

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

In the Matter of	)	
	)	
Corridor Television, L.L.P.	)	File No.: EB-IHD-22-00033564
	)	CD Acct. No.: 202432080009
Licensee of KCWX(TV), Fredericksburg, Texas	)	FRN: 0004994075
	)	
	)	

ORDER

Adopted: August 13, 2026**Released: August 17, 2026**

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether (1) Corridor Television, L.L.P. (Corridor) failed to participate as required in three Nationwide Tests of the Emergency Alert System (EAS) (formerly known as National Periodic Tests of the EAS)—one time each year in 2018, 2019, and 2021—in apparent violation of section 11.61 of the Commission’s rules; (2) Corridor failed to file 2018 EAS Test Reporting System (ETRS) Form Three within 45 days following the 2018 Nationwide Test of the EAS in apparent violation of section 11.61(a)(3)(iv)(C) of the Commission’s rules; and (3) Corridor submitted incorrect or misleading information, without a reasonable basis for believing such information to be correct and not misleading, in ETRS filings subsequent to each Nationwide Test of the EAS in 2018, 2019, and 2021, in apparent violation of section 1.17(a)(2) of the Commission’s rules. To settle this matter, Corridor admits to the facts underlying the investigation as set forth in the Consent Decree, will implement a compliance plan, and will pay a \$27,000 voluntary contribution.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree, terminating the referenced investigation, and resolving the Notice of Apparent Liability for Forfeiture (NAL) regarding Corridor’s compliance with sections 11.61, 11.61(a)(3)(iv)(C), and 1.17(a)(2) of the Commission’s rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Corridor’s basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) of the Communications Act of 1934, as amended, 47 U.S.C. §§ 154(i), 503(b), and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the NAL **IS RESOLVED** in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against Corridor and/or its stations related to the above-captioned investigation that are pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

¹ 47 CFR §§ 11.61, 11.61(a)(3)(iv)(C), 1.17(a)(2).

² See 47 CFR § 1.93(b).

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Carmen A. Tawil, President, Managing General Partner, Corridor Television, L.L.P., 1402 West Avenue, Austin, Texas 78701, and to Corridor's attorney, Jessica Nyman, Esq., Pillsbury Winthrop Shaw Pittman LLP, 401 West 4th Street, Suite 3200, Austin, Texas 78701.

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Chief
Enforcement Bureau

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Corridor Television, L.L.P.	)	File No.: EB-IHD-22-00033564
	)	CD Acct. No.: 202432080009
Licensee of KCWX(TV), Fredericksburg, Texas	)	FRN: 0004994075
	)	

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission (FCC) and Corridor Television, L.L.P. (Corridor) by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether: (1) Corridor failed to participate as required in three Nationwide Tests of the Emergency Alert System (EAS) (formerly known as National Periodic Tests of the EAS)—one time each year in 2018, 2019, and 2021—in apparent violation of section 11.61 of the Commission's rules;¹ (2) Corridor failed to file 2018 EAS Test Reporting System (ETRS) Form Three within 45 days following the 2018 Nationwide Test of the EAS in apparent violation of section 11.61(a)(3)(iv)(C) of the Commission's rules;² and (3) Corridor submitted incorrect or misleading information, without a reasonable basis for believing such information to be correct and not misleading, in ETRS filings subsequent to each Nationwide Test of the EAS in 2018, 2019, and 2021, in apparent violation of section 1.17(a)(2) of the Commission's rules.³

2. To resolve this matter, Corridor agrees to implement a compliance plan and pay a \$27,000 voluntary contribution.

I. DEFINITIONS

3. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended.⁴
 - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "CD Acct. No." means account number 202432080009, associated with payment obligations described in paragraph 23 of this Consent Decree.
 - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
 - (f) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Corridor is subject by virtue of its business activities, including but not limited to the EAS Rules.

¹ 47 CFR § 11.61.

² *Id.* § 11.61(a)(3)(iv)(C).

³ *See* 47 CFR § 1.17(a)(2).

⁴ 47 U.S.C. § 151 *et seq.*

- (g) “Complaint” means the third-party complaints submitted to the Commission on August 16, 2021, and August 17, 2021, on file in EB-IHD-22-00033564, as described in this Consent Decree at paragraph 9.
- (h) “Compliance Officer” means the individual designated in paragraph 18 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (i) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 19.
- (j) “Corridor” or “Company” means Corridor Television, L.L.P. and its affiliates, subsidiaries, divisions of affiliates and subsidiaries, predecessors-in-interest, and successors-in-interest.
- (k) “Covered Employees” means all employees and agents of Corridor who perform, supervise, oversee, or manage the performance of, duties that relate to Corridor’s responsibilities under the EAS Rules and section 1.17 of the Rules.
- (l) “EAS” means the Emergency Alert System.
- (m) “EAS Participant” means the entities required to comply with the EAS rules under 47 CFR §§ 11.2(b) and 11.11(a).
- (n) “EAS Rules” means section 11.61 of the Rules.
- (o) “Effective Date” means the date by which both the Bureau and Corridor have signed the Consent Decree and the Bureau has released an Adopting Order.
- (p) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-22-00033564 regarding whether Corridor violated sections 11.61, 11.61(a)(3)(iv)(C), and 1.17(a)(2) of the Commission’s rules.
- (q) “NAL” means the Notice of Apparent Liability for Forfeiture issued to Corridor on January 8, 2025.⁵
- (r) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Corridor to implement the Compliance Plan.
- (a) “Parties” means Corridor and the Bureau, each of which is a “Party.”
- (b) “Response” means Corridor’s response to the NAL, submitted on February 7, 2025.⁶
- (c) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (d) “Station” or “KCWX(TV)” means commercial television station KCWX(TV), Fredericksburg, Texas (Facility ID No. 24316), licensed to the Licensee.

II. BACKGROUND

4. The EAS is a national public warning system through which broadcasters, cable systems, and other EAS Participants deliver alerts to the public to warn of impending emergencies and dangers to life and property.⁷ The primary purpose of the EAS is to provide the President of the United States with

⁵ *Corridor Television, L.L.P.*, Notice of Apparent Liability for Forfeiture, FCC 24-133, 40 FCC Rcd 567, 2025 WL 80236 (Jan. 8, 2025) (NAL).

⁶ *Corridor Television, L.L.P.*, Corridor Television L.L.P.’s Written Statement Seeking Reduction of Proposed Forfeiture (Feb. 4, 2025) (on file in EB-IHD-22-00033564) (Response).

⁷ *See Review of the Emergency Alert System; Independent Spanish Broadcasters Association, The Office of Communication of the United Church of Christ, Inc., and the Minority Media and Telecommunications Council, Petition for Immediate Relief*, EB Docket No. 04-296, Fifth Report and Order, 27 FCC Rcd 642, 646, para. 6 (continued....)

“the capability to provide immediate communications and information to the general public at the National, State and Local Area levels during periods of national emergency.”⁸ Under part 11 of the Commission’s rules, national activation of the EAS for a Presidential alert message, initiated by the transmission of an National Emergency Message (EAN) event code, is designed to provide the President of the United States with the capability to transmit an alert message to the American public within 10 minutes from any location at any time, and must take priority over any other alert message and preempt other alert messages in progress.⁹ The EAS is also used to distribute alerts issued by Tribal, state, local, and territorial governments, as well as by the National Weather Service (NWS) and the Federal Emergency Management Agency (FEMA).¹⁰ The Commission, FEMA, and the NWS implement the EAS at the federal level.¹¹

5. Since 2011, the purpose of the Nationwide Test of the EAS has been to allow FEMA and the FCC to assess how the national EAS architecture performs in practice and to develop and implement any necessary improvements to ensure that the EAS, if activated in a real emergency, will perform as designed.¹² The Nationwide Test of the EAS requires the transmission of a national EAS alert by FEMA

(2012) (*Fifth Report and Order*); *Review of the Emergency Alert System*, EB Docket No. 04-296, Notice of Proposed Rulemaking, 19 FCC Rcd 15775, 15776-77, paras. 6-8 (2004). EAS Participants are defined as the entities required to comply with the EAS rules: analog radio broadcast stations, including AM, FM, and Low-power FM stations; digital audio broadcasting stations, including digital AM, FM, and Low-power FM stations; Class A television and Low-power TV stations; digital television broadcast stations, including digital Class A and digital Low-power TV stations; analog cable systems; digital cable systems; wireline video systems; wireless cable systems; direct broadcast satellite service providers; and digital audio radio service providers. See 47 CFR §§ 11.2(b), 11.11(a).

⁸ 47 CFR § 11.1.

⁹ See *id.*; *Review of the Emergency Alert System*, EB Docket No. 04-296, First Report and Order and Further Notice of Proposed Rulemaking, 20 FCC Rcd 18625, 18628, para. 8 (2005); see also 47 CFR §§ 11.33(a)(11), 11.51(m), (n). The EAN was formerly known as the Emergency Action Notification. See, e.g., *Amendment of Part 11 of the Commission’s Rules Regarding the Emergency Alert System*, PS Docket No. 15-94, Report and Order, 37 FCC Rcd 11844, 11854-56, paras. 31-34 (2022) (2022 EAS R&O); see also *Public Safety and Homeland Security Bureau Announces Effective Date and Compliance Dates for Certain Emergency Alert System (EAS) Rules*, PS Docket No. 15-94, Public Notice, DA 22-1189 (PSHSB 2022) (*Public Safety 2022 Public Notice*). Moreover, the National Periodic Test is now known as the Nationwide Test of the Emergency Alert System. See, e.g., 2022 EAS R&O, 37 FCC Rcd at 11854-56, paras. 31-34, 36; see also *Public Safety 2022 Public Notice*. The EAN begins with the EAS Header Code (three long EAS data bursts), like all other EAS alerts, followed by the EAS attention signal (an 8-second tone), then the President or other authorized Federal official will speak for as long as necessary. There is no time limit to the EAN alert. The EAN will end with the EOM code (three short EAS data bursts). See FCC, 2023 EAS Operating Handbook (Feb. 2, 2023), <https://www.fcc.gov/sites/default/files/eashandbook0123.pdf>; FCC, 2021 Emergency Alert System Operating Handbook, <https://www.fcc.gov/file/21437/download> (last visited July 24, 2025) (collectively EAS Operating Handbooks).

¹⁰ NWS also administers NOAA Weather Radio. See National Weather Service, *NOAA Weather Radio*, <https://www.weather.gov/nwr/> (last visited July 24, 2025).

¹¹ The respective roles of the Commission, FEMA, and NWS are defined in a series of Executive documents. See 1981 *State and Local Emergency Broadcasting System (EBS) Memorandum of Understanding Among the Federal Emergency Management Agency (FEMA), Federal Communications Commission (FCC), the National Oceanic and Atmospheric Administration (NOAA), and the National Industry Advisory Committee (NIAC)* reprinted as Appendix K to *Partnership for Public Warning Report 2004-1, The Emergency Alert System (EAS): An Assessment*; *Memorandum, Presidential Communications with the General Public During Periods of National Emergency*, The White House (Sept. 15, 1995) (1995 Presidential Statement); and *Public Alert and Warning System*, Exec. Order No. 13407, 71 Fed. Reg. 36975 (June 26, 2006).

¹² See *Review of the Emergency Alert System*, Third Report and Order, 26 FCC Rcd 1460, 1466 at para. 11 (2011) (*Third EAS Report and Order*) (“The purpose of the test is to assess for the first time the readiness and effectiveness of the EAS from top-to-bottom, i.e., from origination of an alert by the President and transmission through the entire (continued....)”).

and the receipt and retransmission of the alert by thousands of broadcasters, cable operators, and other EAS Participants across the United States and its territories.¹³ In 2018, FEMA initiated the Nationwide Test of the EAS by providing a Common Alerting Protocol-formatted alert on its Internet-based feed for its Integrated Public Alert Warning System (IPAWS).¹⁴ Each EAS Participant was then to receive the alert either directly from IPAWS by polling the IPAWS Internet feed, or via a re-broadcast of the alert by the source that it monitors in the EAS “daisy chain.”¹⁵ In 2019 and 2021, FEMA initiated Nationwide Tests of the EAS by sending alerts that were encoded in the Specific Area Message Encoding (SAME) protocol through the EAS daisy chain end-to-end, starting with transmission to the stations that make up the National Public Warning System (NPWS), also known as Primary Entry Point (PEP) stations, over a secure telephone connection.¹⁶

6. Section 11.61 of the Commission’s rules requires all EAS Participants to conduct tests at regular intervals and sets forth procedures related to those tests. Section 11.61(a)(3)(i) specifically sets forth requirements for national tests and provides such tests:

will consist of the delivery by FEMA to PEP/NP [National Primary] stations of a coded EAS message, including EAS header codes, Attention Signal, Test Script, and EOM [End of Message] code. All other EAS Participants will then be required to relay that EAS message. The coded message shall utilize EAS test codes as designated by the Commission’s rules.¹⁷

7. In addition, section 11.61(a)(3)(iv) requires EAS Participants to submit the national test results to the ETRS as determined by the Commission’s Public Safety and Homeland Security Bureau.¹⁸ When submitting the national test results, EAS Participants must comply with the following requirements:

(A) EAS Participants shall provide the identifying information required by the ETRS initially no later than sixty days after the publication in the Federal

EAS daisy chain, to reception by the American public. Following the conduct and evaluation of the initial national test, it is contemplated that the Commission and its Federal partners will continue to test EAS nationally.”). *Public Safety and Homeland Security Bureau Announce That First Ever Nationwide Diagnostic Test of The Emergency Alert System Will Occur on November 9, 2011 at 2 PM EST*, Public Notice, 26 FCC Rcd 8398 (PSHSB 2011) (“The Commission, along with the Federal Emergency Management Agency, will use the results of this test to assess what works within the EAS and what does not and working together with EAS stakeholders will make improvements to the system as appropriate.”). *Public Safety and Homeland Security Bureau Seeks Comment Regarding Equipment and Operational Issues Identified Following the First Nationwide Test of the Emergency Alert System*, Public Notice, 28 FCC Rcd 13810, 13811 (PSHSB 2013).

¹³ See *Third EAS Report and Order*, 26 FCC Rcd 1460, 1466 at para. 11; 47 CFR § 11.61(a)(3).

¹⁴ FCC, *Report: October 3, 2018 Nationwide WEA and EAS Test* at 8 (PSHSB 2019), <https://docs.fcc.gov/public/attachments/DOC-356902A1.pdf>. CAP is an open, interoperable standard developed by the Organization for the Advancement of Structured Information Standards (OASIS), and incorporates a language developed and widely used for web documents. See 47 CFR § 11.56; see also *Fifth Report and Order*, 27 FCC Rcd at 648-49, paras. 10-11.

¹⁵ Alerts can be transmitted through a broadcast-based hierarchical alert message distribution system in which an alert is broadcast from one or more EAS Participants and subsequently relayed from one station to another until all affected EAS Participants have received the alert and delivered it to the public. This process of EAS alert distribution among EAS Participants is often referred as the “daisy chain” distribution architecture.

¹⁶ See FCC, *Report: August 7, 2019 Nationwide EAS Test* at 5 (PSHSB 2020); FCC, *Report: August 11, 2021 Nationwide EAS Test* at 5 (PSHSB 2021). The NPWS consists of private or commercial radio broadcast stations that cooperatively participate with FEMA to provide emergency alert and warning information to the public prior to, during, and after incidents and disasters. See 47 CFR § 11.18(a). These stations also serve as the primary source of initial broadcast for the National EAS message.

¹⁷ 47 CFR § 11.61(a)(3)(i).

¹⁸ *Id.* § 11.61(a)(3)(iv).

Register of a notice announcing the approval by the Office of Management and Budget of the modified information collection requirements under the Paperwork Reduction Act of 1995 and an effective date of the rule amendment, or within sixty days of the launch of the ETRS, whichever is later, and shall renew this identifying information on a yearly basis or as required by any revision of the EAS Participant's State EAS Plan filed pursuant to § 11.21. [ETRS Form One] (B) "Day of test" data shall be filed in the ETRS within 24 hours of any nationwide test or as otherwise required by the Public Safety and Homeland Security Bureau. [ETRS Form Two] (C) Detailed post-test data shall be filed in the ETRS within forty-five (45) days following any nationwide test.¹⁹ [ETRS Form Three].

8. Section 1.17 of the Commission's rules provides that in any investigatory or adjudicatory matter, any person subject to the rule must provide truthful and accurate information in all interactions with the Commission.²⁰ Section 1.17(a)(2) further provides that no person subject to the rule shall,

[i]n any written statement of fact, provide material factual information that is incorrect or omit material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a reasonable basis for believing that any such material factual statement is correct and not misleading.²¹

The Commission has stated that information provided under section 1.17 is "critical to the Commission's process" and "is even more important when matters of public safety are at stake."²²

9. Corridor is the licensee of station KCWX(TV) (Station) in Fredericksburg, Texas. One hundred percent of Corridor's voting interests are held by Global Information Technologies, Inc., a privately held company based in Texas, which is wholly owned by Saleem Tawil and Carmen Tawil.²³ On August 17, 2021, the Commission received a Complaint concerning the Station.²⁴ The Complaint alleges, *inter alia*, that from 2018-2021, the Station misrepresented its handling and deployment of three Nationwide Tests of the EAS, and violated multiple Commission rules, including section 11.61(a)(3)(i), which requires all EAS Participants to participate in Nationwide Tests of the EAS and Wireless Emergency Alert (WEA).²⁵ The Complaint further alleges that Corridor "may have engaged in a pattern

¹⁹ *Id.* § 11.61(a)(3)(iv). The corresponding ETRS form to subsection (A) is ETRS Form 1; (B) is ETRS Form Two and (C) is ETRS Form Three.

²⁰ *Id.* § 1.17. "Persons who are subject to this rule" include "[a]ny applicant for any Commission authorization" and "[a]ny holder of any Commission authorization, whether by application or by blanket authorization or other rule." *Id.* § 1.17(b)(1), (2).

²¹ *Id.* § 1.17(a)(2).

²² *Aura Holdings of Wisconsin, Inc.*, Notice of Apparent Liability for Forfeiture, 33 FCC Rcd 3688, 3688, para. 2 (2018) (*Aura Holdings*) (proposing the statutory maximum penalty of \$235,668 for willful and repeated failure to provide truthful and accurate information to the Commission), *forfeiture order issued*, 34 FCC Rcd 2540 (2019) (upholding \$235,688 penalty).

²³ See *Commercial Broadcast Stations Biennial Ownership Report*, FCC Form 323, filed for Global Information Technologies, Inc. (File No. 0000221938) (Oct. 4, 2023); *Commercial Broadcast Stations Biennial Ownership Report*, FCC Form 323, filed for Corridor Television, L.L.P. (File No. 0000221936) (Oct. 24, 2023).

²⁴ See Complaint filed by Raymie Humbert and Brandon Polk, No. 3926 (Aug. 17, 2021); related letter Complaint (Aug. 16, 2021) (collectively, Complaint).

²⁵ See Complaint at 4-5. The Complaint also alleges that Corridor violated section 11.35(a), which requires EAS participants to have functioning equipment at their stations. See *id.*; 47 CFR § 11.35(a). The Complaint alleges that Corridor installed improper EAS equipment, which contributed to its failure to participate as required in the National Test of the EAS, noting that "KCWX generally does not activate its EAS for situations where other broadcast outlets (continued....)

of misrepresentation to the Commission” in Corridor’s filings in the ETRS, as required by section 11.61(a)(3)(iv) of the Commission’s rules.²⁶

10. On September 14, 2022, the FCC’s Enforcement Bureau issued a Letter of Inquiry (LOI) to Corridor,²⁷ which Corridor responded to on October 14, 2022.²⁸ With respect to the alleged violations of section 11.61(a)(3)(i), Corridor admitted that it did not transmit the correct SAME Headers, test script audio, activation codes, and crawls in the 2018 and 2019 Nationwide Tests of the EAS, and did not use the correct SAME Header in the 2021 Nationwide Test of the EAS, as required by section 11.61(a)(3)(i), because its staff did not know how to, but, instead, substituted and transmitted prior years’ EAS Tones that it had gathered from the Internet.²⁹ Regarding the Complainant’s allegations that Corridor may have engaged in a pattern of misrepresentation with respect to Corridor’s filings in the ETRS, the Commission reviewed Corridor’s 2018, 2019, and 2021 ETRS filings, each which certified, among other requirements, that “the information [Corridor] . . . provided on this form and the attachments is true and accurate [.]”³⁰

11. Following an investigation by the Bureau, on January 8, 2025, the Commission issued the NAL, in which it found that: (1) Corridor apparently willfully and repeatedly violated section 11.61(a)(3)(i) of the Commission’s rules by failing to participate as required in the 2018, 2019, and 2021 Nationwide Tests of the EAS;³¹ (2) Corridor apparently violated section 11.61(a)(3)(iv)(C) of the Commission’s rules by failing to file its required 2018 ETRS Report;³² and (3) Corridor apparently willfully and repeatedly violated section 1.17(a)(2) of the Commission’s rules in each of its ETRS Form Two reports in 2018, 2019, and 2021, and in each of its ETRS Form Three reports in 2019 and 2021.³³ The NAL proposed a total forfeiture of \$369,190 for Corridor’s willful and repeated violations.

12. In its Response, Corridor provided evidence demonstrating that it lacks the ability to pay the forfeiture proposed in the NAL and, among other things, an explanation as to the circumstances under which incorrect certifications were made to the Commission.³⁴ After considering the Response, including that demonstrated inability to pay, the Bureau has agreed to accept a reduced voluntary contribution from Corridor, and the Bureau and Corridor have also negotiated other terms of this Consent Decree, subject to specific terms and conditions set forth herein, by which the Bureau will terminate the Investigation and resolve the NAL. In consideration, Corridor agrees to implement and maintain a Compliance Plan

in the San Antonio area do.” Complaint at 4. In the course of our investigation, Corridor provided evidence that in 2018, 2019, and 2021, it had EAS equipment installed at the Station, which met the operational readiness requirements of section 11.35(a). *See* Letter from Burt A. Braverman, Esq., Counsel for Corridor Television, L.L.P., to Marlene H. Dortch, Secretary, FCC (Oct. 14, 2022) (on file in EB-IHD-22-00033564) (LOI Response). Therefore, we hereby dismiss the elements of the Complaint related to section 11.35(a).

²⁶ *See* Complaint at 5.

²⁷ *See* Letter from Christopher J. Sova, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, to Ms. Carmen A. Tawil, Managing Partner, Corridor Television, LLP (Sept. 14, 2022) (on file in EB-IHD-22-00033564).

²⁸ *See* LOI Response.

²⁹ *See id.* at 4-8.

³⁰ *See., e.g.,* Corridor Television ETRS Form Three – Detailed Test Reporting, Test Record ETRS10139707, filed on Sept. 27, 2021. In its 2021 ETRS Form Three, Corridor certified that it received the EAS test message from a source station, listed the date and time of the receipt of first message, and certified that there were “no complications with receipt.” Corridor further certified that it retransmitted the test message to the public, including the date and time of the retransmission, and certified that there were “no complications with retransmission.” *Id.*

³¹ *See* NAL, *supra* note 5.

³² *See id.*

³³ *See id.*

³⁴ *See* Response, *supra* note 6.

designed to ensure its future compliance with the EAS Rules and has agreed to pay a voluntary contribution of \$27,000 to the United States Treasury.

III. TERMS OF AGREEMENT

13. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order without change, addition, deletion or modification.

14. **Jurisdiction.** Corridor agrees for the purposes of this Consent Decree 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.

15. **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.

16. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation and dismiss the Complaint. In consideration for the termination of the Investigation and dismissal of the Complaint, Corridor 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, (i) to institute any new proceeding, formal or informal, or take any action on its own motion against Corridor concerning the matters that were the subjects of the Investigation, or (ii) to set for hearing or take any action against Corridor with respect to the question of Corridor's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigations.³⁵

17. **Admission of Facts.** Corridor admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 16 herein, that its and the Station's actions described in paragraphs 9-12 herein are a true and accurate description of the facts underlying the Investigation.

18. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Corridor 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 Corridor 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 EAS Rules prior to assuming his/her duties.

19. **Compliance Plan.** For purposes of settling the matters set forth herein, Corridor agrees that it shall, within ninety (90) 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 sections 11.61 and 1.17 of the Commission's rules, Corridor will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, Corridor shall establish Operating Procedures that all Covered Employees must follow to help ensure Corridor's compliance with sections 11.61 and 1.17 of the Commission's rules. Corridor's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Corridor properly participates in Nationwide Tests of the EAS, properly and timely files its ETRS forms, and files correct and not misleading information in its ETRS filings. Corridor shall also develop a Compliance Checklist that describes the steps that a

³⁵ See 47 CFR § 1.93(b).

Covered Employee must follow to ensure compliance with sections 11.61 and 1.17 of the Commission's rules.

- (b) **Compliance Manual.** Within ninety (90) 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 sections 11.61 and 1.17 of the Commission's rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure Corridor's compliance with sections 11.61 and 1.17 of the Commission's rules. Corridor shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current, complete and accurate. Corridor shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Corridor shall establish and implement a Compliance Training Program on compliance with sections 11.61 and 1.17 of the Commission's rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Corridor's obligation to report any noncompliance with sections 11.61 and 1.17 of the Commission's rules under paragraph 20 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 ninety (90) calendar days after the Effective Date, except that: (i) 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; and (ii) any Covered Employee who is on leave during the applicable training period shall be trained within thirty (30) calendar days after the date such person returns from leave. Corridor 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.

20. **Reporting Noncompliance.** Corridor shall report any noncompliance with sections 11.61 and 1.17 of the Commission's rules and with the terms and conditions of this Consent Decree within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Corridor 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 Corridor has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Bureau at IHDMedia@fcc.gov.

21. **Compliance Reports.** Corridor shall file compliance reports with the Commission 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 Corridor's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and sections 11.61 and 1.17 of the Commission's rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Corridor, stating that the Compliance Officer has personal knowledge that Corridor: (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 20 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.³⁶

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Corridor, 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 Corridor has taken or will take to remedy such noncompliance, including the schedule on which the proposed remedial actions will be taken; and (iii) the steps that Corridor 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 Bureau at IHDMedia@fcc.gov.

22. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 18 through 21 of this Consent Decree shall expire twenty-four (24) months after the Effective Date.

23. **Voluntary Contribution.** Corridor will pay a voluntary contribution to the United States Treasury in the amount of twenty-seven thousand dollars (\$27,000) within thirty (30) calendar days of the Effective Date. Corridor acknowledges and agrees that upon execution of this Consent Decree, the voluntary contribution shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).³⁷ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Corridor shall send electronic notification of payment to the Bureau at IHDMedia@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:³⁸

- 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 159³⁹ or printed CORES form⁴⁰ 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).⁴¹ 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

³⁶ *Id.* § 1.16.

³⁷ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

³⁸ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

³⁹ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

⁴⁰ 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>.

⁴¹ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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/core/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

24. **Event of Default.** Corridor agrees that an Event of Default shall occur upon the failure by Corridor to pay the full amount of the voluntary contribution on or before the due date specified in this Consent Decree.

25. **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 shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the voluntary contribution, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Corridor.

26. **Waivers.** As of the Effective Date, Corridor 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. Corridor 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 Corridor nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Corridor shall waive any statutory right to a trial *de novo*. Corridor hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act⁴² relating to the matters addressed in this Consent Decree.

27. **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.

28. **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.

⁴² See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

29. **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 Corridor does not expressly consent) that provision will be superseded by such Rule or order.

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

31. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigations. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

33. **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.

34. **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.

35. **Counterparts.** This Consent Decree may be signed in counterparts (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.

Patrick Webre
Chief
Enforcement Bureau

Date

Carmen A. Tawil
President, Managing General Partner
Corridor Television, L.L.P.

Date