

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

In re Application of)	Facility ID No. 164088
)	NAL/Acct. No. MB-202241410017
Socorro Community Radio, LLC)	FRN: 0022035885
)	
for Renewal of License for)	Application File No. 0000148035
KYRN(FM), Socorro, New Mexico)	
)	

MEMORANDUM OPINION AND ORDER

Adopted: June 21, 2022

Released: June 22, 2022

By the Chief, Audio Division, Media Bureau:

1. We have before us (1) the above-captioned application (Application)¹ of Socorro Community Radio, LLC (Socorro, or the Licensee) for renewal of license for KYRN(FM), Socorro, New Mexico (the Station); (2) the petition to deny (Petition),² which we treat as an informal objection, of Green Lion Media LLC (Green Lion); and (3) related pleadings.³ For the reasons set forth below, we dismiss the Petition as procedurally defective and alternatively deny it on the merits, and we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Licensee. The Consent Decree resolves the Bureau’s investigation of the Licensee’s compliance with section 310(d) of the Communications Act of 1934, as amended (Act),⁴ and section 73.3540 of the Commission’s rules.⁵ As set forth in the attached Consent Decree, we will grant the Application upon payment of the civil penalty provided that there are no issues other than those resolved by the Consent Decree that would preclude grant of the Application.⁶

2. *Background.* In the Petition, Green Lion alleges that there was an unauthorized transfer of control in 2013 when Socorro failed to notify the Commission of the death of William H. Pace, who was its sole member.⁷ At the time, Socorro operated the Station pursuant to a time brokerage agreement (TBA), while the Station was licensed to Sovereign City Radio, LLC.⁸ Green Lion asserts that an unauthorized transfer of control also occurred in July 2017 after Licensee agreed to sell the Station to Green Lion, when Green Lion states that it “assumed all station assets and liabilities,” including the station domain, phone numbers, mailing addresses, the ability to hire and pay contractors in support of

¹ Application of Socorro Community Radio, LLC for Renewal, Application File No. 0000148035 (filed May 28, 2021) (Application).

² Petition to Deny of Green Lion Media LLC, Pleading File No. 0000158175 (filed Aug. 30, 2021) (Petition).

³ Opposition of Socorro, Pleading File No. 0000186795 (filed Mar. 17, 2022) (Opposition); Reply of Green Lion, Pleading File No. 0000188861 (filed Apr. 5, 2022) (Reply). Both parties also submitted letters from community members and organizations supporting their respective positions. *See* Opposition, attach., KYRN 102.1 Socorro Community Radio Letters in support of renewal; Reply, attach., RGVR-Letters of Support.

⁴ 47 U.S.C. § 310(d).

⁵ 47 CFR § 73.3540.

⁶ Consent Decree, para. 20.

⁷ Petition at 8-9. Green Lion states that upon his death, the interests of William H. Pace transferred to Tamara Pace. *Id.*

⁸ *Id.*

station services, and operation of the Station, without prior Commission authorization.⁹ Finally, Green Lion claims that Licensee reported the wrong dates on a Special Temporary Authority (STA) request for the Station to remain silent and information on the Station's Issues/Programs lists for the third and fourth quarters of 2017 and the first quarter of 2018.¹⁰ Green Lion requests that we deny the Application.

3. In the Opposition, the Licensee states that the Petition is procedurally defective because it is not supported by an affidavit from a person with personal knowledge of the facts alleged and lacks the required certificate of service.¹¹ Regarding the substantive arguments, the Licensee denies that the death of Mr. Pace in 2013 resulted in an unauthorized transfer of control of the Station because Socorro was not the licensee of the Station then.¹² Subsequently, in 2014, the station license was assigned from Sovereign City Radio Services, LLC, to Socorro pursuant to a granted assignment of license application,¹³ and Licensee admits that there was an unauthorized transfer of control in 2017 when its sole owner moved out of state to begin a new job and allowed Green Lion to assume control of the Station without prior Commission authorization.¹⁴ Licensee states that after it filed a lawsuit against Green Lion and its owner on December 22, 2017, Green Lion "stopped operating [the Station] in March 2018" and the Station went "off the air for nearly a year."¹⁵ Finally, the Licensee states that it provided truthful information on its silent STA request and Issues/Programs lists. Regarding the STA, Licensee claims that Green Lion agreed in court to silence the Station on March 19, and accordingly, the Licensee filed the STA request on March 20.¹⁶ Similarly, the Licensee states that it was truthful on the Issues/Programs lists, because it provided the information that was available to it and disclosed that it did not have complete information to report for the relevant periods.¹⁷ Licensee requests that we dismiss the Petition and grant the Application.

4. In the Reply, Green Lion repeats its claims of unauthorized transfers of control and false information on the Station's Issues/Programs lists and STA filings.¹⁸ Green Lion further asserts that it was unable to properly certify the mailing of the Objection because the Licensee purportedly failed to keep the Station's mailing address current as required by section 1.5 of the Commission's rules.¹⁹

5. *Discussion. Procedural Issues.* Section 309(d)(1) of the Act authorizes any party in interest to file a petition to deny any application as 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

⁹ *Id.* at 10. A transfer of control application was not filed with the Commission.

¹⁰ *Id.* at 11. Green Lion states that it was operating the Station during this time, not the Licensee. *Id.*

¹¹ Opposition at 3.

¹² *Id.* at 4.

¹³ *Id.*; Consummation Notice of Sovereign City Radio Services, LLC, https://licensing.fcc.gov/cgi-bin/ws.exe/prod/cdbs/forms/prod/cdbsmenu.hts?context=25&appn=101639586&formid=905&fac_num=164088, on file at CDBS (May 30, 2014).

¹⁴ *Id.* ("To this the applicant pleads guilty..."). According to Licensee, the disputes between itself and Green Lion regarding the sale agreement and operation of the Station are in litigation in local courts. *Id.* at 4-7. Licensee states that it "greatly regrets the inadvertent unauthorized transfer of control..." *Id.* at 7.

¹⁵ *Id.* at 6.

¹⁶ *Id.* at 8.

¹⁷ *Id.*; Application Attach., Explanation and Remedy for KYRN OPIF Issues.

¹⁸ Green Lion also adds lengthy details regarding private contractual disputes between itself and the Licensee which are outside the purview of the Commission.

¹⁹ Reply at 5-7, citing 47 CFR § 1.5. The Licensee provided a mailing address on the Application.

prima facie inconsistent with [the public interest].”²⁰ These allegations of fact, except for those of which official notice may be taken, must be supported by an affidavit or declaration under penalty of perjury of someone with personal knowledge of the facts alleged. Here, Green Lion filed its Petition without an affidavit to support the allegations raised within its pleading. Therefore, we find that the pleading is a procedurally defective petition to deny and dismiss it as such.²¹ However, we also consider the pleading as an informal objection pursuant to section 73.3587 of the rules and alternatively deny it on the merits for the reasons discussed below.

6. Substantive Issues. Under section 309(k) of the Act, the Commission shall grant the 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 Commission’s rules; and (3) there have been no other violations which, taken together, constitute a pattern of abuse. 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.”

7. 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 309(k) of the Act.²² Informal objections must also contain adequate and specific factual allegations sufficient to warrant the relief requested.²³

8. We reject Green Lion’s argument that an unauthorized transfer of control occurred in 2013.²⁴ Green Lion states that William H. Pace died on January 27, 2013.²⁵ At that time, Sovereign City Radio Services, LLC, was the licensee of the Station²⁶ and operated it under a TBA with Socorro.²⁷ Green Lion does not claim that Socorro had de facto control of the Station prior to becoming the Licensee in 2014.²⁸ Because Socorro was not the licensee or alleged to be in control of the Station in 2013, Green Lion has not shown that the death of William H. Pace resulted in a transfer of control of the Station.

9. However, we find, and the Licensee admits, that there was an unauthorized transfer of control in 2017 when Green Lion assumed control of the Station without obtaining prior Commission

²⁰ 47 U.S.C. § 309.

²¹ Because we find that the pleading is defective as a petition to deny and treat it as an informal objection, it is not necessary for us to address the parties’ arguments regarding certification.

²² 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).

²³ *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).

²⁴ Petition at 8-9.

²⁵ *Id.* at 8.

²⁶ *See* File No. BOA-20131112CAX (filed Nov. 12, 2013). Sovereign City Radio Services, LLC’s sole member was All That Matters, LLC, whose sole member was Mark C. Follett. *Id.*

²⁷ Petition at 8; Opposition at 4.

²⁸ *See* File No. BALH - 20140131AMX (granted Apr. 24, 2014). On the assignment application, Socorro is listed as the assignee, and the parties in interest are listed as Steve Edmondson (70% interest) and Sovereign City Radio Services, LLC (30% interest). *Id.*

consent.²⁹ As discussed below, we are adopting a consent decree to address this violation of section 310(d) of the Act and section 73.3540 of the Commission's rules.³⁰

10. Finally, we reject Green Lion's assertion that the Licensee reported false dates on its STA request and false information on the Issues/Programs lists for the third and fourth quarters of 2017 and the first quarter of 2018. Licensee filed for STA on March 20, 2018, citing "ownership/management issues" as its reason for going silent.³¹ That is consistent with both parties' assertions in the pleadings and the licensee's representations in the Application.³² Similarly, the Petition alleges that Licensee was unable to report on specific programming information for the third and fourth quarters of 2017 and the first quarter of 2018 because the Licensee did not control the Station at that time.³³ However, the Issues/Programs lists for the third and fourth quarters of 2017 contain general information and disclose that more specific information about the individual programs that aired was unavailable at the time.³⁴ In addition, the Licensee disclosed on the Application that it did not know the details of the Station's programming and was therefore unable to report in detail on the Issues/Programs lists for the third and fourth quarters of 2017 and the first quarter of 2018, on the Application.³⁵ Because Green Lion has not raised specific and properly supported allegations of fact that would bring the Licensee's representations into question, we reject the assertion that the Licensee provided false information on the STA and OPIF filings.

11. *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 Licensee violated section 310 of the Act and section 73.3540 of the rules.³⁶ The Consent Decree also requires, among other things, that Licensee make a one thousand five hundred dollar (\$1,500) civil penalty payment to the United States Treasury. A copy of the Consent Decree is attached hereto and incorporated by reference.

12. *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 that record creates a substantial and material question of fact as to whether Licensee possesses the basic qualifications to be a Commission licensee.

²⁹ See supra note 14.

³⁰ 47 U.S.C. § 310(d); 47 CFR § 73.3540. See *infra* para. 11.

³¹ See File No. BLSTA-20180320AAQ. Licensee stated "because of unforeseen circumstances a planned change of ownership failed to materialize and in order to be in compliance with FCC regulations the station will need to be silent until proper management and/or new ownership can be established." *Id.*, Exhibit 1.

³² See Application Attach., Dates and Explanation of Suspension of Operations for KYRN 102.1 under STA ("The cause of the suspension of operation was because of unforeseen circumstances a planned change of ownership failed to materialize and to be in compliance with FCC regulations the station needed to be silenced until proper management and/or new ownership could be established."); Reply at 22 (stating that Edmondson took "the station off-air" by filing a lawsuit on December 22, 2017); Petition at 4-6 (describing the planned change of ownership from Socorro to Green Lion which failed to materialize).

³³ Petition at 11.

³⁴ Both of these documents state merely "Keeping You Informed" aired Saturday's at Noon—Information about the individual program that aired was unavailable at the time. See FCC, *Public Inspection File*, <https://publicfiles.fcc.gov/fm-profile/KYRN/Issues%20and%20Programs%20Lists/470912c8-a715-9dc8-89e0-86a838e1ffbc> (last visited May 12, 2022).

³⁵ See Application Attach., Explanation and Remedy for KYRN OPIF Issues.

³⁶ 47 U.S.C. § 310(d); 47 CFR § 73.3540.

13. **ACCORDINGLY, IT IS ORDERED** that the Petition to Deny filed by Green Lion Media, LLC on August 30, 2021 (Pleading File No. 0000158175) IS DISMISSED as procedurally defective and alternatively IS DENIED on the merits.

14. **IT IS FURTHER ORDERED** that, pursuant to section 4(i), 4 (j) and 503(b) of the Act,³⁷ and by the authority delegated by sections 0.61 and 0.283 of the FCC's Rules,³⁸ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

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

16. **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.

17. **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 Socorro Community Radio, LLC, c/o Steve Edmondson, PO Box 1927, Socorro, NM, 87801, and by email to minecountry1021kyn@gmail.com.

FEDERAL COMMUNICATIONS COMMISSION

Albert Shuldiner
Chief, Audio Division
Media Bureau

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

³⁸ 47 CFR §§ 0.61, 0.283.

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for Renewal of License for)	Application File No. 0000148035
KYRN(FM), Socorro, New Mexico)	
)	

CONSENT DECREE

I. INTRODUCTION

1. This Consent Decree is entered into by and between the Media Bureau of the Federal Communications Commission, and Socorro Community Radio, LLC, by its respective authorized representative, for the purpose of resolving certain issues related to the unauthorized transfer of control of Socorro Community Radio, LLC, licensee of Station KYRN(FM), Socorro, New Mexico, and terminating the Media Bureau’s investigation concerning compliance with section 310(d) of the Communications Act of 1934, as amended (Act),¹ and section 73.3540 of the Commission’s rules.²

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 FCC Form 2100, Schedule 303-S application for renewal of license for KYRN(FM), Socorro, New Mexico, Application File No. 0000148035;
 - (d) “Bureau” means the Media Bureau of the Federal Communications Commission;
 - (e) “Civil Penalty” 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 the issues raised in the Petition;
 - (i) “License” refers to the license authorization for Station KYRN(FM), Socorro, New Mexico (Fac. ID No. 164088);

¹ 47 U.S.C. § 310(d).

² 47 CFR § 73.3540.

- (j) “Licensee” means Socorro Community Radio, LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest;
- (k) “Parties” means Socorro Community Radio, LLC and the Bureau, each of which is a “Party”;
- (l) “Petition” means the Petition to Deny filed by Green Lion Media LLC on August 30, 2021, Pleading File No. 0000158175;
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations;
- (n) “Station” means KYRN(FM), Socorro, New Mexico, Facility ID No. 164088;
- (o) “Transfer of Control Rule” means 47 CFR § 73.3540;
- (p) “Violation” means the unauthorized transfer of control of the License in violation of section 310(d) of the Act and section 73.3540 of the Rules.

III. BACKGROUND

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

No construction permit or station license, or any 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.³

Section 73.3540, the Transfer of Control Rule, implements section 310(d) of the Act.⁴

4. On May 14, 2014, Socorro Community Radio, LLC, acquired the License for KYRN(FM) pursuant to a granted assignment of license.⁵ Licensee reports that on June 16, 2017, it entered into an agreement to sell the Station’s assets to Tom Reese Janca of Green Lion Media LLC, who operated the Station⁶ from July 2017 until the Station went silent in March 2018.⁷

5. Licensee filed the Application on May 28, 2021, and Green Lion Media, LLC, filed the Petition on August 30, 2021.⁸ In its Opposition to the Petition, Licensee acknowledged that there was an

³ 47 U.S.C. § 310(d).

⁴ 47 CFR § 73.3540.

⁵ See FCC Form 905, Consummation Notice for Application File No. BALH-20140131AMX (filed May 30, 2014). Prior to becoming its sole member in 2021, Steve Edmondson held 70% of total assets in Socorro Community Radio, LLC, and Sovereign City Radio Services, LLC, held the remaining 30%. See Application File No. BALH-20140131AMX (granted Apr. 24, 2014). The sole member of Sovereign City Radio Services, LLC, was All That Matters, LLC, whose sole member was Mark C. Follett. See File No. BOA-20131112CAX (filed Nov. 12, 2013).

⁶ See Opposition of Licensee, Pleading File No. 0000186795 (filed Mar. 17, 2022) (Opposition).

⁷ See Letter from Lisa Scanlan, Deputy Chief, Audio Division, FCC Media Bureau, to Steven L. Edmondson, Socorro Community Radio, LLC (Apr. 3, 2018) (on file at http://licensing.fcc.gov/cgi-bin/prod/cdbs/forms/prod/getimportletter_exh.cgi?import_letter_id=84477) (granting Special Temporary Authority (STA) for Station to remain silent from March 3, 2018).

⁸ See Petition to Deny of Green Lion Media, LLC, Pleading File No. 0000158175 (filed Aug. 30, 2021).

unauthorized transfer of control of the Station to Tom Reese Janca during the period he operated the station from July 2017 to March 2018.⁹

6. The Bureau and the Licensee have negotiated the terms of the Consent Decree that terminates the Investigation into the matters discussed above. As part of the Consent decree, the Licensee agrees to make a Civil Penalty payment of one thousand five hundred dollars (\$1,500) to the U.S. Treasury.

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 the authority to enter into and adopt this Consent Decree.

9. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Licensee agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

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 Licensee's pending radio license renewal Application in the ordinary course. In consideration for such, the Licensee agrees to the terms, conditions, and procedures contained herein.

11. The Bureau further agrees that, in the absence of new material evidence, it will not use the Violation or the existence of this Consent Decree in any action against Licensee concerning the matters that were the subject of the Investigation, provided that the Licensee satisfies all of its obligations under this Consent Decree. In the event that the Licensee fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to each Violation, and/or the violation of this Consent Decree.

12. **Admission of Liability.** Licensee stipulates for purposes of this Consent Decree that it violated section 310(d) of the Act and the Transfer of Control Rule by failing to file for prior Commission consent for the transfer of control of the License. Licensee acknowledges that the Commission or its delegated authority may consider the Licensee's admission of liability in this Consent Decree in proposing any future forfeiture against Licensee in the event the Licensee is determined to have apparently committed a violation of the Act, the Rules, or of any orders of the Commission after the Effective Date, whether related to the Transfer of Control Rule, the Online Public Inspection File Rule or otherwise.

13. **Civil Penalty.** Licensee agrees to pay the Civil Penalty to the United States Treasury in the amount of one thousand five hundred dollars (\$1,500), within thirty (30) calendar days after the Effective Date. Licensee acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.¹⁰

⁹ Opposition at 6.

¹⁰ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

14. **Payment.** Licensee will also send electronic notification of payment to Christopher Clark at Christopher.Clark@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),¹¹ or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹²

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters "FORF" in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹³ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select "Manage Existing FRNs | FRN Financial | Bills & Fees" from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the "Open Bills" tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). After selecting the bill for payment, choose the "Pay by Credit Card" option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission's Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log in using the 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 NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). Finally, choose the "Pay from Bank Account" option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

15. **Event of Default.** Licensee agrees that an Event of Default shall occur upon the failure by Licensee to pay the full amount of the Civil Penalty or any Installment Payment on or about the due date specified in this Consent Decree.

¹¹ Payments made using CORES do not require the submission of an FCC Form 159.

¹² For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

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

16. **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 Civil Penalty 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 Civil Penalty 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.

17. **Termination Date.** The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate upon payment of the Civil Penalty pursuant to Paragraph 14.

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

19. **Qualifications; Agreement to Grant.** 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 Civil Penalty payment, referenced in paragraph 14 of this Consent Decree, has been fully and timely satisfied; and 2) there are no issues other than the Violation that would preclude grant of the Application.

20. **Waivers.** Licensee agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition or modification. If any 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, no Party will contest the validity of the Consent Decree or Adopting Order, and Licensee will waive any statutory right to a *trial de novo*. Licensee further agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and Section 1.1501 *et. seq.* of the Rules relating to the Consent Decree or Adopting Order.

21. **Severability.** The Parties agree that if a court of competent jurisdiction renders any of the provisions of this Consent Decree unenforceable, such unenforceability shall not render unenforceable the 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 will 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 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 Licensee does not expressly consent), such 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.

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 or amended without the advance written consent of all 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 Party 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 counterparts and/or electronically and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed electronically or by original signatures.

**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**



By: _____
Albert Shuldiner, Chief, Audio Division

Date: 6/21/2022

Socorro Community Radio, LLC

By: _____
Steve Edmondson

Date: _____

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**MEDIA BUREAU
FEDERAL COMMUNICATIONS COMMISSION**

By: _____
Albert Shuldiner, Chief, Audio Division

Date: _____

Socorro Community Radio, LLC

By: Steve Edmondson
Steve Edmondson

Date: June 17, 2022