forfeiture, 22 FCC Rcd 18686, 18693-94, para. 15 (2007), *aff’d with reduced forfeiture*, Forfeiture Order, 24 FCC Rcd 14830, 14833-34, para. 12 (2009) (forfeiture paid).

²⁷ *See* Complaint.

²⁸ 47 CFR 73.3615.

²⁹ Cook states that “KSKQ has not filed a completed Noncommercial Broadcast Stations ‘Biennial Ownership Report’ . . . since major changes on the Board . . . after 2018.” Cook Objection at 2-5. Mix states that “KSKQ has not filed the complete BOR report listing all owners and board members.” Mix Objection at 2.

³⁰ Opposition at 2.

³¹ Saldana Declaration at 1.

³² 47 CFR § 73.3613.

³³ *Id.* § 73.3527.

³⁴ Saldana acknowledges that she made a \$14,000 personal loan to the Station in 2011, but states that the loan does not impact ownership or control of the Station. *See* Saldana Declaration at 1.

³⁵ Cook Objection at 2-5; Mix Objection at 1-2.

required to be uploaded to the Station's OPIF.³⁶ We therefore reject this argument.

14. *Programming Content Allegations.* Both Objections also argue that the host of a Station radio show made inflammatory and false statements regarding politics and medicine.³⁷ However, as the Commission has stated, licensees have broad discretion based on their First Amendment right to free speech³⁸ to choose, in good faith, the programming they believe serves the needs and interests of their communities.³⁹ While Cook and Mix may find the host's comments objectionable, their subjective views are not relevant to our consideration of the Application.⁴⁰ Accordingly, we reject their argument.

15. *Other Allegations.* The Objections contain numerous conclusory, contradictory, and/or unsupported allegations, many of which fail to invoke any provision of the Act or the Rules. For Example, the Cook Objection states that the Station "is essentially a 'record club' with very little news regarding current local issues and discussions,"⁴¹ and that it has "no intent to educate[] or inform."⁴² However, at the same time, the Cook Objection argues that KSKQ weighs in on local elections and airs "local politician interviews."⁴³ In another inconsistency, the Cook Exhibit asserts that the Station improperly terminated a programmer, Rob Engorn, for calling attention to allegedly improper actions by another programmer,⁴⁴ but Cook previously stated in his Reply that Mr. Engorn resigned from the Station.⁴⁵ Similarly perplexing is Mix's argument that "Jason Houk is listed as 'engineer,' yet he is credentialed as the stakeholder."⁴⁶

16. Furthermore, both Objections allege, without support, that the Station's physical public file is inaccessible to the public,⁴⁷ the Station lists an old address in its OPIF,⁴⁸ misclassified employees as

³⁶ 47 CFR §§ 73.3613, 73.3527.

³⁷ Cook Objection at 3; Mix Objection at 2.

³⁸ U.S. Const. amend. I; *see also* 47 U.S.C. § 326 ("Nothing in [the] Act shall be understood or construed to give the Commission the power of censorship over radio communications or signals transmitted by any radio station, and no regulation or condition shall be promulgated . . . by the Commission which shall interfere with the right of free speech by means of radio communication").

³⁹ *Pacifica Foundation, Inc.*, Memorandum Opinion and Order, 31 FCC Rcd 13566, 13566, para. 3 (2016); *Time-Life Broadcast, Inc.*, Memorandum Opinion and Order, 33 F.C.C.2d 1081, 1092 (1972); *Office of Communications of United Church of Christ v. FCC*, 707 F.2d 1413, 1432 (D.C. Cir. 1983).

⁴⁰ *See Changes in the Entertainment Formats of Broadcast Stations*, Memorandum Opinion and Order, 60 F.C.C.2d 858, 865-66 (1976), *recon. denied*, Memorandum Opinion and Order, 66 F.C.C.2d 78 (1977), *rev'd sub nom. WNCN Listeners Guild v. FCC*, 610 F.2d 838 (D.C. Cir. 1979), *rev'd*, 450 U.S. 582 (1981) (review of program formats: (1) is not required by the Act; (2) would not benefit the public; (3) would deter innovation; and (4) would impose substantial administrative burdens on the Commission).

⁴¹ Cook Objection at 3.

⁴² *Id.* at 5.

⁴³ *Id.* at 4.

⁴⁴ *See* Cook Exhibit.

⁴⁵ Cook Reply at 2.

⁴⁶ Mix Objection at 2. It is unclear what Mix's argument is here. Engineer and "stakeholder" roles are not mutually exclusive.

⁴⁷ Cook Objection at 2; Mix Objection at 2.

⁴⁸ Cook Objection at 4; Mix Objection at 1.

contractors,⁴⁹ and failed to provide equal time to political candidates.⁵⁰ Additional examples of unsupported allegations in the Cook and Mix Objections include that the Station airs programming unsuitable for children outside of “safe harbor” hours,⁵¹ and failed to put listener complaint letters in its public file.⁵²

17. In addition to lacking support, these allegations are adequately rebutted by the unchallenged Saldana Declaration, signed under penalty of perjury by one of the Licensee’s directors with personal knowledge of the relevant issues.⁵³ Accordingly, we find that, with respect to these claims, the Objections fail to present adequate and specific factual allegations,⁵⁴ and we do not consider them further.

18. *Consent Decree.* The Bureau and Licensee have negotiated—and we herein adopt—the attached Consent Decree in which Licensee admits that it violated the Underwriting Laws. The Consent Decree provides that Licensee shall make a Voluntary Contribution payment to the United States Treasury in the amount of five thousand dollars (\$5,000).⁵⁵ After reviewing the terms of the Consent Decree, we find that the public interest would be served by its approval and by terminating the Bureau’s investigation of the Licensee’s compliance with the Underwriting Laws,⁵⁶ subject to the terms of the Consent Decree. A copy of the Consent Decree is attached and incorporated by reference.

19. *Renewal of License.* We have reviewed the Application in accordance with section 309(k) of the Act,⁵⁷ and find that the Station served the public interest, convenience, and necessity during the subject license term. We also find that there have been no serious violations of the Act or the Rules and no other violations which, taken together, constitute a pattern of abuse. As set forth in the Consent Decree, we will grant the Application by separate action after we receive payment of the Voluntary Contribution required by the Consent Decree, so long as there are no other issues that would preclude grant of the Application.

IV. CONCLUSION

20. ACCORDINGLY, IT IS ORDERED that, pursuant to section 4(i), 4(j) and 309(k) of the Communications Act of 1934, as amended,⁵⁸ and by the authority delegated by sections 0.61 and 0.283 of the FCC’s rules,⁵⁹ the Consent Decree attached hereto IS ADOPTED without change, addition, or modification.

21. IT IS FURTHER ORDERED that the investigation by the Media Bureau of the matters

⁴⁹ Cook Objection at 2; Mix Objection at 2.

⁵⁰ Cook Objection at 3; Mix Objection at 1. Similarly, the Complaint contains a conclusory statement that a local candidate for mayor “used KSKQ to obtain a radio program and espoused her position over the airwaves.” *See* Complaint.

⁵¹ Cook Objection at 4.

⁵² Mix Objection at 2.

⁵³ *See* Saldana Declaration.

⁵⁴ *See Area Christian.*

⁵⁵ Licensee submits financial documentation to the Bureau, including federal tax returns for the years 2022-2024, to support a reduction of the Consent Decree’s Voluntary Contribution based upon Licensee’s inability to pay. The \$5,000 Voluntary Contribution set forth in the Consent Decree reflects consideration of Licensee’s documented inability to pay.

⁵⁶ *See supra* note 4.

⁵⁷ 47 U.S.C. § 309(k)(1).

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

⁵⁹ 47 CFR §§ 0.61, 0.283.

noted above IS TERMINATED.

22. 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 counsel for Multicultural Association of Southern Oregon, Alan Korn, Esq., 1442-A Walnut Street, PMB 387, Berkeley, CA, 94709.

23. IT IS FURTHER ORDERED that, pursuant to sections 73.3584 and 73.3587 of the Commission's rules, 47 CFR §§ 73.3584, 73.3587, the Petition to Deny filed by Mark Cook on December 6, 2021, (Pleading File No. 0000176882) IS DISMISSED as a procedurally defective petition to deny AND ALTERNATIVELY DENIED on the merits as an informal objection.

24. IT IS FURTHER ORDERED that, pursuant to sections 73.3584 and 73.3587 of the Commission's rules, 47 CFR §§ 73.3584, 73.3587, the Petition to Deny filed by Sarah Mix on January 26, 2022, (Pleading File No. 0000181526) IS DISMISSED as a procedurally defective petition to deny AND ALTERNATIVELY DENIED on the merits as an informal objection.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

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

In re Application of)
Multicultural Association of Southern Oregon) NAL/Acct. No. MB-202641410002
For Renewal of License for) FRN: 0010672566
KSKQ(FM)) Facility ID No. 173192
Ashland, Oregon) Application File No. 0000159644

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by and between the Media Bureau (Bureau) of the Federal Communications Commission and Multicultural Association of Southern Oregon, licensee of the above-captioned station, for the purpose of terminating the Bureau’s investigation of the Licensee’s compliance with section 399B of the Communications Act of 1934, as amended, 47 U.S.C. § 399B, and section 73.503(d) of the Commission’s rules, 47 CFR § 73.503(d).

II. DEFINITIONS

- 2. For purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et. seq.;
(b) “Adopting Order” means the order of the Bureau adopting this Consent Decree;
(c) “Application” means the pending application for renewal of license for NCE station KSKQ(FM), Ashland, Oregon, Facility ID No. 173192 (Application File No. 0000159644);
(d) “Bureau” means the Media Bureau of the Federal Communications Commission;
(e) “Voluntary Contribution” means the payment Licensee has agreed to pay to the United States Treasury;
(f) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices;
(g) “Effective Date” means the date on which the Bureau releases the Adopting Order;
(h) “Investigation” means the Bureau’s investigation of information contained in the Application, as detailed herein;
(i) “Licensee” means Multicultural Association of Southern Oregon, licensee of noncommercial educational station KSKQ(FM), Ashland, Oregon, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest;
(j) “NCE” means noncommercial educational;
(k) “Parties” means the Licensee and the Bureau;
(l) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations;
(m) “Station” means NCE station KSKQ(FM), Ashland, Oregon, Facility ID No. 173192;
(n) “Underwriting Laws” means section 399B of the Act, 47 U.S.C. § 399B, and section 73.503(d) of the Rules, 47 CFR § 73.503(d); and

(o) “Violations” mean the Licensee’s noncompliance with the Underwriting Laws.

III. BACKGROUND

3. The Underwriting Laws define an advertisement as, among other things, programming material broadcast “in exchange for any remuneration” and intended to “promote any service, facility, or product” of for-profit entities.¹ Section 399B(b)(2) of the Act specifically provides that noncommercial educational stations may not broadcast advertisements.² Although contributors of funds to such stations may receive on-air acknowledgements of their support, the Commission has held that such acknowledgements are for identification purposes only and must not promote the contributors’ products, services, or businesses.³ Specifically, such announcements must not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent, or lease.⁴

4. Here, the Station aired nine announcements that violate the Underwriting Laws. Specifically, the announcements contain comparative and qualitative descriptions, menu listings of products or services, and inducements to buy products or services.

5. 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 matters, and promote compliance with the Rules, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

IV. TERMS OF AGREEMENT

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

7. **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.

8. **Effective Date; Violations.** 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.

9. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein. 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 (i) institute any new proceeding, formal or informal, or take any action on its own motion against Licensee concerning the matters that were the subjects of the Investigation, or (ii) set for hearing or take any action against Licensee with respect to the question of Licensee’s basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.⁵

¹ 47 U.S.C. § 399B(a).

² *Id.* § 399B(b)(2).

³ *Noncommercial Educational Broadcasting Service; Clarification of Underwriting Guidelines*, Public Notice, 51 Fed. Reg. 21800 (June 16, 1986), republished, Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations, Public Notice, 7 FCC Rcd 827 (1992).

⁴ *Id.*

⁵ *See* 47 CFR § 1.93(b).

10. **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 9, Termination of Investigation, herein, that its actions described in paragraph 4 herein are a true and accurate description of the facts underlying the Investigation.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, 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 Licensee complies with the terms and conditions 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 Underwriting Laws prior to assuming his/her duties.

12. **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 Underwriting Laws, 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 Underwriting Laws. Licensee's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Licensee does not air advertisements that violate the Underwriting Laws. Licensee shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Underwriting Laws.
- (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 Underwriting Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure Licensee's compliance with the Underwriting Laws. Licensee shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current, complete 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 Underwriting Laws and 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 Underwriting Laws under paragraph 13 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 sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time 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.

13. **Reporting Noncompliance.** Licensee shall report any noncompliance with the Underwriting Laws 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 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 will be taken; and (iv) the steps that Licensee has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Audio Division staff: Christopher Clark, Assistant Division Chief, at Christopher.Clark@fcc.gov.

14. **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, and twenty-four (24) 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 Underwriting Laws. 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 13 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.⁶
- (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 to the Audio Division staff: Christopher Clark, Assistant Division Chief, at Christopher.Clark@fcc.gov.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire twenty-four (24) months after the Effective Date.

16. **Voluntary Contribution.** Licensee agrees to pay the Voluntary Contribution to the United States Treasury in the amount of five thousand dollars (\$5,000) as follows: Licensee shall pay the Voluntary Contribution in two installments (each an Installment Payment). The first Installment Payment in the amount of two thousand five hundred dollars (\$2,500) is due within thirty (30) calendar days of the Effective Date. The second Installment Payment of two thousand five hundred dollars (\$2,500) will be due within ninety (90) calendar days from the Effective Date. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a "Claim" or "Debt" as

⁶ 47 CFR § 1.16.

defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.⁷ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Licensee shall send electronic notification of payment to Joseph Cohen at Joseph.Cohen@fcc.gov and Olivia Hill at Olivia.Hill@fcc.gov on the date said payment is made. Payment of the 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 Voluntary Contribution payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:⁸

- 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 159⁹ or printed CORES form¹⁰ 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).¹¹ 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

⁷ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

⁸ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

⁹ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

¹⁰ 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>.

¹¹ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

17. **Qualifications; Agreement to Grant.** 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, referenced in paragraph 16 of this Decree, has been fully and timely satisfied; and 2) there are no issues other than the Violations that would preclude grant of the Application.

18. **Event of Default.** Licensee agrees that an Event of Default shall occur upon the failure by Licensee to pay the full amount of the Voluntary Contribution or any Installment Payment on or before the due date specified in this Consent Decree.

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. **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 Act¹² relating to the matters addressed in this Consent Decree.

21. **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.

22. **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.

23. **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 or order.

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

¹² See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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

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

27. **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.

28. **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.

29. **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: 3/2/2026

Multicultural Association of Southern Oregon



By: _____
Don Senter, President

Date: 02/21/2026