

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	
	)	File No.: EB-IHD-14-00015115 <sup>2</sup>
<b>Radio License Holding CBC, LLC</b>	)	Acct. No.: 201632080003
	)	FRN: 0019721638
Former Licensee of Station WOKQ(FM),	)	Facility ID No.: 22887
Dover, New Hampshire <sup>1</sup> ; and	)	
	)	
<b>Cumulus Radio Corporation</b>	)	FRN: 0001595214
	)	

**ORDER**

**Adopted: January 7, 2016**

**Released: January 7, 2016**

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 Radio License Holding CBC, LLC (Radio License), and Radio License’s parent, Cumulus Radio Corporation (CRC), broadcast announcements on radio station WOKQ(FM), Dover, New Hampshire (Station), without adequate sponsorship disclosure in violation of the Commission’s sponsorship identification laws.

2. The Commission’s sponsorship identification laws protect consumers and promote fair competition by requiring that the sponsors of paid programming material be clearly identified. Those laws are based on the principle that listeners and viewers are entitled to know who seeks to persuade them. The disclosures required by those laws provide listeners and viewers with information concerning the source of material in order to prevent misleading or deceiving those listeners and viewers. Enforcement of the sponsorship identification laws also protects fair competition among advertisers. We seek to prevent sponsors from gaining unfair advantage by paying stations to present promotional messages without appropriate disclosures, while their competitors observe the rules and present their content as properly acknowledged commercial advertisements.

3. The Bureau investigated a complaint that the Station broadcast announcements supporting a hydro-electronic energy project in New Hampshire without disclosing the identity of the company that sponsored the announcements. Our investigation revealed that, from May through October 2011, Radio License accepted payments from Northern Pass Transmission LLC (NPT) to broadcast announcements supporting the Northern Pass Project. The announcements, however, did not expressly disclose to listeners that the announcements were paid for or sponsored by NPT—the company positioned to own “[a]ll of the Northern Pass transmission lines and facilities in New Hampshire”<sup>3</sup> should the project ultimately be approved. Radio License remained the licensee of the Station throughout the time period that the violations occurred, but there was a transfer of control of Citadel Broadcasting Corporation, the ultimate parent of Radio License at the time, to the shareholders of Cumulus Media Inc., CRC’s ultimate

<sup>1</sup> The Station currently is licensed to Townsquare Media Portsmouth License, LLC.

<sup>2</sup> This investigation, initiated under File No. EB-11-IH-1371, was subsequently assigned to File No. EB-IHD-14-00015115. Any future correspondence with the Commission concerning this matter should reflect the new case number.

<sup>3</sup> See <http://northernpass.us/company-profile.htm> (last accessed Dec. 24, 2015).

parent, on September 16, 2011. The Station continued to broadcast the announcements while CRC controlled Radio License. To settle this matter, CRC and Radio License admit that they violated the sponsorship identification laws, will implement a compliance plan, and will pay a \$540,000 civil penalty.

4. 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 and terminating the referenced investigation regarding Radio License's compliance with Section 317 of the Communications Act of 1934, as amended (Act)<sup>4</sup>, and Section 73.1212 of the Commission's rules (Rules)<sup>5</sup> pertaining to sponsorship identification.

5. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Radio License's and/or CRC's basic qualifications to hold or obtain any Commission license or authorization.<sup>6</sup>

6. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act<sup>7</sup> and the authority delegated by Sections 0.111 and 0.311 of the Rules,<sup>8</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

7. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

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

9. **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 Radio License Holding CBC, LLC and Cumulus Radio Corporation, 3280 Peachtree Road, NW, Suite 2300, Atlanta, Georgia, 30305, and to Lew Paper, Esq., Pillsbury Winthrop Shaw Pittman LLP, 1200 Seventeenth Street NW, Washington, DC, 20036.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief  
Enforcement Bureau

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<sup>4</sup> 47 U.S.C. § 317

<sup>5</sup> 47 C.F.R. § 73.1212.

<sup>6</sup> See 47 C.F.R. § 1.93(b).

<sup>7</sup> 47 U.S.C. § 154(i).

<sup>8</sup> 47 C.F.R §§ 0.111, 0.311.

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<b>Radio License Holding CBC, LLC</b>	)	Acct. No.: 201632080003
	)	FRN: 0019721638
Former Licensee of Station WOKQ(FM), Dover, New Hampshire <sup>1</sup> ; and	)	Facility ID No.: 22887
	)	
<b>Cumulus Radio Corporation</b>	)	FRN: 0001595214
	)	

**CONSENT DECREE**

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC), Radio License Holding CBC, LLC (Radio License), and Radio License's parent, Cumulus Radio Corporation (CRC), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation into whether Radio License violated Section 317 of the Communications Act of 1934, as amended (Act), and Section 73.1212 of the Commission's rules (Rules) pertaining to sponsorship identification.<sup>3</sup>

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended.<sup>4</sup>
  - (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) "Citadel Stations" means those radio stations formerly owned by Citadel Broadcast Corporation, either directly or indirectly, immediately prior to the transfer of control of Citadel Broadcast Corporation on September 16, 2011, and currently controlled by CRC or Radio License, as identified in Exhibit A.<sup>5</sup>
  - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.

<sup>1</sup> The Station currently is licensed to Townsquare Media Portsmouth License, LLC.

<sup>2</sup> This investigation, initiated under File No. EB-11-IH-1371, was subsequently assigned to File No. EB-IHD-14-00015115. Any future correspondence with the Commission concerning this matter should reflect the new case number.

<sup>3</sup> 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

<sup>4</sup> 47 U.S.C. § 151 *et seq.*

<sup>5</sup> See *Existing Shareholders of Cumulus Media Inc.*, Memorandum Opinion and Order, 26 FCC Rcd 12956, 12969 (Med. Bur. 2011) (appendix identifying stations subject to transfers); FCC File No. BTC-20110330ADE.

- (f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Radio License and CRC are subject by virtue of their business activities, including but not limited to the Sponsorship Identification Laws.
- (g) “Complaint” means the third-party complaint received by and in the possession of the Bureau and alleging violation of the Sponsorship Identification Laws, as described in this Consent Decree at paragraph 4.
- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
- (i) “Consideration” means anything of value, including, but not limited to, cash, checks, salaries, fees, commissions, loans, management fees, consulting fees, honoraria, per diem allowances, payments of third-party invoices, travel and/or hotel expenses, meals, gifts, bonuses, services, purchases of, or promises to purchase, advertising time, and/or any other thing of value, from any source, to another.
- (j) “Covered Employees” means all employees and agents of Cumulus or any parent companies who, foreseeably, materially perform, supervise, oversee, or manage duties at the Citadel Stations that relate to Cumulus’ responsibilities as a radio licensee under the Sponsorship Identification Laws, which includes certain dedicated production and continuity employees or those who perform the duties of such employees in the absence of such dedicated personnel.
- (k) “Cumulus” means CRC and Radio License, as well as CRC’s affiliates as identified in Exhibit B, and each of their successors-in-interest.
- (l) “Effective Date” means the date by which all of the Bureau, Radio License, and CRC have signed the Consent Decree.
- (m) “Investigation” means the investigation commenced by the Bureau in EB-IHD-14-00015115<sup>6</sup> regarding whether Radio License violated the Sponsorship Identification Laws with respect to the broadcast of information by the Station concerning the Northern Pass energy project in 2011 (as described in this Consent Decree at paragraphs 4 and 5).
- (n) “LOI” means the Letter of Inquiry issued by the Bureau to Radio License on December 6, 2012, in connection with the Complaint.
- (o) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Cumulus to implement the Compliance Plan.
- (p) “Parties” means Radio License, CRC, and the Bureau, each of which is a “Party.”
- (q) “Radio License” means Radio License Holding CBC, LLC, and its successors-in-interest.
- (r) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (s) “Sponsored Broadcast” means a matter transmitted by a broadcast station that is aired in exchange for Consideration that is “directly or indirectly paid, or promised

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<sup>6</sup> This investigation, initiated under File No. EB-11-IH-1371, was subsequently assigned to File No. EB-IHD-14-00015115. Any future correspondence with the Commission concerning this matter should reflect the new case number.

to or charged or accepted by, the station so broadcasting,” including, but not limited to, the types of broadcasts covered by Section 317 of the Act.<sup>7</sup>

- (t) “Sponsorship Identification Laws” means, individually or collectively, Section 317 of the Act and Section 73.1212 of the Rules,<sup>8</sup> and the decisions and orders of the Commission interpreting these provisions.
- (u) “Station” means station WOKQ(FM), Dover, New Hampshire (Facility ID Number 22887).

## II. BACKGROUND

3. The Sponsorship Identification Laws establish the general obligation of a broadcast station to air sponsorship identification announcements whenever any “money, service or other valuable consideration” is paid or promised to the station for the broadcast of program material.<sup>9</sup> The Commission has noted that the Sponsorship Identification Laws are “grounded in the principle that listeners and viewers are entitled to know who seeks to persuade them.”<sup>10</sup> The disclosures required by the Sponsorship Identification Laws provide listeners and viewers with information concerning the source of material in order to prevent misleading or deceiving those listeners.<sup>11</sup> The Commission has warned that it would take enforcement action against broadcast stations and cable operators that did not comply with these disclosure requirements.<sup>12</sup>

4. The Bureau received the Complaint alleging that, on September 27, 2011, the Station aired an advertisement promoting a project in New Hampshire to be built by Northern Pass Transmission LLC (the Northern Pass Project) without required sponsorship identification.<sup>13</sup> On December 6, 2012, the Bureau issued an LOI to Radio License, the licensee of the Station at the time of the alleged violation, concerning the allegations raised in the Complaint.<sup>14</sup> Radio License responded to the LOI on January 14, 2013.<sup>15</sup>

5. The Bureau’s investigation revealed that, between May and October 2011, Northern Pass Transmission LLC paid Radio License to broadcast various announcements promoting the Northern Pass Project. Radio License remained the licensee of the Station throughout that time period, but there was a

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<sup>7</sup> 47 U.S.C. § 317; *see* 47 C.F.R. § 73.1212.

<sup>8</sup> *See* 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

<sup>9</sup> 47 U.S.C. § 317(a)(1); 47 C.F.R. § 73.1212(a).

<sup>10</sup> *Commission Reminds Broadcast Licensees, Cable Operators and Others of Requirements Applicable to Video News Releases and Seeks Comment on the Use of Video News Releases by Broadcast Licensees and Cable Operators*, Public Notice, 20 FCC Rcd 8593, 8593–94 (2005) (*2005 Public Notice*).

<sup>11</sup> *See Sonshine Family Television, Inc.*, Notice of Apparent Liability for Forfeiture, 22 FCC Rcd 18686, 18694, para. 15 (2007), *aff’d with reduced forfeiture*, Forfeiture Order, 24 FCC Rcd 14830, 14834, para. 12 (2009) (forfeiture reduced based on licensee’s history of compliance) (forfeiture paid).

<sup>12</sup> *See, e.g., 2005 Public Notice* at 8594.

<sup>13</sup> *See* FCC Form 2000A, Complaint No. 11-C00335701-1 (Sept. 29, 2011) (on file in EB-IHD-14-00015115) (Complaint).

<sup>14</sup> *See* Letter from Anjali K. Singh, Assistant Chief, Investigations and Hearings Division, Enforcement Bureau, to Radio License Holding CBC, LLC (Dec. 6, 2012) (on file in EB-IHD-14-00015115) (LOI).

<sup>15</sup> *See* Letter from Lewis J. Paper and Andrew S. Kersting, Counsel to Radio License Holding CBC, LLC, Pillsbury Winthrop Shaw Pittman LLP, to Marlene H. Dortch, Secretary, Federal Communications Commission (Jan. 14, 2013) (on file in EB-IHD-14-00015115) (LOI Response).

transfer of control of Citadel Broadcasting Corporation, the ultimate parent of Radio License at the time, to the shareholders of Cumulus Media Inc., CRC's ultimate parent, on September 16, 2011.<sup>16</sup> The Bureau has addressed whether a licensee remains responsible for rule violations incurred prior to a transfer of control and has held that "Commission precedent is clear: 'liability for violations of Commission's rules inures to the licensee regardless of an intervening transfer of control.'" <sup>17</sup> In addition, the Station continued to broadcast the announcements while CRC controlled Radio License. The announcements referred to "Northern Pass" (by referencing "[t]he Northern Pass Project" and/or "[t]he Northern Pass") but did not specifically identify "Northern Pass Transmission LLC" as the sponsor. In its response to the Bureau's investigation, Radio License acknowledged the applicability of the Commission's Sponsorship Identification Laws to the Northern Pass Project announcements but argued that the Station staff was aware of the Sponsorship Identification Laws and had in fact inserted sponsorship identification information when the advertisements promoting the Northern Pass Project were initially purchased by an affiliate of Northern Pass Transmission LLC and that the Station staff concluded in good faith and belief that the use of the phrase "Northern Pass" in the announcements provided sufficient sponsorship identification under the Sponsorship Identification Laws.<sup>18</sup> Based on the record, however, the Bureau contends that Radio License failed to air the sponsorship announcements required by the Sponsorship Identification Laws for 178 broadcasts of the announcements by the Station because, despite referring to the Northern Pass Project and/or the Northern Pass, the announcements did not clearly identify Northern Pass Transmission LLC as the sponsor of the announcements.

### III. TERMS OF AGREEMENT

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

7. **Jurisdiction.** Radio License and CRC agree that the Bureau has jurisdiction over them and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

9. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation and dismiss the Complaint. In consideration for the termination of the Investigation and dismissal of the Complaint, Cumulus 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

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<sup>16</sup> See *supra* para. 2(d) & note 5.

<sup>17</sup> *Mapleton License of San Luis Obispo, LLC*, Forfeiture Order, 27 FCC Rcd 4099, 4101, para. 7 (Enf. Bur. 2012) (citing *WLDI, Inc.*, Order, 17 FCC Rcd 14750, 14752 (Enf. Bur. 2002)). See also *EZ Sacramento, Inc.*, Memorandum Opinion and Order, 16 FCC Rcd 4958, 4959, para. 3 (2001) (licensee liable for telephone broadcast rule violations despite intervening transfer of control).

<sup>18</sup> See LOI Response at 2, 6-9. Radio License requested, pursuant to 47 C.F.R. § 0.459, that the Commission afford confidentiality to certain information included in its LOI Response that includes proprietary, confidential, and other commercially-sensitive information. See Letter from Lewis J. Paper, Counsel to Radio License Holding CBC, LLC, Pillsbury Winthrop Shaw Pittman LLP, to Melissa A. Marshall, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission (Sept. 26, 2014) (on file in EB-IHD-14-00015115). Because this Consent Decree does not disclose such information, we need not rule on the confidentiality request.

Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against Radio License and/or CRC concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of Radio License's and/or CRC's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>19</sup>

10. **Admission of Liability.** Solely for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, Cumulus admits that its actions with respect to the broadcast of the 178 announcements referenced in paragraph 5 violated the Commission's Sponsorship Identification Laws.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Cumulus 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 Cumulus complies with the terms and conditions of the Compliance Plan and the other provisions of 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 Sponsorship Identification Laws prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Cumulus agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Sponsorship Identification Laws and with the terms and conditions of this Consent Decree. With respect to the Sponsorship Identification Laws, Cumulus will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Cumulus shall establish Operating Procedures that all Covered Employees must follow to help ensure Cumulus' compliance with the Sponsorship Identification Laws with respect to the Citadel Stations currently owned by Cumulus, as identified in Exhibit A. Cumulus' Operating Procedures shall include internal procedures and policies that apply to all Covered Employees and are specifically designed to ensure that Cumulus discloses the sponsorship status and the sponsor of broadcasts that are aired in exchange for valuable Consideration or otherwise require sponsorship identification, consistent with the Sponsorship Identification Laws. Cumulus shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Sponsorship Identification Laws. At a minimum, the Compliance Checklist shall require a review of Sponsored Broadcasts by a Covered Employee; provided, however, that such review shall not be required of Sponsored Broadcasts embedded in network or syndicated programming; and provided further, that Cumulus shall conduct at least one audit during the term of this Consent Decree (as specified in paragraph 15 hereof) of each Citadel Station to ensure that such station is complying with the Operating Procedures, with the understanding that (i) the annual report required by Section 12(f) of this Consent Decree shall describe the process used to conduct any such audit completed in the preceding 12-month period, including the particular Citadel Stations audited, the number of ads reviewed for each station, the time period from which ads were drawn, the method by which ads were selected for review, and the

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<sup>19</sup> See 47 C.F.R. 1.93(b).

conclusions of such audits, and (ii) the Compliance Checklist required by this paragraph shall place Covered Employees on notice that the Citadel Stations will be subject to such audits. Notwithstanding the foregoing, no such audit information shall be required to be included in the first annual report to be presented within sixty (60) days of the Effective Date (because no such audit will be required during such initial 60-day period).

- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Sponsorship Identification Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure Cumulus' compliance with the Sponsorship Identification Laws with respect to the Citadel Stations currently owned by Cumulus, as identified in Exhibit A. Cumulus shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Cumulus shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Cumulus shall establish and implement a Compliance Training Program on compliance with the Sponsorship Identification Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Cumulus' obligation to report any noncompliance with the Sponsorship Identification Laws as described under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Cumulus shall repeat the 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.
- (d) **Hotline.** The Compliance Officer shall maintain a hotline for Covered Employees to call the Compliance Officer to obtain advice on compliance with the Compliance Plan and report violations of the Compliance Plan.
- (e) **Contractual Agreements.** If and to the extent that Covered Employees of CRC, Radio License, or the other companies identified on Exhibit B, who perform services for the Citadel Stations, execute written employment agreements with such entities, Cumulus will ensure that all such agreements include a contractual clause requiring compliance with the Sponsorship Identification Laws.
- (f) **Annual Report.** The Compliance Officer shall submit reports to Cumulus' Board of Directors concerning Cumulus' compliance with this Compliance Plan. At a minimum, the report will state how Cumulus is complying with each subsection of the Compliance Plan. The first such report shall be submitted within sixty (60) days of the Effective Date and additional reports shall be submitted at least annually thereafter.

13. **Reporting Noncompliance.** Cumulus shall report any noncompliance with the Sponsorship Identification Laws and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Cumulus 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 Cumulus has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Jeffrey Gee, Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Evan Parke at [Evan.Parke@fcc.gov](mailto:Evan.Parke@fcc.gov) and Melissa Marshall at [Melissa.Marshall@fcc.gov](mailto:Melissa.Marshall@fcc.gov).

14. **Compliance Reports.** Cumulus shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Cumulus' efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Sponsorship Identification Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Cumulus, stating, on the basis of personal knowledge, that (i) Cumulus has established and implemented the Compliance Plan; (ii) Cumulus has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) he/she is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 13 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>20</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Cumulus, 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 Cumulus has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Cumulus 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 Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Evan Parke at [Evan.Parke@fcc.gov](mailto:Evan.Parke@fcc.gov) and Melissa Marshall at [Melissa.Marshall@fcc.gov](mailto:Melissa.Marshall@fcc.gov).

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Civil Penalty.** Cumulus will pay a civil penalty to the United States Treasury in the amount of five hundred and forty thousand dollars (\$540,000). Such payment shall be made in thirty-six (36) equal installments (each an Installment Payment). The first Installment Payment in the amount of fifteen thousand dollars (\$15,000) is due within thirty (30) days after the Effective Date. Subsequent Installment Payments of fifteen thousand dollars (\$15,000) will be due on the first business day of each month beginning with the third month after the Effective Date. The last payment shall be due on the first

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<sup>20</sup> 47 C.F.R. § 1.16.

business day of the thirty-seventh month after the Effective Date. Cumulus acknowledges and agrees that upon execution of this Consent Decree, the civil penalty and each of the Installment Payments individually and collectively shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).<sup>21</sup> Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Cumulus shall send electronic notification of payment to Evan Parke at [Evan.Parke@fcc.gov](mailto:Evan.Parke@fcc.gov) and to Melissa Marshall at [Melissa.Marshall@fcc.gov](mailto:Melissa.Marshall@fcc.gov) on the dates said payments are made. Each payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>22</sup> When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters “FORF” in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

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

18. **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 shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, 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, 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 Cumulus.

19. **Waivers.** As of the Effective Date, Cumulus waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest

<sup>21</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>22</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

the validity of this Consent Decree and the Adopting Order. Cumulus shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. 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 the Adopting Order, neither Cumulus nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Cumulus shall waive any statutory right to a trial *de novo*. Cumulus hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>23</sup> relating to the matters addressed in this Consent Decree.

20. **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.

21. **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.

22. **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 Cumulus does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

26. **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.

27. **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.

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<sup>23</sup> See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

28. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

\_\_\_\_\_  
Travis LeBlanc  
Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard S. Denning  
General Counsel  
Radio License Holding CBC, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard S. Denning  
General Counsel  
Cumulus Radio Corporation

\_\_\_\_\_  
Date

**EXHIBIT A  
Citadel Stations**

<b>Market</b>	<b>Station</b>	<b>Facility ID</b>	
Albuquerque, NM	KKOB(AM)	11251	
	KKOB-FM	11250	
	KMGA(FM)	11231	
	KNML(AM)	68608	
	KRST(FM)	12584	
	KTBL(AM)	48604	
	KDRF(FM)	55052	
Allentown/Bethlehem, PA	KBZU(FM)	48596	
	WCTO(FM)	36997	
	WLEV(FM)	39875	
Atlanta, GA	WKHX-FM	73161	
	WYAY(FM)	48727	
Baton Rouge, LA	KQXL-FM	11607	
	WRQQ(FM)	61271	
	WEMX(FM)	58931	
	WIBR(AM)	61275	
	WXOK(AM)	11606	
	WAPI(AM)	16900	
Birmingham, AL	WJOX(AM)	16897	
	WUHT(FM)	6401	
	WJOX-FM	16901	
	WZRR(FM)	36544	
	KBOI(AM)	51211	
	KIZN(FM)	70626	
	KKGL(FM)	51212	
Boise, ID	KQFC(FM)	51217	
	KTIK-FM	39609	
	KTIK(AM)	16854	
	WEDG(FM)	56103	
	WGRF(FM)	56102	
	WHLD(AM)	7822	
	WHTT-FM	53968	
Buffalo/Niagara Falls, NY	WBBF(AM)	53967	
	WSSX-FM	72378	
Charleston, SC	WIWF(FM)	60039	
	WTMA(AM)	72376	
	WWWZ(FM)	61278	
	WMGL(FM)	61592	
	Chattanooga, TN	WGOW(AM)	54526

	WGOW-FM	53956
	WOGT(FM)	54527
	WSKZ(FM)	54525
Chicago, IL	WLS(AM)	73227
	WLS-FM	73228
Colorado Springs, CO	KKFM(FM)	11237
	KKMG(FM)	11229
	KKPK(FM)	62038
	KCSF(AM)	62039
	KVOR(AM)	35869
	KATC-FM	66249
Columbia, SC	WISW(AM)	54793
	WLXC(FM)	54794
	WNKT(FM)	38900
	WOMG(FM)	37200
	WTCB(FM)	54791
Dallas/Fort Worth, TX	WBAP(AM)	71200
	KTCK-FM	26468
	KSCS(FM)	71201
Des Moines, IA	KBGG(AM)	87105
	KHKI(FM)	12966
	KGGO(FM)	12965
	KJJY(FM)	22882
	KWQW(FM)	30116
Detroit, MI	WJR(AM)	8626
	WDVD(FM)	8631
	WDRQ(FM)	70040
Erie, PA	WXKC(FM)	32984
	WXTA(FM)	72892
	WRIE(AM)	32982
	WQHZ(FM)	65748
Flint, MI	WFBE(FM)	21730
	WTRX(AM)	15768
Grand Rapids, MI	WJRW(AM)	41679
	WTNR(FM)	41678
	WLAV-FM	41680
	WBBL-FM	24639
	WHTS(FM)	71090
Harrisburg/Lebanon/Carlisle, PA	WZCY-FM	64842
	WQXA-FM	52169
Johnson City/Kingsport/Bristol, TN/VA	WXSM(AM)	29513
	WJCW(AM)	67626
	WGOC(AM)	67671

	WKOS(FM)	67674
	WQUT(FM)	67673
Knoxville, TN	WIVK-FM	16890
	WNML(AM)	16894
	WNML-FM	7998
	WOKI(FM)	10457
	WNRX(FM)	18403
Kokomo, IN	WWKI(FM)	60133
Lafayette, LA	KNEK(AM)	15801
	KRRQ(FM)	36227
	KSMB(FM)	41057
	KXKC(FM)	6350
	KNEK-FM	16370
Lancaster, PA	WIOV-FM	55308
	WIOV(AM)	55307
Little Rock, AR	KAAY(AM)	33253
	KARN(AM)	60703
	KIPR(FM)	13925
	KLAL(FM)	47880
	KPZK(AM)	24150
	KURB(FM)	19559
	KARN-FM	24151
Los Angeles, CA	KABC(AM)	33254
	KLOS(FM)	35078
Memphis, TN	WRBO(FM)	7075
	WGKX(FM)	35009
	WXMN(FM)	35399
	WKIM(FM)	33671
Minneapolis/St. Paul, MN	KQRS-FM	35505
	KXXR(FM)	35506
	WGVX(FM)	61379
	WRXP(FM)	54838
	WGVZ(FM)	61541
Modesto, CA	KATM(FM)	11239
	KDJK(FM)	11241
	KESP(AM)	11233
	KHKK(FM)	11240
	KHOP(FM)	52528
	KWNN(FM)	60427
Muncie/Marion, IN	WLTJ(AM)	43435
	WMDH-FM	74092
Muskegon, MI	WLCS(FM)	5396
	WKLQ(AM)	53962

	WVIB(FM)	73994
	WLAW(FM)	89477
	WWSN(FM)	53960
Nashville, TN	WGFX(FM)	16893
	WKDF(FM)	16896
New London, CT	WQGN-FM	10455
	WXLM(AM)	10454
	WMOS(FM)	60251
	WELJ(FM)	11933
New Orleans, LA	KMEZ(FM)	58395
	KKND(FM)	12157
	WRKN(FM)	117
	WZRH(FM)	27951
New York, NY	WABC(AM)	70658
	WPLJ(FM)	73887
Oklahoma City, OK	KATT-FM	8797
	KKWD(FM)	6509
	WWLS-FM	37435
	KYIS(FM)	8798
	WKY(AM)	23418
	KWPN(AM)	22190
Providence/Warwick/Pawtucket, RI	WPRO(AM)	64843
	WPRO-FM	64841
	WPRV(AM)	64840
	WEAN-FM	4376
	WWLI(FM)	64838
	WWKX(FM)	65198
Reno, NV	KBUL-FM	11245
	KKOH(AM)	11236
	KNEV(FM)	11244
	KWYL(FM)	67816
Saginaw/Bay City/Midland, MI	WHNN(FM)	37458
	WILZ(FM)	58578
	WIOG(FM)	22675
	WKQZ(FM)	72924
Salt Lake City/Ogden/Provo, UT	KKAT(AM)	11232
	KBEE(FM)	53497
	KBER(FM)	10779
	KENZ(FM)	6545
	KHTB(FM)	2444
	KFNZ(AM)	53500
	KJQS(AM)	58303
	KUBL-FM	11238



San Francisco, CA	KGO(AM)	34471
	KSFO(AM)	34472
Springfield, MA	WHLL(AM)	36545
	WMAS-FM	36543
Stockton, CA	KJOY(FM)	32215
	KWIN(FM)	60425
Syracuse, NY	WAQX-FM	52606
	WXTL(FM)	58719
	WSKO(AM)	50510
	WNTQ(FM)	50514
Tucson, AZ	KCUB(AM)	56051
	KHYT(FM)	56053
	KIIM-FM	56052
	KSZR(FM)	39734
	KTUC(AM)	35684
Washington, D.C.	WMAL(AM)	73250
	WMAL(FM)	70037
	WRQX(FM)	73252
Wilkes-Barre/Scranton, PA	WARM(AM)	70504
	WBHT(FM)	20465
	WBSX(FM)	133
	WSJR(FM)	43969
	WBHD(FM)	43521
	WMGS(FM)	70880
Worcester, MA	WORC-FM	50231
	WWFX(FM)	18310
	WXLO(FM)	43557

**EXHIBIT B**  
**Affiliates of Cumulus Radio Corporation Which Own or Manage**  
**Citadel Stations**

Radio License Holdings LLC  
Radio License Holding CBC, LLC  
Atlanta Radio, LLC  
Chicago Radio Assets, LLC  
Chicago FM Radio Assets, LLC  
DC Radio Assets, LLC  
Detroit Radio, LLC  
KLOS-FM Radio Assets, LLC  
LA Radio, LLC  
Minneapolis Radio Assets, LLC  
NY Radio Assets, LLC  
Radio Assets, LLC  
San Francisco Radio Assets, LLC  
WBAP-KSCS Radio Assets, LLC  
WPLJ Radio Assets, LLC