



Federal Communications Commission
Washington, D.C. 20554

November 10, 2022

CERTIFIED MAIL-RETURN RECEIPT REQUESTED

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Arthur S. Liu, President
Multicultural Radio Broadcasting Licensee, LLC
Multicultural Radio Broadcasting, Inc.
40 Exchange Place
Suite 1010
New York, NY 10005

In Re: **KAZN(AM), Pasadena, CA**
Facility ID No. 51426

KMRB(AM), San Gabriel, CA
Facility ID No. 52913

KAHZ(AM), Pomona, CA
Facility ID No. 61814

WKDM(AM), New York, NY
Facility ID No. 71137
Application File No. 0000182689

WZRC(AM), New York, NY
Facility ID No. 27398
Application File No. 0000182573

Letter of Inquiry – Response Required

Dear Counsel and Licensee:

The Media Bureau, Audio Division (Bureau) is reviewing licensee compliance with the Commission's rules regarding foreign interests in broadcast stations, disclosure of LMA agreements and "conspicuous statements" under the Foreign Agents Registration Act (FARA). In this regard, the Bureau is requesting information about the five referenced stations (Stations) licensed to Multicultural Radio Broadcasting Licensee, LLC and Multicultural Radio Broadcasting, Inc. (Licensee). As described in detail below, the Licensee is required to respond to this Letter of Inquiry (LOI) within 20 days and to supply the requested information and documents pursuant to the instructions contained herein.

Background

Under section 310(a)-(b) of the Act, alien individuals, foreign corporations, foreign governments, and their representatives are permitted to hold no more than 20 percent ownership or voting interest in a U.S. broadcast licensee and no more than 25 percent ownership or voting interest in the U.S. parent corporation of a broadcast licensee.¹ Additionally, section 310(d) of the Act provides that no station authorization or any rights thereunder, shall be transferred or assigned in any manner, voluntarily or involuntarily, directly or indirectly, except upon application to and approval by the Commission.²

Local Marketing Agreements (LMAs) and similar contractual arrangements³ are permitted under Commission rules and policies, provided that the parties comply with the Commission's standards for licensee control of a broadcast station. Under an LMA, a third party programmer purchases some or most of a station's available airtime and provides the programming broadcast by the station. Stations under an LMA are required to place a copy of the LMA agreement in the station's public inspection file.⁴

In addition, the FARA,⁵ which is administered by the U.S. Department of Justice (DOJ), requires agents to conspicuously label "informational materials" distributed in the United States on behalf of a foreign principal.⁶

Section 317(a)(1) of the Act requires the licensee of a broadcast station to disclose at the time of broadcast if it has received any form of payment or consideration, either directly or indirectly in exchange for the broadcast of programming.⁷ In addition to the payment of monetary or other valuable consideration, section 317(a)(2) of the Act establishes that a sponsorship disclosure may also be required in some circumstances, even if the only "consideration" being offered to the station in exchange for the airing of the material is the programming itself.⁸ The Rules governing sponsor identification announcements are codified in section 73.1212 and include a disclosure requirement, which took effect on March 15, 2022, for programming received from a foreign governmental entity.⁹ Under that rule, if a

¹ See 47 U.S.C. § 310 (a)-(b).

² *Id.* § 310 (d).

³ Stations may characterize programming agreements with third parties in many ways, including as LMAs, time brokerage agreements (TBAs), and joint sales agreements (JSAs). Pursuant to the definition below, all these types of arrangements are considered LMAs for purposes of this LOI.

⁴ 47 CFR § 73.3526 (e)(14).

⁵ Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.* (FARA).

⁶ 22 U.S.C. § 614(b).

⁷ 47 U.S.C. § 317(a)(1).

⁸ *Id.* § 317(a)(2).

⁹ 47 CFR § 73.1212(j). See *Sponsorship Identification Requirements for Foreign Government-Provided Programming*, Report and Order, 36 FCC Rcd. 7702 (2021), *vacated in part*, *National Ass'n of Broad. v. FCC*, 39 F.4th 817 (D.C. Cir. 2022) (vacating portion requiring licensees to check federal databases to verify a sponsor's identity). See also *Media Bureau Announces March 15, 2022 Compliance Date of Sponsorship Identification*

station airs programming pursuant to the lease of time on the station and that has been provided by a foreign governmental entity, the station must disclose that fact at the time of broadcast by including either specific sponsorship language set forth in the rule or a conspicuous statement meeting the requirements of FARA.¹⁰

The Stations' most recent ownership reports state that the Licensee is wholly owned by Arthur and Yvonne Liu, both United States citizens.¹¹ In the Stations' license renewal applications (pending for the New York Stations and granted for the California Stations), Licensee certifies "yes" that: (a) there have been no violations of Commission rules (Rules) or of the Communications Act of 1934, as amended (Act); and (b) it has complied with section 310 of the Act regarding interests of aliens and foreign governments. There are no Foreign Government-Provided Programming Disclosures in the online public inspection files of any of the Stations. For WKDM(AM), but not for others, the online public inspection file includes multiple LMAs (as defined herein) with what appear to be Spanish-language programmers.¹² It is unclear whether WKDM's other programming is provided by LMA and whether any of the other Stations have an ongoing LMA or other agreement involving a foreign government entity. We request the information described below so that we may evaluate whether the Stations are in compliance with the Commission's rules regarding foreign interests in broadcast stations, disclosure of LMA agreements, "labeling requirements" under FARA, and sponsor identification requirements.¹³

Instructions

If the Licensee requests that any information or Documents, as defined herein, responsive to this letter be treated in a confidential manner, it shall submit, along with all responsive information and Documents, a statement in accordance with section 0.459 of the Commission's Rules.¹⁴ Requests for confidential treatment must comply with the requirements of section 0.459, including the standards of specificity mandated by section 0.459(b). Accordingly, "blanket" requests for confidentiality of a large set of documents are unacceptable. Pursuant to section 0.459(c), the Bureau will not consider requests that do not comply with the requirements of section 0.459.

If the Licensee withholds any information or Documents under claim of privilege, it shall submit, together with any claim of privilege, a schedule of the items withheld that states, individually as to each such item, the numbered inquiry to which each item responds and the type, title, specific subject matter, and date of the item; the names, addresses, positions, and organizations of all authors and recipients of the item; and the specific ground(s) for claiming that the item is privileged.

Requirements for Government-Provided Programming on Broadcast Stations, MB Docket No. 20-299, Public Notice (Mar. 15, 2022).

¹⁰ 47 CFR § 73.1212(j) ("The [following/preceding] programming was [sponsored, paid for, or furnished], either in whole or in part, by [name of foreign governmental entity] on behalf of [name of foreign country]").

¹¹ See, e.g., File No. 0000169833 (rec. Nov. 19, 2021).

¹² <https://publicfiles.fcc.gov/am-profile/WKDM/more-public-files/>.

¹³ 47 U.S.C. § 310(b); 22 U.S.C. § 614(b); 47 CFR §§ 73.1212, 73.3526 (e)(14).

¹⁴ 47 CFR § 0.459.

Each requested Document, as defined herein, shall be submitted in its entirety, even if only a portion of that Document is responsive to an inquiry made herein, unless the Document is a recording or transcript, in which case it should be provided only for the period of the broadcast specified in the pertinent inquiry herein. This means that the Document shall not be edited, cut, or expunged, and shall include all appendices, tables, or other attachments, and all other Documents referred to in the Document or attachments. All written materials necessary to understand any Document responsive to these inquiries must also be submitted.

If a Document responsive to any inquiry made herein existed but is no longer available, or if the Licensee is unable for any reason to produce a Document responsive to any inquiry, identify each such Document by author, recipient, date, title, and specific subject matter, and explain fully why the Document is no longer available or why the Licensee is otherwise unable to produce it.

With respect only to Documents responsive to the specific inquiries made herein and any other Documents relevant to those inquiries, the Licensee is directed to retain the originals of those Documents for twelve (12) months from the date of this letter unless the Licensee is directed or informed by the Media Bureau in writing to retain such Documents for some shorter or longer period.

The specific inquiries made herein are continuing in nature. The Licensee is required to produce in the future any and all Documents and information that are responsive to the inquiries made herein but not initially produced at the time, date and place specified herein. In this regard, the Licensee must supplement its responses: (a) if the Licensee learns that, in some material respect, the Documents and information initially disclosed were incomplete or incorrect; or (b) if additional responsive Documents or information are acquired by or become known to the Licensee after the initial production. The requirement to update the record will continue for twelve (12) months from the date of this letter unless the Licensee is directed or informed by the Media Bureau in writing that the Licensee's obligation to update the record will continue for some shorter or longer period.

For each Document or statement submitted in response to the inquiries below, indicate, by number, to which inquiry it is responsive and identify the person(s) from whose files the Document was retrieved. If any Document is not dated, state the date on which it was prepared. If any Document does not identify its author(s) or recipient(s), state, if known, the name(s) of the author(s) or recipient(s). The Licensee must identify with reasonable specificity all Documents provided in response to these inquiries.

Unless otherwise indicated, the period of time covered by these inquiries is three years prior to the date of this letter up to the present.

Definitions

For purposes of this letter, the following definitions apply:

- "Any" shall be construed to include the word "all," and the word "all" shall be construed to include the word "any." Additionally, the word "or" shall be construed to include the word "and," and the word "and" shall be construed to include the word "or." The word "each" shall be construed to include the word "every," and the word "every" shall be construed to include the word "each."
- "Broadcast," when used as noun, shall mean any images or audible sounds or language transmitted or disseminated over a station during a radio broadcast. "Broadcast," when used as a

verb, shall mean the transmission or dissemination of radio communications intended to be received by the public. The verb “broadcast” may be used interchangeably with the verb “air.”

- “China Radio International” and/or “CRI”¹⁵ shall mean China Radio International and any successor or predecessor-in-interest, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business including but not limited to G&E Studio, Inc., China Plus Radio, China Global Television Network (GGTN), and Guoguang Century Media Consultancy, and all trustees, owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.
- “Consideration” shall mean securities, cash, cash equivalents, loans, real property, lease of real property, rent, payments to third parties on behalf of or for the benefit of Licensee, or anything of value from CRI (as defined herein), a foreign government (directly or indirectly), any other Person that receives a majority of its finances from a foreign government, directly or indirectly, or any other Person not listed in the Station’s applications and reports to the Commission as holding an equity interest in Licensee. “Document” shall mean the complete original (or in lieu thereof, exact copies of the original) and any non-identical copy (whether different from the original because of notations on the copy or otherwise), regardless of origin or location, of any taped, recorded, transcribed, written, typed, printed, filmed, punched, computer-stored, or graphic matter of every type and description, however and by whomever prepared, produced, disseminated, or made, including but not limited to any broadcast, radio or television program, advertisement, book, pamphlet, periodical, contract, correspondence, letter, facsimile, e-mail, text message, file, invoice, memorandum, note, report, record, handwritten note, working paper, routing slip, chart, graph, photograph, paper, index, map, tabulation, manual, guide, outline, script, abstract, history, calendar, diary, agenda, minutes, marketing plan, research paper, preliminary drafts, press release, website, social media, or versions of all of the above, and computer material (print-outs, cards, magnetic or electronic tapes, disks and such codes or instructions as will transform such computer materials into easily understandable form). “Document” shall also include the terms of any oral agreement or understanding. If a matter responsive to a request for documents is unwritten, the Licensee should so state, and provide a written narrative of the operative provisions of oral agreement, identifying its date, parties, and terms.
- “FARA” shall mean the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*
- “Foreign Governmental Entity” shall mean an entity included in one of the following categories:
 - 1) the “government of a foreign country” as defined by FARA;
 - 2) A “foreign political party” as defined by FARA;

¹⁵ CRI was designated a foreign mission by the U.S. Department of State in February 2020. Anna Fifield, Carol Morello and Emily Rauhala, *U.S. Designates Major Chinese Media Outlets as Government Entities* (Feb. 18, 2020), https://www.washingtonpost.com/world/asia_pacific/us-designates-5-major-chinese-media-outlets-as-government-entities/2020/02/18/d82b3ece-5210-11ea-80cc-37a8d4266c09_story.html.

3) An individual or entity registered as an “agent of a foreign principal,” under section 611(c) of FARA, whose “foreign principal” is a “government of a foreign country,” a “foreign political party,” or is directly or indirectly operated, supervised, directed, owned, controlled, financed, or subsidized by a “government of a foreign country” or by a “foreign political party” as defined by FARA, and that is acting in its capacity as an agent of such “foreign principal;” or

4) An entity meeting the definition of a “U.S.-based foreign media outlet” pursuant to section 722 of the Act that has filed a report with the Commission or was required to file a report under that provision but failed to submit such a report.

- “Licensee” shall mean Multicultural Radio Broadcasting Licensee, LLC, Multicultural Radio Broadcasting, Inc. and any successor or predecessor-in-interest including but not limited to, affiliate, parent company, wholly or partially owned subsidiary, other affiliated company or business, and all trustees, owners, including but not limited to, partners or principals, and all directors, officers, employees, or agents, including consultants and any other persons working for or on behalf of the foregoing at any time during the period covered by this letter.
- “LMA” shall mean any local marketing agreement, time brokerage agreement, joint sales agreement, citizens agreement or any other agreement within the last 10 years, whether oral or written: (1) authorizing a party (other than a Station employee) to sell advertising time or provide advertising spots for the Station; (2) selling or making available portions of the Station’s broadcast time to any party; (3) providing for a party (other than an employee of the Station) to supply programming to the Station; (4) authorizing a party (other than a Station employee) to be involved in the Station’s programming decisions; and/or (5) any arrangement in which a licensee makes a block of broadcast time on its station available to another party in return for some form of compensation.
- “Person” shall mean any individual, group, company, government, corporation, association, or other entity.
- “Stations” and “Station” shall mean KAZN(AM), Pasadena, CA (Facility ID No. 51426), KMRB(AM), San Gabriel, CA (Facility ID No. 52913), KAHZ(AM), Pomona, CA (Facility ID No. 61814), WKDM(AM), New York, NY (Facility ID No. 71137), and WZRC(AM), New York, NY (Facility ID No. 27398), including any other call sign and community by which they may have been known. It shall also include any broadcast outlet such as an FM translator that retransmits a Station’s programming, in whole or in part.

Inquiries: Documents and Information to be Provided

Programming Agreements

A. Licensee-Produced Programming

1. Does Licensee produce any of the programming on any of the Stations? If so, did Licensee produce the programming pursuant to an agreement with a Foreign Governmental Entity? For all programs produced pursuant to an agreement with a Foreign Governmental Entity provide a complete, unredacted copy of that agreement, explain the relationship between the foreign government and the entity that executed the agreement with Licensee, and provide copies of all Documents in the possession of the Licensee relating to that agreement.

B. Foreign Governmental Entity-Produced Programming

2. Is programming aired on any of the Stations produced or provided by a Foreign Governmental Entity? For all programs produced or provided by a Foreign Governmental Entity, identify the program title, length, and dates of airing and provide copies of all agreements and Documents in the possession of the Licensee relating to that programming.

C. LMAs in the Past 30-Day Period

3. For each of the Stations, state for the period 30 days prior to the date of this LOI whether there was in effect any LMA as defined herein. If so, then for each such agreement: (a) produce a signed and dated copy of the agreement or, if no written agreement exists, a detailed summary of any oral agreements. If any agreement is in a language other than English, provide an English translation; (b) Identify the parties to the agreement; (c) their foreign affiliations, if any; (d) state when the agreement was executed and became effective; and (e) indicate whether the agreement is of the type required to be filed with the Commission pursuant to the Commission's rules. If so, indicate when this agreement was filed with the Commission. If not, explain the basis for determining that such filing was not required.
4. For each of the Stations, provide for the period 30 days prior to the date of this LOI a program schedule with a description, length, and scheduled air times of each of the Station's programs. For any portion of a Station's programming related to any foreign country, United States relations with any foreign country, or offering a non-U.S. perspective or commentary on news and current events, provide a detailed narrative of that programming. Include with respect to such foreign-related programming a detailed explanation as to who supplied the programming to the Licensee as well as who distributed, produced, selected, and/or financed the programming.
5. For all programming aired within 30 days prior to the date of this LOI quantify the weekly broadcast hours leased or provided pursuant to an LMA. Describe whether Licensee has any editorial control over such leased or brokered programming, including, but not limited to any right to refuse or preempt such programming.

D. LMAs in the Past Five-Year Period

6. State whether Licensee has or within the past five years has had any LMA with a Foreign Governmental Entity (as defined herein) concerning any of the Stations' programming. If so, provide a complete copy of each such agreement. If any agreement is oral, its substance should be reduced to writing. If any agreement is in a language other than English, provide an English translation. If an LMA with a Foreign Government Entity has terminated, please provide the date of termination and reasons therefor.
7. Submit complete copies of all LMAs with any Person in effect for any portion of the period beginning five years prior to the date of this LOI to the present for the broadcast of any CRI or other foreign-related programming over the Station (including advertising) or giving such Person the right to be involved in Station programming or programming decisions. If any agreement is oral, its substance should be reduced to writing consistent with the

Commission's rules. If any agreement is in a language other than English, provide an English translation. Indicate whether each LMA was submitted to the Commission pursuant to 47 CFR § 73.3613. Identify the date(s) when the LMA(s) started and ended and the portion of the Station's programming provided pursuant to the LMA.

E. FARA Compliance

8. With respect to any LMA, explain whether any party to the LMA has an obligation, or has been directed by DOJ, to register under FARA and whether it has in fact registered. Also explain whether any entity that provided, or was involved in the production of, the programming that was aired pursuant to the LMA either has an obligation, or has been directed by DOJ, to register under FARA and whether it has in fact registered under FARA. In addition, please indicate whether any programming broadcast on a Station pursuant to any LMA has ever contained a conspicuous statement or label disclosure as required by FARA or any other conspicuous statement or label disclosure even if not required by FARA. If any conspicuous statement or label disclosure exists or existed, please provide a description of its content, whether it was aired, and (if aired) how often such statements or disclosures are made during the programming.
9. Provide a narrative and Documents concerning the ownership and control of any Person with whom Licensee has an LMA or other agreement reported in response to Questions 1, 2, 3, 4, 5, or 6 or that provides programming directly or indirectly to a Person with whom Licensee has an LMA. Include whether such Person or any related Person is registered or has been directed by DOJ to register under FARA, and whether that Person has an American office or presence. Provide the address and name of each identified Person with a U.S. office or presence.

F. Sponsorship ID

10. Has Licensee or any employee or representative of Licensee entered into any oral or written agreements, whether explicit or implicit that provide for or might result in the provision of Consideration in exchange for the Broadcast of any Programming over the Station? If so, provide a copy of any such written agreements, If such agreements exist, but are not written, provide a detailed description of all such agreement, including by identifying the parties thereto, the date such agreement was entered, and all material terms and conditions of any such agreement.
11. If Licensee responded "Yes" to Inquiry 10, identify the specific Programming that was Broadcast in connection with such agreement or Consideration, including the date(s) and time(s) of each such Broadcast on the Station. State the form and nature of Consideration agreed upon, promised, paid, or received, and Identify who provided and who received such Consideration. State specifically whether the source of the Programming is a Foreign Governmental Entity.
12. With respect to the Programming identified in response to Inquiry 11, state whether the Station aired any sponsorship identification announcements in connection with the Programming that (a) indicated that Consideration was paid or promised in exchange for the Broadcast of such Programming (b) identified the Person that paid or promised such Consideration including but not limited to disclosure that the program source is a Foreign

Governmental Entity. If available, provide copies of transcripts and audio recordings of the sponsorship identification announcements. If these are unavailable, provide the substance of the sponsorship identification announcements.

13. If Licensee asserts that sponsorship identifications were not necessary in connection with such Programming identified in response to Inquiry 11, explain fully the basis for such assertions.
14. Describe any steps that Licensee has taken beginning on March 15, 2022 to exercise reasonable diligence using methods that remain in effect after the D.C. Circuit's decision on this matter,¹⁶ to determine whether any Person with whom Licensee has an LMA or other agreement reported in response to Questions 3 or 5, or that provides programming directly or indirectly to a Person with whom Licensee has an LMA is a Foreign Governmental Entity.
15. So that the Bureau can consider sources of recent programming other than those already disclosed in response to Inquiries 1 and 2 addressing international matters, identify for the period from March 15, 2022 to the present all other sources from which Licensee obtains programming concerning matters occurring outside the United States, including whether Licensee obtains such programming through contracts, and the extent to which the arrangement involves Consideration by each source. Submit complete copies of all such written contracts and reduce to writing the terms of all oral agreements.

We direct the Licensee to support its response with an affidavit or declaration under penalty of perjury, signed and dated by an authorized officer of the Licensee with personal knowledge of the representations provided in the Licensee's response, verifying the truth and accuracy of the information therein and that all of the information and/or recordings requested by this letter which are in the Licensee's possession, custody, control or knowledge have been produced. If multiple people contribute to the response, in addition to such general affidavit or declaration of the authorized officer of the Licensee noted above, if such officer (or any other affiant or declarant) is relying on the personal knowledge of any other individual, rather than his or her own knowledge, provide separate affidavits or declarations of each such individual with personal knowledge that identify clearly to which responses the affiant or declarant with such personal knowledge is attesting. All such declarations provided must comply with section 1.16 of the Commission's rules,¹⁷ and be substantially in the form set forth therein. To knowingly and willfully make any false statement or conceal any material fact in reply to this inquiry is punishable by fine or imprisonment.¹⁸ Failure to respond appropriately to this Media Bureau letter of inquiry may constitute a violation of the Act and the Rules.¹⁹

¹⁶ *National Ass'n of Broad. v. FCC*, 39 F.4th 817 (D.C. Cir. 2022).

¹⁷ 47 CFR § 1.16.

¹⁸ See 18 U.S.C. § 1001; see also 47 CFR § 1.17.

¹⁹ See *SBC Communications, Inc.*, Forfeiture Order, 17 FCC Rcd 7589 (2002); *Globcom, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 18 FCC Rcd 19893, n.36 (2003); *World Communications Satellite Systems, Inc.*, Forfeiture Order, 19 FCC Rcd 2718 (Enf. Bur. 2004); *Donald W. Kaminski, Jr.*, Forfeiture Order, 18 FCC Rcd 26065 (Enf. Bur. 2003).

The response shall be organized and indexed according to the number of the specific inquiries. The Licensee shall direct its response to Federal Communications Commission, Office of the Secretary, 45 L Street, N.E., Washington, D.C. 20554, with a courtesy copy by e-mail to the following staff members of the Commission's Media Bureau, Audio Division: Albert Shuldiner, Albert.Shuldiner@fcc.gov; Tom Hutton, Tom.Hutton@fcc.gov; and Irene Bleiweiss, Irene.Bleiweiss@fcc.gov.

We direct Licensee to provide the requested information in writing within **twenty (20) days** of the date of this letter. Licensee is further instructed that the obligation to place a copy of this letter of inquiry in the public files of KAZN(AM), KMRB(AM), KAHZ(AM), WKDM(AM), and WZRC(AM) pursuant to section 73.3526(e)(10) of the Commission's rules,²⁰ is hereby waived.

Sincerely,

Albert Shuldiner

Albert Shuldiner
Chief, Audio Division
Media Bureau

Cc: Via E-mail
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²⁰ 47 CFR § 73.3526(e)(10).