

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

In re Applications of	)	
Utah Radio Acquisition, LLC,	)	
	)	
For Renewal of License for Station KALL(AM),	)	NAL/Acct. No. MB-201441410016
North Salt Lake, City, Utah	)	FRN: 0014627046
	)	Facility I.D. No. 23480
and	)	
	)	File No. BR-20130531AEG
SCP Worldwide I L.P., Transferor,	)	
and Dell Loy Hansen Real, LLC, Transferee, for	)	File No. BTC-20130528AKQ
Transfer of Control of License for	)	
Station KALL(AM), North Salt Lake City, Utah	)	

**ORDER**

**Adopted: March 4, 2014**

**Released: March 5, 2014**

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau ("Bureau"), Utah Radio Acquisition, LLC ("Utah Radio"), the licensee of Station KALL(AM), North Salt Lake City, Utah ("Station"), SCP Worldwide I L.P. ("SCP"), and Dell Loy Hansen Real, LLC ("DLHR"). The Consent Decree resolves issues arising from an admitted unauthorized transfer of control of the Station.
2. The Consent Decree stipulates that Utah Radio, SCP, and DLHR violated Section 310 of the Communications Act of 1934, as amended, and Section 73.3540 of the Commission's Rules ("Rules"), and provides, among other things, that Utah Radio, SCP, and DLHR will collectively make a five thousand dollar (\$5,000) voluntary contribution to the United States Treasury. A copy of the Consent Decree is attached hereto and incorporated by reference.
3. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating the Bureau's investigation in connection with the captioned applications and granting those applications.
4. Based on the record before us, we conclude that nothing in that record creates a substantial or material question of fact whether SCP or DLHR possesses the basic qualifications, including those relating to character, to control a Commission license or authorization, or whether Utah Radio possesses the basic qualifications to be a Commission licensee.
5. ACCORDINGLY, IT IS ORDERED that, pursuant to Section 4(i) of the Communications Act of 1934, as amended,<sup>1</sup> and by the authority delegated by Sections 0.61 and 0.283 of

---

<sup>1</sup> 47 U.S.C. § 154(i).

the Rules,<sup>2</sup> the Consent Decree attached hereto IS ADOPTED.

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

7. IT IS FURTHER ORDERED that copies of this Order shall be sent, by First Class and Certified Mail-Return Receipt Requested, to counsel for SCP Worldwide I.L.P., Lamont R. Richardson, Esq., Parr Brown Gee & Loveless, 185 South State Street, Salt Lake City, UT 84111, to counsel for Utah Radio Acquisition, LLC, Kenneth E. Satten, Esq., Wilkinson Barker Knauer, LLP, 2300 N Street, N.W., Suite 700, Washington, DC 20037, and to counsel for Dell Loy Hansen Real, LLC, Robert B. Funk, Esq., Olson & Hoggan, 130 South Main, Suite 200, Logan, UT 84321.

FEDERAL COMMUNICATIONS COMMISSION



William T. Lake  
Chief, Media Bureau

---

<sup>2</sup> 47 C.F.R. §§ 0.61, 0.283.

**CONSENT DECREE****I. Introduction**

1. This Consent Decree is entered into by: (a) the Media Bureau of the Federal Communications Commission; (b) Utah Radio Acquisition, LLC, the licensee of Station KALL(FM), North Salt Lake City, Utah; (c) SCP Worldwide I L.P., the proposed transferor; and (d) Dell Loy Hansen Real, LLC, the proposed transferee.

**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) "Bureau" means the Media Bureau of the Federal Communications Commission;
- (c) "Commission" or "FCC" means the Federal Communications Commission;
- (d) "Compliance Plan" means the compliance plan provided in the Appendix hereto;
- (e) "DLHR" means Dell Loy Hansen Real, LLC, proposed transferee of the Station;
- (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) "Investigation" means the Bureau's investigation of information contained in the Transfer Application;
- (j) "Order" means an order of the Bureau adopting this Consent Decree;
- (k) "Parties" means SCP, Utah Radio, DLHR, and the Bureau;
- (l) "Renewal Application" means the FCC Form 303-S application filed by Utah Radio for renewal of its license for the Station (File No. BR-20130531AEG);
- (m) "Rules" means the Commission's regulations set forth in Title 47 of the Code of Federal Regulations;
- (n) "SCP" means SCP Worldwide I L.P., the proposed transferor of Utah Radio, the licensee of the Station;
- (o) "Station" means Station KALL(AM), North Salt Lake City, Utah (Facility ID No. 23480), licensed to Utah Radio;
- (p) "Transfer Application" means the FCC Form 315 application filed by SCP and DLHR to transfer of control of Utah Radio, the licensee of the Station (File No. BTC-20130528AKQ);

- (q) "Utah Radio" refers to Utah Radio Acquisition, LLC, licensee of the Station.
- (r) "Utah Soccer" refers to Utah Soccer, LLC.
- (s) "USSO II" refers to USSO Holding Company II, LLC
- (t) "USSO" refers to USSO Holding Company, LLC

### III. Background

3. On January 24, 2013, controlling interest in Utah Radio was transferred without prior Commission consent as part of a larger transaction involving SCP, the entity that has ultimate control of Utah Radio.<sup>3</sup> Specifically, Utah Radio is wholly owned by Utah Soccer, which is wholly owned by USSO II. USSO II is wholly owned by USSO, which in turn was controlled by SCP, the transferor in the Transfer Application. In January 2013, DLHR entered into an agreement to purchase the controlling interest in USSO held by SCP and certain other small membership interests in USSO, resulting in DLHR controlling and owning 100 percent of USSO, and through the intervening entities, Utah Radio. The transaction was consummated on January 24, 2013. Utah Radio's communications counsel states that upon learning of the transaction the instant Transfer Application was filed seeking Commission consent *nunc pro tunc* to the transfer of control of Utah Radio from SCP to DLHR.

4. Utah Radio, SCP, and DLHR have each represented that, upon grant and consummation of the Transfer Application, SCP will hold no attributable broadcast interests and will have no involvement in or responsibility for the operation of the Station. Thereafter, Utah Radio and DLHR have committed to implement and adhere to the Compliance Plan, which is incorporated by reference into this Consent Decree.

5. Because of the issues identified in the Bureau's investigation, the Parties have agreed to enter into this Consent Decree to which Utah Radio, SCP, DLHR, and the Bureau intend to be legally bound.

### IV. Agreement

6. The Parties acknowledge that any proceeding that might result from the Investigation 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 Utah Radio and DLHR with the Act and the Rules, the Parties are entering into this Consent Decree in consideration of the mutual commitments made herein.

7. The Parties agree to be legally bound by the terms and conditions of this Consent Decree. SCP, Utah Radio, DLHR and the Bureau each represents and warrants that its signatory is duly authorized to enter into this Consent Decree on its behalf. SCP, Utah Radio, and DLHR agree that the Commission has jurisdiction over the matters contained in this Consent Decree and the authority to enter and adopt this Consent Decree.

---

<sup>3</sup> According to Utah Radio: "This transaction was of significant size and primarily involved the soccer team, the soccer stadium, and the related businesses . . . . The AM radio station was not the focus of the transaction. Transfer Application, Exhibit 15.

8. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between them concerning the Bureau's Investigation of the matters discussed herein. The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether SCP or DLHR possesses the basic qualifications, including those relating to character, to control a Commission license or authorization or whether Utah Radio possesses the basic qualifications to be a Commission licensee.

9. 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. 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.

10. As part of the Order, the Bureau shall terminate the Investigation. Additionally, the Bureau shall grant the Transfer Application and the Renewal Application after the Effective Date, provided that the following conditions have been met: (1) the voluntary contribution referenced in Paragraph 13 below has been fully and timely satisfied; and (2) there are no issues that would preclude grant of the Transfer Application and/or the Renewal Application. In the event that there are issues that would preclude the grant of the Transfer Application and/or Renewal Application, the impacted application will remain pending.

11. 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 Utah Radio, SCP, DLHR, or the Station, based in whole or in part on the Investigation. 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 this Consent Decree, 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 Utah Radio, SCP, and/or DLHR with respect to their respective basic qualifications to control and operate the Station. Nothing in this Consent Decree shall prevent the Bureau from instituting, or recommending to the Commission, new investigations or enforcement proceedings against Utah Radio, SCP, and/or DLHR, 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.

12. Utah Radio, SCP, and DLHR stipulate that they violated Section 310(d) of the Act and Section 73.3540 of the Rules by allowing DLHR to assume control of Utah Radio without prior Commission authorization.

13. Utah Radio, SCP, and DLHR hereby collectively agree to make a voluntary contribution to the United States Treasury in the total amount of Five Thousand Dollars (\$5,000). Such contribution is due within (30) days after the Effective Date. The payment must include the Account Number and FRN referenced in the caption to the Order. 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, the remitting party must 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). On the date of the payment, electronic notification must be sent to Kim.Varner@fcc.gov.

14. Utah Radio and DLHR represent that they have adopted, and are currently in the process of implementing, a compliance plan for the purpose of preventing future violations of the Act and of the Rules. A summary of the plan is set forth in the Appendix. Utah Radio and DLHR agree, to the extent that they have not already done so, to implement the Compliance Plan upon grant of the Transfer Application and to keep such Compliance Plan in effect for three (3) years thereafter.

15. Utah Radio, SCP, and DLHR each agree 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. To the extent that either Utah Radio, SCP, or DLHR fails to satisfy any condition, in the absence of Commission 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.

16. Utah Radio, SCP, and DLHR waive any and all rights that either party 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.


17. Utah Radio, SCP, and DLHR 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.

18. 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. Utah Radio, SCP, DLHR, 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.

19. 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.

20. 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

  
\_\_\_\_\_  
William T. Lake, Chief

2-24-14  
Date

SCP WORLDWIDE I L.P.,

\_\_\_\_\_  
By: James M. Abry, Chief Financial Officer

\_\_\_\_\_  
Date

UTAH RADIO ACQUISITION, LLC

\_\_\_\_\_  
By: Joseph Saxton, Vice President

\_\_\_\_\_  
Date

DELL LOY HANSEN REAL, LLC

\_\_\_\_\_  
By: Dell Loy Hansen, President

\_\_\_\_\_  
Date

**APPENDIX****COMPLIANCE PLAN FOR STATION KALL(AM)**

DHLR, or its successor-in-interest, and Utah Radio, or its successor-in-interest, will institute the following procedures with regard to Station KALL(AM) to ensure compliance with the Commission's Rules and the Communications Act of 1934, as amended. Unless otherwise provided, all terms defined in the Consent Decree apply to this Compliance Plan.

1. The Station will conduct training for all Station employees and management on compliance with FCC Rules applicable to Station operations. It will designate its Station Manager as a Compliance Officer responsible for responding to Station employee questions and consulting with outside counsel familiar with Communications law regarding compliance matters. The Station will conduct refresher training for Station employees and management at least once every twelve (12) months, and will train any new Station employee within five (5) business days of commencement of his or her duties at the Station.

2. The Station shall engage FCC Counsel on an ongoing basis to provide guidance to Utah Radio on FCC compliance issues, to provide regular updates and notices on developments in communications law applicable to the Station and the Station's operations, and to review Licensee's applications and reports prior to filing with the FCC. In regard to the last matter, Utah Radio and DHLR recognize and acknowledge that any and all information provided to the FCC must completely and candidly set forth all relevant facts and circumstances, regardless of whether such submission may disclose a violation of the Act or Rules.

3. DHLR and Utah Radio shall maintain control of the programming, personnel, and finances of the Station and shall provide an affidavit or declaration to the Bureau, signed by Utah Radio's President and DHLR's President, certifying that, since the commencement of this Compliance Plan or the filing of the last such report, if any, the Station has maintained such control and is in compliance with the Consent Decree, on or before December 31 (but no earlier than December 1) of each year of the three-year term of this Compliance Plan as provided in Paragraph 14 of the accompanying Consent Decree. In the event that the Station is unable to so certify, it will disclose the reasons therefore and indicate what steps it has taken to render its operation of the Station in compliance with the Act, the Rules, and FCC Policy.