

WILKINSON ) BARKER ) KNAUER ) LLP

1800 M STREET, NW  
SUITE 800 N  
WASHINGTON, DC 20036  
TEL 202.783.4141  
FAX 202.783.5851  
WWW.WBKLaw.COM

June 21, 2019

By ECFS

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW,  
Room-TW-A325  
Washington, DC 20554

Re: *Protective Order for IB Docket No. 19-144; IBFS File No. 325-NEW-20180614-00001*

Dear Ms. Dortch:

GLR Southern California, LLC (“GLR SC”), and its parent company H&H Group USA LLC (“H&H” and together, “Applicants”), by their attorneys, hereby submit the following documents pursuant to the Protective Order in IB Docket No. 19-144.<sup>1</sup> The filing redacts confidential and highly confidential information. Each page of the redacted public filing is stamped “REDACTED – FOR PUBLIC INSPECTION.”<sup>2</sup> Redacted confidential or highly confidential material appears as ■■■, except as otherwise noted.<sup>3</sup> Pursuant to the procedures set forth in the Protective Order, this redacted copy of the filing is being filed electronically through the Commission’s Electronic Comment Filing System.

Should you need additional information with regard to this filing, please contact the undersigned at 202-383-3396.

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<sup>1</sup> See *GLR Southern California, LLC Application for a Section 325(c) Permit to Deliver Programs to Foreign Broadcast Stations for Delivery of Mandarin Chinese Programming to Mexican Station XEWW-AM, Rosarito, Baja California Norte, Mexico*, Protective Order, IB Docket No. 19-144, DA 19-462 (IB rel. May 24, 2019).

<sup>2</sup> Pages consisting wholly of confidential or highly confidential materials have been withheld in full. This filing also includes non-confidential documents which were mistakenly omitted from Applicants’ March 22, 2019 filing, but were submitted as an attachment to Applicants’ Request for Protective Order filed on May 1, 2019.

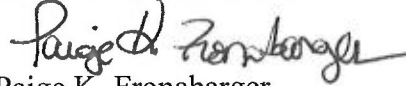
<sup>3</sup> Note that redactions of confidential and highly confidential material from the Procedural Response filed on March 22, 2019 remain redacted as ■■■.

WILKINSON ) BARKER ) KNAUER ) LLP

June 21, 2019

Page 2

Respectfully submitted,



Paige K. Fronabarger

David D. Oxenford

Enclosures

cc: Brandon Moss  
445 12<sup>th</sup> Street, SW  
Room 6-A768  
Washington, D.C. 20554

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

In re )  
 )  
GLR Southern California, LLC )  
 )  
Application for Transfer of Control from GLR )  
Services, Inc. to H&H Group USA, LLC ) File No. 325-NEW-20180614-00001  
 )  
For Delivery of Programming to Mexican Station )  
XEWV-AM, Rosarito, Baja California Norte, )  
Mexico )

**By Hand Delivery**

Office of the Secretary  
Federal Communications Commission  
445 12th Street SW  
Washington, DC 20554

Attn. Tom Sullivan, Chief International Bureau

**RESPONSE TO INFORMATION REQUEST**

**GLR SOUTHERN CALIFORNIA, LLC  
H&H GROUP USA, LLC**

By their attorneys

Paige Fronabarger  
David Oxenford  
Wilkinson Barker Knauer, LLP  
1800 M Street, N.W., Suite 800N  
Washington, D.C. 20036  
[pfronabarger@wbklaw.com](mailto:pfronabarger@wbklaw.com)  
[doxenford@wbklaw.com](mailto:doxenford@wbklaw.com)  
(202) 783-4141

March 22, 2019

cc. Janice Shields  
Brandon Moss

Procedural Response

GLR Southern California, LLC (“GLR SC”) and its parent company H&H Group USA LLC (“H&H” and together with GLR SC, “Applicants”), hereby provide below and in the attached Appendix, narrative responses and responsive Documents (“Response”) to the International Bureau’s (“Bureau”) General Information and Document Request (“Information Request”) dated February 15, 2019 for IBFS File No. 325-NEW-20180614-0000 (“Application”).<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meaning set forth in the Information Request.

Per the instructions in the Information Request, a copy of the Response is being filed in paper via hand delivery pursuant to the Guidelines for Paper Filings and two (2) paper copies of Response are also being filed with the Bureau. Applicants are also submitting a Request for Confidential Treatment pursuant to Sections 0.457 and 0.459 of the Commission’s rules along with a redacted version of the Response and requests that such version not be made publicly available except pursuant to an appropriate Freedom of Information Act request that has been filed and granted, and has not been otherwise challenged. Text in this Response which has been bracketed with [ ] denotes areas where Confidential Information has been redacted in the public version of the Response. This text will appear as [REDACTED] in the public version of the Response. Documents produced in this Response for which the parties are seeking confidential treatment and removed from the public version of the Response are denoted “CONFIDENTIAL – NOT FOR PUBLIC INSPECTION.”

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<sup>1</sup> Documents and Information to be Provided (attachment to Letter from Thomas Sullivan, Chief, International Bureau, Commission, to David Oxenford and Paige Fronabarger, Wilkinson Barker Knauer, LLP, Counsel to GLR Southern California, LLC and H&H Group USA LLC, File No. 325-NEW-20180614-00001. The term “Information Request” shall be deemed to include the matters set forth in the letter from Thomas Sullivan to Paige Fronabarger dated March 14, 2019 (“Extension Order”).



Applicants have tried to limit claims that certain Documents required to be submitted hereunder are privileged under the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. To the extent that any privileged documents may have been inadvertently produced, such production does not constitute waiver of any applicable privilege. Applicants request that any privileged documents inadvertently produced be returned to Applicants as soon as such inadvertent production is discovered by any party, and reserves all rights to seek the return of any such documents.

In preparing this Response, Applicants have employed diligent, good faith efforts to produce responses and Documents relevant to the Information Request and in the format requested by the Bureau in the allotted time. While the Bureau provided Applicants with a four-day extension of time to respond, the Extension Order (i) ignored the fact that the Information Request took ten days to get to Applicants<sup>2</sup>, (ii) denied Applicants the opportunity to ask questions about the requested matters in order ensure our answers are responsive to the questions posed<sup>3</sup>, (iii) denied Applicants an opportunity to discuss limitations on items that would be overly burdensome to produce<sup>4</sup>, (iv) ignored that Applicant is a small business without infinite resources to apply to this Response despite their desire to, and (iv) added new requests and new burdens on the Applicants by requiring translation of an extensive number of documents that

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<sup>2</sup> The size of the data request, the short time in which to comply and the lack of clarification of the broad document requests, have left Applicants with no option than to interpret the Bureau's requests, which we have done to the best of our ability.

<sup>3</sup> Despite statements in the Information Request inviting Applicants to contact the Bureau with any questions, the Extension Order denied Applicants an opportunity to clarify areas where the Information Request was unclear.

<sup>4</sup> The Extension Order rejected Applicants request to discuss ways to "narrow the scope of the questions in the Information Request" even though one interpretation of the documents required to be submitted in response to one particular Information Request would require production of more than 20,000 pages of documents (10,000 original, plus 10,000 English translations).

were not in English.<sup>5</sup> Notwithstanding the heavy burden imposed in the Information Request, Applicants have tried to comply with every request made by the Bureau to the best of our ability. If the Bureau believes additional information was required to be produced and is necessary in order to ensure the Bureau has sufficient information to act on the Application, Applicants are happy to produce those items via supplement. The parties will also supplement the Response in the event we discover new documents or documents that were inadvertently left off after the date of this filing. If the Bureau believes any amendments to the Application are required based on its review of the information provided in this Response, Applicants request that the Bureau afford Applicants the opportunity to do so.

#### Summary Response

The responses below and attached documents amply support the arguments that Applicants have made throughout this proceeding – that the Application complies with the rules, precedent, and guidance the Bureau provided Applicants, and should expeditiously be granted. From the questions asked in the Bureau’s request, it appears that there are concerns with (1) whether the Applicants control the Station and can exercise the licensee oversight required by Commission rules and precedent, and (2) whether the airing of programs produced by Phoenix Radio somehow constitutes a threat to national security or somehow otherwise constitutes a violation of the Commission’s rules. We believe the documents will show that neither of these concerns are real, and neither provide any justification for the denial of the Application.

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<sup>5</sup> While we have made an effort to obtain translations of relevant communications and Documents, certain Documents cannot be machine translated without risking serious error because they belong to 3<sup>rd</sup> parties (for example, the IFT broadcast license, standard vendor agreements with Mexican service providers like the internet and security company) that provide services to the Station). If the Bureau believes that translations of these documents are required, they will be produced by supplement through a human translation process which will take longer than machine translations.

On the control issue, the documents demonstrate that the Applicants' principal, Vivian Huo, initiated and negotiated the transaction terms to acquire GLR SC and the rights associated therewith from the previous holder, on her own. Phoenix Radio was not a party to those negotiations or documents. Other than Phoenix Radio's rights and obligations under the programming agreement and related agent agreement (both provided with this Response), Phoenix Radio has no past, present or future economic interest in Applicants, GLR Services or the Station facilities. Ms. Huo has invested substantial time and financial resources to acquire GLR SC and the ultimate rights to program the Station, and continues to do so in responding to the unfounded objections to the Application and to this very burdensome request for documents.<sup>6</sup>

The acquisition related documents show the Applicants stepped into the shoes of the prior owner and acquired control over the Station's transmission facilities, programming rights and the means by which programming is delivered to the Station consistent with applicable law.<sup>7</sup>

Applicants maintain employees and contractors on site at the Station on a day-to-day basis, who are paid by Applicants and are totally independent of Phoenix Radio. The programming documents require Phoenix Radio to obtain Applicants prior consent for format changes, and allow Applicants to preempt programming supplied by Phoenix Radio at any time that the public interest or rules of the Commission (or of the Mexican government) require. Discussions regarding technical elements of how the Station is set-up also demonstrate that Applicants (not Phoenix Radio) have the ultimate technical means to reject, preempt or supplant Phoenix supplied programming. We believe the documents also show that Ms. Huo has been routinely involved in the selection and approval of programming, and that she maintains active

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<sup>6</sup> The Applicants' substantial legal fees for responding to the pleadings filed against this Application and for responding to this Information Request, are all paid by the Applicants, and not reimbursed by Phoenix Radio.

<sup>7</sup> Applicants originally planned to acquire the assets used to operate the Station, but in early 2018, agreed to switch to an equity purchase of GLR SC instead.

oversight of technical issues related to the Station, and regularly monitors the programming content to ensure that it meets the programming standards that the Applicants have established, and to which Phoenix Radio has agreed. In short, Ms. Huo fully meets the long-standing tests established by Commission precedent for establishing control over Station operations.

The programming arrangement here is in all material respects akin to the relationship between a programmer and a station licensee in a time brokerage agreement or “LMA,” or that between a network affiliate and the network which provides programming to it. In either of these cases, the licensee (here the Applicants) controls the Station, seeks a source of reliable programming that will reach its intended audience and, in many cases, a source of reliable income with which to operate its Station.<sup>8</sup> In relationships of this nature, or anytime a broadcaster airs programming from any syndicated radio source, the broadcaster is not required to control the studios where the programming is produced, and they routinely do not pay the specific employees who produce the programs and sell the advertising that is included in this third-party programming. The licensee is not required to directly control each element of the program production process. Rather, they are required to have ultimate control over what gets broadcast on the station and bear the burden to ensure all third-party programming complies with applicable law, meets the objectives of the licensee, and conforms with the contractual limitations established between the licensee and the programmer.

The Commission and its Media Bureau have reviewed countless programming arrangements that are legally and functionally indistinguishable from the one proposed by the Application. The documents and parties’ course of dealing, as reflected in this Response, reveal

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<sup>8</sup> While in television, most major networks no longer pay compensation directly to their affiliates, in the past, such payments were common. Today, many radio networks provide compensation to affiliates in major markets who clear the network’s commercials, and even some smaller and regional television networks provide similar payments.

that the facts of this situation do not come near to one that crosses any legal line. As recited above, the Applicants and their principal, Vivian Huo, initiated and negotiated the terms for the Seller financed acquisition of GLR SC; worked with her counsel (and counsel for the seller) to prepare, submit, and prosecute the subject Application; and engaged in arms-length negotiations with Phoenix Radio over terms of for the provision of programming. Ms. Huo has also continuously maintained active oversight and control over the Station and the programming it airs. The documents show and Applicants and Phoenix each certify that they are (and have always been) separate, independent companies. Ms. Huo is not a current or former officer, director, employee, or owner of Phoenix and no officer, director, employee, or owner of Phoenix Radio is an officer, director, employee, or owner of Applicants. While many programming agreements in other contexts grant the programmer an option to acquire the Station and credit all or apply a portion of their brokerage payments towards the purchase price, Phoenix Radio does not have either right<sup>9</sup>. In situations where there was far more evidence proffered by contesting parties of control by outside parties of the licensee than has been offered here (in fact, there has been little or no evidence that the Applicants are not in control of the Station offered here), the Commission has not even requested that an applicant produce any documents probing the relationship between these parties.<sup>10</sup>

In addition, Applicants have never intentionally tried to conceal or deceive the Bureau about the fact that programming would be coming from a third party. Prior to entering into the programming arrangement or filing the Application, Applicants sought guidance from Bureau

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<sup>9</sup> [REDACTED]

<sup>10</sup> See, e.g., In re: WLDA(FM), Slocumb, Alabama, et. al., 27 Commission Rcd 13363, (Audio Division, 2012) (where local station owner was contacted about station purchase that he could not make consistent with the radio ownership rules, he located a former employee who acquired the stations and immediately entered into a programming agreement with the local owner's brother – the Division denied petitions to deny without requesting any documents finding that these facts, standing alone, did not raise questions that the Commission needed to investigate).

staff on multiple occasions about the Commission's rules regarding application contents, applicability of U.S. programming standards to the Station, permit assignability, and the like given the limited guidance the rules provide for this particular service. Not only did counsel for Applicants provide a draft of the Application to staff before it was filed (which staff did not comment on), but Applicants informed the Bureau at the beginning of this process via email in November of 2017, that H&H intended to apply for the Section 325(c) permit "to deliver the programming to the foreign radio station and has an agreement with that station" but would be "acting as sort of an intermediary" and "will be receiving the programming from someone else." If the Bureau had concerns with the structure of our arrangement (or believes Phoenix Radio and not Applicants should have applied to hold the permit), we believe staff would have raised it as a concern, either by responding to our direct question on that point or in our conversations prior to filing the Application. The Application was filed based on templates of Commission 308 applications the Bureau already approved and guidance we received from the Commission. The parties did not try to hide Phoenix's role as a content provider. Unlike licensees of U.S. radio broadcast licenses, 325(c) permit holders are not subject to the Commission's foreign ownership limitations. An FCC Form 308 application also does not ask for disclosure of programming sources. Instead, it requests information about (i) the applicant's ownership, (ii) the applicant's relationship with the foreign station (which is XEWW) (but does not ask about the applicant's relationship with other content providers, sponsors or advertisers), and (iii) a description of nature, character and language of programming content (but does not request ownership details about entities providing such content).

Given the wealth of documents Applicants have produced to here demonstrating control by the Applicants, the Commission cannot have an issue with the control of the Station

consistent with existing precedent. Nor can the Commission have concerns that the Applicants lacked candor in describing the programming since (i) the Application text was modeled on prior 325(c) applications, (ii) Applicants disclosed that programming would come from a third party to the Commission, and (iii) Applicants asked for, but did not receive guidance from Bureau staff on their preferred way for handling intermediary programming relationships.<sup>11</sup> Admittedly, Applicants did not mention that the third party was Phoenix Radio, but that was not the result of a nefarious or intentional plan by Applicants or GLR Services. Since (i) the Commission's foreign ownership restrictions do not apply to 325(c) permit holders, (ii) U.S. laws prohibit the Commission from censoring speech solely on the basis of national origin, and (iii) the Commission Form 308 asks about the applicant's ownership, the applicant's relationship with the foreign station (which is XEWW), and for a description of nature, character, and language of programming content proposed (and not the name of any time broker or content provider), Applicants did not believe such information was required or responsive to the application questions. If the Bureau believes the parties should revise the programming description to include Phoenix Radio, we are happy to file an amendment with that information now.

Similarly, the concerns about programming being provided by a company that is the subsidiary of a publically traded company based in Hong Kong are similarly misplaced. First, not a single shred of evidence has been produced to show that the programming (which has been running on the Station for almost 8 months under the STA granted to the Applicants) is anything other than what it purports to be –pre-purchased Chinese music, plus station identifications, news,

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<sup>11</sup> Lack of candor is “concealment, evasion, or other failure to be fully informative, accompanied by intent to deceive.” See *Fox River Broadcasting, Inc.*, Order, 93 Commission 2d 127, 129 (1983). See also *Trinity Broadcasting of Florida, Inc.*, Initial Decision, 10 Commission Rcd 12020, 12063 (1995) (intent to deceive is necessary and essential element of both misrepresentation and lack of candor).

traffic, weather and other lifestyle programming directed to Chinese-speaking residents of the Station's service area. No claims of hidden messages or propaganda have been raised. Second, Phoenix does not believe it is required to register under any foreign-entity registration acts based on the advice of U.S. legal counsel retained by Phoenix to provide a legal opinion as to the applicability of any U.S. foreign-entity registration acts on the company and its business.<sup>12</sup> No agency with authority to enforce these registration requirements has concluded that registration is required for Phoenix, and thus the Commission is not in a position to make its own independent determination of the requirements of a statute that it does not enforce.<sup>13</sup>

Moreover, even had it registered, without a showing that the broadcasts imperil national security or produce other cognizable harm, the Commission is forbidden by Section 325 of the Communications Act and the First Amendment from censoring speech even if transmitted by radio signals. In fact, programming provided by entities directly funded by foreign governments which are required to register under the various registration acts are already airing on broadcast stations throughout the United States – including, as highlighted in this week's Washington Post Magazine, in Washington DC.<sup>14</sup> If programmers who are directly funded by and controlled by foreign governments, including the government of China, can air on U.S. stations, how can the Commission deny the Application involving music and lifestyle programming developed by a

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<sup>12</sup> See *Response of GLR Southern California, LLC to Unauthorized Filings*, IBFS File No. 325-NEW-20180614-00001 at 13-17 (filed Sept. 24, 2018) ("Response to Unauthorized Filings"). Additional information on this point is provided in Response 25.

<sup>13</sup> In fact, even the Commission's 1986 Character Policy Statement states that "while it may be appropriate for the Commission to consider the relationship of the policies underlying other Federal statutes to effectuation of the policies behind the Communications Act, the inclusion of a public interest standard in the Communications Act did not automatically give the Commission "either the authority or the duty to execute numerous other laws." See, 5 Commission Rcd 3252 (11) 5 Commission Rcd 3252 (11)" to "See *Policy Regarding Character Qualifications in Broadcast Licensing, Report, Order, and Policy Statement*, 102 F.C.C.2d 1179, 1207-08 (1986).

<sup>14</sup> See, *This American sells Russia radio airtime. The U.S. says that makes his firm a foreign agent*, Washington Post Magazine, March 11, 2019. See, also, Radio China programming schedule on US stations here: <http://chinaplus.cri.cn/radio/relays-across-america/1448/20171222/68504.html> (last visited, March 16, 2019).



U.S. subsidiary of a publicly traded foreign company that is looking to make money, and is subject to the active oversight and control of a U.S. citizen? Moreover, denying this Application will not have any impact on Phoenix's ability to supply program content for broadcast on other radio stations in the U.S. because under current U.S. law, Phoenix Radio can broker time on a U.S. station or act as a syndicator and run the exact same programming line-up it currently running on the Station on other U.S. radio stations, without Commission approval.<sup>15</sup>

In short, the documents that have been produced demonstrate that this Application can be and should be granted. The Commission and its International Bureau obviously have to review these allegations made and respond to the petitions filed against this Application. We believe that this Response more than adequately demonstrates that the grant of the Application is in the public interest. Nothing that has been raised in any pleading has suggested otherwise. The basis of the objections filed in this case seems to be that this programming is in Chinese, and a for-profit Chinese company has provided it. This is nothing but stereotyping – somehow implying that anything Chinese is bad or that U.S. citizens of Chinese heritage are untrustworthy without any evidence whatsoever that this is the case, and without giving the Commission any justification to deny the Application. Thus, the Application must be granted.

Our response to each item in the Information Request are attached and provided below. For purposes of this Response, references to (i) "Phoenix Radio" refer to Phoenix Radio US, LLC, (ii) "Phoenix" refer to Phoenix Radio and any person or entity affiliated with Phoenix Radio, including any owner, officer, or employee of Phoenix Radio or any entity that controls, is

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<sup>15</sup> Phoenix currently provides its programming on DISH, DIRECTV and the leading cable companies. As a result, more than 100 million U.S. homes have access to Phoenix TV channels. In the Los Angeles area, Spectrum (formerly Charter) has placed Phoenix programming on its basic tier, making it available to all Spectrum subscribers at no additional charge. See, Supplemental Declarations of Xiaoyang Wu provided herewith. *See also, Opposition to Petition to Deny of GLR Southern California, LLC*, IBFS File No. 325-NEW-20180614-00001 at fn. 9 (filed Aug. 29, 2018) ("Opposition to Petition to Deny")

controlled by or is under common control with Phoenix Radio (including any entity listed in the organizational chart and documentation provided in response to Question 26), (iii) “GLR Services” refer to GLR Services, Inc. and any person or entity affiliated with GLR Services, including any owner Prisa Radio, officer, or employee of GLR Services or any entity that controls, is controlled by or is under common control with GLR Services (which includes Prisa Radio). Unless expressly stated otherwise, references to (i) “Applicants” which relate to any period of time from and after June 26, 2018 (“Closing Date”) or (ii) “GLR Services” which relate to any period of time prior to the Closing Date, shall be deemed in both instances to include their respective equity interests in W3 COMM CONCESIONARIA, S.A. de C.V., a Mexican Sociedad Anonima de Capital Variable company (“Concesionaria”) and W3 COMM INMOBILIARIA, S.A. de C.V., a Mexican Sociedad Anonima de Capital Variable (“Inmobiliaria”) and the option rights to acquire the remaining shares in Concesionaria and W3 COMM, S.A. de C.V., a Mexican Sociedad Anonima de Capital Variable company (“W3 Comm”).

*Response 1. Provide a copy of any Programming Arrangement or Arrangements between Applicants and Phoenix.*

See Appendix, Tab 1, which includes (1) the station programming and sales agreement dated April 18, 2018 between H&H and Phoenix Radio; (2) an amendment to the station programming and sales agreement dated June 26, 2018 adding GLR SC as a party as a result of consummation of H&H’s acquisition of GLR SC and GLR SC’s interests in the Station; and (3) the amended and restated station programming and sales agreement dated August 28, 2018 consolidating the original agreement and amendment and clarifying certain rights and responsibilities among the parties. References to the “TBA” used throughout this Response refer to the amended and restated station

programming and sales agreement dated August 28, 2018 unless otherwise noted. Except for the documents noted above and the Agent Letter Agreement referenced in response to Question 5 below, there are no other Programming Arrangements between Applicants on the one hand, and Phoenix.<sup>16</sup>

*Response 2. Provide a copy of any and all contracts, and a description of any oral understandings, between and among H&H, GLR, and Phoenix, including their respective predecessors-in-interest.*

The documents and descriptions provided in response to Questions 1 and 3 represent all contracts or oral understandings, past or present between and among Applicants, on the one hand and GLR Services and/or Phoenix, on the other hand, as well as their respective predecessors-in-interest. To Applicants information and belief (and based on responses made to Applicants by GLR Services and Phoenix in response to Applicant's question on this matter), no contracts or oral agreements (past or present) exist between Phoenix and GLR Services, including their respective predecessors-in-interest.

*Response 3. Provide a complete copy of the purchase agreement whereby H&H acquired the assets of GLR Southern California, LLC and any other Documents that set forth arrangements between GLR Services, Inc. and H&H relating to the purchase of GLR Southern California, LLC.*

See Appendix, Tab 3, which includes the purchase agreement and all associated closing documents executed in connection with the purchase of GLR SC. Applicants

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<sup>16</sup> As disclosed in Applicant's Application, GLR SC has the right to program the Station pursuant to an agreement with Concesionaria, a copy of which was filed with the Commission on November 2, 2006 ("Concesionaria Agreement"). Phoenix Radio is not a party to the Concesionaria Agreement. Except for the TBA and Agent Letter Agreement, Phoenix Radio (and its affiliates) are not a party to any programming arrangement, financial agreement or any other agreements (including oral agreement) with (i) Applicants, Concesionaria or Applicant's affiliates (including any of the Mexican affiliates described in this Response) or (ii) GLR Services and its affiliates.

have also included the letters of intent executed in connection with the transaction between H&H and GLR Services for the Station. As noted above, no agreements (oral or otherwise) exist between Phoenix and GLR Services to acquire assets, equity or programming rights with respect to the Station. Applicants, GLR Services and Phoenix Radio certify to the Commission that the negotiations for the purchase of GLR SC were the result of extensive arm's length negotiations between H&H and GLR Services and did not include Phoenix Radio, its agents, employees, or counsel as a party to those discussions or communications.<sup>17</sup> Applicants have provided background correspondence related to the purchase of GLR SC, but these materials were not binding on the parties. These materials do not include all drafts and preliminary correspondence related to the purchase of GLR SC because doing so is expected to require production of thousands of pages of additional documents and privileged emails (including hundreds of Spanish language communications between Mexican counsel for H&H and GLR Services), none of which are binding on the parties or are expected to introduce any material information about the terms related to the acquisition and financing of GLR SC or the programming for the Station that are not already addressed in our Response and memorialized in the final documents. If requested by the Bureau, Applicants can provide drafts and preliminary correspondence between H&H and GLR Services by supplement; provided, however, doing so will impose a tremendous and unreasonable burden on Applicants to produce and on the Bureau to review. Also see Appendix, Tab 6, which includes

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<sup>17</sup> [REDACTED]

documentation showing the wire transfers made by H&H to acquire GLR SC (as well as related correspondence).

*Response 4. Provide a copy of GLR's programming standards with which Phoenix must comply.*

The programming standards with which Phoenix Radio must comply (called the H&H Programming Standards in the TBA) can be found in Schedule 2.2.2 of the TBA. Section 2.2.2 of the TBA requires Phoenix Radio to comply with the H&H Programming Standards, and with any applicable policies and regulations of the IFT or Commission. Section 1.1 of the TBA grants GLR the right to "preempt" Phoenix Radio's programming, including in situations where (i) H&H Programming Standards are not being followed or as necessary to comply with Mexican or U.S. law or (ii) GLR SC reasonably believes preemption is necessary to serve the public interest and comply with GLR SC or Concesionaria's obligations as a broadcast licensee under Mexican and/or U.S. law, such as, emergency broadcast interruptions, preemptions made to protect national security, or preemptions to broadcast matters of greater local or national importance. Section 1.2 of the TBA also restricts Phoenix Radio's right to broadcast certain types of advertising, sponsorship, infomercial and programming content. See Appendix, Tab 1, which includes the relevant provisions of the TBA. Applicants have also included a copy of the Phoenix studio policy<sup>18</sup> in Appendix, Tab 4.

*Response 5. Provide any Documents that set forth any arrangements relating to the transmission of programming from the Studio to the Station's facilities in Mexico, including any Documents setting forth any arrangements with the GLR agent who accepts programming from Phoenix for transmission to the Station's facilities in Mexico.*

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<sup>18</sup> Note that the Phoenix studio policy was recently updated to include a specific (but redundant) reminder that employees involved in programming must comply with the H&H Programming Standards.

Sections 1.4, 2.1.1., and 2.1.5, and Schedule 1.5 of the TBA explain generally the arrangement for transmission of programming from the Studio to the Station in Mexico. See (i) Appendix, Tab 1, which includes the relevant provisions of the TBA on transmission and (ii) Appendix, Tab 5, which includes the agreement between GLR SC and Phoenix Radio ("Agent Letter Agreement"), which memorializes in writing the parties actions and understandings with respect to appointment of Applicant's agent in Irwindale as contemplated by the TBA.

Set forth below is an explanation from Applicant and Phoenix's technical personnel describing the transmission process:

II [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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19 [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]]

Copies of the invoices/ payments made for the services noted above are provided in Appendix, Tab 5.

*Response 6. Provide a copy of all Documents relating to the acquisition of all equipment used for the transmission of programming from the Studio to the Station's facilities in Mexico, including copies of all invoices, bills, rental/lease agreements, checks written or received, credit card charges, wire transfers or deposits of funds.*

As described in the response to Questions 5 above and 9 below, programming is sent via static IP addresses which are owned by GLR SC. As such, no specific equipment was purchased for this purpose. The equipment (including the computers) used by Phoenix Radio to create the content which Phoenix Radio has the contractual right to have broadcast on the Station is (to Applicant's knowledge, based on inquiries to Phoenix Radio) owned by Phoenix. This equipment was either already owned by Phoenix Radio's affiliate, Phoenix Satellite Television (U.S.) Inc. which creates and distributes Mandarin and Cantonese television programs for broadcast globally (including throughout the United States) or was acquired for the purpose of creating the "U-Radio" content. All other equipment used in connection with the operation of the Station is owned by Applicants and was acquired as part of the purchase of GLR SC documented in Appendix, Tab 3 (including all computers and internet connections which receive the



programming in Mexico and then send the programming to the Station's tower facility for broadcast). No additional equipment was purchased at that time.

See, Appendix, Tab 5 for evidence of payment of the Internet and Skycasters bills and Appendix, Tab 6, which includes documentation of the payments associated with the acquisition of the Station.

*Response 7. Provide any Documents relating to the preparation and filing of the initial Application for a permit to deliver programs to a foreign broadcast station on June 14, 2018 and the revised Application on June 20, 2018.*

Counsel of Applicants and GLR Services worked together to prepare and file the initial Application for a permit to deliver programs to a foreign broadcast station on June 14, 2018 and the revised Application on June 20, 2018. Documents related to the Applications are provided in Appendix, Tab 7. To ensure our response is complete, we have also included information about the initial draft Application H&H's counsel prepared in their own name in December of 2017 when the transaction was structured as an asset acquisition.

Applicants employed good faith efforts to comply with Commission rules in preparing the Application, including reaching out to Commission staff for clarification on questions where the Section 325(c) permit rules were unclear. For example, on November 15, 2017, H&H Counsel Howard Liberman informed Janice Shields via e-mail that "our client [H&H] is planning to apply for the authorization to deliver the programming to the foreign radio station and has an agreement with that station, but our client will be receiving the programming from someone else."

We also believe the e-mail correspondence and other communications provided in response to this question demonstrate that (i) Applicants sought guidance from the Bureau to ensure they were completing the Application correctly because the Commission rules and precedence with respect to 325(c) permits did not clearly address the facts of this Application, (ii) Applicants informed the Bureau in writing that programming would be supplied by a third party and asked the Commission to advise if this raised any concerns, and (iii) other than communications from H&H to Phoenix confirming the accuracy of H&H's description of the proposed programming and general status updates, the June 14, 2018 and June 20, 2018 Applications were prepared by counsel to GLR Services and H&H without input from Phoenix Radio. As the correspondence illustrates, Applicants originally thought Phoenix should obtain the permit, but after working through the control issues, came to believe that Applicants were the real party in interest given the fact that they have ultimate control over the programming put on the Station.

*Response 8. Provide any Documents relating to the control of the Studio's operations since July 25, 2018. State whether Applicants have communicated with Phoenix regarding management or operation of the Studio, and if so, state the date and describe the nature of each such communication.*

Applicants maintain active and on-going oversight of the operations at the Irwindale and Mexican studios. Ms. Huo regularly communicates with Phoenix Radio employees about the programming running on the Station and she and the Station's Mexican employees regularly communicate with Phoenix personnel about technical

issues impacting the Station's broadcast signal. See Appendix, Tab 16, which includes the evidence of such communications.

These communications, coupled with GLR SC's rights, through its ownership of the Mexican station assets and the primary programming agreement with Concesionaria (which requires them to pay all Station related expenses), demonstrate that Applicants have legal and operational control of the studio in Mexico and well as the transmission point from which programming originates in the United States. This is consistent with long-standing Commission precedent that a licensee may delegate day-to-day operations without surrendering de facto control, so long as the licensee continues to set the policies governing station programming, personnel, and finances. See, e.g., *WGPR, Inc.*, 10 Commission Rcd 8140, 8142 (1995); *Choctaw Broadcasting Corp.*, 12 Commission Rcd 8534, 8539 (1997); *Southwest Texas Broadcasting Council*, 85 Commission 2d 713, 715 (1981).

As described in the introduction to this Response and in Question 16, Applicants, like other Commission licensees who obtain programming from a network or syndicated radio source, do not need and need not control all of the content production elements or physical locations where such content is produced in order to be deemed in control of a Station for Commission purposes. Applicants do not and are not required to hire, pay or oversee the specific employees hired by a content provider to produce programs or sell the advertising that is included in third-party programming. Instead, Applicants must have ultimate control over (i) the transmission functions required for broadcasting on the Station and (ii) what gets broadcast on the Station. Applicants also bear the burden to

ensure all third-party programming complies with applicable law. All of these facts are present in this case.

And while Applicants have a contractual right via the TBA to use space at the Los Angeles studio and have appointed an agent to facilitate transmission of the Phoenix programming to the Station at that location, Commission rules no longer require that a broadcast licensee maintain a studio. The Commission rule requiring that owners of U.S. radio and television stations maintain a main studio in or near their community of license was eliminated in 2017.<sup>20</sup> And since the Commission made clear in *Fox Television*, that stations applying for permission to export programming under Section 325 cannot be treated differently than the treatment of Applications for a station license in the United States under provisions of the North American Free Trade Agreement (“NAFTA”), elimination of the main studio rule should be applied to this Application.<sup>21</sup> The Fox case precludes the Commission from imposing a local main studio requirement on GLR SC since such a requirement is no longer applicable to U.S. radio stations.

*Response 9. What action does GLR take to transmit programming to XEWW-AM?*

[REDACTED]

<sup>20</sup> Commission Chairman Pai acknowledged in his statements supporting the Commission’s action to eliminate the main studio rule, that the main studio rule had become outdated because in the digital age, the community has access and can engage with stations via social media or email without having a physical studio nearby.

<sup>21</sup> *Fox Television Stations*, 11 Commission Rcd at 14878 ¶¶ 24-25 (1996).

[REDACTED]

These actions are also consistent with the Applicants contractual obligations under the TBA. Sections 1.4 and 2.1.5 of the TBA, require GLR SC to be responsible for delivering the programming from the United States to the Mexican studio and from the Mexican studio to the Station's transmitter. See Appendix, Tab 1, for the relevant portions of the TBA.

*Response 10. What policies do H&H and GLR have in place regarding the timing and frequency of review of Phoenix's programming?*

Prior to entering into the TBA with Phoenix, Ms. Huo conducted due diligence regarding the type of programming Phoenix Radio was contemplating developing for its internet radio steaming business in the United States. She reviewed the proposed U-Radio program format and approved of U-Radio's planned format consisting of mostly music from a pre-purchased music catalog , as well as entertainment, shows pulled from the global Phoenix channel and other original, local content designed to be responsive to

the needs and interests of Chinese and Mandarin speaking residents living in the Los Angeles metro area. These concepts were incorporated into the TBA as well as other provisions designed to ensure Phoenix Radio's content would comply with applicable Mexican and U.S. law.

The TBA imposes significant restrictions on the content Phoenix Radio may supply for broadcast on the Station. It also provides Applicants with multiple contractual remedies to cure any breaches of these provisions. To ensure that Phoenix Radio is complying with the H&H Programming Standards and the TBA, Ms. Huo provides extensive and ongoing personal oversight of the programming content on the Station.

Ms. Huo regularly listens to the Station, often as much as 30 hours a week, as do the Station's employees, her friends and family members. Since entering the TBA, Phoenix staff have regularly informed Ms. Huo about programming content, and Ms. Huo often communicates with Phoenix staff to suggest additional programs and promotions which would appeal to the local audiences. These contacts allow Ms. Huo to regularly discuss programming to ensure it is serving the public interest as required by applicable law and to inquire if any programming complaints have been received. Other than the objections Chinese Sound and Heritage have filed with the Commission (which seem to be commercially driven despite Chinese Sound being a non-profit station), no complaints have been received.<sup>22</sup>

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<sup>22</sup> Chinese Sound and Heritage ("Chinese Sound") has spent significant resources to oppose this Application. Given, the nature and extent of their pleading comments which seem to be drafted to influence the Commission and others about Chinese policies, Applicants question whether Chinese Sound continues to meet the eligibility criteria for noncommercial educational broadcasters and urge the Commission to inquire into the funding and operations of Chinese Sound to ensure they are in fact an eligible licensee.

As noted above, a large portion of the programming consists of which comes from a catalog to which Phoenix has purchased. As noted above, Ms. Huo familiarized herself with the music catalog prior to entering the TBA with Phoenix, which makes ongoing review redundant. Nevertheless, Ms. Huo provides ongoing oversight to ensure that the programming of the Station complies with the H&H Programming Standards and serves the public interest as required by applicable law.

Schedule 2.2.2 of the TBA specifies that Phoenix Radio must comply with the H&H programming standards, which Ms. Huo personally reviewed and helped establish. The programming standards specify that Phoenix Radio shall not change the Programming in a manner that materially differs from the Programming description in the Commission permit without prior written consent of Applicants. The TBA prohibits Phoenix Radio from making changes to Programming format until Applicants have filed any necessary amendment and obtained approval from the Commission, IFT, or other Mexican authority required to implement such change. Schedule 2.2.2 of the TBA requires Phoenix Radio to work with Applicants in good faith to ensure compliance with the H&H programming standards. Relevant provisions from the TBA are located in Appendix, Tab 1.

*Response 11. Do H&H and GLR have the right to alter or make changes to the programming? If so please explain.*

Yes, as described in response to Question 4, Applicants possess the right to alter and make changes to the Programming. Under Sections 2.2.2 and 2.2.3 and Schedule 2.2.2 of the TBA, Applicants may preempt the programming of Phoenix under certain circumstances. For example, Applicants may preempt Phoenix's programming in

situations where Applicants determine that Phoenix's programming does not meet the H&H programming standards. Applicants can also preempt Phoenix's programming decisions if Applicants reasonably believe it is necessary to serve the public interest and comply with obligations under applicable Mexican or U.S. law or GLR SC or Concesionaria's obligations as a broadcast licensee. For example, GLR SC may preempt Phoenix programming for emergency broadcast interruptions, protect national security or to broadcast matters of greater local or national importance.

Applicants also have the contractual right to preempt Phoenix programming to conduct necessary maintenance. In the event that Applicants desire to exert its preemption rights, engineers and other personnel under Applicants direction can disconnect the Phoenix audio feed and substitute non-Phoenix audio programming to the transmitter. Applicants have ensured appropriate substitute content is available for broadcast should that become necessary.

Applicants also control programming transmissions through their contractual authority over the Agent, as further described in response to Questions 17 and 19 below.

In essence, Applicants have retained significant functional and contractual authority to change programming of the Station where necessary. Relevant provisions from the TBA are located in Appendix, Tab 1.

*Response 12. Do H&H and GLR have the right to direct Phoenix to provide programming covering certain content or programming in a certain format? If so, please explain?*

Applicants have retained rights to ultimate control over the content Phoenix Radio broadcast on the Station, including the right run their own programming on the Station in certain circumstances. As described in response to Questions 4 and 11, GLR SC has the



contractual right to certain “Preemptions” which allow it to direct the programming of the Station in certain situations, particularly when necessary to comply with applicable U.S. or Mexican laws. These preemptions allow GLR SC to direct the programming content under certain circumstances, such as where programming provided by Phoenix does not comply with the H&H programming standards.

Applicant approved the general content proposed for the Station before entering into the TBA. Additionally, Schedule 2.2.2 of the TBA states that Phoenix shall not change the Programming in a manner which materially differs from the Programming description in the Commission Permit without GLR SC’s prior written consent, which shall not be unreasonably withheld. The TBA also prohibits Phoenix from making any changes to the Programming which require GLR SC’s consent until GLR SC has filed any necessary amendment and obtained any required approval from the Commission, IFT, or other Mexican authority. Applicants actively monitor the programming supplied by Phoenix to ensure compliance with these standards. If Phoenix breaches the TBA, including by violating the H&H Programming Standards, Applicants have retained contractual remedies under the TBA. These remedies include the right to seek specific performance to enforce the TBA terms or the right to terminate the TBA. In sum, Applicants maintain ultimate control of the content. Relevant provisions from the TBA are located in Appendix, Tab 1.

*Response 13. How are Phoenix’s employees who assemble the programming made aware of GLR’s programming standards or changes thereto?*

As discussed in response to Question 4, the H&H programming standards are included in the TBA between Applicants and Phoenix. Pursuant to Schedule 2.2.2 of the

TBA, Phoenix and Applicants will work together in good faith to ensure compliance with the H&H Programming standards.

Because the H&H Programming Standards are included as a schedule to the TBA, updates to the H&H Programming Standards require the amendment of the TBA. As such, Phoenix will become aware of any changes to the H&H Programming Standards when presented with the proposed amendment. Additionally, H&H requires Phoenix to ensure that Phoenix personnel involved in Station programming are provided with a copy of the H&H Programming Standards and Ms. Huo has confirmed that Phoenix is complying with this requirement.

In addition, Phoenix posts a copy of its own studio policies (which contain many of the same restrictions) at its California location. These standards make it clear that in addition to the Phoenix Radio requirements (also designed to comply with law) Phoenix employees must comply with the H&H Programming Standards. A copy of the studio policy can be found in Appendix, Tab 4. Relevant provisions from the TBA with the H&H Programming Standards and other provisions cited in this response are located in Appendix, Tab 1.

*Response 14. Is Phoenix the only programming provider contracted by Applicants? a. If so, do the Applicants currently plan to contract with additional programming providers? b. If Phoenix is not the only programming provider contracted by the Applicants, identify the other programming providers and provide copies of any and all agreements with such programming providers.*

Phoenix is the only programming provider currently under contract with Applicants. As noted in previous filings, Ms. Huo considered multiple options for

programming in New York and Los Angeles before deciding on the deal with Phoenix. Ms. Huo continues to receive offers from other foreign language programmers interested in broadcasting on the Station. Ms. Huo has not considered them because she is solely interested in provided high quality Chinese content and has no interest or intention to use any programming provider other than Phoenix at this time. Copies of background ad rate sheets and station sales data Ms. Huo reviewed as part of her due diligence to decide whether to provide her own programming on the Station or to contract with Phoenix Radio or other third parties is provided in Appendix, Tab 14.

While programming produced by other 3<sup>rd</sup> parties has appeared on the Station, including programming produced by such reputable entities as the BBC, NPR, and the Associated Press, this programming is contracted by Phoenix, not H&H or GLR SC. Section 2.2.1 of the TBA gives Phoenix the contractual right to obtain programming from third party sources. However, any third party programming that Phoenix acquires and broadcasts is still subject to the same terms of the TBA that apply to Phoenix-produced programming, including the H&H Programming Standards.

The only additional programming that has appeared on the Station is audio for political programming required by the government of Mexico. This programming is provided by the Mexican federal government, Mexican political parties, and the National Electoral Institute of Mexico and is sent by the Station's employees to Phoenix via email for inclusion in the broadcast log. Because this programming is required under Mexican law, there is no programming contract with H&H or GLR and the Station is not compensated for this time. Relevant provisions from the TBA can be found in Appendix, Tab 1.

*Response 15. What policies do H&H or GLR have in place regarding (a) the maintenance of existing transmission equipment used to transmit the Station signal to the U.S. and transmission equipment used to transmit programming from the Studio to the Station, and (b) the purchase of additional transmission equipment?*

Representations about the transmission facilities H&H acquired from GLR Services related to the Mexican operations are described in the Purchase Agreement. Obligations related to the maintenance of transmission equipment and the purchase of additional equipment for the Station are described in the TBA and the underlying programming agreement on file with the Commission. Section 2.1.1 of the TBA specifies Applicant's responsibility for maintenance of the Station and transmission equipment and Section 2.1.2 specifies that Applicants shall retain a qualified engineer responsible for maintaining the transmission and other technical facilities of Station and ensuring compliance with IFT technical, operating, and reporting requirements. Applicants have retained multiple engineers and one head engineer to oversee daily operations in Mexico.

Applicants are also responsible for maintaining the public internet connection to receive program from Phoenix, and the backup satellite internet from Skycasters. No additional transmission equipment was purchased by Applicants beyond what was included in the purchase agreement and since programming is sent via private link over the public internet, none are required. Notwithstanding the foregoing, Section 1.4 and Schedule 1.5 of the TBA grants Phoenix the right to acquire and install (at its own cost) any additional equipment needed for the Station to receive Phoenix programming. No such equipment is required or has been acquired. Relevant provisions from the TBA are

located in Appendix, Tab 1. See also, Appendix, Tab 16, which includes the evidence of communications between Ms. Huo and Phoenix.

*Response 16. State whether Phoenix personnel have ever communicated with Station, GLR, or H&H personnel about transmission equipment owned by GLR/H&H or other aspects of Station operations, and if so, state the date and describe the nature of the communications.*

Ms. Huo is actively involved in the day to day management of the Station and communicates with Station personnel and Phoenix Radio personnel on a regular basis. Ms. Huo frequently communicates with Victor Cheng of Phoenix via phone, email, and WeChat. These communications entail discussion of programming (already aired and prospective), signal issues, advertising, and a variety of other topics customary where airtime of a station is leased to a third party for broadcast on a radio station subject to the licensee's ultimate control. Victor Cheng also provided Applicants with online listen resources which enable Ms. Huo to monitor the content of programs through Simple Radio, TuneIn and YouTube every day. Since the commencement of operations, Ms. Huo has consistently overseen and monitored the content supplied by Phoenix. Copies of WeChat logs and other documentation related to such activities between Phoenix Radio and Ms. Huo are provided in Appendix, Tab 16.

As noted in response to Question 18 below, Station staff, including the Station's chief engineer are employees and contractors of Concessionaria and are paid by and subject to the direction of Applicants (and not Phoenix). Station personnel have communicated with Ms. Huo and Phoenix Radio regarding various technical issues for the Station, including coverage of Station during nighttime operation, difficulties in picking up the signal inside homes, audio interruptions due to internet connection

failures, and an echoing problem experience in late 2018. While personnel at the Station communicate with Phoenix Radio on issues related to transmission of the Station's signal, the Station employees are ultimately responsible for the transmission of programming on the Station.

*Response 17. By whom is the H&H-appointed agent responsible for transmitting the programming to XEWW-AM recruited, hired, employed, supervised, and directed? a. If there is more than one agent, state how many there are and by whom each agent is recruited, hired, employed, supervised, and directed.*

Pursuant to the TBA, H&H has the contractual right to have an employee or appoint an Agent to work in the Phoenix Studio. H&H has chosen to appoint an Agent and has selected an employee of Phoenix for this role. The Agent is responsible for facilitating the delivery of programming to the Station, and is subject to the ultimate control of H&H with respect to that programming. The Agent is also responsible for contacting Ms. Huo whenever there is a signal or transmitting issue. The scope of the Agent's responsibilities can be found in the Agent Letter Agreement. While Applicants do not believe the Agent Letter Agreement is required, it is yet another layer of protection that Applicants have put in place to ensure Applicants are in control of the Station. H&H has the contractual right to terminate the Agent and appoint a new Agent at any time. See Appendix, Tab 1 for relevant portions of the TBA and See Appendix, Tab 5 for the Agent Letter Agreement.

*Response 18. Identify all employees of Applicants, including any employees that are provided to Applicants by Phoenix or another entity through a lease or arrangement. a. For the period from July 25, 2018 to the present, for each employee, state where the employee works, describe the*

*employee's duties, and identify any third party that provides the employee to an Applicant. b. Provide all contracts relating thereto, including Documents containing the terms of or discussing or describing the operation of any employee lease or other arrangement by which a third party provides an employee to an Applicant. c. For each employee identified in subpart (a), state whether the employee works for or has any contractual relationship with Phoenix.*

Ms. Huo is the only employee of H&H.

All personnel working in the Station under H&H and GLR SC in Mexico are employees of Concesionaria, S.A. de C.V. under a contract through which GLR SC pays Concesionaria each month for the salaries of the employees. No employees of H&H or GLR SC, or Concesionaria were provided by Phoenix and no employees have any financial or contractual relationship to Phoenix. Appendix, Tab 18 includes a detailed list of employees and contractors work for Applicants at the Station in Mexico, employee duties, and monthly costs associated.<sup>23</sup>

As previously noted, except for the Agent appointed to assist Applicants under the Agent Agreement, no Phoenix employee is employed by or leased to Applicants.

Similarly, no Station employees or contractors work for Phoenix.

*Response 19. Are H&H and GLR involved in the recruiting, hiring, supervision, management, promotion, or termination of any personnel at the Studio? If so, please explain.*

The H&H appointed Agent at the Phoenix studio is the only individual at the Los Angeles studio for whom Applicants can be said to have any responsibility. However,

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<sup>23</sup> Applicants also contract with a company to provide security services at the Station. Security guards provided by the security company protect and keep order on the Station premises and report any anomalies. The security guards are not employees of Applicants and Applicants do not have a list of all guards provided by the security company. Applicants can ask the security company for such a list if the Bureau believes it is necessary. The contract with the security company can be found in Appendix, Tab 18.

the Agent is not an employee of Applicants and merely an employee of Phoenix appointed by H&H to ensure transmission of programming from Irwindale to Rosarito. While Applicants have authority to supervise the Agent in his capacity as the Agent, Applicants have no authority over the recruitment, hiring, supervision, management, promotion, or termination of that individual in his capacity as an employee of Phoenix. See Section 2.1.5 of the TBA, which discusses the appointment of the Agent in Appendix, Tab 1, which includes the relevant portions of the TBA.

With respect to the Mexican studio, Applicants have the right and obligations to select, hire, supervise and terminate employees at the Mexican studio. Since Applicants acquired the Station via an equity transaction, Applicant's employees are the same personnel employed by GLR Services prior to closing of the sale. There have been no changes in staff at the Mexican studio since the sale of the Station to H&H. All employees at the Station are employed by Applicants, not Phoenix.

*Response 20. Describe with specificity the extent to which Phoenix, including any agent of Phoenix, participates or has participated in the hiring, supervision, promotion, or termination of Station, GLR, or H&H employees, including recruitment, processing of employment Applications, interviews of prospective employees, recommending candidates to GLR or H&H, extending offers to prospective employees, training employees, reviewing employee performance, and signing payroll checks or otherwise authorizing payroll disbursements.*

Please see Applicants response to Question 19 above. Phoenix has no role in the hiring, supervision, promotion, or termination of any employees at the Station, GLR SC, or H&H. All employees in the Mexican studio and the Station are employed by Applicants through GLR SC and W3 Concesionaria, and are the same employees who



worked for Prisa Radio under the prior ownership of the Station and studio. There have been no changes made to the staff in the Mexican operations since H&H completed its purchase

Phoenix is solely responsible for hiring, supervision, promotion, and termination of its employees who create content for the Station, as well as the H&H appointed Agent, who is a Phoenix employee. As discussed in response to Questions 17 and 19, the H&H appointed Agent serves a limited role of ensuring Applicants not only control the Mexican side of the transmissions (which port into the U.S. and pull content down), but they have legal authority to act on their instructions in Los Angeles. See Appendix, Tab 1, for the relevant sections of the TBA.

*Response 21. Identify all sources and amounts of financing, including any equity or debt financing obtained in connection with any purchase, for the purchase of GLR, the purchase of assets, if any, used to deliver programming from the Studio to the Station's facilities in Mexico, and the purchase of assets, if any, used to operate the Station following the purchase of GLR by H&H.*

Under the terms of the purchase agreement, GLR SC was acquired using a combination of Ms. Huo's personal funds, H&H funds [REDACTED] [REDACTED] and seller financing. Additional details about the financial terms for the purchase of the Station are provided in Appendix, Tab 3 and Appendix, Tab 6, which includes documentation evidencing payments related to the acquisition of the Station..

*Response 22. State who establishes the operating budget for the Station and GLR, including the programming budget. a. State whether any person identified in response to this question receives*

*any direction or input from persons or entities other than Applicants, and if the answer is yes, identify such persons or entities providing direction or input and provide all Documents relating thereto.*

Ms. Huo alone establishes the operating budget for Applicants and the Station. Ms. Huo receives no direction or input from Phoenix or other persons or entities in this regard.

As specified in Schedule 1.5 to the TBA, H&H is responsible for the Station's operating costs, including costs associated with the tower and transmission facilities at the Station, salaries and benefits of Station personnel, and other costs associated with the operation of the Station. The only situation where Phoenix may be responsible costs at the Station is where Phoenix requests the installation of additional equipment for the receipt of programming at the Station. In such circumstances Phoenix would be responsible for the costs associated with the purchase and installation of that equipment. No such requests have been made by Phoenix as of the date of this response.

Based on inquiries made to Phoenix Radio, Phoenix Radio establishes the programming budget for the content that it delivers to Applicants pursuant to the TBA. Ms. Huo, H&H, and GLR SC have no role in the establishing the programming budget for Phoenix for the programming that it delivers pursuant to the TBA . As specified in Schedule 1.5 of the TBA, Phoenix is solely responsible for all programming, marketing, and broadcast production expenses to produce and procure programming, including any music rights payments. Applicants have contracted with Phoenix Radio to deliver specific amounts of programming that Applicants, in turn, air on the Station. Applicants are not involved in the costs to Phoenix Radio to develop and produce programming for

delivery under the TBA. The Applicants only require that the content delivered complies with H&H's programming standards which were created to ensure compliance with applicable law as well as ensuring that programming is responsive to the needs of the community the Station serves. See Appendix, Tab 1, for relevant provisions from the TBA.

*Response 23. Identify and quantify all sources of income to the Station and GLR.*

Applicants are required to pay for all salaries, capital costs and operational expenses incurred in connection with the operation of the Station in Mexico pursuant to the terms of the primary programming agreement with the Station which is on file with the Commission. See Appendix, Tab 5 and Appendix, Tab 18 for evidence of payment of such costs and expenses by H&H. These payments are the sole source of income for the Station.

H&H and GLR SC are entitled to receive a programming fee and certain expense reimbursements from Phoenix Radio as set forth in the TBA. Other than these amounts, Applicants do not receive income from any other source. See Appendix, Tab 1, to review Sections 1.5, 2.1.5, and 3.1 and Schedule 1.5 from the TBA.

GLR Services no longer has any ownership interest in GLR SC or the Station. Other than debt service payments that H&H pays GLR Services under the seller financing documentation executed in connection with the purchase agreement, Applicants are not aware of any other sources of income to GLR Services. Based on inquiries made to GLR Services and Phoenix, GLR Services does not (and has not) received any income from Phoenix related to the Station.

*Response 24. Has any person or entity paid or promised to pay Consideration in exchange for airing or granting such entity the right to air any programming on XEWW-AM now or in the future? a. If so, describe the circumstances in detail, and provide the form, nature, and value of the Consideration paid or promised to be paid, specifying the date(s) on which it was paid and the retail value on such date(s). b. Provide all Documents including but not limited to the contracts, agreements, or arrangements described in your response to Inquiry 24a that relate to the broadcast or future broadcast of programming on XEWW-AM in exchange for Consideration. If such agreements are oral, provide a full summary of such oral agreements, including identifying the parties thereto, the date of such agreement, and all material terms and conditions of any such agreement. c. State whether any person or entity has disclosed to the Applicants that the entity received Consideration for programming provided to Applicants. d. If any person or entity made such a disclosure, provide a summary of any oral disclosure and a copy of any Document containing or relating to such disclosure; identify the person(s) who tendered the disclosure to Applicants and the date(s) on which such person(s) did so. e. Have the Applicants inquired of any supplier of programming as to whether that supplier has received Consideration from any third party with respect to the broadcast of such programming? If so, describe the terms and conditions relating thereto and provide any Documents received by Applicants relating to such matter. f. State whether the Station or XEWW-AM have broadcast any sponsorship identification announcements since July 2018 relating to its programming or programming subject to a disclosure set forth in the response to Inquiry 24c-e, and, if so, specify the date(s) and time(s) that each announcement was broadcast. If the Applicants assert that sponsorship identifications were not required in connection with programming aired in exchange for Consideration, explain fully the basis for such assertions.*



maintained in Chinese and English, and there is simply no way to provide the Bureau with accurate translations detailing every ad spot run during an 8 month period. While we have obtained this information, we do not believe this information is relevant to review of our Application since advertising information is not required by the Application and we are not aware of any instance where the Commission has required any licensee, programmer or 325(c) applicant to provide granular details about every ad spot run during an 8 month period before granting or renewing a broadcast license or 325(c) permit.

*Response 25. Describe any relationship that GLR, H&H, Phoenix, or any of their owners, principals, or agents have with any foreign government, whether any of the foregoing is a representative of a foreign government, and if not, state the basis for your conclusion. Address the applicability of Article 11 of China's 2015 National Security Law and Article 7 of its 2017 National Intelligence Law to each of the foregoing and explain how any such Application relates to the question whether any of them is a representative of a foreign government.*

As discussed extensively in previous filings<sup>24</sup> there is no relationship between H&H, GLR SC (and their respective owners, officers or employees) and any foreign government. GLR SC and H&H are U.S based limited liability companies. H&H owns 100% of the membership interests in GLR SC. H&H in turn is owned by two investors. Vivian Huo owns 97% of the membership interests H&H and Julian Sant, a U.S. citizen owns 3% of the membership interests in H&H. While Ms. Huo was born in China, she is a naturalized U.S. citizen who resides in the United States with her husband and children, all of whom are natural born U.S. citizens. Ms. Huo is not, and has never been, a

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<sup>24</sup> Opposition to Petition to Deny at 4-9 & Exhibit 1; Response to Unauthorized Filings at 7-11 & Exhibit B.

representative of the Chinese government and has no relationship with the Chinese government. No evidence has been presented to the contrary.

Instead, she is a minority female businesswoman with a corporate finance background who looks for investment opportunities in the United States in real estate and other industries. One of her primary reasons for wanting to pursue this transaction is that it coupled her knowledge about real estate (the total size of the land upon which the studio and tower site sit measured in acres is approximately 77 acres) and her desire to get into broadcasting.

Phoenix Satellite Television Holdings Co., Ltd., (its new name is Phoenix Media Investment Holdings Ltd.) is a publicly traded company in Hong Kong. The company's year book explains everything, including its shareholders, its board of directors, its subsidiaries, and its business activities. The company was launched in 1996 when Today's Asia (Mr. Liu Changle's company) and StarTV (Mr. Rupert Murdoch's wholly owned Hong Kong subsidiary) reached agreement to form a joint venture. Phoenix Satellite Television Co., Ltd. was formed in 1996 and its first television channel, Phoenix Satellite Television Chinese Channel started broadcasting on March 31, 1996. The share structure at that time was 50/50. Later, a new shareholder, China Wise (an advertising sales company in Hong Kong commissioned by CCTV) became the third shareholder and the structure became 45/45/10. Later, China Wise was transferred to Bank of China. And in 2000, the company went public through IPO in the Hong Kong Stock Exchange. After that, all the changes to the company shareholder structure became public information and can easily be searched for and acquired. Mr. Liu's company, Today's Asia, remains the majority shareholder.

Phoenix Satellite Television (U.S.) Inc. was incorporated in 2000 and began its Chinese television service via major satellite and cable television platforms in North America. It is a wholly owned subsidiary of Phoenix Satellite Television Co., Ltd., now Phoenix Media Investment Co., Ltd. Information on the company can be found on the internet.<sup>25</sup> It is now the largest Chinese language television service provider in the U.S. and Canada, and broadcasts three channels 24/7 and has more than 200,000 subscribers on all major cable and satellite networks.

As set forth in previous filings made in this proceeding, Phoenix Radio obtained an opinion of counsel that Phoenix is not a representative of a foreign government as that has been defined by relevant statutes and has not received a request or demand to register from the U.S. government.<sup>26</sup> To the best of the Applicants' knowledge, that determination has not been challenged by any government agency with jurisdiction over the administration of these statutes. See the Supplemental Declaration of Xiaoyang Wu.

Regarding the foreign laws referenced in this question, the Applicants and its counsel are not experts in Chinese law, and cannot provide (nor should they be required to provide) an opinion on the applicability of Chinese law to non- Chinese citizens. Moreover, Applicants do not believe that the activities the parties are engaged in raise any national security concerns. Neither Applicants nor Phoenix own or are seeking to acquire U.S. radio spectrum. The Mexican operations and equipment required to transmit the Station's signal are controlled by Applicants who are U.S. companies with owners

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<sup>25</sup> See *Phoenix Satellite Television (U.S.) Inc.*, <http://ifengus.com/?q=content/english> (last visited March 22, 2019)

<sup>26</sup> [REDACTED]



who are U.S. citizens. Phoenix has produced TV content to broadcast in the U.S. from its U.S. studio for years without having to obtain Commission approval.

The Application relates to the broadcast of radio programming designed to entertain and provide lifestyle information to the Chinese-speaking residents of the Station's service area. If this kind of programming was somehow troublesome, the logical extension would be that no Chinese citizen could ever appear on a U.S. broadcast station or otherwise provide programming to a U.S. stations, which is clearly a position that has never been taken by the Commission. Moreover, Applicants monitor the programming provided by Phoenix Radio on a regular basis, and the actual broadcast of the programming on the Station is physically in the control of Station personnel who work for Applicants not Phoenix. Were legitimate objections to the Phoenix Radio programming to be raised by government authorities, or noted by the Applicants, the Applicants' own employees could "pull the plug" on the Phoenix programming at any time. Thus, the Applicants cannot see that this Chinese statute has any relevance to the evaluation of the Application now pending before the Commission.

*Response 26. Provide an organization chart showing the complete ownership structure of Phoenix.*

Appendix, Tab 26 includes an ownership chart of Phoenix Radio. See also the Supplemental Declaration of Xiaoyang Wu which provides information on Phoenix ownership.

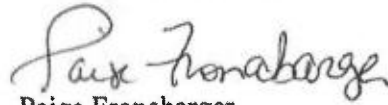
*Response 27. Provide copies of all Documents that relate to any of the responses to all the Inquiries above, to the extent not already provided.*

Except as disclosed in this Response, we are not aware of any other documents which are responsive to the Information Request.

**REDACTED - FOR PUBLIC INSPECTION**

Respectfully submitted,

**GLR SOUTHERN CALIFORNIA, LLC  
H&H GROUP USA, LLC**



**Paige Fronabarger  
David Oxenford**

**Its attorneys**

cc. Janice Shields  
Brandon Moss

March 22, 2019

Appendix

This Appendix includes responsive Documents to the questions described in the Information Request.<sup>27</sup> Included in this Appendix are copies of Documents which have been translated from Spanish or Chinese into English using various free electronic translation services. These translations have been provided at the Bureau's request and the parties have made best efforts to provide the most complete and accurate translations possible given the limited time available for production. The parties have relied on such translations without alteration and have not reviewed each translation with a linguist or the speakers to confirm that the English translation correctly translated the foreign words, or correctly interpreted the meaning and context of the translated communications. As such, certain translations provided in this Response may not accurately convey the meaning of the foreign communications and should not be substituted for the foreign language versions of the documents which alone should be relied upon as official text. The parties reserve their rights to obtain linguistic translations of any foreign documents if the meaning of the English translation differs materially from the meaning in the foreign language version. Additionally, because not all foreign language documents were originally created by Applicants, a number of documents were in formats that are not readable by electronic translation software. While we have tried to accommodate the Bureau's request for translation by providing brief explanations for these documents when possible, but we have not provided full translations in all cases. If there are any questions or concerns regarding the translations for specific documents, or if the Bureau determines that a document for which no translation was provided requires a translation, applicants will gladly supply an official translation to the Bureau upon request.

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<sup>27</sup> Note that gaps in production numbers are intentional and do not reflect that a document is missing from the Appendix.

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**EXHIBIT A**  
**PRIVILEGE LOGS**

**REDACTED - FOR PUBLIC INSPECTION**

**EXHIBIT B  
DECLARATIONS**

DECLARATION

I, Vivian Huo, hereby declare that:

- (1) I am the President of H&H Group USA, LLC and GLR Southern California, LLC (“Applicants”).
- (2) I am authorized to execute this Declaration on behalf of Applicants.
- (3) I have personal knowledge of the factual statements and representations made by and about Applicants in the Response and such information is true, correct and complete to the best of my knowledge, information and belief.
- (4) Except as disclosed in the Response, all documents which are responsive to the Information Request, and which are in Applicants or its counsel’s possession, control and knowledge, have to the best of my knowledge, information and belief, been produced.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this   21   day of March, 2019.



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Name: Vivian Huo,  
Title: President of GLR Southern California, LLC and H&H Group USA LLC

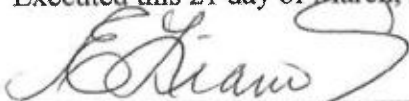
**DECLARATION**

I, Eduardo Liano, hereby declare that:

- (1) I am the General Manager and Chief Engineer (Contractor) for XEWW-AM, Playas de Rosarito, Baja California, Mexico ("Station") and am employed as a full-time contractor by W3 COMM CONCESIONARIA, S.A. de C.V., a Mexican Sociedad Anonima de Capital Variable company.
- (2) I am authorized to execute this Declaration on behalf of Applicants in the capacity stated herein. I, along with the other employees noted in Response to 18, worked with GLR Services in its operation of the Station prior to closing.
- (3) I have personal knowledge of the factual statements and representations made by and about Applicant's business in Response 5 (transmission of programming), Response 6 (payments related to the acquisition of equipment used for the transmission of programming from Los Angeles to Mexico), Response 9 (programming actions of Applicants), Response 15 (maintenance of transmission equipment), Response 16 (station communications), Response 18 (regarding employees who are employees by or leased to Applicants), Response 20 (hiring of Applicant personnel), and such information is true, correct and complete to the best of my knowledge, information and belief.
- (4) As to other general matters stated in the Response regarding operations at the Station in Mexico, to the best of my knowledge, information and belief, such statements are true, correct and complete.
- (5) Except as disclosed in the Response, the documents and knowledge in my possession and control which are required to the Information Request in Response 18, and, have to the best of my knowledge, information and belief, been produced to the best of my ability.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21 day of March, 2019.



Name: Eduardo Liano, General Manager and Chief Engineer for XEWW-AM



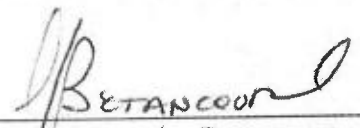
DECLARATION

I, Lourdes Betancourt, hereby declare that:

- (1) I am the Assistant Manager for XEWW-AM, Rosarito, Baja California, Mexico and am employed by W3 COMM CONCESIONARIA, S.A. de C.V., a Mexican Sociedad Anonima de Capital Variable company.
- (2) I am authorized to execute this Declaration on behalf of Applicants in the capacity stated herein.
- (3) I have personal knowledge of the factual statements and representations made by and about Applicant's business in Response 6 (payments related to the acquisition of equipment used for the transmission of programming from Los Angeles to Mexico) and Response 18 (regarding employees who are employees by or leased to Applicants) and such information is true, correct and complete to the best of my knowledge, information and belief.
- (4) As to other general matters stated in the Response regarding operations at the Station in Mexico, to the best of my knowledge, information and belief, such statements are true, correct and complete.
- (5) Except as disclosed in the Response, the documents and knowledge in my possession and control which are required to the Information Request (including Response 6 and Response 18), and, have to the best of my knowledge, information and belief, been produced to the best of my ability.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21 day of March, 2019.

  
Name: Lourdes Betancourt,  
Title: Assistant Manager

DECLARATION

I, Chewei("Victor")Cheng, hereby declare that:

- (1) I am the Director of Phoenix Satellite Television (U.S.) Inc.'s wholly owned subsidiary Phoenix Radio US, Inc.
- (2) I am authorized to execute this Declaration on behalf of Phoenix Radio US, Inc.
- (3) I have personal knowledge of the factual statements and representations made by and about Phoenix in the Response for questions 2, 4, 5, 6, 13, 24, 25, and 26, and such information is true, correct and complete to the best of my knowledge, information and belief.
- (4) As to other general matters stated in the Response regarding Phoenix, to the best of my knowledge, information and belief, such statements are true, correct and complete.
- (5) Except as disclosed in the Response, the documents and knowledge in my possession and control which are required to the Information Request, and, have to the best of my knowledge, information and belief, been produced to the best of my ability.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21<sup>st</sup> day of March, 2019.



Name: Chewei Cheng

Title: Director, Phoenix Radio US, Inc.

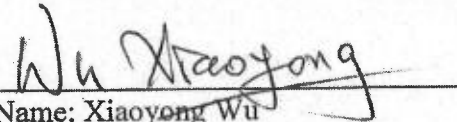
DECLARATION

I, Xiaoyong Wu, hereby declare that:

- (1) I am the Chief Executive Officer of Phoenix Limited's wholly owned subsidiary, Phoenix Satellite Television (U.S.) Inc.
- (2) I am authorized to execute this Declaration on behalf of Phoenix Satellite Television (U.S.) Inc.
- (3) I have personal knowledge of the factual statements and representations made by and about Phoenix in the Response for questions 2, 4, 5, 6, 13, 24, 25, and 26, and such information is true, correct and complete to the best of my knowledge, information and belief.
- (4) As to other general matters stated in the Response regarding Phoenix, to the best of my knowledge, information and belief, such statements are true, correct and complete.
- (5) Except as disclosed in the Response, the documents and knowledge in my possession and control which are required to the Information Request, and, have to the best of my knowledge, information and belief, been produced to the best of my ability.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 21<sup>st</sup> day of March, 2019.



Name: Xiaoyong Wu

Title: Chief Executive Officer, Phoenix Satellite Television (U.S.) Inc.

Supplemental Declaration of Xiaoyong Wu

My name is Xiaoyong Wu. I have worked for Phoenix Media Investment Holdings Co. Limited ("Phoenix Limited") since its founding in 1996 and currently serve as Chief Executive Officer of Phoenix Limited's wholly owned subsidiary, Phoenix Satellite Television (U.S.) Inc. ("Phoenix US").

I received a bachelor's degree from Beijing Foreign Languages Institute (1977), where I majored in English Literature and Translation, and a Master of Art degree in Broadcast Journalism from the University of Missouri's School of Journalism (1982). I also studied at Harvard University under its Nieman Fellowship of Journalism program in 1994, which enabled me to spend a year studying at the Kennedy School of Government.

I am aware that, in a proceeding initiated by China Sound of Oriental and West Heritage ("CSO") before the Federal Communications Commission ("Commission"), CSO alleged that Phoenix US must register with the Department of Justice under the Foreign Agents Registration Act ("FARA") because it is a "front" for the People's Republic of China ("PRC") that allegedly will spread Chinese "propaganda" in the US. I provide this affidavit to refute that contention and to provide additional information regarding the relationship between Phoenix US and H&H Group USA, LLC ("H&H"). I make this affidavit on the basis of my personal knowledge.

1. Phoenix Limited was founded in 1996. Its shares are publicly traded on the Hong Kong Stock Exchange. The majority of Phoenix Limited's shares are owned by shareholders that have no known linkage to the Government of the People's Republic of China ("Chinese Government") or the Chinese Communist Party ("CCP"). The company's Directors are elected by the Company's shareholders. As provided in the listing rules of the Hong Kong Stock Exchange, the Company's governance is not capable of being unduly influenced by any possible shareholder linkage to the Chinese Government or the CCP.

2. Of the significant shareholders of Phoenix Limited, Extra Step Investments Limited ("Extra Step") and China Wise International Limited ("China Wise") are the only two that have any linkage to the Chinese Government. This linkage results from the ownership interest that the Chinese Government holds in China Mobile and the Bank of China, which, in turn, have ownership interests in entities that, in turn, have indirect ownership interests in Extra Step and China Wise, respectively. The combined percentage ownership of Phoenix Limited of these two shareholders totals only 27.9 percent. Neither shareholder has ever been involved in any way in the daily operations the television or radio services that Phoenix Limited or its subsidiaries provide. By contrast, Phoenix's largest shareholder, Today's Asia, which is primarily owned by Phoenix's founder, Liu Changle, owns 37.07% of Phoenix's stock. The fourth largest stockholder is TPG China Media, L.P., which is ultimately controlled by David Bonderman and James G. Coulter, co-founders of TCP Capital, a US-based company that is one of the world's largest private equity firms.

3. Phoenix Limited is licensed in Hong Kong. The activities of Phoenix Limited and its subsidiaries (including Phoenix US and its wholly-owned subsidiary Phoenix Radio LLC, a Delaware limited liability company ("Phoenix Radio")) are not supervised, controlled, directed or regulated by the Chinese Government or the CCP. On the contrary, the programming content of Phoenix Limited often differs from the programming provided by broadcasting companies on the Chinese Mainland. For example, when the last presidential election in Taiwan took place, government-run television services in China were not allowed to cover or report on it, but Phoenix Limited covered the whole process live. Similarly, when the US was attacked on September 11, 2001, Phoenix Limited provided 60 hours of live coverage, while the Chinese state broadcaster, CCTV, gave the event only three minutes of airtime. The activities of Phoenix Limited and its subsidiaries are not financed or subsidized by the Chinese government or the CCP.

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4. Phoenix has won viewers and advertisers by providing quality programming. In the United States, Phoenix currently provides its programming on DISH, DIRECTV and the leading cable companies. As a result, more than 100 million U.S. homes have access to Phoenix TV channels. In the Los Angeles area, Spectrum (formerly Charter) has placed Phoenix programming on its basic tier, making it available to all Spectrum subscribers at no additional charge.

5. Phoenix radio is party to an agreement with H&H and GLR Southern California LLC ("GLR").  
On information and belief:

- (a) Ms. Vivian Huo, through her attorneys (and without involvement from Phoenix and its lawyers) negotiated and completed a transaction for H&H to acquire 100% of the equity of GLR.
- (b) H&H and its newly acquired subsidiary GLR are parties to an agreement (a copy of which is on file with the Commission) with W3 Concesionaria, S.A. de C.V., a Mexican corporation ("Licensee") that holds the radio concession title granted by the Instituto Federal de Comunicaciones of the United States of Mexico to operate radio station XEWW, located in Tijuana, Mexico ("XEWW" or the "Station")("Concession Agreement");
- (c) The Concession Agreement grants GLR the right to cause programming delivered to XEWW by GLR to be broadcast on the Station.
- (d) GLR owns a Mexican subsidiary which owns the technical and operational facilities of the Station in Mexico, including the real property underlying the Station's transmission facilities and studio in Mexico and has an equity interest in the Licensee consistent with Mexican law;
- (e) Ms. Huo, who is a United States citizen, owns 97 percent of H&H which, in turn, owns 100% of GLR.
- (f) Ms. Huo acquired GLR (and thereby GLR's rights in the Concession Agreement) for the purpose of converting the programming broadcast by XEWW from the Spanish language to the Chinese language targeting the Chinese-American population in Southern California.
- (g) Other than the Programming Agreement described below, neither H&H, GLR nor Ms. Huo currently have or have had in the past any employment or other contractual relationship with Phoenix US or Phoenix Limited.

6. Ms. Huo was introduced to me by Mark Jorgenson, an American media broker who had previously introduced her to GLR. Ms. Huo approached Phoenix US about possibly providing programming to her company to be broadcast on the Station. After due diligence and negotiations, H&H and GLR signed a programming agreement with Phoenix US (the "Programming Agreement").

7. Pursuant to the Programming Agreement, Phoenix US provides programming for broadcast on XEWW. Phoenix hands off the program to an agent appointed by H&H, who is physically based in the Phoenix Studio in Los Angeles. The agent is responsible for delivering the programming from the Studio to XEWW in Tijuana. The studio and transmission facilities in Tijuana are operated, controlled and



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financed by GLR (through the Licensee) and without input, oversight or control by Phoenix. Phoenix does not have employees or contractors who work at the Station's facilities in Mexico.

8. H&H and GLR retain ultimate control over the programming under the Programming Agreement. The Programming Agreement provides that all programming supplied by Phoenix will comply with H&H's programming standards and expressly requires that all programming meet all applicable US and Mexican legal requirements and serve the public interest. H&H and GLR retain the right to reject any programming that does not satisfy these criteria.

9. Neither Phoenix Limited nor Phoenix US nor Phoenix Radio has any debt, equity or voting ownership interest in H&H, GLR, or the Licensee nor do they intend to acquire such a voting interest, directly or indirectly.

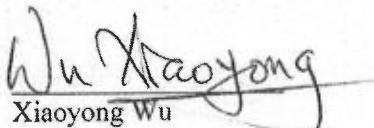
10. XEWW began broadcasting in Mandarin Chinese in late July, 2018. Phoenix has not received any complaints about the Chinese-language programming broadcast by XEWW.

11. Approximately 50 (50%) percent of the total programming broadcast by XEWW in Chinese over the course of a week is un-hosted music, punctuated by commercials and station identifications. The remaining programming includes news and information content. For the most part, this content addresses local issues in southern California (e.g., local traffic and weather), as well as entertainment and programming about lifestyle matters such as real estate, education, travelling in the U.S., looking after the elderly people, food, health and technology. All non-music content is produced by Phoenix US at its studio located near Los Angeles, California. News headlines are sometimes broadcast as part of world news updates. These are drawn from a variety of reputable sources, including Asian-language broadcasters and publishers in Hong Kong and Taiwan, as well as internationally recognized providers in the US and UK such as the Associated Press, the LA Times, NPR and the BBC.

12. Phoenix US has assembled a multinational team to develop the content for broadcast on XEWW. The team consists of: a Director, Che Wei Cheng, who is from Taiwan; a Senior Program Planner, Hazel Kuang, a U.S. citizen, who is originally from Taiwan; a Program Planner, Po Hsien Lee, who also is from Taiwan; a Music Editor, Min Jia, who is from China; and a Marketing Planner, Kelly Fang, who is from China.

13. Jackie Pang, also known as Zhe Pang, is an employee of Phoenix US. She has been employed as a reporter by Phoenix since 2001. Ms. Pang has signed the Phoenix TV handbook, which requires full time employees to disclose any employment with employers other than Phoenix TV. She has not made any such disclosure. Phoenix has not directed, instructed, or permitted Ms. Pang to work with H&H. Ms. Pang has not been involved with the XEWW project.

I swear under penalty of perjury that the foregoing is true and correct.

  
Xiaoyong Wu

3-21-2019  
Date

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p.s. My personal background information that is relevant to answering the allegations.

My resume indicates that I used to work for the Chinese Government radio service, Radio Beijing, which was later changed to China Radio International. I was a reporter, editor, program host, news director and deputy department director of its English Service. I started the job in 1977 and ended in 1989, when the Tian An Men massacre happened.

On the most tragic morning of June 4, 1989, I was on morning shift and rode my bicycle from home to my office in downtown Beijing. It was 3:00 a.m. and what I saw on the road was unbelievable. Military vehicles were burning. Bricks and all sorts of debris were on the road. They included cement blocks, bicycles, even buses that apparently were meant to block or slow down the advancing martial law troops. Blood was on the ground here and there, it was particularly obvious on the road leading to hospitals. Literally, the city I was born and grew up in had turned into a war zone.

It was later learned that martial law troops were ordered to force their way into Beijing and retake Tian An Men Square, which was taken by student protesters for weeks. Fire power was used, tanks and military personnel carriers crushed their way into the city.

When I arrived in the newsroom, I was surprised to see that all my morning shift staff had arrived, except one, Weihua, who had to go cross town and through Tian An Men Square to Radio Beijing. She called and was hardly able to talk with uncontrollable crying.

Everybody began to tell what they saw on the road, the conflicts, shooting, injuries and deaths.

I checked the wire service, Xinhua News Agency. There was nothing. I went to the office of the director of Radio Beijing, and found him cursing the shooting with the station's director of security, a former military officer. We talked a little about the terrible event which was still unfolding in the city. Then came a phone call from a local hospital, enquiring if we knew Runing Zhang. We told the caller, yes, Mr. Zhang was deputy director of Radio Beijing's Russian Department. And the caller told us he was hit by a bullet in his liver and there was no way to save him.

Runing Zhang went home after night shift and was shot on his way.

I was speechless after hearing this and went back to the English Department newsroom. I sat in front of the computer and wrote this story:

This is Radio Beijing.

Please remember June the Third, 1989. The most tragic event happened in the Chinese capital, Beijing.

Thousands of people, most of them innocent civilians, were killed by fully-armed soldiers when they forced their way into city. Among the killed are our colleagues at Radio Beijing. The soldiers were riding on armored vehicles and used machine guns against thousands of local residents and students who tried to block their way. When the army convoys made the breakthrough, soldiers continued to spray their bullets indiscriminately at crowds in the street. Eyewitnesses say some armored vehicles even crushed foot soldiers who hesitated in front of the resisting civilians. [The] Radio Beijing English Department deeply mourns those who died in the tragic incident and appeals to all its

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listeners to join our protest for the gross violation of human rights and the most barbarous suppression of the people.

Because of the abnormal situation here in Beijing there is no other news we could bring to you. We sincerely ask for your understanding and thank you for joining us at this most tragic moment.

I decided to run this story on our next broadcast and the announcer of the day was Yuan-neng Chen. The story was heard across the world and was rebroadcast by numerous radio and television services.

The recording of that broadcast can be found in the link bellow:

<https://www.lbreport.com/sounds/rbeijing/jun389.mp3>

When day broke and people at various language departments at Radio Beijing learned about my action, there was cheering and literally hundreds of people came over to shake my hands, though discretely. Not much was said but understanding was in our eyes.

Naturally, the "system" and the authority came down on me soon. I was taken away from my office by police a few weeks after that and thrown into a jail.

It was a 10 by 15-foot jail shared by 4-5 inmates. There was no toilet facility, just two buckets, one for the inmates to piss in and the other holds clear water (not necessarily clean) for them to drink. There was no bed, but just a sleeping "platform" supported by several bricks no more than six inches from the floor. It occupied more than half of the cell. Inmates slept on it, sharing 2 feet of space each.

In summer time, the cell smelt like a toilet or worse. And hundreds of mosquitos shared the space with us.

In winter time, the temperature would go down to 9 degrees below zero Celsius and there was hardly any heating.

Food there could hardly be called food and there was never enough of it.

My cell mates were murderers, rapists, street hooligans or thieves. The condemned murderers waiting for execution were hand cuffed and shackled all the time. And they needed help from those of us with free hands, for putting on clothes, going to toilets or scratching mosquito bites.

I spent 13 months in that cell, without formal charges or prosecution, let alone a trial.

They allowed me to go home on medical probation in September, 1990 when my stomach ulcer was bleeding again and I could die if I was not sent to a hospital. They finally cleared me in 1993, saying there would not be any criminal charges against me. And I immediately applied and was accepted by the Harvard University Nieman Fellowship program of journalism (1994).



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When I studied journalism at University of Missouri (1980-1982), my teachers taught me to tell the truth and serve the public by reporting to them what they need to know.

I had no regret of what I did almost 30 years ago. I did what a journalist was supposed to do.

Today, I'm still doing what a journalist is supposed to do, operating radio and television services to tell the truth, and service the audience with what they need to know.

I would be happy to provide more information if it's needed.

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**EXHIBIT C**  
**RESPONSIVE DOCUMENTS**

**REDACTED - FOR PUBLIC INSPECTION**

<u>Production Index</u>							
Production ID No.	File Name	Location of Document	Responsive Inquiries	Date prepared (if known and not in doc)	Custodian	Author(s) (if known and not in doc)	Recipient(s) (if known and not in doc)
HNH-003-000019	attachment 1	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000020-HNH-003-000021	Autoriz W3 COMM2-c1	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000022-HNH-003-000023	Autoriz W3 COMM-c1	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000065	DE Good Standing Certificate - GLR SC	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000066	DE Good Standing Certificate - Seller	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000467-HNH-003-000468	Spanish Document Summaries	Tab 3	3, 21	Mar. 22, 2019	Christopher Bair		
HNH-007-000028-HNH-007-000057; HNH-007-000100	Tab 7 Emails (Group 1)	Tab 7	7		Paige Fronabarger		
HNH-007-000233-HNH-007-000252	Tab 7 Email (Group 2)	Tab 7	7		Paige Fronabarger		
HNH-007-000356	Permit information - Line 121	Tab 7	7		Vivian Huo		
HNH-007-000333-HNH-007-000353	002537	Tab 7	7		Reid Avett		
HNH-016-000441-HNH-016-000446	August 28, 2018 at 12.50 PM	Tab 16	8, 15, 16		Vivian Huo		
HNH-016-000447-HNH-016-000448	Spanish Document Summary	Tab 16	8, 15, 16	Apr. 29, 2019	Christopher Bair		

CERTIFICATE OF SERVICE

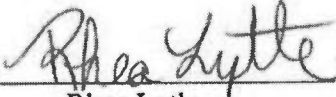
I, Rhea Lytle, a legal secretary with the law firm of Wilkinson Barker Knauer, LLP, hereby certify that on this 22<sup>nd</sup> day of March, 2019, I served copies of the foregoing "RESPONSE TO INFORMATION REQUEST" on the following:

Reid Avett\*  
Dunne Morris, LLP  
505 9<sup>th</sup> Street, N.W., Suite 1000  
Washington, D.C. 20004-2166

James L. Winston\*\*  
Rubin, Winston, Diercks, Harris & Cooke, LLP  
1201 Connecticut Avenue, N.W., Suite 200  
Washington, D.C. 20036

Brandon Moss\*\*\*  
International Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

Janice Shields\*\*\*  
International Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

  
Rhea Lytle

\*Via Email

\*\*Via Regulator Mail

\*\*\*Via Hand Delivery

**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME: GLR SOUTHERN CALIFORNIA LLC

REGISTERED IN CALIFORNIA AS: GLR SOUTHERN CALIFORNIA LLC

FILE NUMBER: 200601210135  
REGISTRATION DATE: 01/03/2006  
TYPE: FOREIGN LIMITED LIABILITY COMPANY  
JURISDICTION: DELAWARE  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is qualified to  
transact intrastate business in the State of California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal  
of the State of California this day of  
August 3, 2018.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA  
Secretary of State

CFG

**SEGOB**

SECRETARÍA DE  
GOBERNACIÓN



Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/282/2018

México, Ciudad de México, a 23 de febrero de 2018.

**LIC. JOSÉ FRANCISCO GUTIÉRREZ CARMONA**  
Representante Legal de  
**W3 COMM CONCESIONARIA, S.A DE C.V.**  
Concesionaria de la estación **XEWW-AM**  
**690 KHz., en Rosarito, Baja California,**  
Moliere Número 39, piso 6  
Colonia Polanco Chapultepec,  
Delegación Miguel Hidalgo, Ciudad de México,  
Código Postal 11560.  
**PRESENTE.**

**Asunto:** Se autorizan transmisiones  
alternadas de programación en  
idiomas Inglés y Chino Mandarín.

Me refiero a sus escritos recibidos en esta Dirección General los días 15 y 23 de febrero de 2018, por medio de los cuales solicita autorización para la transmisión por radio del programa en idiomas Inglés y Chino Mandarín, de lunes a domingo durante las veinticuatro horas del día, a través de la estación **XEWW-AM, ubicada en Rosarito, Baja California**, para lo cual adjuntó los comprobantes de pagos de derechos correspondientes, por las cantidades de \$1,325.00 (MIL TRESCIENTOS VEINTICINCO PESOS 00/100 M.N.) de conformidad con lo dispuesto por la fracción III del artículo 19-F de la Ley Federal de Derechos.

Sobre el particular, me permito comunicarle que esta Dirección, con fundamento en lo dispuesto por los artículos 230 y Tercero Transitorio de la Ley Federal de Telecomunicaciones y Radiodifusión, 27, fracción XL de la Ley Orgánica de la Administración Pública Federal, 34, fracciones I y XII del Reglamento Interior de la Secretaría de Gobernación, 9, fracción V y 18 del Reglamento de la Ley Federal de Radio y Televisión, en Materia de Concesiones, Permisos y Contenido de las Transmisiones de Radio y Televisión en relación con el segundo párrafo del artículo 9 de la Ley Federal de Procedimiento Administrativo, **AUTORIZA** las transmisiones solicitadas en el periodo comprendido del **23 de febrero de 2018 al 30 de noviembre de 2018**, en sujeción a las siguientes:

#### CONDICIONES

**PRIMERA.-** Se autoriza a la concesionaria que transmita alternadamente el programa de radio denominado "W Radio", tanto en el idioma Inglés como en el idioma Chino Mandarín, de lunes a domingo durante las veinticuatro horas del día, respecto de lo cual la concesionaria se obliga a dar a conocer a esta autoridad cualquier cambio en la programación o los horarios autorizados durante la vigencia de la presente.

**SEGUNDA.-** Esta autorización no modifica ni exige a la Concesionaria en forma alguna de sus obligaciones legales en materia de divulgación gubernamental, contenidas en el artículo 41, Base III, Apartado A, incisos a) y g) y Apartado B, Inciso a), de la Constitución Política de los Estados Unidos Mexicanos, 251, 252 y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión: artículo primero, fracciones I y II del "Decreto por el que se autoriza a la Secretaría de Hacienda y Crédito Público a recibir de los concesionarios de estaciones de radio y televisión el pago del impuesto que se indica", publicado en el Diario Oficial de la Federación el 10 de octubre de 2002, en los términos dispuestos por los artículos de la "Ley que establece, reforma y adiciona las disposiciones relativas a diversos impuestos", publicada el 31 de diciembre de 1968, por lo que el material

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Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/282/2018

correspondiente a Tiempos Oficiales que le sea instruido por esta Dirección General deberá ser transmitido en las lenguas nacionales que se le indiquen, en el tiempo y forma acordados.

**TERCERA.-** la presente autorización no exige a la concesionaria de cumplir con la obligación contenida en el artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, consistente en utilizar la traducción respectiva al español, a lo que esta Dirección General dará cabal seguimiento a través del monitoreo correspondiente.

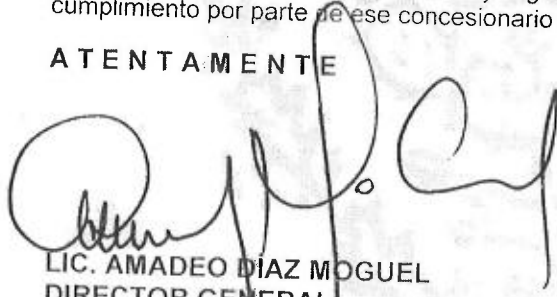
**CUARTA.-** El Himno Nacional Mexicano deberá transmitirse de conformidad con lo dispuesto en el artículo 41 de la Ley sobre el Escudo, la Bandera y el Himno Nacionales y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión.

**QUINTA.-** La publicidad y programas que se difundan deberán sujetarse a las disposiciones contenidas en la Ley Federal de Telecomunicaciones y Radiodifusión, el Reglamento de la Ley Federal de Radio y Televisión en Materia de Concesiones, Permisos y Contenidos de las Transmisiones de Radio y Televisión, y a la normatividad mexicana aplicable, particularmente lo relativo a las materias religiosa, sanitaria, de propiedad intelectual y protección al consumidor.

**SEXTA.-** La inobservancia a cualquiera de las condiciones arriba señaladas extinguirá de pleno derecho el presente acto administrativo por tratarse de condiciones resolutorias, de conformidad con lo dispuesto por la fracción IV del artículo 11 de la Ley Federal de Procedimiento Administrativo.

Lo anterior, haciendo de su conocimiento que, en términos del artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, la presente autorización tiene la vigencia que se indica en la misma, por lo que, teniendo en consideración que la diversa autorización contenida en el oficio DGRTC/00063/2017 emitida en favor de ese concesionario perdió su vigencia el 30 de noviembre de 2017, se señala que quedan a salvo las facultades de supervisión y vigilancia con que cuenta esta Unidad Administrativa, respecto del cumplimiento por parte de ese concesionario al precepto citado.

**ATENTAMENTE**

  
**LIC. AMADEO DÍAZ MOGUEL**  
**DIRECTOR GENERAL**

c.c.p.: Lic. Francisco José Rullán Gutiérrez.- Director de Tiempos Oficiales de Radio y Televisión de la DG de RTC.- Para su conocimiento.  
Lic. Alejandra García López.- Directora de Enlace y Apoyo Regional de la DG de RTC.- Para su monitoreo.  
Lic. Zyaná Lumbleras Trujillo.- Directora Jurídica de la DG de RTC.- Para su conocimiento.

En atención a los volantes internos Nos. 364/2018 y 420/2018.

SEGOB

SECRETARÍA DE  
GOBERNACIÓN



Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/252/2018

México, Ciudad de México, a 23 de febrero de 2018.

LIC. JOSÉ FRANCISCO GUTIÉRREZ CARMONA

Representante Legal de

W3 COMM CONCESIONARIA, S.A DE C.V.

Concesionaria de la estación XEWW-AM

690 KHz., en Rosarito, Baja California,

Moliere Número 39, piso 6

Colonia Polanco Chapultepec,

Delegación Miguel Hidalgo, Ciudad de México,

Código Postal 11560.

PRESENTE.

Asunto: Se autorizan transmisiones  
Provenientes del Extranjero.

Me refiero a sus escritos recibidos en esta Dirección General los días 15 y 23 de febrero de 2018, por medio de los cuales solicita autorización por un año para efectuar transmisiones de lunes a domingo, durante las veinticuatro horas del día, cuya señal proviene del extranjero, en idiomas Inglés y Chino Mandarín, a través de la estación XEWW-AM, ubicada en Rosarito, Baja California, del programa que refiere el Contrato de Programación celebrado entre W3 Comm Concesionaria, S.A. de C.V. y "GLR Southern California L.L.C" o "W Radio", para lo cual adjuntó el comprobante de pago de derechos correspondientes, por la cantidad de \$528.00 (QUINIENTOS VEINTIOCHO PESOS 00/100 M.N), de conformidad con lo dispuesto por la fracción I del artículo 19-F de la Ley Federal de Derechos, así como el Contrato de Programación, mediante el cual se otorgan los derechos para la transmisión del citado programa.

Sobre el particular, me permito comunicarle que esta Dirección, con fundamento en lo dispuesto por los artículos 230 y Tercero Transitorio de la Ley Federal de Telecomunicaciones y Radiodifusión, 27, fracción XL de la Ley Orgánica de la Administración Pública Federal, 34, fracciones I, XII y XIII del Reglamento Interior de la Secretaría de Gobernación, 9, fracciones V y VII, 18 y 23 del Reglamento de la Ley Federal de Radio y Televisión, en Materia de Concesiones, Permisos y Contenido de las Transmisiones de Radio y Televisión en relación con el segundo párrafo del artículo 9 de la Ley Federal de Procedimiento Administrativo, AUTORIZA las transmisiones solicitadas en el periodo comprendido del 23 de febrero de 2018 al 30 de noviembre de 2018, en sujeción a las siguientes:

#### CONDICIONES

**PRIMERA.-** Se autoriza a la concesionaria que a través de la estación señalada con anterioridad, transmita el programa denominado "W Radio", proveniente de Los Ángeles California, Estados Unidos que refiere el Contrato de Programación celebrado entre W3 Comm Concesionaria, S.A. de C.V. y "GLR Southern California L.L.C" o "W Radio", respecto de lo cual la concesionaria se obliga a dar a conocer a la autoridad, cualquier cambio en la programación o los horarios autorizados durante la vigencia de la presente.

**SEGUNDA.-** Esta autorización no modifica ni exime a la Concesionaria en forma alguna de sus obligaciones legales en materia de divulgación gubernamental, contenidas en el artículo 41, Base III, Apartado A, incisos a) y g) y Apartado B, Inciso a), de la Constitución Política de los Estados Unidos Mexicanos, 251, 252 y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión: artículo primero, fracciones I y II del "Decreto por el que se autoriza a la Secretaría de Hacienda y Crédito Público a recibir de los concesionarios de estaciones de radio y televisión el pago del impuesto que se indica", publicado en el Diario Oficial de la Federación el 10 de octubre de 2002, en los términos dispuestos por los artículos de la "Ley que establece, reforma y adiciona las disposiciones relativas a diversos impuestos", publicada el 31 de diciembre de 1968, por lo que el material



**SEGOB**

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GOBERNACIÓN



Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/252/2018

correspondiente a Tiempos Oficiales que le sea instruido por esta Dirección General deberá ser transmitido en las lenguas nacionales que se le indiquen, en el tiempo y forma acordados.

**TERCERA.-** La presente autorización no exime a la concesionaria de cumplir con la obligación contenida en el artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, consistente en utilizar la traducción respectiva al español, a lo que esta Dirección General dará cabal seguimiento a través del monitoreo correspondiente.

**CUARTA.-** El Himno Nacional Mexicano deberá transmitirse de conformidad con lo dispuesto en el artículo 41 de la Ley sobre el Escudo, la Bandera y el Himno Nacionales y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión.

**QUINTA.-** La publicidad y programas que se difundan deberán sujetarse a las disposiciones contenidas en la Ley Federal de Telecomunicaciones y Radiodifusión, el Reglamento de la Ley Federal de Radio y Televisión en Materia de Concesiones, Permisos y Contenidos de las Transmisiones de Radio y Televisión, y a la normatividad mexicana aplicable, particularmente lo relativo a las materias religiosa, sanitaria, de propiedad intelectual y protección al consumidor.

**SEXTA.-** La inobservancia a cualquiera de las condiciones arriba señaladas extinguirá de pleno derecho el presente acto administrativo por tratarse de condiciones resolutorias, de conformidad con lo dispuesto por la fracción IV del artículo 11 de la Ley Federal de Procedimiento Administrativo.

Lo anterior, haciendo de su conocimiento que, en términos del artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, la presente autorización tiene la vigencia que se indica en la misma, por lo que, teniendo en consideración que la diversa autorización contenida en el oficio DGRTC/00063/2017 emitida en favor de ese concesionario perdió su vigencia el 30 de noviembre de 2017, se señala que quedan a salvo las facultades de supervisión y vigilancia con que cuenta esta Unidad Administrativa, respecto del cumplimiento por parte de ese concesionario al precepto citado.

**ATENTAMENTE**

**LIC. AMADEO DÍAZ MOGUEL**  
**DIRECTOR GENERAL**

c.c.p.: Lic. Francisco José Bullán Gutiérrez.- Director de Tiempos Oficiales de Radio y Televisión de la DG de RTC.- Para su conocimiento  
Lic. Alejandra García López.- Directora de Enlace y Apoyo Regional de la DG de RTC.- Para su monitoreo.  
Lic. Zyanya Lumbreas Trujillo.- Directora Jurídica de la DG de RTC.- Para su conocimiento.

En atención a los volantes internos Nos. 363/2018 y 420/2018.

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLR SOUTHERN CALIFORNIA LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JULY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLR SOUTHERN CALIFORNIA LLC" WAS FORMED ON THE THIRTIETH DAY OF NOVEMBER, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

4068557 8300

SR# 20185728252

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203086776

Date: 07-18-18

HNH-003-000065

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLR SERVICES INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JULY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLR SERVICES INC." WAS INCORPORATED ON THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

3180553 8300

SR# 20185728225

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203086771

Date: 07-18-18

HNH-003-000066

Summaries of Untranslated Spanish Language Documents: Question 3

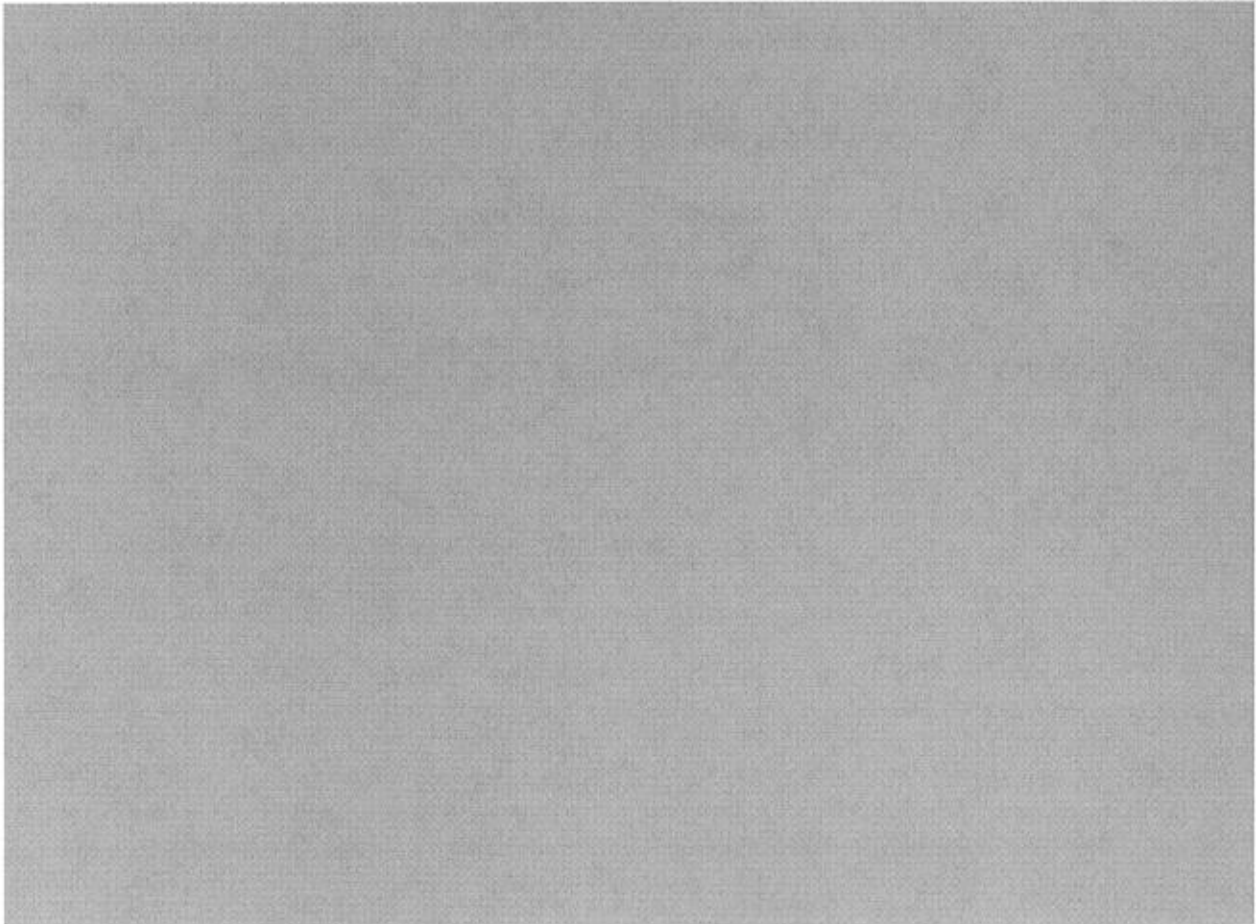
The following are brief summaries of the contents of Spanish language Documents that were responsive to Question 3 of the Bureau's requests, but which we were unable to translate through electronic means. As stated in the Response, these translations have been provided at the Bureau's request. To the extent that the Bureau determines that it requires a formal translation, Applicants will be happy to provide one.

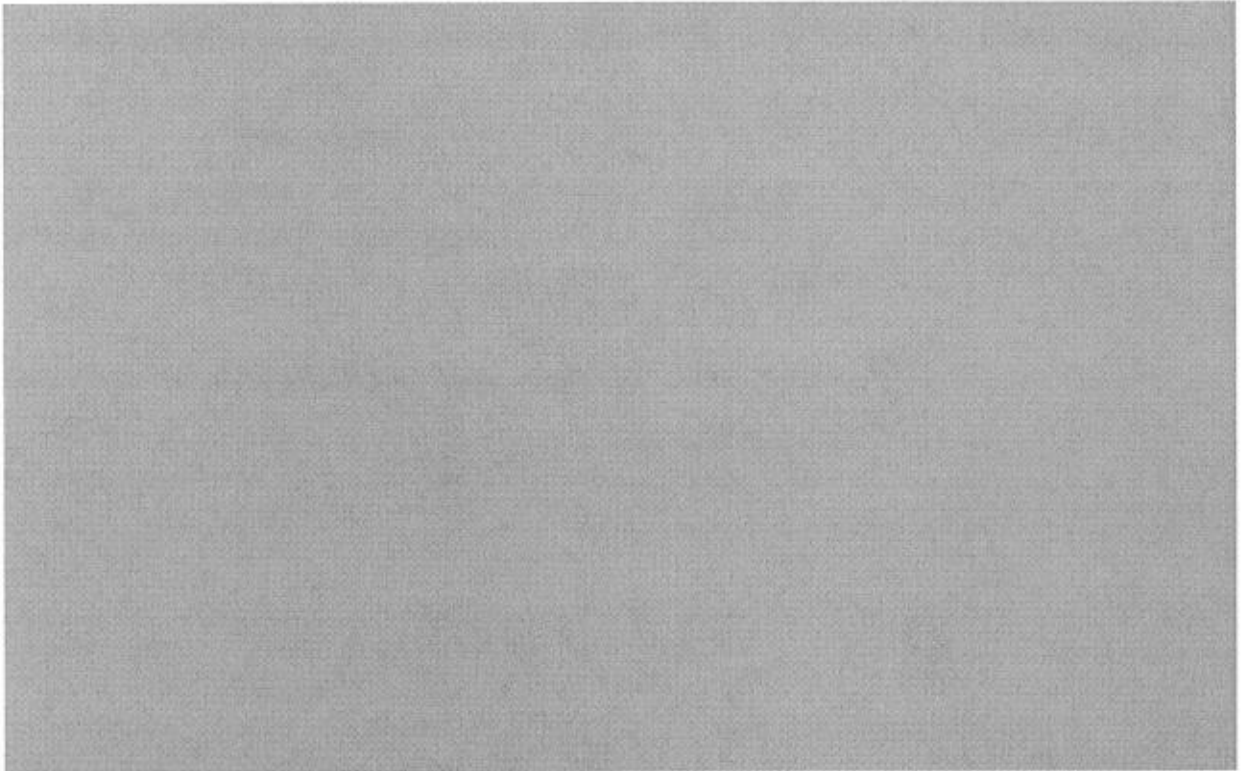
Autoriz W3 COMM2-c1

*Production ID Nos.* HNH-003-000020 to HNH-003-000021

*Granted Authorization to Broadcast Programming In English And Chinese.*

Letter from attorney Amadeo Diaz Moguel, General Division of Radio, Television, and Cinematography, to Jose Francisco Gutierrez Carmona, attorney to W3 COMM CONCESIONARIA, granting authorization to requests filed Feb. 15 2018 and Feb. 23 to transmit programming in English and Chinese via station XEWW-AM, located in Rosarito, Baja California.





**Autoriz W3 COMM2-c1**

*Production ID Nos. HNH-003-000020 to HNH-003-000021*

*Granted Authorization to Broadcast Programming In English And Chinese.*

Letter from attorney Amadeo Diaz Moguel, General Division of Radio, Television, and Cinematography, to Jose Francisco Gutierrez Carmona, attorney to W3 COMM CONCESIONARIA, granting authorization to requests filed Feb. 15 2018 and Feb. 23 to transmit programming in English and Chinese via station XEWW-AM, located in Rosarito, Baja California.

**Autoriz W3 COMM-c1**

*Production ID Nos. HNH-003-000022 to HNH-003-000023*

*Granted Authorization for Transmission From Abroad (Rosarito, Baja California).*

Letter from attorney Amadeo Diaz Moguel, General Division of Radio, Television, and Cinematography, to Jose Francisco Gutierrez Carmona, attorney to W3 COMM CONCESIONARIA, granting authorization to requests filed Feb. 15 2018 and Feb. 23 2018 for a one year permit to carry out transmissions from Monday to Sunday, 24 hours a day, whose signal comes from abroad in English and Chinese via station XEWW-AM, located in Rosarito, Baja California, of the program referred to in the programming agreement between W3 COMM CONCESIONARIA and GLR SOUTHERN CALIFORNIA LLC or W RADIO.

REDACTED - FOR PUBLIC INSPECTION

RETURN COPY



LEVENTHAL SENTER & LERMAN PLLC

November 2, 2006

FCC/MELLON

NOV 02 2006

PHILIP A. BONOMO  
(202) 416-6773

E-MAIL  
PBONOMO@LSL-LAW.COM

**VIA COURIER**

Federal Communications Commission  
International Bureau -- Notifications  
P.O. Box 358175  
Pittsburgh, PA 15251-5175

**Re: Form 308 Application for Permit to Deliver Programs to  
Foreign Broadcast Stations -- GLR Southern California  
LLC**

Dear Sir or Madam:

On behalf of GLR Southern California LLC ("GLRSC"), enclosed herewith are an original and one copy of an Application for Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) requesting Commission approval of the delivery, via satellite, of GLRSC programming to Mexican radio station XETRA.

Also enclosed is a Remittance Advice (FCC Form 159) and a check for \$90.00 made payable to the Federal Communications Commission to cover the applicable fee.

Should you have any questions regarding this matter, please contact the undersigned.

Sincerely,

Philip A. Bonomo

Enclosures

cc: Selina Khan, FCC (via email)

FOR COMMISSION USE ONLY

File No.

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS  
(Carefully read instructions before filling out Form--RETURN ONLY FORM TO FCC)

1. Name of applicant	Street Address or P. O. Box	City	State	ZIP Code	Telephone No. (include area code)
GLR Southern California LLC	Baypoint Office Tower 4770 Biscayne Boulevard Suite 700	Miami	FL	33137	(305) 644-6641

2. Name and address to whom communication should be sent if different from item 1.

Name	Street Address or P.O. Box	City	State	ZIP Code	Telephone No. (include area code)
Norman P. Leventhal, Esq.	Leventhal Senter & Lerman PLLC 2000 K Street, NW Suite 600	Washington	DC	20006	(202) 416-6744

3. Legal identity of applicant: (only check one box)

Individual     Partnership     Corporation     Government Entity     Other

If Other specify: Limited Liability Company

4. Application is for:

New Authorization                       Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States?                      N/A                       YES     NO

6. If applicant is a partnership, are all partners citizens of the United States?                      N/A-but see Exhibit 1                       YES     NO

7. If Applicant is a corporation:                      N/A

a. Under laws of what state was it organized?

b. Is more than one-fifth of the capital stock of the corporation owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?                       YES     NO

c. Is any officer or director of the corporation an alien?                       YES     NO

If the answer is Yes, give the following for each:

Name	Nationality	Position
------	-------------	----------

REDACTED - FOR PUBLIC INSPECTION

d. Is applicant directly or indirectly controlled by any other corporation?  YES  NO

If the answer is Yes, give the following for the controlling corporation.

Name	Address	State in which organized
------	---------	--------------------------

e. Is more than one-fourth of the capital stock of the controlling corporation either owned of record, or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?  YES  NO

f. Is any officer or more than one-fourth of the directors of the corporation an alien?  YES  NO

If the answer is Yes, give the name, nationality, and position of each, and give the total number of directors of the corporation.

Name	Nationality	Position	Number of Directors
------	-------------	----------	---------------------

g. Is the above-described controlling corporation in turn a subsidiary?  YES  NO

If the answer is Yes, attach as Exhibit No. \_\_\_\_ additional information answering the holding company questions in this paragraph for each company, to and including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following: N/A

Total number of members	Number of Alien members (if any)
-------------------------	----------------------------------

b. State the following for alien officers or directors (if any):

Name	Nationality	Position
------	-------------	----------



9. a. What is applicant's principal business?

Network and syndicated radio program supplier.

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the commission?

YES  No

If the answer is Yes, attach Exhibit No. 2 giving full particulars.

10. Is applicant a representative of an alien or of a foreign government?

YES  No

If the answer is Yes, explain. See Exhibit 1.

11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any court?

YES  No

b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency?

YES  No

If the answer to (a) and/or (b) is Yes, explain:

12. a. Has applicant or any party to this application been found guilty by any court of any felony?

YES  No

b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and/or unfair methods of competition?

YES  No

If the answer to (a) and/or (b) is Yes, explain.

REDACTED - FOR PUBLIC INSPECTION

13. Address of studio or other place at which programs will originate:  
3500 West Olive Avenue, Burbank, CA 91505
14. State ownership of originating facilities.  
GLR Southern California LLC
15. Describe the means (wireline, radio link, or other method) whereby programs will be delivered, to foreign station(s), including names of any interconnecting common carriers.  
Programs will be delivered by satellite.
16. Give the location, type, and authorized power of foreign station(s) to which programs will be delivered, and identify the licensee or operating agency of such station(s).  
See Exhibit 3.
17. Attach as Exhibit No. 4 a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
18. (a) Attach as Exhibit No. 5 a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours per day, week and/or month during which the foreign station(s) involved will broadcast such programs.
- (b) Attach as Exhibit No. 6 a detailed description of the nature and character of the programming proposed and the language to be employed.

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete, and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this 26 day of OCTOBER, 2006

GLR Southern California LLC  
(Name of Applicant)

By Juan Pablo Alvarez (Signature)

Juan Pablo Alvarez  
Director/President

(Title)

GLR Southern California LLC

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM  
ARE PUNISHABLE BY FINE AND IMPRISONMENT.  
U.S. CODE, TITLE 18, SECTION 1001.**

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No. of form	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which)	Official title
1	6, 10		
2	9.b	All exhibits were prepared under the direction of Juan Pablo Alvarez.	Director/President GLR Southern California LLC
3	16		
4	17		
5	18(a)		
6	18(b)		

Exhibit No. 1

GLR Southern California LLC  
FCC Form 308  
Paragraphs 6, 10  
November 2006

**ALIEN OWNERSHIP**

The applicant, GLR Southern California LLC ("GLR Southern California"), is a Delaware limited liability company whose sole member is GLR Broadcasting LLC ("GLR Broadcasting"), a Delaware limited liability company. GLR Broadcasting's sole member is GLR Services Inc. ("GLR Services"), a Delaware corporation. GLR Services is, in turn, wholly owned by Grupo Latino de Radio, S.L. ("Grupo Latino de Radio"), a Spanish company. Promotora de Informaciones, S.A. ("Prisa"), a Spanish company, indirectly owns 80 percent of Grupo Latino de Radio.

Although Prisa has ultimate control of GLR Southern California, such control is not a bar to the grant of a Section 325(c) authorization. *See SIN, Inc.*, 101 F.C.C. 2d 823, 825 (1985) (imposition of citizenship requirement on Section 325 applicants unnecessarily restricts transfer of programming between the U.S. and foreign countries); *Amendment of . . . the Commission's Rules to Implement Section 403(k) of the Telecommunications Act of 1996 (Citizenship Requirements)*, 11 FCC Rcd 13072, 13074 (1996) (noting that since the 1996 Telecommunications Act removed the restrictions in Section 310(b) of the Communications Act on the ability of corporate holders of FCC authorizations to have alien officers or directors, the FCC will no longer accord any independent significance to analogous positions held by aliens that may convey the power to manage the affairs of an unincorporated entity).

REDACTED - FOR PUBLIC INSPECTION

Exhibit No. 2

GLR Southern California LLC

FCC Form 308

Paragraph 9.b.

November 2006

**APPLICANT OWNERSHIP INTERESTS**

Grupo Latino de Radiodifusion, LLC, a Delaware limited liability company and an affiliate of the applicant, has an indirect 25 percent ownership interest in Station WSUA(AM), Miami, Florida.

REDACTED - FOR PUBLIC INSPECTION

Exhibit No. 3

GLR Southern California LLC

FCC Form 308

Paragraph 16

November 2006

**FOREIGN STATION TO RECEIVE PROGRAMMING**

The instant application requests authority for electronic delivery of programming to Mexican radio station XETRA, Rosarito, Baja California Norte, Mexico. Station XETRA operates on frequency 690 kHz with authorized power of 77 kW (day). The station is licensed to W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation.

Exhibit No. 4

GLR Southern California LLC

FCC Form 308

Paragraph 17

November 2006

**LEGAL RELATIONSHIP WITH FOREIGN STATION**

The applicant, GLR Southern California LLC ("GLR Southern California"), has entered into a Station Programming and Sales Agreement ("Agreement") with W3 Comm Concesionaria, S.A. de C.V. ("W3 Comm"), the licensee of Station XETRA, and Careva, S.A. de C.V., which through an intermediate company owns the controlling interest in W3 Comm. Under the terms of the Agreement, GLR Southern California provides programming services to, and is responsible for selling all advertising time on, Station XETRA in exchange for payment of an annual fee and reimbursement of certain W3 Comm expenses. GLR Southern California retains all revenue from XETRA advertising time sales. A copy of the Station Programming and Sales Agreement, with confidential information redacted, is attached hereto.

Execution Copy

**STATION PROGRAMMING AND SALES AGREEMENT**

This Station Programming and Sales Agreement (the "*Agreement*"), made this 25th day of January, 2006, is between GLR Southern California LLC, a Delaware limited liability company (hereinafter "GLR"), W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation with offices at Tokio 102, Piso 5, Col. Juarez, Mexico D.F. ("Licensee"), the concessionaire of radio broadcast station XETRA, Rosarito-Tijuana, BC, Mexico, operating at 77 kW on 690 kHz (hereinafter the "Station"), and Careva, S.A. de C.V., a Mexican corporation which, through an intermediate company, owns the controlling interest in Licensee ("Licensee Parent").

**RECITALS**

WHEREAS, Licensee has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, GLR desires to avail itself of the Station's broadcast time for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies of the Secretaria de Comunicaciones y Transportes of the United Mexican States ("SCT") and the United States Federal Communications Commission ("FCC") and whose commonly owned sister company, GLR Networks LLC, possesses a permit issued by the FCC pursuant to Section 325 of the Communications Act to deliver programs to the Station for rebroadcast into the United States; and

WHEREAS, Licensee Parent holds a controlling interest in the Licensee and has the ability to, and will, cause the Licensee to broadcast the program service and otherwise to perform all acts necessary to enable it to fulfill Licensee's and Station's obligations hereunder;

THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. STATION PROGRAMMING, SALES AND PAYMENTS**

**1.1. Broadcast of Programming.** During the Term, as defined below, Licensee shall make available exclusively to GLR all broadcast time on the Station, including all of the Station's analog and digital broadcasting facilities, channels and sub-channels, as authorized by the SCT, for the presentation of GLR's programs, commercial advertisements, public service announcements and promotions (the "*Programming*") and will carry all such Programming as provided by GLR, except for: (a) downtime occasioned by emergency maintenance or routine maintenance consistent with prior practice which, to the extent practicable, shall not exceed two (2) hours each Sunday morning between the hours of 12 midnight and 6:00 a.m. and shall be scheduled upon at least forty-eight (48) hours prior notice with the agreement of GLR, such agreement not to be unreasonably withheld; (b) up to two (2) hours per week on the Station at times mutually-agreeable to Licensee and GLR during which

time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station's listeners or otherwise fulfill obligations imposed by the SCT or any applicable Mexican or U.S. law; (3) preemptions or programs required by Mexican law when counsel to Licensee and counsel to GLR agree that such preemptions or programming are so required; and (4) any contests, on-air giveaways or similar promotions relating to the Station that have not been expressly approved by Licensee and, to the extent required by law, any governmental authority.

1.2. **Advertising and Programming Revenues.** During the Term, GLR shall have full authority to sell, or engage a third party to sell, for its own account all commercial time on the Station, including sales in combination with other radio broadcast stations of its choosing, and to retain all revenues from the sale of such advertising. GLR shall be responsible for all expenses incurred in connection with such advertising.

1.3. **Force Majeure Events.** Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming not directly or indirectly the fault of Licensee or their respective employees or agents, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, or any failure of GLR to deliver the Programming, or any part thereof, due to acts of God, governmental regulation or fiat, or any other causes beyond the control of Licensee or GLR (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement.

1.4. **Access to Facilities.** To enable GLR to fulfill its obligations hereunder, Licensee shall make its facilities and equipment available to GLR for its use for the production and transmission of Programming under this Agreement. At any time employees, agents or representatives of GLR are on Licensee's premises, they shall be subject to supervision and direction by Licensee's designated employees or officers. Provided that such installation is not inconsistent with the terms of any applicable lease to which Licensee is a party, GLR also shall have the right to install at the Station's premises, and to maintain throughout the term of this Agreement, at GLR's sole expense, any additional microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment which GLR deems reasonably necessary for production or delivery of the Programming to the Station. GLR shall be responsible for delivering the Programming to the Station.

1.5. **Payments.** In consideration for its rights hereunder, GLR shall pay to Licensee the fees set forth in Schedule 1.5. Such fees shall be in addition to the other undertakings and obligations of GLR hereunder. GLR shall receive a credit against any payments of the Monthly Fee otherwise due pursuant to this Agreement for the Programming delivered to the Station but not broadcast by the Station in the event that: (a) Licensee preempts more than two (2) hours of the Programming in any consecutive seven (7) day period; (b) there is loss or damage to the Station not attributable to the act or omission of GLR; or (c) a Force Majeure Event causes the Station to be off the air for more than twelve (12) consecutive hours. Such credit shall be determined by multiplying the total payment due for the month in which the Programming was delivered and not broadcast by the ratio of the amount of time for Programming not broadcast to the total time of all Programming delivered to the Station for broadcast during that month. If either GLR or Licensee fails to timely pay any amount within



five (5) days of the due date under this Agreement, such amount shall bear interest at a fluctuating rate equal to the Prime Rate as set by Citibank, N.A. for its preferred commercial customers from the date such amount was due until the date such amount is paid.

1.6. **Term.** The term of this Agreement (the "Term") shall commence on January 25, 2006 (the "Effective Date") and continue until the first to occur of: (a) December 31, 2025, or (b) the termination of this Agreement pursuant to Section 8; provided, however, that GLR shall have the right to extend the Term of this Agreement for successive terms of ten (10) years on the same terms and conditions provided that it gives notice of such extension to Licensee and Licensee Parent at least 180 days prior to the end of the then current term.

1.7. **License to Use Call Sign and Trademarks.** During the Term, Licensee hereby grants GLR an exclusive license to use Licensee's call sign for the Station and other trademarks and names which it owns (the "Marks") in connection with the Programming. All goodwill arising from GLR's use of the Marks shall accrue to the benefit of Licensee. GLR agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the control of Licensee. Upon notice from Licensee of any fact which in its opinion indicates that GLR is using the Marks in a manner which does not conform with Licensee's reasonable quality standards, GLR will immediately conform its use of the Marks to such standards. GLR agrees to notify Licensee promptly in writing of any legal action commenced or threatened against it which relates to the Marks. During the Term, GLR shall not license the Marks to, or permit their use by, any other entity or person other than by GLR and by Licensee in the fulfillment of their respective obligations pursuant to this Agreement.

## 2. OBLIGATIONS AND RESPONSIBILITIES FOR OPERATIONS

2.1. **Licensee Control Over Station Operations.** Licensee shall retain full authority, power, and control over the operations of the Station during the Term of this Agreement, including specifically control over technical operations. Subject to the foregoing, GLR agrees to provide programming and related services to the Station, including: (i) the sale of advertising time on the Station; (ii) coordination of traffic and billing functions; and (iii) other administrative or operational functions consistent with this Agreement.

2.2. **Obligations and Rights of Licensee.** Licensee shall be responsible for the control of the day-to-day technical operations of the Station in conformance with its SCT licenses, permits and authorizations, and for compliance with the SCT's rules and regulations.

2.2.1. **Maintenance of Transmission Facilities.** Licensee shall maintain Station's transmission equipment and facilities, including the antenna, transmitter and transmission line, in good and workable order, consistent with all governmental requirements and the provisions of its Concession, and shall continue its accounts for the delivery of electrical power to the Station's transmitting facilities, subject to reimbursement of such utility expenses by GLR as provided in this Agreement. If GLR needs to obtain a studio transmitter link or similar authorization from either the SCT or the FCC to facilitate GLR's delivery of the Programming to Station's transmitter site, at GLR's expense, Licensee will cooperate reasonably with GLR to file any required application for such authority. If Station suffers loss or damage

of any nature to its equipment or facilities, which results in the interruption of Station's broadcasting or the inability of the Station to operate with its maximum authorized facilities, the Licensee shall immediately notify GLR. Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Station with its maximum authorized facilities as expeditiously as possible following the occurrence of any such loss or damage (but not in respect of repairs necessitated by the negligent acts or omissions of GLR, its employees or agents) and in any event shall use its best efforts to commence such repairs within three (3) days from the occurrence of such loss or damage. During any period that the Station is off the air for more than twelve (12) consecutive hours, GLR shall receive credits to which it is entitled under Section 1.5 of this Agreement. GLR shall indemnify Licensee for any damage (normal wear and tear excepted) to any of its property caused by the negligent acts or omissions of GLR, its employees or agents.

**2.2.2. Station's Call Signs.** If requested by GLR, Licensee will cooperate with GLR to change the call sign of Station in the manner requested by GLR. GLR shall reimburse Licensee for any legal costs and governmental filing fees incurred in connection with such change.

**2.2.3. Compliance with SCT Technical Rules.** Licensee shall retain, on a full time or part time basis, a qualified engineer who shall be responsible for maintaining the transmission and other technical facilities of Station and ensuring compliance by the Station with the technical, operating and reporting requirements established by the SCT.

**2.2.4. Insurance.** Licensee will secure and maintain in full force and effect throughout the Term(s), insurance with responsible and reputable insurance companies covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms to ensure the complete and prompt replacement of any loss or damage that may be sustained by Licensee or to the studio, transmitting equipment or tower and related facilities of the Station.

### **2.3. Obligations and Rights of GLR**

**2.3.1. Programming.** GLR may produce Programming at Licensee's facilities or at its own facilities or it may obtain Programming from third party sources and deliver the Programming to the Station. All rights to the Programming and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested solely in GLR.

**2.3.2. Compliance with Laws and Station Policies.** All Programming will conform in all material respects to all applicable rules, regulations and policies of the SCT, and all other laws or regulations applicable to the broadcast of programming by the Station.

**2.3.3. Cooperation with Licensee.** GLR, on behalf of Licensee, shall furnish, within the Programming, all station identification announcements required by applicable governmental regulation, and shall, upon request by Licensee, provide information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Station to assist Licensee in the preparation of any required programming reports

and will provide other information to enable Licensee to prepare other records, reports and logs required by the SCT, FCC or other local, state or federal governmental agencies.

2.3.4. Pavola and Plugola. To the extent required by applicable law, GLR will provide Licensee in advance with all information known to GLR regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any Programming (including commercial material) to be supplied to Licensee by GLR for broadcast on the Station, unless the party making or accepting such payment is identified in the Programming as having paid for or furnished such consideration, or is otherwise identified in accordance with governmental requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy.

3. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

3.1. Licensee's Responsibility for Employees and Expenses. Licensee will staff the Station such that all of its obligations hereunder and to the SCT can be fulfilled on a timely basis. Licensee will be responsible for all costs for its personnel, as well as associated taxes, subject to reimbursement, if any, as provided in this Agreement. Licensee will be responsible for timely payment of other expenses incurred in the operation of its Station, including without limitation, all lease payments for the Station's main studio and transmitter site and all taxes and other costs incident thereto; all regulatory fees; and any applicable real estate and personal property taxes, utility costs, and maintenance costs, subject to reimbursement by GLR as provided on Schedule 1.5.

3.2. GLR's Responsibility for Employees and Expenses. GLR is responsible for the personnel and material for the production of the Programming, as well as for all other personnel involved in the sale of advertising time and marketing of the Station. GLR will employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in the production of the Programming and the sale of advertising within the Programming. GLR will pay all costs associated with production and listener responses attributable to the Programming, including its own telephone costs, fees to ASCAP, BMI and SESAC, and equivalent Mexican performing rights societies, as well as any other copyright fees (whether directly or pursuant to Schedule 1.5), and all other costs or expenses relating to the Programming.

3.3. No Third Party Beneficiary Rights. No provision of this Agreement is intended to, nor will it be deemed to create, any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with GLR or in respect of any other matter.

4. RESERVED

5. LIMITATIONS.

GLR expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee or Station of any nature whatsoever

6. INDEMNIFICATION

6.1. Indemnification. From and after the Effective Date, GLR and Licensee shall indemnify, defend, protect and hold harmless the other and their respective principals, officers, directors, owners, stockholders, affiliates, agents and representatives (collectively, the "Indemnitees") from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising out of or incident to (a) any programming provided or furnished by such party for broadcast on the Station; (b) any breach by such party of any representation, warranty, covenant or other agreement contained in this Agreement; (c) the activities or negligent acts or omissions of such party, its employees or agents in fulfilling its obligations under this Agreement; or (d) a party's unapproved alteration of any programming provided by the other party for broadcast on the Station. Without limiting the foregoing, each party will indemnify, defend, protect, and hold harmless the Indemnitees from and against Claims for libel, slander, infringement of trademarks, trade names or program titles, violation of privacy rights and infringement or copyrights and other proprietary rights relating to the programming produced or furnished by it hereunder. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

6.2. Procedure for Indemnification. The procedure for indemnification shall be as follows:

6.2.1. Notice. The party seeking indemnification (the "Claimant") shall give notice to the party from whom indemnification is sought (the "Indemnitor") of any claim, whether solely between the parties or brought by a third party, specifying (a) the factual basis for the claim, and (b) the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) days after Claimant becomes, or should have become, aware of the facts giving rise to the claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

6.2.2. Claims Between Parties. With respect to claims between the parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have thirty (30) days to make any investigation of the claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor

and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the thirty (30) day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant, indemnity, or agreement contained in this Agreement.

**6.2.3. Third Party Claims.** With respect to any claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of the claim at its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party claim, Claimant may, but shall have no obligation to, defend or settle such claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any claim for which indemnity was paid.

**6.3. Limitations.** Neither GLR nor Licensee shall have any obligation for any indemnification under this Agreement except upon compliance by the other with the provisions of this Section 6.

**6.4. Survival.** The representations, warranties, covenants, indemnities and agreements contained in this Agreement, or in any certificate, document or instrument delivered pursuant to this Agreement, are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive any termination or expiration of this Agreement as follows; (i) with respect to the representations and warranties hereunder, for a period of two (2) years after any termination or expiration of this Agreement, and (ii) with respect to the covenants, indemnities, and agreements of the parties hereunder, until the same have been discharged in full.

**6.5. Damages; Specific Performance.** In the event of a material breach by any party of its obligations hereunder, the non-breaching party shall be entitled to seek monetary damages against the party in breach. To the extent permitted by law, the non-breaching party shall also be entitled, in addition to a right to seek and collect monetary damages, to obtain specific performance of the terms of this Agreement, in which case the breaching party shall waive the defense that there is an adequate remedy at law.

7. EVENTS OF DEFAULT AND CURE PERIODS

7.1. Events of Default. The following shall, after the expiration of the applicable cure periods as set forth in Section 7.2, each constitute an Event of Default under this Agreement:

7.1.1. Non-Payment. GLR's failure to make any payment when due as set forth in Schedule 1.5 of this Agreement;

7.1.2. Default in Covenants or Adverse Legal Action. If any party (a) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, (b) makes a general assignment for the benefit of creditors, or (c) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days thereafter; or

7.1.3. Breach of Representation. Any material representation or warranty made by any party to this Agreement, or in any certificate or document furnished by any party to the other pursuant to the provisions of this Agreement, that proves to have been false or misleading in any material respect as of the time made or furnished.

7.2. Cure Periods. An Event of Default will not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period; the foregoing 30-day period may be extended with the consent of the non-breaching party for a reasonable period of time if the defaulting party is acting in good faith to cure.

8. TERMINATION

8.1. Termination Upon Default. Upon the occurrence of an uncured Event of Default, in addition to its other rights and remedies at law or in equity, the non-defaulting party may terminate this Agreement, provided that it is not also then in material default of this Agreement.

8.2. Termination Upon Mutual Agreement. Upon the mutual consent of all parties, this Agreement may be terminated.

8.3. Certain Matters Upon Termination.

8.3.1. If this Agreement is terminated prior to, or at, the end of the Term for any reason,

(a) GLR shall assign, transfer and convey to Licensee all of GLR's rights in, to and under contracts that remain in effect on the date of such termination, as well as all times sales agreements and barter agreements existing on the date of such termination



(collectively the "Assumed Contracts"). GLR shall use reasonable efforts to promptly obtain and deliver to Licensee, at GLR's expense, any necessary consents to the assignment of the Assumed Contracts to same; provided, however, that if termination of the Agreement was due to an Event of Default of Licensee, Licensee shall bear all such expense.

(b) Licensee shall assume from GLR all liabilities, obligations and commitments of GLR arising or accruing on or after the date of termination pursuant to the Assumed Contracts, and GLR shall be responsible only for those obligations under the Assumed Contracts arising on or after the Effective Date and prior to the termination of this Agreement.

(c) GLR shall return to Licensee any equipment or property of Station used by GLR, its employees or agents, in substantially the same condition as such equipment existed on the Effective Date, ordinary wear and tear excepted.

(d) Licensee shall have no further obligation to provide to GLR any broadcast time or broadcast transmission facilities and GLR shall have no further obligation to make payments to Licensee under Section 1.5 (subject to payment of all amounts owed to Licensee as of such termination or expiration date). Upon any termination, GLR shall be responsible for all debts and obligations of GLR to third parties based upon the purchase of air time and the use of Licensee's facilities, including, without limitation, accounts payable, barter agreements and unaired advertisements, arising prior to the date of termination, but not for Licensee's income tax obligations or taxes levied upon Licensee's personal property. If any invoice, bill or statement rendered to Licensee after termination or any payment made by GLR before termination relates to expenses incurred for periods before and after such termination, such expenses shall be prorated between GLR and Licensee.

8.3.2. Upon termination, all sums owing GLR or Licensee through the effective date of termination shall be paid but no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 6 of this Agreement or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination or to seek damages or specific performance for Events of Default of the other party.

8.4 Loss or Modification of License. Notwithstanding anything herein to the contrary, if the concession (license) for the Station is revoked or terminated by the SCT, or the parameters of the Station's authorized operation are materially reduced (by way of example, a reduction of more than 15% of its authorized power shall be considered material), at the discretion of GLR, this Agreement may be terminated as of the date of such termination, revocation of license or change in operational parameters.

## 9. REPRESENTATIONS AND WARRANTIES

9.1. Representations, Warranties and Covenants of GLR and Licensee. GLR and Licensee hereby represent and warrant that:

9.1.1. Authorization and Binding Obligation. They each have all necessary power and authority to enter into and perform this Agreement and the transactions

contemplated by this Agreement, and the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on their part and constitutes a valid and binding obligation enforceable against them in accordance with its terms.

**9.1.2. Absence of Conflicting Agreements or Required Consents.** The execution, delivery and performance of this Agreement: (a) do not and will not violate any provisions of their respective organizational documents; (b) do not and will not require the consent or approval of or any filing with any third party or governmental authority, or require a filing with, any governmental authority other than the SCT and the FCC as specified in Schedule 9.1.2; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default, under any agreement, lease, instrument, license or permit to which they are now subject.

**9.1.3. Cooperation.** If this Agreement is challenged in whole or in part in any administrative or judicial forum, counsel for the Licensee and counsel for GLR shall jointly defend the Agreement and the parties shall cooperate fully with such defense.

**9.2 Representations and Warranties of Licensee.** Licensee hereby represents and warrants that:

**9.2.1. Organization and Standing.** It is a corporation duly formed, validly existing and in good standing under the laws of the United Mexican States and has all necessary power and authority to own, lease and operate the Station's assets, and to carry on the business of the Station.

**9.2.2 Fulfillment of Obligations.** Licensee shall cause Station to fully perform the obligations set forth herein for Licensee and Station and, as of the Effective Date and throughout the Term, neither Licensee nor Station will have any agreement, contract, commitment or understanding to broadcast on the Station any programs, commercial or other matter other than that provided pursuant to this Agreement.

**9.2.3 Equipment and Facilities.** As of the Effective Date, and during the Term and any extension thereof, the equipment and facilities of the Station necessary for the proper transmission of the Programming on the Station are, and shall be, in good operating condition, reasonable wear and tear excepted, and are, and shall be, operated at full authorized power in all material respects in accordance with SCT authorizations and requirements. Licensee shall own and maintain all governmental authorizations necessary of the operation of the Station and such shall be in full force and effect throughout the Term.

**9.2.4 Validity of License.** There is not now pending or, to Licensee's knowledge, threatened, any action by a governmental authority or other party to revoke, cancel, suspend, refuse to renew or modify any of its governmental authorizations. Licensee knows of no event which has occurred that allows or, after notice or lapse of time or both would allow, the revocation or termination of any such governmental authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted. Licensee is not in violation of any statute, ordinance, rule, regulation, order or decree



of any governmental authority which violation would have a material adverse effect on Licensee or its assets or its ability to perform this Agreement. Licensee shall not take any action or omit to take any action that would have an adverse impact upon any of its government authorizations or the Licensee, its assets or its ability to perform this Agreement.

**9.2.5 No Incurrence of Debt.** Licensee shall not incur any debt, obligation or liability without the prior written consent of GLR if such undertaking would adversely affect Licensee's performance hereunder or the business or operations of the Station or GLR contemplated hereunder. Licensee shall pay in a timely fashion all of its debts, assessments, fees, fines, levies and taxes as they come due.

**9.3. Representations and Warranties of GLR.** GLR hereby represents and warrants that:

**9.3.1. Organization and Standing.** GLR is a company duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all necessary power and authority to perform its obligations under this Agreement as of the date of execution and on and after the Effective Date.

**9.3.2 Program Rights.** Except as may be notified to Licensee from time to time in accordance with Section 10.8, GLR will have all necessary rights to deliver to, and broadcast on, the Station, the Programming, including any necessary music performance and synchronization rights, and that the broadcast of the Programming on the Station will not infringe on any rights of any third party, including, but not limited to, copyright, patent, trademark, unfair competition, contract, property, defamation, privacy, publicity or "moral rights" (but only to the extent such moral rights are recognized by U.S. law).

## **10. MISCELLANEOUS**

**10.1. Entire Agreement, Amendments.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, broadcasting commitments, or any other understandings between GLR and Licensee with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

**10.2. No Waiver; Remedies Cumulative.** No failure or delay on the part of GLR or Licensee in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this

Agreement are cumulative and are not exclusive of any right or remedies that either may otherwise have.

10.3. Governing Law and Forum. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its principles of conflict of law. In order to enforce the provisions hereof, each of the parties hereto: (i) submits and consents to the personal jurisdiction of any state or federal court located in the Southern District of Florida with respect to any suit, action or proceeding relating to this Agreement or any of the transactions contemplated hereby, which jurisdiction shall constitute the exclusive forum for resolving any such disputes, (ii) waives any objection that such party may now or hereafter have to the lying of venue of any such suit, action or proceeding brought in any such court, and waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum, (iii) waives the right to object that any such court does not have personal jurisdiction over such party, and (iv) consents to the service of process in any such suit, action or proceeding upon the receipt through the United States mail of copies of such process to such party by certified mail to the addresses indicated herein or at such other addresses of which the other parties shall have received written notice.

10.4. No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

10.5. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Upon any approved assignment hereunder, references to the assigning party shall include such assignee, provided, however, that no such assignment shall relieve the assigning party of any obligation hereunder. The respective Indemnitees described in Section 6.1 shall be intended beneficiaries of the indemnity undertakings of the parties in this Agreement.

10.6. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be considered originals.

10.8. Notices. All notices hereunder shall be in writing and shall be deemed given (i) upon receipt, if personally delivered, (ii) upon electronic confirmation of delivery, if transmitted by facsimile, provided such notice is also sent by first class United States mail, and (iii) upon confirmed receipt for any notice delivered by an overnight commercial delivery service, addressed to the respective party at its address set forth below or at such other address as such party shall from time to time designate in writing to the other parties.

If to Licensee and/or Licensee Parent:

W3 Comm Concesionaria, S.A. de C.V.  
c/o Moliere 39-6, Mexico 11560 D.F.  
Fax: 011-52-55-5282-1860  
Attn: Jose Francisco Gutierrez Carmona

With a copy to:

Careva, S.A. de C.V.  
Moliere 39-6, Mexico 11560 D.F.  
Fax: 011-52-55-5282-1860  
Attn: Cristina Cardenas Cornisa

If to GLR:

GLR Broadcasting LLC  
Baypoint Office Tower  
4770 Biscayne Blvd.  
Suite 700  
Miami, FL 33137  
Fax: 305-644-6703  
Attn: Sonia Dula

With a copy to:

Leventhal, Senter & Lerman, PLLC  
2000 K Street, NW  
Suite 600  
Washington, DC 20006  
Fax: 202-293-7783  
Attn: Norman P. Leventhal

10.9. Severability. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. If any provision of this Agreement is deemed to be unenforceable in any jurisdiction, as to such jurisdiction, such provision will be construed to be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and unenforceability in any jurisdiction will not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law now or hereafter in effect which renders any provision of this Agreement unenforceable in any respect.


10.10. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party except that GLR may assign its rights to any entity under common control without the consent of Licensee or Licensee Parent provided that written notice of such assignment is given to Licensee at least thirty (30) days prior thereto.

10.11. Regulatory Changes. In the event that any order or decree of an administrative agency or court that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts to negotiate an amendment to this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to the other party. In the event that the parties are unable to agree upon such an amendment, then this Agreement may be terminated by any party.

IN WITNESS WHEREOF, the parties have executed this Station Operating Agreement as of the date first above written.


GLR SOUTHERN CALIFORNIA LLC

By:

  
Name: SONIA DULA  
Title: President

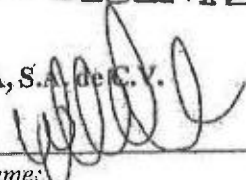
W3 COMM CONCESIONARIA, S.A. de C.V.

By:

  
Name: J. FRANCISCO GUTIERREZ C.  
Title: SECRETARY

CAREVA, S.A. de C.V.

By:

  
Name:  
Title:

SCHEDULE 1.5

During the Term of this Agreement, GLR will pay Licensee an annual fee of [REDACTED], payable in advance in equal amounts of [REDACTED] on or before the first day of each calendar month and prorated for any partial month (the "Monthly Fee") in consideration for GLR's rights under this Agreement.

In addition, GLR will reimburse Licensee's reasonable expenses related to the following items:

1. Insurance expenses (liability and errors and omissions).
2. Tower, transmitter building, studio and office lease payments.
3. Salaries and benefits for all Station personnel employed by Licensee at the Station.
4. Expenses incurred by Licensee to the extent not paid directly by GLR, including, but not limited to, any capital expenditures relating to the maintenance, repair and replacement of the Station's transmitting and studio equipment and other Licensee assets.
5. Miscellaneous Station expenses such as for utilities (electricity, gas, and water) and telephone incurred in the course of the operation of the Station during the Term.

Within thirty (30) days of the presentation by Licensee to GLR of paid invoices for these items, GLR will reimburse Licensee for payments made by it.

Any *pro rata* credit due GLR under the provisions of this Agreement may be offset by GLR against the next Monthly Fee due Licensee hereunder.

Schedule 4.1

Assumed Obligations

None

Schedule 9.1.2

Required Consents or Filings

None

REDACTED - FOR PUBLIC INSPECTION

Exhibit No. 5

GLR Southern California LLC

FCC Form 308

Paragraph 18(a)

November 2006

**SCHEDULE AND QUANTITY OF PROGRAM DELIVERIES**

The programming that is the subject of this application will be transmitted to Station XETRA on a regular basis, twenty-four hours a day, seven days a week.

REDACTED - FOR PUBLIC INSPECTION

Exhibit No. 6

GLR Southern California LLC

FCC Form 308

Paragraph 18(b)

November 2006

**NATURE AND CHARACTER OF PROGRAMMING**

The applicant proposes to provide a full range of Spanish-language programming on Station XETRA, including sports, news, entertainment, public affairs, religious, and educational programming.



ANTI-DRUG ABUSE CERTIFICATION

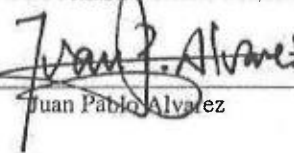
By checking "Yes," the applicant certifies that no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

Yes

No

GLR SOUTHERN CALIFORNIA LLC

By:

  
Juan Pablo Alvarez

Title: Director/President

Date: October 26, 2006

**REDACTED - FOR PUBLIC INSPECTION**

READ INSTRUCTIONS CAREFULLY  
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION  
**REMITTANCE ADVICE**

Approved by OMB  
3060-0589  
Page 1 of 0

(1) LOCK BOX # <b>358175</b>		SPECIAL USE ONLY	
		FCC USE ONLY	
<b>SECTION A - PAYER INFORMATION</b>			
(2) PAYER NAME (if paying by credit card enter name exactly as it appears on the card) <b>Leventhal Senter &amp; Lerman PLLC</b>		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) <b>\$90.00</b>	
(4) STREET ADDRESS LINE NO. 1 <b>2000 K Street, NW</b>			
(5) STREET ADDRESS LINE NO. 2 <b>Suite 600</b>			
(6) CITY <b>Washington</b>		(7) STATE <b>DC</b>	(8) ZIP CODE <b>20006</b>
(9) DAYTIME TELEPHONE NUMBER (include area code) <b>202-416-6773</b>		(10) COUNTRY CODE (if not in U.S.A.)	
<b>FCC REGISTRATION NUMBER (FRN) REQUIRED</b>			
(11) PAYER (FRN) <b>0004054797</b>		(12) FCC USE ONLY	
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C) COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(13) APPLICANT NAME <b>GLR Southern California LLC</b>			
(14) STREET ADDRESS LINE NO. 1 <b>Baypoint Office Tower</b>			
(15) STREET ADDRESS LINE NO. 2 <b>4770 Biscayne Boulevard, Suite 700</b>			
(16) CITY <b>Miami</b>		(17) STATE <b>FL</b>	(18) ZIP CODE <b>33137</b>
(19) DAYTIME TELEPHONE NUMBER (include area code) <b>305-644-6641</b>		(20) COUNTRY CODE (if not in U.S.A.)	
<b>FCC REGISTRATION NUMBER (FRN) REQUIRED</b>			
(21) APPLICANT (FRN) <b>0015682628</b>		(22) FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(23A) CALL SIGN/OTHER ID	(24A) PAYMENT TYPE CODE <b>MBR</b>	(25A) QUANTITY <b>1</b>	
(26A) FEE DUE FOR (PTC) <b>\$90.00</b>	(27A) TOTAL FEE <b>\$90.00</b>	FCC USE ONLY	
(28A) FCC CODE 1	(29A) FCC CODE 2		
(23B) CALL SIGN/OTHER ID	(24B) PAYMENT TYPE CODE	(25B) QUANTITY	
(26B) FEE DUE FOR (PTC)	(27B) TOTAL FEE	FCC USE ONLY	
(28B) FCC CODE 1	(29B) FCC CODE 2		
<b>SECTION D - CERTIFICATION</b>			
CERTIFICATION STATEMENT I, _____, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.			
SIGNATURE _____		DATE _____	
<b>SECTION E - CREDIT CARD PAYMENT INFORMATION</b>			
MASTERCARD _____ VISA _____ AMEX _____ DISCOVER _____			
ACCOUNT NUMBER _____		EXPIRATION DATE _____	
I hereby authorize the FCC to charge my credit card for the service(s)/authorization herein described.			
SIGNATURE _____		DATE _____	

REDACTED - FOR PUBLIC INSPECTION

10190

LEVENTHAL, SENTER & LERMAN P.L.L.C. • SUITE 600 • 2000 K STREET, N.W. • WASHINGTON, D.C. 20006-1809

VOUCHER NO.	DESCRIPTION	DATE	INVOICE NO.	AMOUNT
011299	Federal Communications Commission			
41953	Filing fee	11/02/2006	110206	90.00
				CHECK AMOUNT
				\$90.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

LAW OFFICES  
**LEVENTHAL, SENTER & LERMAN P.L.L.C.**  
 SUITE 600 • 2000 K STREET, N.W.  
 WASHINGTON, D.C. 20006-1809

SUN TRUST  
 65-270/550

10190

DATE  
 11/02/2006

AMOUNT  
 \$90.00

PAY Ninety and NO/100

TO THE  
 ORDER  
 OF  
 Federal Communications Commission

LEVENTHAL, SENTER & LERMAN P.L.L.C.

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈010190⑈ ⑆055002707⑆ 704530759⑈

MLZ42006-01-04



# PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION  
445 12th STREET S.W.  
WASHINGTON D.C. 20554

News media information 202-418-0500  
Internet: <http://www.fcc.gov> (or [ftp.fcc.gov](ftp://ftp.fcc.gov))  
TTY (202) 418-2555

Report No. 325-00210

Wednesday June 14, 2017

## Permit To Deliver Programs To Foreign Broadcast Stations

### re: Actions Taken

The Commission, by its International Bureau, took the following actions pursuant to delegated authority. The effective dates of the actions are the dates specified.

#### INFORMATIVE

325-RWL-20170321-00004

GLR SOUTHERN CALIFORNIA LLC

Granted on June 14, 2017, subject to conditions, application for Section 325 (c) permit by GLR Southern California, LLC, to deliver programming to XEWV-AM, Rosarita, Baja California Norte, Mexico. The station operates on frequency 690 kHz with an authorized power of 77kW (day) and 50 kW (night). The station is licensed to W3 Comm Concessionaria, S.A. de C.V.

Grant of this permit is conditioned upon the Mexican stations operation in full compliance with applicable treaties and related provisions concerning electrical interference to U.S. Broadcast stations.

This authorization is predicated on the use of a foreign station assignment, which must abide by the terms of the 1992 USA-Mexico AM Expanded Band Broadcast Agreement. Hence, this program authorization applies only to the specific foreign station facilities which are currently on file with the Commission as having been officially coordinated by the Secretaría de Comunicaciones y Transportes (SCT) in Mexico and subsequently approved by the Commission for operation. If the transmitter coordinates or technical operating parameters of the foreign station are altered subsequent to this authorization or are found to be different from those currently on file and approved by the Commission, this program authorization will be subject to immediate termination without right to hearing.

For more information concerning this Notice, contact Janice Shields at (202) 418-2153; [Janice.Shields@fcc.gov](mailto:Janice.Shields@fcc.gov); TTY 1-888-835-5322.

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SHANGHAI  
BOSTON  
HOUSTON  
LOS ANGELES  
HANOI  
HO CHI MINH CITY

# Duane Morris<sup>®</sup>

PRIME and AFFILIATE OFFICES

F. REID AVETT  
DIRECT DIAL: +1 202 776 5212  
PERSONAL FAX: +1 202 403 3061  
E-Mail: ravett@duanemorris.com

www.duanemorris.com

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PITTSBURGH  
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LAS VEGAS  
CHERRY HILL  
LAKE TAHOE  
MYANMAR  
OMAN  
A GUY REPRESENTATIVE OFFICE  
OF DUANE MORRIS  
  
MEXICO CITY  
ALLIANCE WITH  
MIRANDA & ESTAVILLO  
SRI LANKA  
ALLIANCE WITH  
GOWERS INTERNATIONAL

June 20, 2018

Federal Communications Commission  
International and Satellite Service  
P.O. Box 979093  
St. Louis, MO 63197-9000

Re: *Form 308 Application for Permit to Deliver Programs to Foreign  
Broadcast Stations – GLR Southern California, LLC – EXPEDITED  
APPROVAL REQUESTED (REVISED)*

Dear Sir or Madam:

On behalf of GLR Southern California, LLC (“Licensee”), Licensee’s parent company GLR Services, Inc. (“Transferor”) and H&H Group USA LLC (“Transferee” and collectively with Licensee and Transferor, “Applicants”), enclosed herewith are a revised copy of an Application for Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) (“Revised Application”) requesting Commission approval of the delivery, via internet protocol, of Licensee’s programming to Mexican radio station XEWW-AM, Rosarito, Baja California Norte, Mexico (the “Station”). The Revised Application is the exact same as the application that was submitted to the Commission on June 13, 2018 (“Original Application”), other than the inclusion of signed certification pages by the Licensee, Transferor and Transferee in lieu of the verifications and certifications by such Applicants. Please refer to the June 13, 2018 letter to you from Paige Fronabarger of Wilkinson, Barker & Knauer LLP for additional details on the contemplated transactions. A copy of such June 13, 2018 letter is also enclosed herewith.

Should you have any questions regarding this matter, please contact the undersigned.

Very truly yours,



Reid Avett

Enclosures

DUANE MORRIS LLP

505 9TH STREET, N.W., SUITE 1000 WASHINGTON, D.C. 20004-2166

PHONE: +1 202 776 7800 FAX: +1 202 776 7801

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Federal Communications Commission  
Washington, D.C. 20554

APPROVED BY OMB  
OMB Control Number  
3060-1133

Instructions For FCC 308  
Application For Permit To Deliver Programs to Foreign Broadcast Stations

- A. This form is to be used in applying under Section 325(c) of the Communications Act of 1934, as amended, for authority to locate, use, or maintain a studio in the United States for the purpose of supplying program material to a foreign radio or TV broadcast station whose signals are consistently received within the United States, or for extension of existing authority.
- B. File in DUPLICATE with the Federal Communications Commission, Washington, D.C. 20554.
- C. If the applicant holds a valid radio or TV broadcast station license or construction permit, an Informal application (in letter form) may be used in lieu of this form. Any such Informal application, however, must include full responses to items 17 and 18.
- D. If programs to be delivered to foreign station(s) are of a continuing nature (rather than isolated special events), notice thereof must be published and proof of publication submitted in accordance with Section 73.3580 of the Commission's Rules.
- E. This application must be personally signed by the applicant, if an individual; by a partner, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member (who is an officer), if the applicant is an unincorporated association; by a duly elected or appointed official empowered to do so under the laws of the jurisdiction. If the applicant is a government entity, or by the applicant's attorney in case of the applicant's physical disability or absence from the United States. If the attorney signs, he/she must separately set forth the reasons why the application is not signed by the applicant. Matters stated by attorneys on behalf (rather than personal knowledge) must be supported by the reasons for such belief.
- F. Answer all paragraphs, and attach and number any required exhibit(s). Incomplete applications will be returned. Paragraphs which are not applicable should be answered "D/N/A". If application is for extension of existing authority and information previously supplied is still accurate and complete, reference may be made under individual paragraphs to information "On File."
- G. Authority to deliver programs to foreign broadcast stations is not granted or extended for periods of more than one year.

Instructions for FCC 308 (Page 1)  
Month / Year

HNH-007-000234

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### FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended.

The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed or designated for hearing.

If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain this Authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(a)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCT 11, 1995, 44 U.S.C. 3507.

### FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take 1 - 2 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this burden estimate, or on how we can improve the collection and reduce the burden it causes you, e-mail them to [pra@fcc.gov](mailto:pra@fcc.gov) or send them to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Project (3060-1133), Washington, DC 20554. Please DO NOT SEND COMPLETED APPLICATIONS TO THIS ADDRESS. Remember - you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-1133.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCTOBER 1, 1995, 44 U.S.C. 3507.

Instructions for FCC 308 (Page 2)  
Month / Year

HNH-007-000235

FOR COMMISSION USE ONLY  
File No.

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS  
(Carefully read instructions before filling out Form-RETURN ONLY FORM TO FCC)

1. Name of Applicant Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

GLR Southern 8 The Drawbridge Woodbury, NY 11797 516-921-8888  
California, LLC

2. Name and address to whom communication should be sent if different from item 1.

Name Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

3. Legal identity of applicant: (only check one box)

Individual  Partnership  Corporation  Government Entity  Other

If other specify: Limited Liability Company

4. Application is for:  New Authorization  Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? N/A   YES NO

6. If applicant is a partnership, are all partners citizens of the United States: N/A   YES NO

7. If applicant is a corporation:

a. Under laws of what state was it organized:

b. Is more than one-fifth of the capital stock of the corporation owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?   YES NO

c. Is any officer or director of the corporation an alien?   YES NO

If the answer is Yes, give the following for each:

Name Nationality Position

FCC 308  
Month/Year



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d. Is applicant directly or indirectly controlled by any other corporation?   YES NO

If the answer is Yes, give the following for the controlling corporation

Name Address State in which organized

e. Is more than one-fourth of the capital stock of the controlling corporation either owned of record, or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?   YES NO

f. Is any officer or more than one-fourth of the directors of the corporation an alien?   YES NO

If the answer is Yes, give the name, nationality and position of each and give the total number of directors of the corporation.

Name Nationality Position Number of Directors

g. Is the above-described controlling corporation in turn a subsidiary?   YES NO

If the answer is Yes, attach as Exhibit No. additional information answering the holding company questions in this paragraph for each company, including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following:

Total number of members Number of Alien Members (if any)

See Exhibit A - two U.S. members

b. State the following for alien officers or directors (if any):

Name Nationality Position

9. a. What is applicant's principal business? Radio program supplier
- b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the Commission?
- If the answer is Yes, attach Exhibit No. \_\_\_\_\_ giving full particulars.   YES NO
10. Is applicant a representative of an alien or of a foreign government?   YES NO
- If the answer is Yes, explain.
11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any court?   YES NO
- b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency?   YES NO
- If the answer to (a) and/or (b) is Yes, explain:
12. a. Has applicant or any party to this application been found guilty of any felony by any court?   YES NO
- b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and or unfair methods of competition?   YES NO
- If the answer to (a) and or (b) is Yes, explain.

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13. a. Address of studio or other place at which programs will originate:  
3810 Durbin Street, Irwindale, CA 91708
- b. Telephone contact number:  
516-921-8668
- c. Email address: [vhuc@hheaptelpartners.com](mailto:vhuc@hheaptelpartners.com)
14. State ownership of originating facilities: GLR Southern California, LLC
15. a. Describe the means whereby programs will be delivered to foreign station(s), including the names of any interconnecting common carriers.

- Means of Transmissions include but are not limited to the following:
- Dedicated Wireline
  - Internet (IP)
  - Public Switched Telephone Network (PSTN)
  - Private Microwave
  - Private Radio (remote pickup)
  - Common Carrier Microwave
  - Common Carrier Radio
  - Satellite
  - Or combination of methods

- b. List all call signs of private transmitters in the United States: N/A

Call Sign	Company Name

Form 308 (Page 4)  
Month/Year

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15. Coordinated foreign station to which programs will be provided:

Call sign: XEWV-AM City: Rosarito, Baja California Norte, Mexico

AM Station

Frequency (kHz): 590

	<u>Daytime</u>	<u>Nighttime</u>
Coordinates:	32° 17' 52" NL	32° 17' 52" NL
	117° 01' 48" WL	117° 01' 48" WL

Operating power: 77 kW 50 kW

FM Station:

Frequency: Channel: Class:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates ° ' " NL ° ' " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

TV Station:

Channel:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates ° ' " NL ° ' " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

Form 306 (Page 5)  
Month/Year

17. Attach as Exhibit No. B a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
18. a. Attach as Exhibit No. C a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours, per day week and or month during which the foreign station(s) involved will broadcast such programs.  
b. Attach as Exhibit No. D a detailed description of the nature and character of the programming proposed and the language to be employed.
19. **Anti-Drug Abuse Act Certification.** Assignee/transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862.
20. **Equal Employment Opportunity (EEO).** If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this applicant a Model EEO Program Report on FCC Form 396-A.

---

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this \_\_\_\_\_ day of June, 2018.

GLR Southern California, LLC

(Name of Applicant)

By

  
(Signature)

General Manager

(Title)

Name: Daniel Anido

x

WILLFUL FALSE STATEMENTS MADE ON THIS FORM  
ARE PUNISHABLE BY FINE AND IMPRISONMENT.  
U.S. CODE, TITLE 18, SECTION 1001.

REDACTED - FOR PUBLIC INSPECTION

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No. of form	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which)	Official Title
A - D		Daniel Anido All exhibits were prepared under the direction of [ ]	General Manager

Form 308 (Page 6)  
Month/Year

17. Attach as Exhibit No. B a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
18. a. Attach as Exhibit No. C a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours, per day week and or month during which the foreign station(s) involved will broadcast such programs.  
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20. **Equal Employment Opportunity (EEO).** If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this applicant a Model EEO Program Report on FCC Form 396-A.

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CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this \_\_\_\_\_ day of June, 2018.

GLR Services, Inc.  
(Name of Applicant)

By



(Signature)

General Manager  
(Title)

Name: Daniel Anido

WILLFUL FALSE STATEMENTS MADE ON THIS FORM  
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U.S. CODE, TITLE 18, SECTION 1001.

REDACTED - FOR PUBLIC INSPECTION

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Exhibit No.	Para. No of form	Name of officer or employee(1) by whom or(2) under whose direction exhibit was prepared (show which)	Official Title
A - D		All exhibits were prepared under the direction <input checked="" type="checkbox"/> Daniel Anido	General Manager

Form 308 (Page 6)  
Month/Year



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20. **Equal Employment Opportunity (EEO).** If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this applicant a Model EEO Program Report on FCC Form 386-A.


CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this 17 day of June, 2018.

H&H Group USA LLC  
(Name of Applicant)

By

  
(Signature)

President

(Title)

Name: Vivian Huo

WILLFUL FALSE STATEMENTS MADE ON THIS FORM  
ARE PUNISHABLE BY FINE AND IMPRISONMENT.  
U.S. CODE, TITLE 18, SECTION 1001.

REDACTED - FOR PUBLIC INSPECTION

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No of form	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which)	Official Title
A - D		All exhibits were prepared under the direction of Vivian Huo	President of H&H Group USA LLC

Form 308 (Page 6)  
Month/Year

GLR Southern California, LLC  
FCC Form 308  
Exhibit A  
June 2018

Alien Ownership

There is no alien ownership. Applicant, GLR Southern California, LLC is a Delaware limited liability company which will be 100% owned by H&H Group USA LLC, a New York limited liability company. Vivian Huo, a U.S. citizen owns 97% of the membership interests in H&H Group USA LLC. Julian Sant, a U.S. citizen owns 3% of the membership interests in H&H Group USA LLC.

GLR Southern California, LLC  
FCC Form 308  
Exhibit B  
June 2018

Legal Relationship with Foreign Station

GLR Southern California, LLC is a Delaware limited liability company ("Applicant") and a wholly-owned subsidiary of GLR Services, Inc. ("GLR Services"), a Delaware corporation. GLR Services has agreed to sell 100% of its equity in Applicant to H&H Group USA LLC ("Buyer") in a closing that is expected to occur in mid-July of 2018. Since consummation of the indirect transfer of control of Applicant will cause Applicant's current 325(c) permit to terminate, Applicant is seeking a new permit to become effective at the closing of such sale.<sup>1</sup>

Applicant currently owns 49.00% of the issued and outstanding shares in W3 Comm Concesionaria, S.A. de C.V. ("W3 Comm Concesionaria"), the licensee of Mexican radio station XEWW-AM, Rosarito, Baja California Norte, Mexico (the "Station"). Applicant also owns 99% of the equity of W3 Comm Inmobiliaria, S.A. de C.V. ("W3 Comm Inmobiliaria") which holds the operating assets of the Station in Mexico. Applicant currently provides programming to the Station pursuant to that certain Station Programming and Sales Agreement dated January 25, 2006 between Applicant, W3 Comm Concesionaria, and Careva, S.A. de C.V. which, through an intermediate company, owns the controlling interest in W3 Comm Concesionaria ("Programming Agreement"), a copy of which is currently on file with the Commission. Since the transaction involves the sale of equity in Applicant, the Programming Agreement will remain in place and not be impacted.

---

<sup>1</sup> Applicant currently holds a 325(c) permit to deliver programming to the Station, initially granted by the Commission on March 2, 2007, and most recently renewed on June 14, 2017 (See, FCC File No 325-RWL-20170321-00004).

REDACTED - FOR PUBLIC INSPECTION

GLR Southern California, LLC  
FCC Form 308  
Exhibit C  
June 2018

Schedule and Quantity of Program Deliveries

The programming that is the subject of this application will be transmitted by Station XEWW-AM on a regular basis, 24 hours/day, 7 days/week.

HNH-007-000249

GJR Southern California, LLC  
FCC Form 308  
Exhibit D  
June 2018

Nature and Character of Programming

The Applicant proposes to provide a full range of Mandarin Chinese language programming on station XEWW-AM including music, entertainment, weather report, local (LA) traffic report and local Chinese community news.

WILKINSON ) BARKER ) KNAUER ) LLP

1800 M STREET, NW  
SUITE 800N  
WASHINGTON, DC 20036  
TEL 202.783.4141  
FAX 202.783.5851  
WWW.WBKLA.COM  
PAIGE K. FRONABARGER  
202.363.3396  
PFRONABARGER@WBKLA.COM

June 13, 2018

**BY FEDERAL EXPRESS**

Federal Communications Commission  
International and Satellite Service  
P.O. Box 979093  
St. Louis, MO 63197-9000

Re: *Form 308 Application for Permit to Deliver Programs to Foreign  
Broadcast Stations – GLR Southern California, LLC – EXPEDITED  
APPROVAL REQUESTED*

Dear Sir or Madam:

On behalf of GLR Southern California, LLC ("Licensee"), Licensee's parent company GLR Services, Inc. ("Transferor") and H&H Group USA LLC ("Transferee" and collectively with Licensee and Transferor, "Applicants"), enclosed herewith are an original and one copy of an Application for Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) ("New Permit") requesting Commission approval of the delivery, via internet protocol, of Licensee's programming to Mexican radio station XEWW-AM, Rosarito, Baja California Norte, Mexico (the "Station").

Licensee currently holds a 325(c) permit to deliver programming to the Station, initially granted by the Commission on March 2, 2007, and most recently renewed on June 14, 2017 ("Existing Permit").<sup>1</sup> Transferor has agreed to sell 100% of its equity in Licensee to Transferee ("Equity Sale"). Closing for the Equity Sale is expected to occur in mid-July of 2018. Upon consummation of the Equity Sale, Licensee will become a wholly-owned subsidiary of Transferee (and thereby acquire the operational assets currently associated with the Station).

Applicants request the expeditious grant of the New Permit on the terms provided in the enclosed application. Applicants further request that the Commission refrain from terminating the Existing Permit and making the New Permit effective until it receives notification from Applicants that the Equity Sale has closed. Other than the changes in ultimate ownership of Licensee, programming language, U.S. studio location and transmission modality for delivering

---

<sup>1</sup> See, FCC File No 325-RWL-20170321-00004

WILKINSON ) BARKER ) KNAUER ) LLP

Federal Communications Commission  
June 13, 2018  
Page 2

the programming from the United States to the Station, Licensee's operations under the New Permit will be consistent with the terms of Existing Permit.

Enclosed is a check for \$105.00 made payable to the Federal Communications Commission to cover the applicable fee. Should you have any questions regarding this matter, please contact the undersigned.

Sincerely,

A handwritten signature in black ink that reads "Paige K. Fronabarger". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Paige K. Fronabarger

Enclosures



WILKINSON ) BARKER ) KNAUER ) LLP

1800 M STREET, NW  
SUITE 800N  
WASHINGTON, DC 20036  
TEL 202.783.4141  
FAX 202.783.5851  
WWW.WBKLLAW.COM  
PAIGE K. FRONABARGER  
202.383.3396  
PFRONABARGER@WBKLLAW.COM

June 13, 2018

BY FEDERAL EXPRESS

Federal Communications Commission  
International and Satellite Service  
P.O. Box 979093  
St. Louis, MO 63197-9000

Re: *Form 308 Application for Permit to Deliver Programs to Foreign  
Broadcast Stations – GLR Southern California, LLC · EXPEDITED  
APPROVAL REQUESTED*

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WILKINSON ) BARKER ) KNAUER ) LLP

Federal Communications Commission  
June 13, 2018  
Page 2

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Sincerely,



Paige K. Fronabarger

Enclosures

Federal Communications Commission  
Washington, D.C. 20554

APPROVED BY OMB  
OMB Control Number  
3050-1133

Instructions For FCC 308  
Application For Permit To Deliver Programs to Foreign Broadcast Stations

- A. This form is to be used in applying under Section 325(c) of the Communications Act of 1934, as amended, for authority to locate, use, or maintain a studio in the United States for the purpose of supplying program material to a foreign radio or TV broadcast station whose signals are consistently received within the United States, or for extension of existing authority.
- B. File in DUPLICATE with the Federal Communications Commission, Washington, D.C. 20554.
- C. If the applicant holds a valid radio or TV broadcast station license or construction permit, an informal application (in letter form) may be used in lieu of this form. Any such informal application, however, must include full responses to items 17 and 18.
- D. If programs to be delivered to foreign station(s) are of a continuing nature (rather than isolated special events), notice thereof must be published and proof of publication submitted in accordance with Section 73.3580 of the Commission's Rules.
- E. This application must be personally signed by the applicant, if an individual; by a partner, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member (who is an officer), if the applicant is an unincorporated association; by a duly elected or appointed official empowered to do so under the laws of the jurisdiction, if the applicant is a government entity; or by the applicant's attorney in case of the applicant's physical disability or absence from the United States. If the attorney signs, he/she must separately set forth the reasons why the application is not signed by the applicant. Matters stated by attorneys on behalf (rather than personal knowledge) must be supported by the reasons for such belief.
- F. Answer all paragraphs, and attach and number any required exhibit(s). Incomplete applications will be returned. Paragraphs which are not applicable should be answered "DINIA". If application is for extension of existing authority and information previously supplied is still accurate and complete, reference may be made under individual paragraphs to information "On File."
- G. Authority to deliver programs to foreign broadcast stations is not granted or extended for periods of more than one year.

Instructions for FCC 308 (Page 1)  
Month /Year

## REDACTED - FOR PUBLIC INSPECTION

### FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended.

The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed or designated for hearing.

If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain this Authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(a)(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCT 11, 1995, 44 U.S.C. 3507.

### FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take 1 - 2 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this burden estimate, or on how we can improve the collection and reduce the burden it causes you, e-mail them to [pra@fcc.gov](mailto:pra@fcc.gov) or send them to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Project (3060-1133), Washington, DC 20554. Please DO NOT SEND COMPLETED APPLICATIONS TO THIS ADDRESS. Remember -- you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-1133.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCTOBER 1, 1995, 44 U.S.C. 3507.

Instructions for FCC 308 (Page2)  
Month /Year

**FOR COMMISSION USE ONLY**  
File No.

United States of America  
Federal Communications Commission  
Washington, D.C. 20554

**APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS**  
(Carefully read instructions before filling out Form-RETURN ONLY FORM TO FCC)

1. Name of Applicant Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

GLR Southern 6 The Drawbridge Woodbury, NY 11797 516-921-8668  
California, LLC

2. Name and address to whom communication should be sent if different from Item 1.

Name Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

3. Legal identity of applicant: (only check one box)

Individual  Partnership  Corporation  Government Entity  Other

If other specify: **Limited Liability Company**

4. Application is for:

New Authorization  Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? N/A  YES  NO

6. If applicant is a partnership, are all partners citizens of the United States? N/A  YES  NO

7. If applicant is a corporation:

a. Under laws of what state was it organized:

b. Is more than one-fifth of the capital stock of the corporation owned or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?  YES  NO

c. Is any officer or director of the corporation an alien?  YES  NO

If the answer is Yes, give the following for each:

Name Nationality Position

FCC 305  
Month/Year

REDACTED - FOR PUBLIC INSPECTION

d. Is applicant directly or indirectly controlled by any other corporation?  YES  NO

If the answer is Yes, give the following for the controlling corporation

Name	Address	State in which organized
------	---------	--------------------------

e. Is more than one-fourth of the capital stock of the controlling corporation either owned of record, or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?  YES  NO

f. Is any officer or more than one-fourth of the directors of the corporation an alien?  YES  NO

If the answer is Yes, give the name, nationality and position of each and give the total number of directors of the corporation.

Name	Nationality	Position	Number of Directors
------	-------------	----------	---------------------

g. Is the above-described controlling corporation in turn a subsidiary?  YES  NO

If the answer is Yes, attach as Exhibit No. .... additional information answering the holding company questions in this paragraph for each company, including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following:

Total number of members	Number of Alien Members (if any)
-------------------------	----------------------------------

See Exhibit A - two U.S. members

b. State the following for alien officers or directors (if any):

Name	Nationality	Position
------	-------------	----------

FCC 308 (Page 2)  
Month/Year

REDACTED - FOR PUBLIC INSPECTION

9. a. What is applicant's principal business? Radio program supplier

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the Commission?

If the answer is Yes, attach Exhibit No. \_\_\_\_\_ giving full particulars.

YES  NO

10. Is applicant a representative of an alien or of a foreign government?

If the answer is Yes, explain.

YES  NO

11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any court?

b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency?

If the answer to (a) and/or (b) is Yes, explain:

YES  NO

YES  NO

12. a. Has applicant or any party to this application been found guilty of any felony by any court?

b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and/or unfair methods of competition?

If the answer to (a) and/or (b) is Yes, explain.

YES  NO

YES  NO

FCC 308 (Page 3)  
Month/Year

13. a. Address of studio or other place at which programs will originate:  
**3810 Durbin Street, Irwindale, CA 91706**
- b. Telephone contact number:  
**518-921-8668**
- c. Email address: **vhuc@hhsptalpartners.com**
14. State ownership of originating facilities **GLR Southern California, LLC**
15. a. Describe the means whereby programs will be delivered to foreign station(s), including the names of any interconnecting common carriers.

- Means of Transmissions include but are not limited to the following:
- Dedicated Wireline
  - Internet (IP)
  - Public Switched Telephone Network (PSTN)
  - Private Microwave
  - Private Radio (remote pickup)
  - Common Carrier Microwave
  - Common Carrier Radio
  - Satellite
  - Or combination of methods

- b. List all call signs of private transmitters in the United States **N/A**

Call Sign	Company Name

Form 308 (Page 4)  
Month/Year



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16. Coordinated foreign station to which programs will be provided:

Call sign: XEWW-AM City: Rosarito, Baja California Norte, Mexico

AM Station

Frequency (kHz): 690

	<u>Daytime</u>	<u>Nighttime</u>
Coordinates:	32° 17' 52" NL 117° 01' 48" WL	32° 17' 52" NL 117° 01' 48" WL

Operating power: ..... 77 kW ..... 50 kW .....

FM Station:

Frequency: Channel: Class:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates: ° ' " NL ° ' " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

TV Station:

Channel:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates: ° ' " NL ° ' " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

Form 308 (Page 5)  
Month/Year

17. Attach as Exhibit No. B a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
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19. **Anti-Drug Abuse Act Certification.** Assignee/transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5201 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 852.
20. **Equal Employment Opportunity (EEO).** If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this applicant a Model EEO Program Report on FCC Form 388-A.

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
(Name of Applicant) \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

SEE ATTACHED  
 VERIFICATIONS AND  
 CERTIFICATIONS FROM  
 APPLICANTS

WILLFUL FALSE STATEMENTS MADE ON THIS FORM  
 ARE PUNISHABLE BY FINE AND IMPRISONMENT.  
 U.S. CODE, TITLE 18, SECTION 1001.

EXHIBITS furnished as required by this form:

Exhibit No.	Title of Exhibit	Form of Exhibit as required (1) by section 101.2	Class of Title
		(insert title and description of exhibit - see paragraph 18(b) above)	

Form 308 (Page 5)  
 Month/Year

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take 1 - 2 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this burden estimate, or on how we can improve the collection and reduce the burden it causes you, e-mail them to [prg@fcc.gov](mailto:prg@fcc.gov) or send them to the Federal Communications Commission, AMD-FERM, Paperwork Reduction Project (3060-1133), Washington, DC 20554. Please DO NOT SEND COMPLETED APPLICATIONS TO THIS ADDRESS. Remember - you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-1133.

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GLR Southern California, LLC  
FCC Form 308  
Exhibit A  
June 2018

Alien Ownership

There is no alien ownership. Applicant, GLR Southern California, LLC is a Delaware limited liability company which will be 100% owned by H&H Group USA LLC, a New York limited liability company. Vivian Huo, a U.S. citizen owns 97% of the membership interests in H&H Group USA LLC. Julian Sant, a U.S. citizen owns 3% of the membership interests in H&H Group USA LLC.

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FCC Form 308  
Exhibit B  
June 2018

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<sup>1</sup> Applicant currently holds a 325(c) permit to deliver programming to the Station, initially granted by the Commission on March 2, 2007, and most recently renewed on June 14, 2017 (*See, FCC File No 325-RWL-20170321-00004*).

GLR Southern California, LLC  
FCC Form 308  
Exhibit C  
June 2018

Schedule and Quantity of Program Deliveries

The programming that is the subject of this application will be transmitted by Station XEWW-AM on a regular basis, 24 hours/day, 7 days/week.


GLR Southern California, LLC  
FCC Form 308  
Exhibit D  
June 2018

Nature and Character of Programming

The Applicant proposes to provide a full range of Mandarin Chinese language programming on station XEWW-AM including music, entertainment, weather report, local (LA) traffic report and local Chinese community news.

ANTI-DRUG ABUSE ACT CERTIFICATION

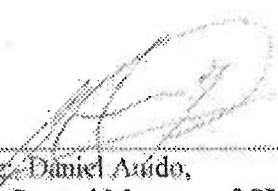
GLR Southern California, LLC, certifies that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

By:   
Name: Daniel Anido,  
Title: General Manager of  
GLR Southern California

Date: June 12 / 2018

ANTI-DRUG ABUSE ACT CERTIFICATION

GLR Services, Inc. certifies that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

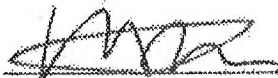
By:   
Name: Daniel Auido,  
Title: General Manager of GLR Services, Inc.

Date: Jan 12 / 2018



ANTI-DRUG ABUSE ACT CERTIFICATION

H&H Group USA LLC certifies that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

By: 

Name: Vivian Huo,

Title: President of H&H Group USA LLC

Date: 6/8/2018

VERIFICATION


I, Daniel Anido, am the General Manager of GLR Southern California, LLC. ("Target"). As such I am authorized to execute this Verification on behalf of Target. The portions of the foregoing filing relating to Target and the transactions described therein have been prepared pursuant to my direction and control and I have reviewed the contents thereof. I hereby declare that the factual statements and representations made therein by and concerning Target and the transactions described therein are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Name: Daniel Anido,  
Title: General Manager of  
GLR Southern California, LLC.

*June 12 / 2011*  
\_\_\_\_\_  
Date

VERIFICATION

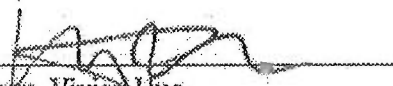
I, Daniel Anido, am the general Manager of GLR Services, Inc. ("Transferor"). As such I am authorized to execute this Verification on behalf of Transferor. The portions of the foregoing filing relating to Transferor and the transactions described therein have been prepared pursuant to my direction and control and I have reviewed the contents thereof. I hereby declare that the factual statements and representations made therein by and concerning Transferor and the transactions described therein are true and correct to the best of my knowledge, information and belief.

  
\_\_\_\_\_  
Name: Daniel Anido,  
Title: General Manager of GLR Services, Inc.

June 19 / 2016  
\_\_\_\_\_  
Date

VERIFICATION

I, Vivian Huo, am the President of H&H Group USA LLC ("Transferee"). As such I am authorized to execute this Verification on behalf of Transferee. The portions of the foregoing filing relating to Transferee and the transactions described therein have been prepared pursuant to my direction and control and I have reviewed the contents thereof. I hereby declare that the factual statements and representations made therein by and concerning Transferee (and GLR Southern California, LLC post-closing) and the transactions described therein are true and correct to the best of my knowledge, information and belief.

  
Name: Vivian Huo,  
Title: President of H&H Group USA LLC

6/8/2018  
Date

READ INSTRUCTIONS CAREFULLY  
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION  
REMITTANCE ADVICE  
FORM 159

REDACTED - FOR PUBLIC INSPECTION

Approved by OMB  
306A-0589  
Page No. 1 of 2

(1) LOCKBOX # <b>979093</b>		SPECIAL USE ONLY	
		FCC USE ONLY	
<b>SECTION A - PAYER INFORMATION</b>			
(2) PAYER NAME (if paying by credit card enter name exactly as it appears on the card) <b>Wilkinson Barker Knauer LLP</b>		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) <b>\$105.00</b>	
(4) STREET ADDRESS LINE NO. 1 <b>1800 M Street, NW, Suite 800N</b>			
(5) STREET ADDRESS LINE NO. 2			
(6) CITY <b>Washington</b>		(7) STATE <b>DC</b>	(8) ZIP CODE <b>20036</b>
(9) DAYTIME TELEPHONE NUMBER (include area code) <b>202-783-4141</b>		(10) COUNTRY CODE (if not in U.S.A.)	
<b>FCC REGISTRATION NUMBER (FRN) REQUIRED</b>			
(11) PAYER (FRN) <b>0003775731</b>		(12) FCC USE ONLY	
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C) COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(13) APPLICANT NAME <b>GLR Southern California, LLC</b>			
(14) STREET ADDRESS LINE NO. 1 <b>3810 Durbin Street</b>			
(15) STREET ADDRESS LINE NO. 2			
(16) CITY <b>Irwindale</b>		(17) STATE <b>CA</b>	(18) ZIP CODE <b>91706</b>
(19) DAYTIME TELEPHONE NUMBER (include area code) <b>917-770-9186</b>		(20) COUNTRY CODE (if not in U.S.A.)	
<b>FCC REGISTRATION NUMBER (FRN) REQUIRED</b>			
(21) APPLICANT (FRN) <b>0015682628</b>		(22) FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(23A) CALL SIGN/OTHER ID <b>Section 325(c) app.</b>	(24A) PAYMENT TYPE CODE <b>MBR</b>	(25A) QUANTITY <b>1</b>	
(26A) FEE DUE FOR (PTC) <b>\$105.00</b>	(27A) TOTAL FEE <b>\$105.00</b>	FCC USE ONLY	
(28A) FCC CODE 1		(29A) FCC CODE 2	
(23B) CALL SIGN/OTHER ID	(24B) PAYMENT TYPE CODE	(25B) QUANTITY	
(26B) FEE DUE FOR (PTC)	(27B) TOTAL FEE	FCC USE ONLY	
(28B) FCC CODE 1		(29B) FCC CODE 2	
<b>SECTION D - CERTIFICATION</b>			
<b>CERTIFICATION STATEMENT</b> _____, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.			
SIGNATURE _____		DATE _____	
<b>SECTION E - CREDIT CARD PAYMENT INFORMATION</b>			
MASTERCARD _____ VISA _____ AMEX _____ DISCOVER _____			
ACCOUNT NUMBER _____		EXPIRATION DATE _____	
I hereby authorize the FCC to charge my credit card for the service(s)/authorization herein described.			
SIGNATURE _____		DATE _____	



# PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION  
445 12th STREET S.W.  
WASHINGTON D.C. 20554

News media information 202-418-0500  
Internet: <http://www.fcc.gov> (or <ftp.fcc.gov>)  
TTY (202) 418-2555

Report No. 325-00208

Tuesday May 9, 2017

## Permit To Deliver Programs to Foreign Broadcast Stations

### RE: Applications Accepted for Filing

The applications listed herein have been found, upon initial review, to be acceptable for filing. The Commission reserves the right to return any of the applications if, upon further examination, it is determined they are defective and not in conformance with the Commission's Rules and Regulations and its Policies.

#### INFORMATIVE

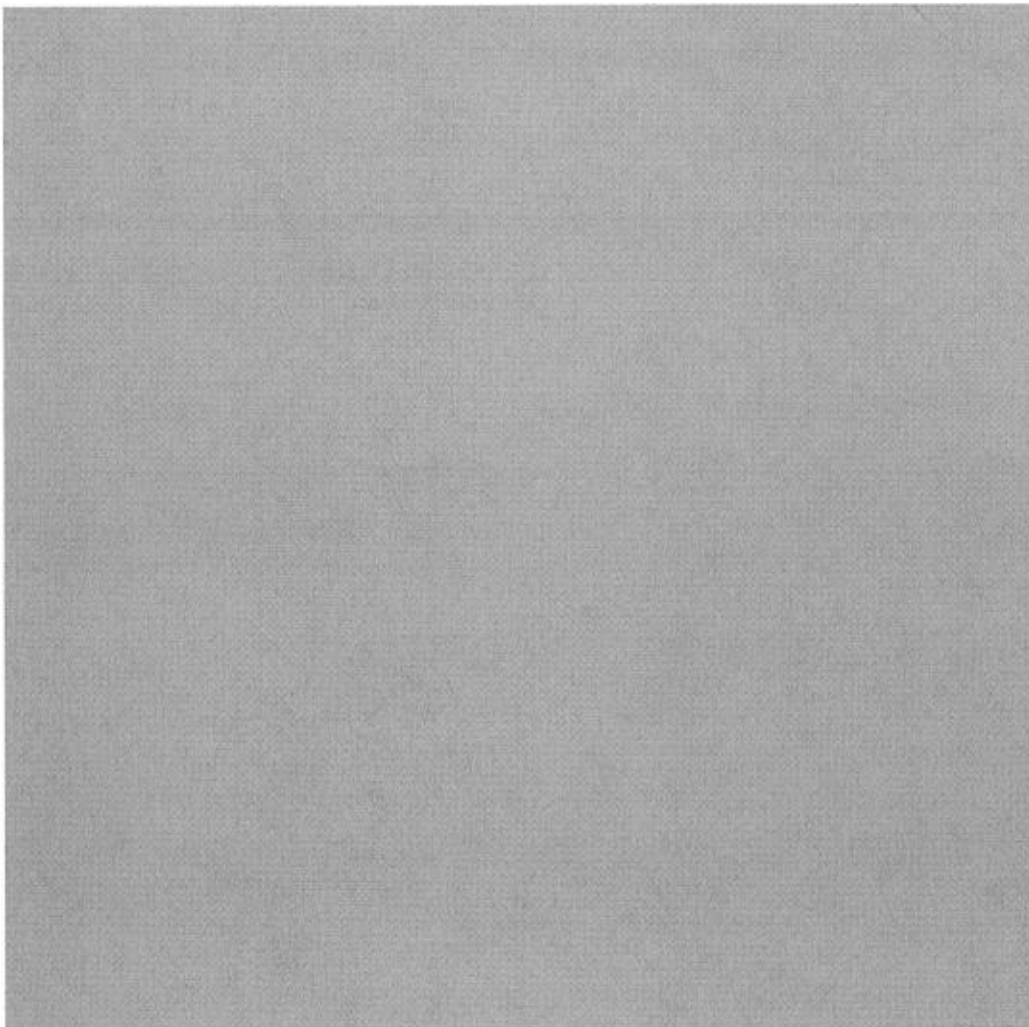
325-RWL-20170321-00004

GLR SOUTHERN CALIFORNIA LLC

Application for 325 c permit by GLR Southern California, LLC to renew authorization to deliver programming to XEWW-AM, Rosaria, Baja California Norte, Mexico. The station operates on frequency 690 kHz with an authorized of power of 77kW (day) and 50 kW (night). The station is licensed to W3 Comm Concessionaria, S.A. de C.V.

Petitions to deny this application must reference the file number associated with the 325(c) application and be on file no later than 30 days from the date of the notice accepting this Application for filing. Guidelines for filings are available at: [www.fcc.gov/osec](http://www.fcc.gov/osec). Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail (although we continue to experience delays in receiving U.S. Postal Service mail). The Commission's contractor, Natek, Inc., will receive hand-delivered or messenger-delivered paper filings for the Commission's Secretary at 236 Massachusetts Avenue, N. E., Suite 110, Washington, D.C. 20002. The filing hours at this location are 8:00 a.m. to 7:00 p. m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express Mail, and Priority Mail should be addressed to 445 12th Street, SW, Washington, D.C. 20554. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. In addition, please submit one copy of your petition to Janice Shields, FCC, International Bureau, Room 6-B418, 445 12th Street, SW, Washington, D.C. 20554.

For more information concerning this Notice, contact Janice Shields at (202) 418-2153; [Janice.Shields@fcc.gov](mailto:Janice.Shields@fcc.gov); TTY 1-888-835-5322.



**De:** Direccion de Tiempos Oficiales de Radio y Televisión [mailto:tortv@segob.gob.mx]

**Enviado el:** martes, 28 de agosto de 2018 07:01 a.m.

**Para:** [ventas@radiogrupo.com](mailto:ventas@radiogrupo.com); [gacosta@radiogrupo.com](mailto:gacosta@radiogrupo.com); [otromundo660@hotmail.com](mailto:otromundo660@hotmail.com); [radiogrupo@radiogrupo.com](mailto:radiogrupo@radiogrupo.com); [gacosta@radiogrupo.com](mailto:gacosta@radiogrupo.com); [amartinez@radiogrupo.com](mailto:amartinez@radiogrupo.com); [drosales@radiogrupo.com](mailto:drosales@radiogrupo.com); [lgarcia@grupoacir.com.mx](mailto:lgarcia@grupoacir.com.mx); [daniel.colunga@gmail.com](mailto:daniel.colunga@gmail.com); [monica.santos@radiocentro.com](mailto:monica.santos@radiocentro.com); [horariosru@gmail.com](mailto:horariosru@gmail.com); [radiogrupo@radiogrupo.com](mailto:radiogrupo@radiogrupo.com)

**CC:** [Continuidad.mxl@cbc.com.mx](mailto:Continuidad.mxl@cbc.com.mx); [Andres@cbc.com.mx](mailto:Andres@cbc.com.mx); [rosy\\_trillas@yahoo.com](mailto:rosy_trillas@yahoo.com); [karitele14@hotmail.com](mailto:karitele14@hotmail.com);

[rtrillas.@bcn.com](mailto:rtrillas.@bcn.com); [cayala.bcn@mvs.com](mailto:cayala.bcn@mvs.com); [fuerzalatina96@hotmail.com](mailto:fuerzalatina96@hotmail.com); [asanchez@uniradio.com](mailto:asanchez@uniradio.com); [nbecerra@uniradio.com](mailto:nbecerra@uniradio.com); [xaaa1340capital@hotmail.com](mailto:xaaa1340capital@hotmail.com); [maxima1340@yahoo.com.mx](mailto:maxima1340@yahoo.com.mx); [continuidadtij@cbc.com.mx](mailto:continuidadtij@cbc.com.mx); [xebg@cbc.com.mx](mailto:xebg@cbc.com.mx); [jeje1310@gmail.com](mailto:jeje1310@gmail.com); [continuidadxec@hotmail.com](mailto:continuidadxec@hotmail.com); [xec13@prodigy.net.mx](mailto:xec13@prodigy.net.mx); [xepres@prodigy.net.mx](mailto:xepres@prodigy.net.mx); [eliano@prodigy.net.mx](mailto:eliano@prodigy.net.mx); [continuidad@radiolatina.com](mailto:continuidad@radiolatina.com); [elvira\\_aisp2001@yahoo.com](mailto:elvira_aisp2001@yahoo.com); [rosalbamontes@yahoo.com.mx](mailto:rosalbamontes@yahoo.com.mx); [ezear@hotmail.com](mailto:ezear@hotmail.com); [argote\\_luis@yahoo.com.mx](mailto:argote_luis@yahoo.com.mx); [mguardado.bcn@mvs.com.mx](mailto:mguardado.bcn@mvs.com.mx); [fer\\_padilla@mvs.com](mailto:fer_padilla@mvs.com); [malegria@mvs.com](mailto:malegria@mvs.com); [estudiodx@cbc.com.mx](mailto:estudiodx@cbc.com.mx); [rce60@hotmail.com](mailto:rce60@hotmail.com); [fmf921@telnor.net](mailto:fmf921@telnor.net); [emoran.bcn@mvs.com](mailto:emoran.bcn@mvs.com); [xs929\\_fm@hotmail.com](mailto:xs929_fm@hotmail.com); [esalazar@radiatorama.com.mx](mailto:esalazar@radiatorama.com.mx); [mpatron@grupoacir.com.mx](mailto:mpatron@grupoacir.com.mx); [cdelatorre@xekt.com.mx](mailto:cdelatorre@xekt.com.mx); [continuidad@xekt.com.mx](mailto:continuidad@xekt.com.mx); [xektt@yahoo.com.mx](mailto:xektt@yahoo.com.mx); [jmendoza@grupoacir.com.mx](mailto:jmendoza@grupoacir.com.mx); [aavalos@grupoacir.com.mx](mailto:aavalos@grupoacir.com.mx); [radiogallo@hotmail.com](mailto:radiogallo@hotmail.com); [rosalva\\_montes@yahoo.com.mx](mailto:rosalva_montes@yahoo.com.mx); [beto084@hotmail.com](mailto:beto084@hotmail.com); [lfimbres@xekt.com.mx](mailto:lfimbres@xekt.com.mx); [mchahez@radiatorama.com.mx](mailto:mchahez@radiatorama.com.mx); [esalazar@radiatorama.com.mx](mailto:esalazar@radiatorama.com.mx); [mrbgarcia@radiatorama.com.mx](mailto:mrbgarcia@radiatorama.com.mx); [cdelatorre@xekt.com](mailto:cdelatorre@xekt.com); [continuidad@xekt.com](mailto:continuidad@xekt.com); [radiogallo@hotmail.com](mailto:radiogallo@hotmail.com); [mmph@imagen.com.mx](mailto:mmph@imagen.com.mx); [continuidad.tijuana@multimedios.com](mailto:continuidad.tijuana@multimedios.com); [grabaciones.tijuana@multimedios.com](mailto:grabaciones.tijuana@multimedios.com); [xh\\_rmf@telnor.net](mailto:xh_rmf@telnor.net); [radiozetatrece@yahoo.com.mx](mailto:radiozetatrece@yahoo.com.mx); [continuidad@1045radiolatina.com](mailto:continuidad@1045radiolatina.com); [HNH-016-000441](mailto:lazgr</a></p></div><div data-bbox=)

[abacion@hotmail.com](mailto:abacion@hotmail.com); [wjdw\\_salas@hotmail.com](mailto:wjdw_salas@hotmail.com); [fuerzalatina96@hotmail.com](mailto:fuerzalatina96@hotmail.com); [xaaa1340c.apital@hotmail.com](mailto:xaaa1340c.apital@hotmail.com); [maxima1340@yahoo.com.mx](mailto:maxima1340@yahoo.com.mx); [elvira\\_aisp2001@yahoo.com](mailto:elvira_aisp2001@yahoo.com); [rosalbamontes@yahoo.com.mx](mailto:rosalbamontes@yahoo.com.mx); [mpatron@grupoacir.com.mx](mailto:mpatron@grupoacir.com.mx); [musicadenaradio@bajacalifornianorte.com](mailto:musicadenaradio@bajacalifornianorte.com); [xektt@yahoo.com.mx](mailto:xektt@yahoo.com.mx); [jmendoza@grupoacir.com.mx](mailto:jmendoza@grupoacir.com.mx); [aavalos@grupoacir.com.mx](mailto:aavalos@grupoacir.com.mx); [cbrizuela@mvs.com](mailto:cbrizuela@mvs.com); [aideesoto@lavozvz.com.mx](mailto:aideesoto@lavozvz.com.mx); [lavoz@oem.com](mailto:lavoz@oem.com); [csalazar2323@hotmail.com](mailto:csalazar2323@hotmail.com); [rbeatrizgarcia@yahoo.com.mx](mailto:rbeatrizgarcia@yahoo.com.mx); [betancourt1@prodigy.net.mx](mailto:betancourt1@prodigy.net.mx); [rosalba\\_montes@yahoo.com.mx](mailto:rosalba_montes@yahoo.com.mx); [rflores@psnradio.com](mailto:rflores@psnradio.com); [ggalvan@psnradio.com](mailto:ggalvan@psnradio.com); [continuidadxec@yahoo.com.mx](mailto:continuidadxec@yahoo.com.mx); [csalazar2336@hotmail.com](mailto:csalazar2336@hotmail.com); [mguardado.bcn@mvs.com](mailto:mguardado.bcn@mvs.com); [mvaldez@-lavoz.com.mx](mailto:mvaldez@-lavoz.com.mx); [alvarezm@radioformula.com.mx](mailto:alvarezm@radioformula.com.mx); [tijuanaconti@radioformula.com.mx](mailto:tijuanaconti@radioformula.com.mx); [andres@cbc.com.mx](mailto:andres@cbc.com.mx); [xs929\\_fm@yahoo.com.mx](mailto:xs929_fm@yahoo.com.mx); [continuidadxec@hotmail.com](mailto:continuidadxec@hotmail.com); [continuidadxec@yahoo.com.mx](mailto:continuidadxec@yahoo.com.mx); [xec13@prodigy.net.mx](mailto:xec13@prodigy.net.mx); [doris.miranda68@gmail.com](mailto:doris.miranda68@gmail.com); [Michael.sanastacio@gmail.com](mailto:Michael.sanastacio@gmail.com); [publicidadmxl@audioramabc.com](mailto:publicidadmxl@audioramabc.com); [csalazar@audioramabc.com](mailto:csalazar@audioramabc.com); [rflores@psnradio.com](mailto:rflores@psnradio.com); [mexicaliconti@radioformula.com.mx](mailto:mexicaliconti@radioformula.com.mx); [andres@cbc.com.mx](mailto:andres@cbc.com.mx); [traffic@power98jams.com](mailto:traffic@power98jams.com); [jrgonzalezreza@outlook.com](mailto:jrgonzalezreza@outlook.com); [ozatarain@uniradio.com](mailto:ozatarain@uniradio.com); [iparra@audiorama.bc.com](mailto:iparra@audiorama.bc.com); [asanchez@uniradio.com](mailto:asanchez@uniradio.com); [nbecerra@uniradio.com](mailto:nbecerra@uniradio.com); [lperez@uniradio.com](mailto:lperez@uniradio.com); [ctreviño@uniradio.com](mailto:ctreviño@uniradio.com); [continuidad@audioramabaja.com](mailto:continuidad@audioramabaja.com); [beto084@hotmail.com](mailto:beto084@hotmail.com); [beto@los40tijuana.com](mailto:beto@los40tijuana.com); [continuidad@radioramamexicali.com](mailto:continuidad@radioramamexicali.com); [continuidad2@radioramamexicali.com](mailto:continuidad2@radioramamexicali.com); [mmarbella@audioramabc.com](mailto:mmarbella@audioramabc.com); [kmoreno@larsa.com.mx](mailto:kmoreno@larsa.com.mx); [91xtj@prodigy.net.mx](mailto:91xtj@prodigy.net.mx); [erualcaba@larsa.com.mx](mailto:erualcaba@larsa.com.mx); [Transmisor690@gmail.com](mailto:Transmisor690@gmail.com); [continuidad@radioramaensenada.mx](mailto:continuidad@radioramaensenada.mx)

**Asunto:** se envia aviso urgente cadenas nacionales

Ciudad de México, a 27 de agosto de 2018.

## AVISO IMPORTANTE

A TODAS LAS RADIODIFUSORAS DE LA REPÚBLICA  
MEXICANA  
(INCLUYE CIUDAD DE MÉXICO)

### CADENAS NACIONALES SEXTO INFORME DE GOBIERNO DEL 29 DE AGOSTO AL 06 DE SEPTIEMBRE DE 2018

Por este medio y de conformidad con lo establecido en los *Artículos 217, fracción II y 255 de la Ley Federal de Telecomunicaciones y Radiodifusión* y el *Artículo 34, fracción I y XVII del Reglamento Interior de la Secretaría de Gobernación*, le solicito la transmisión de la señal en **Cadena Nacional** de los siguientes mensajes con motivo del Sexto Informe de Gobierno del C. Presidente de la República, Lic. Enrique Peña Nieto, como a continuación se describe:

FECHA	HORARIO (TIEMPO DEL CENTRO)	DURACIÓN	TEMÁTICA
29/08/2018	8:00	2 minutos	Cápsula 5.- Ayotzinapa
	21:00		



30/08/2018	8:00	1:30 minutos	Cápsula 6.- Transparencia y Anticorrupción
	21:00		
31/08/2018	8:00	2 minutos	Cápsula 7.- Casa Blanca
	21:00		
01/09/2018	8:00	2 minutos	Cápsula 4.- Política Electoral y Telecomunicaciones
	21:00		
02/09/2018	8:00	1:30 minutos	Cápsula 9.- Gasolinazo
	21:00		
03/09/2018	8:00	2 minutos	Cápsula 10.- Empleo
	21:00		
04/09/2018	8:00	2:30 minutos	Cápsula 11.- Desastres Naturales
	21:00		
05/09/2018	8:00	2:30 minutos	Cápsula 12.- Infraestructura
	21:00		
06/09/2018	8:00	3 minutos	Cápsula 13.- Cierre
	21:00		

Para la reproducción del audio tendrán que acceder al **streaming** en la plataforma de internet, que podrán localizar en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en la liga:

**TRANSMISIONES: CADENAS NACIONALES STREAMING AUDIO**

Adicionalmente podrán descargar las cápsulas del Sexto Informe de Gobierno en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en el Menú Radio, Submenú /Programaso en la liga: **DESCARGABLES SEXTO INFORME DE GOBIERNO**, Opción Radio.

En caso de tener anomalías con la reproducción del *streaming*, o en la descarga de las cápsulas, favor de comunicarse inmediatamente al centro de atención telefónica con números: **(55) 5140-8174, 5140-8132, 5140-8120, 5140-8176 y 5140-8199** y al correo electrónico [reportesddim@segob.gob.mx](mailto:reportesddim@segob.gob.mx).

**Es recomendable estar pendientes de la señal 20 minutos antes de la hora indicada.**

**A T E N T A M E N T E**

REDACTED - FOR PUBLIC INSPECTION

**DIRECCIÓN GENERAL DE RADIO,  
TELEVISIÓN Y CINEMATOGRAFÍA**

Ciudad de México, a 27 de agosto de 2018.

## AVISO IMPORTANTE

A TODAS LAS RADIODIFUSORAS DE LA REPÚBLICA MEXICANA  
(INCLUYE CIUDAD DE MÉXICO)

### CADENAS NACIONALES SEXTO INFORME DE GOBIERNO DEL 29 DE AGOSTO AL 06 DE SEPTIEMBRE DE 2018

Por este medio y de conformidad con lo establecido en los *Artículos 217, fracción II y 255 de la Ley Federal de Telecomunicaciones y Radiodifusión y el Artículo 34, fracción I y XVII del Reglamento Interior de la Secretaría de Gobernación*, le solicito la transmisión de la señal en **Cadena Nacional** de los siguientes mensajes con motivo del Sexto Informe de Gobierno del C. Presidente de la República, Lic. Enrique Peña Nieto, como a continuación se describe:

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01/09/2018	8:00	2 minutos	Cápsula 4.- Política Electoral y Telecomunicaciones
	21:00		
02/09/2018	8:00	1:30 minutos	Cápsula 9.- Gasolinazo
	21:00		
03/09/2018	8:00	2 minutos	Cápsula 10.- Empleo
	21:00		
04/09/2018	8:00	2:30 minutos	Cápsula 11.- Desastres Naturales
	21:00		
05/09/2018	8:00	2:30 minutos	Cápsula 12.- Infraestructura
	21:00		
06/09/2018	8:00	3 minutos	Cápsula 13.- Cierre
	21:00		

Para la reproducción del audio tendrán que acceder al *streaming* en la plataforma de internet, que podrán localizar en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en la liga:

**TRANSMISIONES: CADENAS NACIONALES STREAMING AUDIO**

Adicionalmente podrán descargar las cápsulas del Sexto Informe de Gobierno en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en el Menú **Radio**, **Submenú /Programas** o en la liga: **DESCARGABLES SEXTO INFORME DE GOBIERNO**, Opción **Radio**.

En caso de tener anomalías con la reproducción del *streaming*, o en la descarga de las cápsulas, favor de comunicarse inmediatamente al centro de atención telefónica con números: (55) 5140-8174, 5140-8132, 5140-8120, 5140-8176 y 5140-8199 y al correo electrónico [reportesddim@segob.gob.mx](mailto:reportesddim@segob.gob.mx).

Es recomendable estar pendientes de la señal 20 minutos antes de la hora indicada.

**A T E N T A M E N T E**

**DIRECCIÓN GENERAL DE RADIO,  
TELEVISIÓN Y CINEMATOGRAFÍA**

Electronic Translation of HNH-016-000445-HNH-016-000446

Mexico City, August 27, 2018.

**IMPORTANT ANNOUNCEMENT  
TO ALL BROADCASTERS OF THE MEXICAN REPUBLIC (INCLUDES CITY OF MEXICO)  
NATIONAL CHAINS SIXTH REPORT OF GOVERNMENT FROM AUGUST 29 TO  
SEPTEMBER 06, 2018**

By this means and in accordance with the provisions of Articles 217, fraction II and 255 of the Federal Telecommunications and Broadcasting Law and Article 34, sections I and XVII of the Internal Regulations of the Ministry of the Interior, I request the transmission of the National Chain signal of the following messages on the occasion of the Sixth Government Report of the President of the Republic, Mr. Enrique Peña Nieto, as described below:

DATE	SCHEDULE (CENTER TIME)	DURATION	THEME
29/08/2018	8:00	2 Minutes	Capsule 5.- Ayotzinapa
21:00			
30/08/2018	8:00	1:30 Minutes	Capsule 6.- Transparency and Anticorruption
21:00			
31/08/2018	8:00	2 Minutes	Capsule 7.- White House
21:00			
01/09/2018	8:00	2 Minutes	Capsule 4.- Electoral Policy and Telecommunicat ions
21:00			
02/09/2018	8:00	1:30 Minutes	Capsule 9.- Gasolinazo
21:00			
03/09/2018	8:00	2 Minutes	Capsule 10.- Employment
21:00			
04/09/2018	8:00	2:30 Minutes	Capsule 11.- Natural Disasters
21:00			
05/09/2018	8:00	2:30 Minutes	

**REDACTED - FOR PUBLIC INSPECTION**

			Capsule 12.- Infrastructure
21:00			
06/09/2018	8:00	3 Minutes	Capsule 13.- Closure

For the reproduction of the audio they will have to access the streaming on the internet platform, which can be found on the electronic page: <https://rtc.segob.gob.mx/pautas/index.php>, in the league:

TRANSMISSIONS: NATIONAL CHAINS STREAMING AUDIO

Additionally, you can download the capsules of the Sixth Government Report on the website: <https://rtc.segob.gob.mx/pautas/index.php>, in the Radio Menu, Submenu / Programs or in the league: DOWNLOADS SIXTH REPORT GOVERNMENT, Radio Option.

In case of having anomalies with the playback of the streaming, or in the download of the capsules, please immediately call the call center with numbers: (55) 5140-8174, 5140-8132, 5140-8120, 5140-8176 and 5140-8199 and email [reportesddim@segob.gob.mx](mailto:reportesddim@segob.gob.mx).

It is advisable to be aware of the signal 20 minutes before the indicated time.

ATTENTIVELY

DIRECTORATE GENERAL OF RADIO,  
TELEVISION AND CINEMATOGRAPHY