

CONSENT DECREE**I. Introduction**

1. This Consent Decree is entered into by the Media Bureau of the Federal Communications Commission and Harold Dean Goad, principal of Patrick County Communications, L.L.C., proposed assignee of the Station WHEO(AM), Stuart, Virginia.

**II. Definitions**

2. For the 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) “Assignment Application” means the FCC Form 314 application filed by Mountain View Communications, Inc. and Patrick County for approval of the assignment of the license for the Station (File No. BAL-20080516AAK);
- (c) “Bureau” means the Media Bureau of the Federal Communications Commission;
- (d) “Checklists” means the FCC’s Broadcast Self-Inspection Checklists (<http://www.fcc.gov/eb/bc-chklsts/>) as of the Effective Date;
- (e) “Clark” means Jamie T. Clark, sole shareholder in licensee/assignor Mountain View Communications, Inc.;
- (d) “Commission” or “FCC” means the Federal Communications Commission;
- (f) “Compliance Plan” means the compliance plan provided in the Appendix hereto;
- (g) “Corbett Letter” means the letter received January 12, 2009, from Christopher A. Corbett, Esq. to Marlene Dortch, Esq., Secretary, Federal Communications Commission;
- (f) “Effective Date” means the date on which the Bureau releases the Order;
- (g) “Final Order” means the status of the Order after the period for administrative and judicial review has lapsed;
- (h) “Goad” means Harold Dean Goad, 50 percent owner, Co-Manager, and Member of Patrick County Communications, L.L.C.;
- (i) “Mountain View” means Mountain View Communications, Inc., current licensee of WHEO(AM), Stuart, Virginia;
- (k) “Order” means an order of the Bureau adopting this Consent Decree;

- (l) "Parties" means Goad and the Bureau;
- (m) "Patrick County" means Patrick County Communications, L.L.C., proposed assignee of Station WHEO(AM);
- (n) "Rules" means the Commission's regulations set forth in Title 47 of the Code of Federal Regulations;
- (n) "Station" means Station WHEO(AM), Stuart, Virginia (Facility ID No. 46335), currently licensed to Mountain View Communications, Inc.

### III. Background

3. On May 16, 2008, the Mountain View and Patrick County submitted the Assignment Application seeking consent to the assignment of the Station's license to Patrick County. The Assignment Application disclosed the guilty plea of Mountain View's sole shareholder, Clark, to four counts of felony distribution of child pornography and one count of felony possession of child pornography. In the process of investigating the facts leading up to the filing of the assignment application, the staff discovered that Clark acquired complete control of Mountain View from Goad without prior Commission approval in April of 2005. Goad is 50% owner, Co-Manager, and member of Patrick County. In response to an informal request for additional information from the staff, Mountain View and Patrick County submitted the Corbett Letter, detailing the Station's recent history and ownership.

4. Goad acknowledges that neither he nor Clark sought Commission approval for Clark's acquisition of control of Mountain View. Goad has represented that, upon grant of the Assignment Application, Mountain View and Patrick County will consummate the assignment of the Station from Mountain View to Patrick County in accordance with the terms of their agreements, after which Clark will hold no attributable broadcast interests and will have no involvement in or responsibility for the operation of the Station.

5. The Bureau and Goad acknowledge that any proceeding that might result from this proceeding will be time-consuming and will require the expenditure of public and private resources. In order to conserve such resources and to promote future compliance by Mountain View with the Act and the Rules, the Bureau and Goad are entering into this Consent Decree in consideration of the mutual commitments made herein.

### IV. Agreement

6. Goad and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. Goad and the Bureau each represents and warrants that its signatory is duly authorized to enter into this Consent Decree on its behalf. Goad agrees that the Commission has jurisdiction over the matters contained in this Consent Decree.

7. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Order.

8. The Parties agree that this Consent Decree shall become effective on the Effective Date. Upon the Effective Date, the Order and this Consent Decree shall have the same force and effect as any other order of the Bureau and any violation of the terms of this Consent Decree shall constitute a separate

violation of a Bureau order, entitling the Bureau or the Commission to exercise any rights and remedies attendant to the enforcement of a Bureau order.

9. The Bureau agrees to grant the Assignment Application after the Effective Date, provided that the following conditions have been met: (1) Goad has fully and timely satisfied his obligations to make the voluntary contribution in the manner specified in Paragraph 14 below; and (2) there are no issues that would preclude grant of the Assignment Application. In the event that there are issues that would preclude the grant of the Assignment Application, the Assignment Application will remain pending.

10. From and after the Effective Date, the Bureau shall not, either on its own motion or in response to third-party objection, initiate any inquiries, investigations, forfeiture proceedings, hearings, or other sanctions or actions against the Goad, Patrick County, or the Station, based in whole or in part on the information discovered and/or disclosed in connection with the Assignment Application, including but not limited to the Corbett Letter. The Bureau agrees that, in the absence of material new evidence, it will not, on its own motion, initiate or recommend to the Commission, any new proceeding, formal or informal, regarding the matters discussed in Paragraphs 3 and 4, above, with regard to any violations of the Act, the Rules, or Commission policy, that occurred prior to the Effective Date. The Bureau further agrees that, in the absence of material new evidence, it will not use the facts developed in the Investigation prior to the Effective Date to initiate on its own motion, or recommend to the Commission, any proceeding, formal or informal, or take any action on its own motion against Goad and/or Patrick County with respect to their respective basic qualifications to be or remain a Commission licensee. Nothing in this Consent Decree shall prevent the Bureau from instituting, or recommending to the Commission, new investigations or enforcement proceedings against Goad and/or Patrick County, in the event of any alleged future misconduct, for violation of this Consent Decree, or for violation of the Act or the Rules, consistent with the provisions of this Consent Decree.

11. The Parties agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or a determination regarding compliance or noncompliance with the requirements of the Act or the Commission's Rules and orders.

12. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between them concerning the Bureau's inquiry into the matters discussed in Paragraphs 3 and 4, above.

13. In consideration of the Bureau's termination of its Investigation into these matters, Goad agrees to the terms set forth herein.

14. Within ten (10) business days of the release of the Order, Goad shall make a voluntary contribution to the United States Treasury, without protest or recourse, by wire or by mailing a check or similar instrument drawn to the order of the Federal Communications Commission, in the amount of Eight Thousand Dollars (\$8,000). Payment of the voluntary contribution must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Acct. No. and FRN No. referenced in the caption above. Payment by check or money order may be mailed to Federal Communications Commission, at P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank—Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank: TREAS NYC, BNF: FCC/ACV--27000001 and account number as expressed on the remittance instrument. If completing the FCC Form 159, enter the

NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code).<sup>1</sup>

15. Within ninety (90) days from the Effective Date, PCC will inspect the Station and certify, in writing (supported by a written certification from the Engineer participating in the inspection with respect to engineering matters) that the Station is in compliance with all Rules and all terms and conditions of its licenses.<sup>2</sup> The Checklists will be used as a guide for conducting such inspection and making such certification. If PCC either fails or is unable to certify that WHEO(AM) is in compliance with all rules and terms and conditions of its Licenses, PCC must certify in writing that the Station will come into compliance in no less than ninety (90) days, and must provide a written certification of compliance from PCC (supported by a written certification from the Engineer participating in the inspection with respect to engineering matters) within such period. If PCC either fails or is unable to certify that the Station has come into compliance within such time period, PCC must surrender for cancellation all Licenses for WHEO(AM) at the time such certification is done pursuant to Paragraph 16 hereof.

16. On or before January 1, 2010 (but no earlier than December 1, 2009), and January 1, 2011 (but no earlier than December 1, 2010) PCC will inspect WHEO(AM) and certify in writing (supported by a written certification from the Engineer participating in the inspection with respect to engineering matters) that the Station is in compliance with all Rules and all terms and conditions of its licenses. The Checklists will be used as a guide for conducting such inspection and making such certification. In the event that WHEO(AM) has temporarily discontinued operation pursuant to 47 C.F.R. § 73.1740(a)(4), the inspection and certification will be delayed until operation is resumed on the Station, provided that any delay beyond sixty (60) days will be deemed a failure to certify. The failure or inability to so certify in any instance will result in referral of the matter to the Commission's Enforcement Bureau for enforcement action at that Bureau's discretion.

17. All certifications referenced in Paragraphs 15 and 16 above must be delivered to the Chief, Audio Division, Media Bureau, within fourteen (14) days of the applicable inspection deadline.

18. PCC will provide the Chief, Audio Division, Media Bureau with, a copy of any time brokerage agreement, joint sales agreement, or any agreement that contemplates another party providing more than half of the programming or commercial advertising on WHEO(AM), within fourteen (14) days of execution of such agreement, for a period of five (5) years from the Effective Date. In addition, PCC will simultaneously serve on the Chief, Audio Division, Media Bureau, a copy of any agreement it files with the Commission pursuant to 47 C.F.R. § 73.3613(d) of the Rules. PCC warrants that no agreement subject to this Paragraph is currently in effect.

19. Goad agrees that PCC 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. To the extent that PCC fails to satisfy any condition, in the absence of Bureau alteration of the condition, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, designation of the matter for hearing, letters of admonishment, or forfeitures.

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<sup>1</sup> See 47 C.F.R. § 1.1914.

<sup>2</sup> Goad and PCC agree that PCC will establish its remediation of the violation of 47 U.S.C. § 310(d) by providing the Bureau with an affidavit from both of PCC's co-manager-members that PCC is in sole control of the personnel, programming, and finances.

20. This Consent Decree will be binding on PCC’s successors and assigns.

21. Goad hereby waives any and all rights that he 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 Order, provided that the Order adopts the Consent Decree without change, addition or modification.

22. Goad and PCC each waive any claims that either may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 et seq., relating to the matters discussed in this Consent Decree.

23. If any Party (or the United States on behalf of the FCC) brings a judicial action to enforce the terms of the Order, none of the Parties shall contest the continuing validity of the Consent Decree or the Order. Goad and the Bureau further agree that they will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and that they will consent to a judgment incorporating the terms of this Consent Decree.

24. In the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, this Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

25. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION

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William T. Lake  
Chief, Media Bureau

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Date

HAROLD DEAN GOAD

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Individual and Co-Manager/Member of  
Patrick County Communications, LLC

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Date