



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

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In Reply Refer to:
1800B3-MM

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In re: WCLG(AM), Morgantown, West Virginia
Bowers Broadcasting Corporation
Facility ID No. 3
File No. BAL-20130815ACK

WCLG-FM, Morgantown, West Virginia
Bowers Broadcasting Corporation
Facility ID No. 6553
File No. BALH-20130815ACL

Assignment of License

Informal Objections

Dear Counsel and Mr. Potter:

The Media Bureau ("Bureau") has before it: (1) applications for Commission consent to the assignment of the licenses for stations WCLG(AM) and WCLG-FM, Morgantown, West Virginia (collectively, the "Stations") from Bowers Broadcasting Corporation ("Bowers") to AJG Corporation ("AJG") (collectively, "Applications"); (2) a complaint filed by Mr. Brandon Marsh ("Marsh") on August 30, 2013, and treated herein as an Informal Objection pursuant to Section 73.3587 of the Commission's Rules ("Rules") ("Marsh Objection");¹ and (3) a letter objecting to the Applications filed on September

¹ 47 C.F.R. § 73.3587. The Marsh Objection is unopposed.

19, 2013,² by Mr. Joe Potter (“Potter”) of IMG College, LLC (“IMGC”) (“Potter Objection”). For the reasons set forth below, we deny the Marsh and Potter Objections and grant the Applications subject to several conditions detailed below.

Background. On July 11, 2013, IMGC, a producer and distributor of radio broadcasts, signed a contract with West Virginia University (“WVU”) athletics obligating IMGC to distribute WVU athletics radio broadcasts. Shortly thereafter, IMGC and Bowers representatives finalized the details of a two-year agreement for the Stations to carry WVU football game broadcasts.³ West Virginia Radio Corporation (“WVRC”) also competed in the request for proposals process as the legacy holder of WVU athletics radio broadcast rights, but was not chosen as the winning bidder.⁴ Brothers John R. Raese and David A. Raese each are 50 percent owners, officers, and directors of WVRC, which owns three FM stations and one AM station in the same radio market as the Stations, the Morgantown-Clarksburg-Fairmount Arbitron Metro.⁵

On August 2, 2013, Bowers notified IMGC that it would not implement the agreement for the Stations to broadcast WVU athletics programs produced and distributed by IMGC, citing the impending sale of the Stations.⁶ On August 9, 2013, Bowers signed a time brokerage agreement (“TBA”) and an asset purchase agreement (“APA”) with AJG, a licensee of three radio stations, two of which are located in the Morgantown-Clarksburg-Fairmount Arbitron Metro.⁷ AJG’s stockholders are two trusts established by the Raese brothers to benefit their descendants (the “Trusts”).⁸ Ms. Lauren M. Kelly Driscoll is the trustee for the Trusts and AJG’s president and director, holding 100 percent of the votes. Under the TBA, AJG is to provide programming for the Stations 24 hours a day, seven days a week,

² Bowers and AJG (“Applicants”) jointly filed an Opposition to the Second Objection on October 25, 2013. In it, they correctly point out that the pleading fails as a petition to deny because Potter did not provide an affidavit or declaration under penalty of perjury from persons with personal knowledge of the facts set forth in the petition. See 47 U.S.C. § 309(d)(1) and 47 C.F.R. § 73.3584. We will, however, treat his pleading as an informal objection pursuant to 47 C.F.R. § 73.3587.

³ Second Objection at 2.

⁴ *Id.* at 1. See Opposition at 5, n.1, citing *West Virginia Radio Corporation v. West Virginia University Board of Governors, West Virginia University Foundation, Inc., West Virginia Media Holdings, LLC, Andrew A. Payne, III, David B. Alvarez, Albert Bray Cary, Jr., Ralph Ballard, Richard Ballard, Oliver Luck, James P. Clements, and IMG College, LLC* (Monongalia County, West Virginia Circuit Court, Civil Action No. 13C-468).

⁵ WAJR(AM), Morgantown, West Virginia; WAJR-FM, Salem, West Virginia; WVAQ(FM), Morgantown, West Virginia; and WWLW(FM) Clarksburg, West Virginia.

⁶ First Objection at 2; Opposition at 4.

⁷ WKKW(FM), Fairmont, West Virginia and WFGM-FM, Barrackville, West Virginia.

⁸ Each trust serves the descendants of one Raese brother, and each trust holds 50 percent of AJG assets. Created under a single trust document dated May 2, 2000, the “Descendants Trust, Lauren M. Kelley, Trustee,” acquired WKKW and WFGM-FM in November of 2000, see BALH-200007272AAM, granted September 13, 2000, and assigned those stations’ licenses in a *pro forma* transaction to AJG in November of 2007. See BALH-20070917ABI, granted October 30, 2007. AJG filings with the West Virginia Secretary of State’s Office indicate that, among other things, the Raeses were removed as directors of the corporation by December 12, 2008. *Application to Appoint or Change Process, Officers, Members, Managers and/or Office Addresses*, Question 5e, filed Dec. 8, 2008. <http://apps.sos.wv.gov/business/corporations/readpdf.aspx?DocId=545265> (last visited Apr. 29, 2014).

except for Sundays between 6:00 a.m. and 8:00 a.m., until the closing of the transaction contemplated in the APA.⁹ Under the APA, Bowers agreed to sell assets and assign licenses necessary for operation of the Stations for \$1,800,000 subject to certain terms and conditions, including consent of the Commission.¹⁰

On August 15, 2013, Bowers filed the Applications, attaching copies of the TBA and APA.¹¹ AJG discloses in the Assignment Applications that it is a party to a “sales representation agreement” dated November 8, 2000, pursuant to which WVRC of Clarksburg sells the advertising time on AJG Morgantown-Clarksburg-Fairmount Arbitron Metro station WKKW(FM).¹²

On August 30, 2013, Marsh filed his Objection, claiming that WVRC and AJG are essentially the same entity, and that WVRC created AJG to “monopolize” the radio market.¹³ To support his claims, he refers to two Internet links from the *Charleston Gazette*, one of which failed to provide access to an article.¹⁴ The other reported that AJG and WVRC’s common places of business, employees, and history “may raise FCC questions” regarding compliance with the agency’s local radio ownership rules.

In his Objection, Potter of IMGC alleges that: (1) WVRC caused Bowers to refuse to execute the agreement with IMGC to carry West Virginia University (“WVU”) sports programming;¹⁵ (2) the TBA constitutes a premature relinquishment of control of the Stations;¹⁶ and (3) AJG and WVRC “appear” to have “very close connections and operational control.”¹⁷ In support of this last point, Potter attaches and cites the *Gazette Article*. He urges the Commission to investigate whether the interests of WVRC may be

⁹ TBA § 2. Either party may terminate the TBA upon termination of the APA under its terms. TBA § 15.5. Under the APA, AJG will provide programming to the Stations prior to closing the transaction provided for in the APA. APA § D.

¹⁰ APA § 2.1.

¹¹ Bowers amended the Applications on September 26, 2013, to change AJG’s mailing address and telephone number. See Application at Exhibit 16.

¹² See Assignment Applications, Exhibit 17. The percentage of WKKW(FM) time sold to WVRC of Clarksburg results in attribution of ownership interests in WKKW(FM) to both AJG and WVRC. See 47 C.F.R. §§ 73.3555 Note 2.k.1; 73.3613(d)(2) and File Nos. BOA-20050601AZO, Section II, Question 7; BRH-20110524AGW, Exhibit 16.

¹³ See nn. 5, 7, *supra*. As described below, 47 C.F.R. § 73.3555(a)(1)(iii) states that, in a radio market with between 15 and 29 full-power stations, a person or an entity (or entities under common control) may have a cognizable interest in licenses for not more than 6 commercial radio stations total, not more than four of which are in the same service. In the Morgantown-Clarksburg-Fairmount Metro, if the WVRC and AJG interests (including the Stations) were combined, they would exceed both the total station and FM station limits by two.

¹⁴ The links were: <http://www.wvgazette.com/News/politics/201308140129>, which directed to the article by Phil Kabler, *Morgantown Broadcasting: Radio Sale May Attract FCC Attention; Stations, Companies Apparently Share a Lot*, *Charleston Gazette*, August 15, 2013 (“*Gazette Article*”), and http://www.wvgazette.com/News/PhilKabler/201309010_024?page=1 which was inaccessible.

¹⁵ Opposition at 2-3 and 4, citing *Gazette Article*. In addition, Potter states that WVRC-owned station WSWW-FM refused to honor its contractual obligation under an agreement with IMGC to broadcast WVU football games. Potter concludes that these actions indicate that WVRC assumed control of the Stations or tried to block the Stations from being affiliates on WVU football game broadcasts. Objection at 3.

¹⁶ Second Objection at 2, citing the two hour block each Sunday morning reserved for Bowers, while AJG allegedly controls the remainder.

¹⁷ *Id.* at 3.

attributable to AJG. If the interests are attributable, he argues, the radio station ownership totals of WVRC and AJG would exceed the numerical limits set forth in subsection (a)(iii) and, due to the “close connections,” may also fail to meet the criteria specific to trusts set forth in Note 2.d. of that Rule.¹⁸

In its Opposition, Applicants claim that IMGC’s arguments are meritless because: (1) the failure of IMGC to enter into an affiliation agreement with Bowers is not relevant to the Commission’s decision on the Applications, especially since this matter is to be adjudicated in civil litigation in a West Virginia court;¹⁹ (2) the terms of the TBA “are ordinary and customary and in full harmony with the Commission’s standards and policies”;²⁰ (3) neither Raese brother has an attributable interest in AJG;²¹ and (4) in any event, the Commission may not consider newspaper article content in determining whether a substantial and material question has been raised as to an applicant’s qualifications.²²

Discussion. Pursuant to Section 309(e) of the Communications Act of 1934, as amended (the “Act”), informal objections must provide properly supported allegations of fact that, if true, would establish a substantial and material question of fact that grant of the application would be *prima facie* inconsistent with the public interest, convenience, and necessity.²³

Marsh and Potter Objections. As an initial matter, we will not consider the newspaper articles referenced by the objectors because the Commission has found information in newspaper articles to be the equivalent of hearsay and cannot act as a substitute for affidavits based on personal knowledge that are required to substantiate serious allegations.²⁴ We therefore reject these articles as a basis for objectors’ allegations that granting the Applications would implicate the Commission’s local radio ownership rules because the Raeses’ interests in WVRC are attributable to AJG. However, as explained more fully below, we will consider the relevant documents and the transactional data upon which we normally rely, including the BIA Kelsey Media Access Pro Database (“BIA”), in evaluating the proposed transaction.

¹⁸ *Id.* at 3 and 4, quoting Note 2.d. to 47 C.F.R. § 73.3555.

¹⁹ Opposition at 5 n.1. See n.4 *supra*.

²⁰ Opposition at 6-7, citing TBA § 6.2.

²¹ Applicants state that Driscoll is sole trustee of this irrevocable trust and has “no familial, personal, business or financial relationship with the [Raeses] or the beneficiaries.” Opposition at 5. Neither the Raeses nor the Trusts’ beneficiaries have the power to replace Driscoll as trustee. The trustee may be removed only for “adequate cause,” (Opposition at 6 citing Exhibit A, Section IV F), by Mr. Peter S. Broberg, an individual with no familial, personal, business or financial relationship with the Raeses or the beneficiaries. Applicants attached a copy of the trust agreement to the Opposition as Exhibit A.

²² Opposition at 7, citing *Univision Holdings, Inc.*, Memorandum Opinion and Order, 7 FCC Rcd 6672, 6673 (1992), *Casa de Oracion Getsemani, Ephese French SDA Church, Zion Bible Institute, Brown Student Radio, and Providence Community Radio*, Memorandum Opinion and Order, 23 FCC Rcd 4118 n.76 (2008) (“[T]he Commission has consistently held that newspaper articles and magazine articles are the equivalent of hearsay and do not meet the specificity and personal knowledge requirements in a petition to deny.”), *et. al.*

²³ See, e.g., *WWOR-TV, Inc.*, Memorandum Opinion and Order, 6 FCC Rcd 193, 197 n. 10 (1990), *aff’d sub nom. Garden State Broadcasting L.P. v. FCC*, 996 F.2d 386 (D.C. Cir. 1993), *rehearing denied* (Sep. 10, 1993); *Area Christian Television, Inc.*, Memorandum Opinion and Order, 60 RR 2d 862, 864 (1986) (informal objections must contain adequate and specific factual allegations sufficient to warrant the relief requested).

²⁴ See cases cited in n.22 *supra*.

Additionally, we reject Potter's unsupported allegation that WVRC caused Bowers to withdraw from an affiliation agreement with IMGC to carry WVU sports programming. The affiliation agreement is a private contract, and issues arising from Bowers' private contractual associations and disputes with IMGC are not within the Commission's purview but rather are better adjudicated in a local court of competent jurisdiction.²⁵

The TBA. To determine whether an unauthorized transfer of control has occurred, we examine whether an entity other than the licensee sets a station's basic operating policies with respect to personnel, programming, and finances.²⁶ In so doing, the Commission traditionally looks beyond legal title to whether a new entity or individual has obtained the right to determine the basic operating policies of the station.²⁷

In the TBA here, with respect to programming, Bowers reserves the right to preempt AJG programming that Bowers believes is contrary to the public interest. Bowers may substitute programs which Bowers believes to be of greater "local or national importance or which are designed to address the problems, needs and interests of the local communities."²⁸ Also, Bowers may refuse to broadcast any program which does not meet the Commission's programming requirements.²⁹ AJG has agreed to consult with Bowers on programming to ensure the content is "responsive to issues of public concern in the local communities . . .".³⁰ Moreover, the Commission has found valid programming agreements permitting 24 hours, 7 days a week of programming, some of which reserved several hours for maintenance or other licensee necessities.³¹

Regarding personnel at the Stations, the TBA requires Bowers to employ: (1) a manager to "direct the day-to-day operations" of the Stations; (2) a clerical staff member, who will be present at the Stations' studio facilities five days per week during regular business hours and provide services to both Bowers and, as time permits, AJG; and (3) an engineer to maintain the Stations' broadcast equipment and technical facilities.³² Additionally, the TBA provides that AJG shall not have authority over and shall not supervise Bowers' employees.³³ Concerning the Station's finances, AJG pays programming costs and the maintenance of its own production equipment, but Bowers pays for "the maintenance of all main studio and transmission equipment, utilities, taxes, insurance, annual regulatory

²⁵ See *Decatur Telecasting, Inc.*, Memorandum Opinion and Order, 7 FCC Rcd 8622, 8624 (1992) (citing *John F. Runner, Receiver (KBIF)*, Memorandum Opinion and Order, 36 RR 2d 773, 778 (1976)). See also *Metromedia, Inc.*, Memorandum Opinion and Order, 3 FCC Rcd 595 (1988).

²⁶ See *WGPR, Inc.*, Memorandum Opinion and Order, 10 FCC Rcd 8140, 8142-46 (2005), *vacated on other grounds sub nom. Serafin v. FCC*, 149 F.3d 1213 (D.C. Cir. 1998); *Choctaw Broadcasting Corporation*, Memorandum Opinion and Order, 12 FCC Rcd 8534, 8538-39 (1997).

²⁷ See *WHDH, Inc.*, Memorandum Opinion and Order, 17 FCC 2d 856 (1969), *aff'd sub nom. Greater Boston Television Corp. v. FCC*, 444 F.2d 841 (D.C. Cir. 1970), *cert. denied*, 403 U.S. 923 (1971).

²⁸ TBA § 6.2.

²⁹ *Id.*

³⁰ *Id.* at § 11.1.

³¹ See, e.g., *WFCL(FM), Nashville, TN*, DA 14-362, Letter (rel. Mar. 18, 2014) (making facilities available 24 hours a day, seven days a week); *Ms. Gisela Huberman, Esq.*, Letter, 6 FCC Rcd 5397, para. 2 (MMB 1991) (reserving two hours between 12 and 2 a.m. on Sundays for routine maintenance); *Brian M. Madden*, Letter, 6 FCC Rcd 1871, para. 2 (MMB 1991) (making facilities available 24 hours a day except for "downtime occasioned by routine maintenance").

³² TBA § 6.1.

³³ *Id.*

fees due to the FCC, and all other operating costs required to be paid to maintain the Station' [sic] broadcast operations in accordance with FCC rules and written policies and applicable law, including the salaries, payroll taxes, workers compensation, and benefits for its own employees or contractors."³⁴

We find that the specific terms of the TBA evidence retention of control by Bowers and comport with terms previously approved by the Commission, and there is no evidence that AJG has exceeded the scope of its authority under those terms. Accordingly, we find that Bowers has maintained control of the Stations because it reserved ultimate responsibility for the Stations' operations.

Considering all the evidence before us, as discussed above, we find that neither Marsh nor Potter has raised a substantial and material question of fact that merits further inquiry into whether grant of the Applications would further the public interest.

Compliance with the Local Radio Ownership Rules. The Applications indicate that, upon consummation of the proposed transaction, AJG will own three FM stations and one AM station in the Morgantown-Clarksburg-Fairmont Arbitron Metro. BIA lists a total of 29 commercial and noncommercial full power stations as "home" to this market. Under the Commission's local radio ownership rule, in a radio market with between 15 and 29 full-power commercial and noncommercial radio stations, an entity may hold a cognizable interest in up to a total of six commercial radio stations, not more than four of which are in the same service.³⁵

However, BIA data also indicates that, as of July 29, 2014, WVRC and AJG share staff members and studio/office facilities. For example, BIA shows that Mr. Dale Miller is General Manager at AJG-owned station WFGM(FM) and at WVRC-owned station WVAQ(FM), and Mr. Jack Murphy is Sales manager at AJG-owned station WFGM(FM) and WVRC-owned station WAJR(AM). It also lists the same mailing and physical address – 1251 Earl L Core Road, Morgantown, West Virginia – for AJG-owned stations WFGM-FM and WKKW(FM) and WVRC-owned stations WAJR(AM) and WVAQ(FM). BIA also reflects that the two currently owned AJG stations, WFGM-FM and WKKW(FM), have a local marketing agreement ("LMA")³⁶ with all four of the WVRC-owned stations: WAJR(AM), WAJR-FM, WVAQ(FM), and WWLW(FM).³⁷ Similarly, and consistently, BIA shows that all four of the WVRC-owned stations – WAJR(AM), WAJR-FM, WVAQ(FM), and WWLW(FM) – have an LMA with AJG-owned stations WKKW(FM) and WFGM(FM).

The Trusts. Note 2.d. to Section 73.3555 of the Rules states that:

Voting stock interests held in trust shall be attributed to any person who holds or shares the power to vote such stock, to any person who has the sole power to sell such stock, and to any person who has the right to revoke the trust at will or to replace the trustee at will. If the trustee has a familial, personal or extra-trust business relationship to the grantor or the beneficiary, the grantor or beneficiary, as appropriate, will be attributed with the stock interests held in trust. An otherwise qualified trust will be ineffective to insulate the

³⁴ AJG will reimburse Bowers for some, but not all, of Bowers' expenses (TBA Exhibit 1), an arrangement the Commission has permitted in the past, and we do so here. See, e.g., *Golden Triangle Radio, Inc.*, Memorandum Opinion and Order, 10 FCC Rcd 5373, 5386 (1995), citing *WGPR, Inc.*, Memorandum Opinion and Order, 10 FCC Rcd 8140, 8145 (1995).

³⁵ 47 C.F.R. §73.3555(a)(1)(iii).

³⁶ BIA considers a joint sales agreement to be the equivalent of a local marketing agreement.

³⁷ By virtue of this LMA, BIA reports that WVRC's ultimate owner, the Raeses, also becomes the ultimate owner of AJG-owned stations WFGM-FM and WKKW(FM).

grantor or beneficiary from attribution with the trust's assets unless all voting stock interests held by the grantor or beneficiary in the relevant broadcast licensee, cable television system or daily newspaper are subject to said trust.³⁸

In addition to being an independent person with no familial or business relationship with the beneficiary or grantor, the trust instrument must clearly state that there will be no communications between grantor and trustee regarding the management or operation of the subject facilities.³⁹

We have evaluated the Trusts pursuant to the other requirements specific to trusts outlined in Note 2.d. and the *1984 Attribution Order*. At issue is whether the Raeses hold attributable interests in AJG. We recognize that the Raeses placed their entire interests in three radio stations in the trusts that own AJG. Driscoll alone holds all the voting interests. The Raeses cannot sell voting stock because they do not own voting stock. The Raeses do not have the right to revoke the Trusts or to replace the trustee at will.⁴⁰ Driscoll also avers that she has no familial, personal, business or financial relationship with either the Raeses or the beneficiaries.⁴¹ However, the trust agreements do not clearly prohibit communications between the Raese brothers and Driscoll. For this reason, although the Commission has emphasized that trusts established for estate planning purposes should be facilitated where possible,⁴² we cannot find that the Trusts were established solely for estate planning purposes here. We are particularly concerned about the independence of the trustee in this case, where: (1) stations owned by the grantors of the Trusts (the Raeses) ostensibly compete for revenue in the same market with AJG stations owned by the Trusts; and (2) the Raeses cannot own both the Stations outright without violating the local radio ownership rules. Nevertheless, because we evaluate ownership interests held in trust on a case-by-case basis,⁴³ we will, *inter alia*, condition the Applications' grants upon Driscoll's submission of a sworn statement prior to consummation of the transaction that neither she nor any officer, director, employee or agent of AJG shall

³⁸ 47 C.F.R. § 73.3555, Note 2.d. *See also Corporate Ownership Reporting and Disclosure by Broadcast Licensees. Amendment of Sections 73.35, 73.240 and 73.636 of the Commission's Rules Relating to Multiple Ownership of Standard, FM, and Television Broadcast Stations, Report and Order, 97 FCC 2d 997, 1023 (1984) ("1984 Attribution Order")*.

³⁹ *1984 Attribution Order*, 97 FCC 2d at 1023. Although the *1984 Attribution Order* states only that "the trust instrument must clearly state that there will be no communications with the trustee regarding the management or operation of the subject facilities," the Commission has interpreted the requirement to prohibit communication between trustor (*a.k.a.* grantor) and trustee. *See Twentieth Holdings Corp.*, Decision, 4 FCC Rcd 4052, 4054 (1989) (the restriction "is designed to structure the trustor/trustee relationship so as to minimize the degree of potential influence that might otherwise be exercised by a trustor.")

⁴⁰ *See, supra*, note 21.

⁴¹ Opposition at Exhibit A: Declaration of Lauren M. Kelley Driscoll. As a footnote to Driscoll's statement that she has no familial, personal, or financial relationship with the grantors, she notes that her father, Mr. Charles McGill, was chairman of the Board of Greer Industries, Inc., a West Virginia corporation in which the Raeses have ownership interests. *Id.* at note 1. Given her statement regarding a lack of personal relationship with the grantors and the absence of evidence to the contrary, we accept her statement to this effect.

⁴² *1984 Attribution Order*, 97 FCC 2d at 1023 ("In many cases, trusts are established for personal and economic reasons unrelated to any Commission rule, such as estate planning and income for dependents. Such trusts should be facilitated to the extent possible.")

⁴³ *Id.* at 1024.

have any communication whatsoever, direct or indirect, oral or written, with: (1) Messrs. John R. or David A. Raese; or (2) any officer, director, employee or agent of any Raese-owned company or any affiliate or subsidiary thereof regarding the management or operation of WCLG(AM) and WCLG-FM.⁴⁴

AJG-WRVC Connection. Similarly, notwithstanding that John R. Raese and David A. Raese have no voting or equity interest in AJG, we cannot conclude that they and WVRC have no attributable influence or control of AJG⁴⁵ where BIA data reflect that: (1) same-market WVRC and AJG stations share senior managerial staff; and (2) AJG stations utilize WVRC's studio and office space in the same market; and (3) AJG is a party to a Joint Sales Agreement with WVRC, which results in at least Station WKKW(FM) being attributable to both AJG and WVRC. Accordingly, our approval of the Assignment Applications here will be subject to the conditions that, prior to consummation of the transaction: (1) WVRC-owned stations in the Morgantown-Clarksburg-Fairmount Arbitron Metro cease sharing managerial staff with AJG-owned stations in the same market; (2) AJG and WVRC of Clarksburg terminate the November 8, 2000, Joint Sales Agreement referenced in Exhibit 17 of the Assignment Applications and agree that they will enter into no further agreements that would create an attributable interest with respect to either programming or advertising on any same-market AJG or WVRC station, as described in Section 73.3555 Note 2, subsections j, k, and l;⁴⁶ and (3) the parties have requested that BIA update its records to reflect these terms.

Upon fulfillment of these conditions, we find that: (1) the Raeses are properly insulated from participation in the affairs of AJG stations and that their broadcast station interests should not be attributed to AJG; and (2) upon consummation of the transaction proposed in the Applications, AJG will have an attributable interest in three FM and one AM station in the Morgantown-Clarksburg-Fairmount Arbitron Metro. The transaction, as conditioned, complies with the local radio ownership rules.

Conclusion/Actions. We have examined the Applications and find that Bowers is qualified to assign, and, upon satisfaction of the conditions described immediately below, AJG is qualified to hold, the Stations' licenses. We also find on that basis that grant of the Applications would further the public interest, convenience, and necessity.

Accordingly, IT IS ORDERED, that the August 30, 2013, Informal Objection filed by Mr. Brandon Marsh IS DENIED.

IT IS FURTHER ORDERED, that the September 19, 2013, Informal Objection filed by Mr. Joe Potter IS DENIED.

IT IS FURTHER ORDERED, that the applications (File Nos. BAL-20130815ACK and BALH-20130815ACL) for assignment of the WCLG(AM) and WCLG-FM licenses from Bowers Broadcasting Corporation to AJG Corporation, ARE GRANTED, CONDITIONED UPON AJG Corporation's submission to the Bureau, prior to consummation, a sworn statement from Ms. Lauren M. Kelley Driscoll that: (1) neither she nor any officer, director, employee or agent of AJG, shall have any communication

⁴⁴ See, e.g., *Twentieth Holdings Corporation*, Decision, 4 FCC Rcd 4052, 4055 (1989) (conditioning grant to ensure revisions to divestiture trust terms removing beneficiary's right to approve of financial terms and conditions of sale of assets) citing *Lorimar Telepictures Corp.*, Decision, 3 FCC Rcd 6250, 6252 (1988) (same).

⁴⁵ See *KICG(FM)*, Letter, 28 FCC Rcd 10115, 10124 (MB 2013) ("[a]n entity or party with control over an applicant, whether *de facto* or *de jure*, would necessarily have an attributable interest"); *Review of the Commission's Regulations Governing Attribution of Broadcast and Cable/MDS Interests*, Memorandum Opinion and Order on Reconsideration, 16 FCC Rcd 1097, 1101 (2001) (the equity/debt plus attribution rule is necessary because multiple nonattributable business interests could be combined to exert influence over licensees, e.g., a creditor can exert significant influence over the core operations of a licensee without holding a direct voting or other equity interest).

⁴⁶ 47 C.F.R. § 73.3555, Note 2(j-l).

whatsoever, direct or indirect, oral or written, with: (a) Messrs. John R. or David A. Raese; or (b) any officer, director, employee or agent of any Raese-owned company or any affiliate or subsidiary thereof regarding the management or operation of WCLG(AM) and WCLG-FM;⁴⁷ (2) WVRC-owned stations in the Morgantown-Clarksburg-Fairmount Arbitron Metro have ceased sharing managerial staff with AJG-owned stations in that market; (3) AJG and WVRC have terminated the November 8, 2000, Joint Sales Agreement and agree that they will enter into no further agreements with respect to either programming or advertising on any same-market AJG or WVRC station as described in Section 73.3555 Note 2, subsections j, k, and l; and (4) AJG and WVRC have requested that BIA update its records to reflect terms (2) and (3).

Sincerely,



Peter H. Doyle
Chief, Audio Division
Media Bureau

⁴⁷ See, e.g., *Twentieth Holdings Corporation*, Decision, 4 FCC Rcd 4052, 4055 (1989) (conditioning grant to ensure revisions to divestiture trust terms removing beneficiary's right to approve of financial terms and conditions of sale of assets) citing *Lorimar Telepictures Corp.*, Decision, 3 FCC Rcd 6250, 6252 (1988) (same).