

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

In the Matter of	)	File Number: EB-10-IH-2145
	)	NAL/Acct. No.: 201332080026
<b>Regent Broadcasting of El Paso, Inc. Debtor-in-Possession</b>	)	FRN: 0010632628
	)	Facility ID Nos.: 48670 and 14908
Former Licensee of Stations KLAQ(FM) and KROD(AM), El Paso, Texas	)	
	)	
and	)	
	)	
<b>Townsquare Media of El Paso, Inc.</b>	)	
	)	
Successor-in-Interest and Licensee of Stations KLAQ(FM) and KROD(AM), El Paso, Texas	)	
	)	

**ORDER**

**Adopted: July 29, 2013**

**Released: July 29, 2013**

By the Acting Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau (Bureau) and Townsquare Media of El Paso, Inc. (Townsquare El Paso). The Consent Decree resolves and terminates the Bureau’s investigation into possible violations of Section 317 of the Communications Act of 1934, as amended (Act), and Section 73.1212 of the Commission’s rules (Rules),<sup>1</sup> in connection with the apparent failure by Regent Broadcasting of El Paso, Inc., Debtor-in-Possession (Regent), the prior licensee, to properly disclose the sponsor of paid advertisements broadcast on Stations KLAQ(FM) and KROD(AM), El Paso, Texas (Stations) in 2010. Townsquare El Paso assumed liability for the outcome of the Bureau’s investigation.<sup>2</sup>

2. The Bureau and Townsquare El Paso have negotiated the terms of the Consent Decree that resolves this matter, including a detailed, three-year compliance plan requirement. A copy of the Consent Decree is attached hereto and incorporated by reference.

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<sup>1</sup> See 47 C.F.R. § 73.1212.

<sup>2</sup> Regent Broadcasting of El Paso, Inc., Debtor-in-Possession is not currently a Commission licensee but was a licensee and subject to these same laws at the time of the conduct at issue herein. Townsquare El Paso’s corporate family acquired the Stations by assignment consummated July 1, 2010 and as part of that assignment, through Town Square Media, LLC agreed to accept liability for potential violations resulting from complaints (including those covered by this Order) that were pending against the Stations at the time of the assignment. Those complaints, which included the instant Complaints, prompted inquiry with respect to Regent’s compliance with certain of the Commission’s rules but did not raise questions with respect to its basic qualifications.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest will be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Townsquare El Paso possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,<sup>3</sup> and Sections 0.111 and 0.311 of the Rules,<sup>4</sup> the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation, as to the Stations and/or Townsquare El Paso, **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against the Station and/or Townsquare El Paso before the Enforcement Bureau related to the above-captioned investigation as of the date of this Consent Decree **ARE DISMISSED**.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by both First Class U.S. Mail and Certified Mail, Return Receipt Requested, to Townsquare El Paso's counsel, Howard Liberman, Esq. and Alisa Lahey, Esq., Drinker Biddle & Reath LLP, 1500 K Street, N.W., Washington, D.C. 20005-1209, and to the complainant.

FEDERAL COMMUNICATIONS COMMISSION

Robert H. Ratcliffe  
Acting Chief, Enforcement Bureau

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<sup>3</sup> See 47 U.S.C. §§ 154(i), 154(j), 503(b).

<sup>4</sup> See 47 C.F.R. §§ 0.111, 0.311.

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Former Licensee of Stations KLAQ(FM) and KROD(AM), El Paso, Texas	)	
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and	)	
	)	
<b>Townsquare Media of El Paso, Inc.</b>	)	
	)	
Successor-in-Interest and Licensee of Stations KLAQ(FM) and KROD(AM), El Paso, Texas	)	
	)	

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission (Bureau) and Townsquare Media of El Paso, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into possible violations of Section 317 of the Communications Act of 1934, as amended, and Section 73.1212 of the Commission’s Rules<sup>1</sup> pertaining to sponsorship identification.

**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, 47 U.S.C. § 151 *et seq.*
- (b) “Adopting Order” means the 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) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
- (e) “Communications Laws” means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which each Commission licensee, including Townsquare El Paso, is subject by virtue of

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<sup>1</sup> See 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

it being a Commission licensee, including but not limited to Section 317 of the Act and Section 73.1212 of the Commission's Rules.<sup>2</sup>

- (f) "Complainant" means the individual transmitting and filing the third-party Complaints received by, or in the possession of, the Bureau and alleging violation of Section 317 of the Act and/or Section 73.1212 of the Sponsorship ID Laws, as described in this Consent Decree at paragraph 4.
- (g) "Complaints" means the third-party complaint(s) alleging violation of the Commission's Sponsorship ID laws and received by, or in the possession of, the Bureau, 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 11.
- (i) "Covered Employees" means all employees and agents of Townsquare El Paso who perform, supervise, oversee, and/or manage the performance of duties that relate to Townsquare El Paso's responsibilities under the Sponsorship ID Laws, including those employees and agents who serve as on-air talent and/or materially participate in the on-air broadcast of program material and/or in the making of programming decisions, as well as their supervisory employees and agents.
- (j) "Effective Date" means the date on which the Bureau releases the Adopting Order.
- (k) "Investigation" means the investigation commenced by the Bureau's June 30, 2010 Letter of Inquiry regarding whether Regent violated the Sponsorship ID Laws.
- (l) "Operating Procedures" means the standard, internal operating procedures and compliance policies established by Townsquare El Paso to implement the Compliance Plan.
- (m) "Parties" means Townsquare El Paso and the Bureau, each of which is a "Party."
- (n) "Regent" means Regent Broadcasting of El Paso, Inc. Debtor-in-Possession, the former licensee of the Stations, and its successors-in-interest before July 1, 2010.<sup>3</sup>

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<sup>2</sup> Regent Broadcasting of El Paso, Inc. Debtor-in-Possession is not currently a Commission licensee but was a licensee and subject to these same laws at the time of the conduct at issue herein. Townsquare El Paso's corporate family acquired the Stations by assignment consummated July 1, 2010, and as part of that assignment, through Town Square Media, LLC, agreed to accept liability for potential violations resulting from complaints (including the instant Complaints) that were pending against the Stations at the time of the assignment. Those complaints, which included the instant Complaints, prompted inquiry with respect to Regent's compliance with certain of the Commission's rules but did not raise questions with respect to its basic qualifications.

<sup>3</sup> On July 1, 2010, Townsquare Media, LLC became the Stations' corporate parent. See *supra* note 2.

- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (p) A “Sponsored Broadcast” is matter transmitted by a broadcast station that is aired in exchange for valuable consideration that is “directly or indirectly paid or promised to or charged or accepted by, the station so broadcasting,” especially the types of broadcasts covered by Section 73.1212(f) of the Commission’s Rules.
- (q) “Sponsorship ID Laws” means, individually or collectively, Section 317 of the Act and Section 73.1212 of the Commission’s Rules.
- (r) “Stations” means Station KLAQ(FM), El Paso, Texas (Facility ID 48670) and Station KROD(AM), El Paso, Texas (Facility ID 14908), each a “Station.”
- (s) “Townsquare El Paso” means Townsquare Media of El Paso, Inc.;<sup>4</sup> its corporate family, including Town Square Media, LLC; and Townsquare El Paso’s successors-in-interest.

## II. BACKGROUND

3. The Sponsorship ID Laws establish the general obligation of a broadcast station to air sponsorship identification announcements whenever any “money, service or other valuable consideration”<sup>5</sup> is paid or promised to the station for the broadcast of program material.<sup>6</sup> The Commission has noted that the Sponsorship ID Laws are “grounded in the principle that listeners and viewers are entitled to know who seeks to persuade them”<sup>7</sup> and has warned that it would take enforcement action against broadcast stations and cable operators that did not comply with these disclosure requirements.<sup>8</sup> Stations are exempt from making sponsorship identification announcements in certain circumstances, but these exemptions do not apply when the consideration paid or promised to a station is in the form of “money.”<sup>9</sup> Section 73.1212(f) states that “[i]n the case of broadcast matter advertising commercial products or services,” the licensee must broadcast “an announcement stating the sponsor’s corporate or trade name, or the name of the sponsor’s product . . . .”<sup>10</sup> That section also provides that in such circumstances, “when it is clear that the mention of the name of the product constitutes a sponsorship identification, [the name of the product] shall be deemed sufficient” to comply with the Sponsorship ID Laws.<sup>11</sup> In this case, Regent failed to mention the “sponsor’s corporate or trade name, or the name of the sponsor’s product,”<sup>12</sup> in violation of the Sponsorship ID Laws.

<sup>4</sup> See *supra* note 2.

<sup>5</sup> 47 U.S.C. § 317(a)(1). See also 47 C.F.R. §§ 73.1212(a).

<sup>6</sup> See 47 U.S.C. § 317(a)(1); 47 C.F.R. §§ 73.1212(a).

<sup>7</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).

<sup>8</sup> See, e.g., *id.*

<sup>9</sup> See *id.*

<sup>10</sup> 47 C.F.R. § 73.1212(f).

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

4. The Bureau received Complaints, which alleged that Station KLAQ(FM) aired advertisements that failed to identify the sponsor of the advertisement and the product advertised.<sup>13</sup> The Complaints alleged that the advertisements were sponsored by The Cigarette Outlet, and that the Station intentionally omitted the sponsor of the announcements, whose name contains the word “cigarette,” from the advertisements in order to avoid violating Section 73.4055 of the Commission’s Rules and 15 U.S.C § 1335, both of which prohibit the broadcast of cigarette advertisements.<sup>14</sup>

5. The Bureau issued a letter of inquiry (LOI) on June 30, 2010 regarding the issues raised in the Complaints.<sup>15</sup> In its response to the LOI,<sup>16</sup> Regent confirmed that both KLAQ(FM) and KROD(AM) had received money from The Cigarette Outlet as payment for the Stations’ broadcast of advertisements for The Cigarette Outlet store and that the Stations broadcast the subject advertisements.<sup>17</sup> Regent further confirmed that the Stations omitted both the word “cigarette” and the name “The Cigarette Outlet” from those advertisements.<sup>18</sup> Regent acknowledged the applicability of the Commission’s Sponsorship ID Laws to The Cigarette Outlet’s advertisements but effectively denied violating those Laws by arguing that it was unnecessary to include the advertiser’s full name in the announcements because the “identity of each [a]dvertisement’s sponsor and the fact of sponsorship of its business were obvious”<sup>19</sup> due to the advertisements’ inclusion of the address and phone number of The Cigarette Outlet, as well as directions to its only store.<sup>20</sup> The Bureau disagrees with this assertion.

### III. TERMS OF AGREEMENT

6. **Adopting Order.** 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 Adopting Order.

7. **Jurisdiction.** Townsquare El Paso agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and that the Bureau has the authority to enter into and adopt this Consent Decree.

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<sup>13</sup> See Complaint from Robert King to Hillary DeNigro, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (Apr. 12, 2010) (on file in EB-10-IH-2145); Complaint from Robert King to Hillary DeNigro, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (Apr. 21, 2010) (on file in EB-10-IH-2145); E-mail from Robert King to Hillary DeNigro, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (Apr. 28, 2010, 14:37 EDT) (on file in EB-10-IH-2145).

<sup>14</sup> See 15 U.S.C. § 1335; 47 C.F.R. § 73.4055; *supra* note 13.

<sup>15</sup> See Letter from Anjali K. Singh, Acting Assistant Chief, Investigations and Hearings Division, FCC Enforcement Bureau to Regent Trust (June 30, 2010) (on file in EB-10-IH-2145). Regent Trust was the licensee of the Stations from April 27, 2010 (See FCC File No. BALH-20100323AHU) until July 1, 2010 (See FCC File No. BALH-20100232ACK).

<sup>16</sup> See Letter from Mark B. Denbo, Counsel to Regent Broadcasting of El Paso, Inc., to Marlene H. Dortch, Secretary, Federal Communications Commission at 1–2 (July 30, 2010) (on file in EB-10-IH-2145).

<sup>17</sup> See *id.* at 3, Ex. 4.

<sup>18</sup> See *id.* at 4.

<sup>19</sup> *Id.*

<sup>20</sup> See *id.*

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 Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of 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 the enforcement of a Commission order.

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. In consideration for the termination of the Investigation, Townsquare El Paso agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Townsquare El Paso 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 take any action on its own motion against Townsquare El Paso with respect to its basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

10. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Townsquare El Paso shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as 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 Townsquare El Paso complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Sponsorship ID Laws prior to assuming his/her duties and shall commit to enforcing high standards with respect to the Sponsorship ID Laws to avoid violations.

11. **Compliance Plan.** For purposes of settling the matters set forth herein, Townsquare El Paso agrees that it shall, within sixty (60) calendar days of the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Sponsorship ID Laws, Townsquare El Paso shall implement the following procedures:

- (a) **Operating Procedures for broadcasts subject to the Sponsorship ID Laws.** Within sixty (60) calendar days after the Effective Date, Townsquare El Paso shall establish Operating Procedures that all Covered Employees must follow to help ensure Townsquare El Paso's compliance with the Sponsorship ID Laws. Townsquare El Paso's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Townsquare El Paso discloses the sponsorship status and the sponsor of broadcasts that are aired in exchange for valuable consideration or otherwise require sponsorship identification, consistent with Section 317 of the Act and Section 73.1212 of the Commission's Rules. Townsquare El Paso also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that Sponsored Broadcasts will not result in a violation of the Communications Laws regarding sponsorship ID. At a minimum, the Compliance Checklist shall

require a multi-level review of Sponsored Broadcasts that air over the Station. All scripts of announcements shall be reviewed prior to broadcast for compliance with the Sponsorship ID Laws by at least two station employees, one of whom shall be a management-level employee.

- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer (with assistance of counsel as appropriate) shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Sponsorship ID Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure Townsquare El Paso's compliance with the Communications Laws. Townsquare El Paso shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Townsquare El Paso shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Townsquare El Paso shall establish and implement a Compliance Training Program on compliance with the Sponsorship ID Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Townsquare El Paso's obligation to report any noncompliance with the Sponsorship ID Laws under paragraph 12 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the Effective Date shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Townsquare El Paso 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.
- (i) **Hotline.** The Compliance Officer shall maintain a hotline for employees to call the Compliance Officer to obtain advice on compliance with the Compliance Plan and report violations of the Compliance Plan.
- (ii) **Contractual Agreements.** Townsquare El Paso will ensure that all contractual agreements with respect to Covered Employees shall include a contractual clause relating to compliance with the Sponsorship Identification Laws.
- (iii) **Commitment to High Standards for the Identification of Program Sponsors and the Airing of Sponsored Content.** Townsquare El Paso commits to enforcing high standards with respect to the Sponsorship ID Laws to avoid violations.
- (d) **Sponsor Education.** Townsquare El Paso will also implement and maintain a plan to educate prospective sponsors about appropriate sponsorship content and how it incorporates such sponsorship content in the messages that it prepares for



the sponsor's approval and eventual broadcast. To that end, Townsquare El Paso will summarize the Sponsorship ID Laws for each client prior to accepting any contract to air messages over the Station and preparing the message for the sponsor's review. Townsquare El Paso will not broadcast any announcement that does not comply with the Sponsorship ID Laws.

- (e) **Annual Report.** The Compliance Officer shall submit reports to the Townsquare El Paso's Board of Directors concerning the Townsquare El Paso's compliance with this 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.

12. **Reporting Noncompliance.** Townsquare El Paso shall report any noncompliance with the Sponsorship ID Laws, and with the terms and conditions of this Consent Decree within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of (i) each instance of noncompliance; (ii) the steps that Townsquare El Paso 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 Townsquare El Paso has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, DC 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at [Terry.Cavanaugh@fcc.gov](mailto:Terry.Cavanaugh@fcc.gov), Jeffrey J. Gee at [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), Anjali Singh at [Anjali.Singh@fcc.gov](mailto:Anjali.Singh@fcc.gov), and Judy Lancaster at [Judy.Lancaster@fcc.gov](mailto:Judy.Lancaster@fcc.gov).

13. **Compliance Reports.** Townsquare El Paso shall file Compliance Reports with the Commission ninety (90) 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 Townsquare El Paso's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Sponsorship ID Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Townsquare El Paso, stating that the Compliance Officer has personal knowledge that Townsquare El Paso (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraphs 11 and 12 hereof.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules<sup>21</sup> and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Townsquare El Paso, shall provide the Commission with a detailed explanation of the reason(s) why and

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<sup>21</sup> 47 C.F.R. § 1.16.

describe fully: (i) each instance of noncompliance; (ii) the steps that Townsquare El Paso has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial action will be taken; and (iii) the steps that Townsquare El Paso 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, S.W., Washington, DC 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at [Terry.Cavanaugh@fcc.gov](mailto:Terry.Cavanaugh@fcc.gov), Jeffrey J. Gee at [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), Anjali Singh at [Anjali.Singh@fcc.gov](mailto:Anjali.Singh@fcc.gov), and Judy Lancaster at [Judy.Lancaster@fcc.gov](mailto:Judy.Lancaster@fcc.gov).

14. **FCC Enforcement Actions.** If, as a result of a possible future violation of the Sponsorship ID Laws at one of its Stations, Townsquare El Paso receives a Notice of Apparent Liability or similar Bureau document proposing a forfeiture, a Bureau document contemplating license non-renewal or revocation, or a Forfeiture, Townsquare El Paso shall:

- (a) suspend each employee accused of violating the Sponsorship ID Laws and undertake an investigation of each such incident;
- (b) require that each such employee receive remedial training on the Sponsorship ID Laws and the Compliance Plan and successfully demonstrate to the Compliance Officer and Station management that he or she understands such regulations and policies before allowing such employee to resume his or her duties;
- (c) take disciplinary action, up to and including termination, against each employee who is materially involved in the violation of the Sponsorship ID Laws, if such violation results in a final adjudication by the Commission that Townsquare El Paso violated the Sponsorship ID Laws.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 10 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Section 73.1212 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to Section 73.1212 of the Commission's Rules against Townsquare El Paso or its affiliates for alleged violations of the Act or the Commission's Rules or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Townsquare El Paso with the Communications Laws.

17. **Voluntary Contribution.** Townsquare El Paso agrees that it will make a voluntary contribution to the United States Treasury in the amount of fifteen thousand dollars (\$15,000) within thirty (30) calendar days after the Effective Date. Townsquare El Paso shall also send electronic notification of payment to Theresa Z. Cavanaugh at [Terry.Cavanaugh@fcc.gov](mailto:Terry.Cavanaugh@fcc.gov), Jeffrey J. Gee at [Jeffrey.Gee@fcc.gov](mailto:Jeffrey.Gee@fcc.gov), Anjali Singh at [Anjali.Singh@fcc.gov](mailto:Anjali.Singh@fcc.gov), and to Judy Lancaster at [Judy.Lancaster@fcc.gov](mailto:Judy.Lancaster@fcc.gov) on the date said payment is made. The payment must be made by check or

similar instrument, wire transfer, or credit card, and must include the NAL/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 you should follow based on the form of payment you select:<sup>23</sup>

- 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.

18. **Waivers.** Townsquare El Paso waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. Townsquare El Paso shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Townsquare El Paso nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Townsquare El Paso shall waive any statutory right to a trial *de novo*. Townsquare El Paso hereby agrees to waive any claims it may 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 addressed in this Consent Decree.

19. **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.

20. **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 Townsquare El Paso does not expressly consent) that provision will be superseded by such Rule or Commission order.

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<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>.

<sup>23</sup> If Townsquare El Paso has questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone at 1-877-480-3201, or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

21. **Successors and Assigns.** Townsquare El Paso agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

24. **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.

25. **Authorized Representative.** The individual signing this Consent Decree on behalf of Townsquare El Paso represents and warrants that he is authorized by Townsquare El Paso to execute this Consent Decree and to bind Townsquare El Paso to the obligations set forth herein. The FCC signatory represents that he is signing this Consent Decree in his official capacity and that he is authorized to execute this Consent Decree.

26. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

**FEDERAL COMMUNICATIONS COMMISSION**

\_\_\_\_\_  
Robert H. Ratcliffe  
Acting Chief, Enforcement Bureau

\_\_\_\_\_  
Date

**TOWNSQUARE MEDIA OF EL PASO, INC.**

\_\_\_\_\_  
By: Alex Berkett  
Executive Vice President

\_\_\_\_\_  
Date