

Date: **October 18, 2020**

Sent Via Email

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Robert.Baker@fcc.gov, Lyle.elder@fcc.gov, Gary.Schonman@fcc.gov

cc: ameltzer@wiley.law

Re: Cover Letter, attached and incorporated into Formal Complaint to the FCC

Subject: Attached is our Formal Complaint and Request for immediate Ruling on
iHeart's censoring of my campaign's ads and shows

Robert Baker:

Hello.

Attached is our Formal Complaint and Request for immediate Ruling on iHeart's censoring of my campaign's ads and shows beginning from September 24, 2020 to this minute.

At that time, I immediately appealed by email and overnight (Federal Express) to both the FCC and iHeart that iHeart was egregiously violating the Reasonable Access Law and breaching the September 3, 2020 contract with me and my campaign. When the FCC did not order iHeart to put me back on the radio immediately, and in light of the FCC's siding with the radio station (WLS 890 AM) in 2005 (at that time failing to do its duty, as I believe), then we knew we had to prepare for the worst with maximum documentation.

When the FCC failed to act from September 24 to September 29, I sent a second warning to iHeart by email and overnight, and also copied the FCC, this time that iHeart would be guilty of a repeated and willful violation of the Reasonable Access law, and were then in jeopardy of losing their FCC licenses for WLW and WKRC. Then we worked through the day and night preparing and filing the Informal Objections to the renewal of the licenses of WLW and WKRC.

In preparing this Formal Complaint, we felt we had to be ready for all potential forums, including but not limited to: the FCC, possible Federal Judicial Review, -- other possible, eventual court actions, -- and the court of public opinion.

The reality of the time crunch, created 100% by iHeart's illegal actions against me and my campaign, is that if I'm not on the air to advertise our Sunday night Show (of 10-

25-20) with my contracted and paid for radio ads for this Thursday, (10-22-20) on WLW, then public awareness of my radio show on next Sunday will be also effectively nullified.

To comment on part of our last conversation, while radio time near the election day is very valuable, as you suggested, iHeart interrupted my campaign's momentum and its strategic spaced repetition, week in and week out, which would have given voters in the listening audience who were interested in my information more time to spread the word to other potential voters they knew, and by email and social media. Every advertiser knows that this repetition of one's message at consistently spaced intervals is the heart of all advertising. Even Coca Cola and Pepsi have said they don't expect people to really notice their ads until they see a new ad for the 6th or 7th time.

Most importantly, regarding the horrific, irreparable damage done to my campaign by iHeart, while my campaign was in full swing -- according to the Ohio Secretary of State's website -- early voting started in Ohio on October 6, 2020 - 12 days ago. That means iHeart has prevented me (by their censorship) from appealing to voters and donors during -- so far -- almost 40% of the voting period in Ohio for the 2020 November election cycle.

Thank you in advance for your time and consideration in this matter. Please feel free to call anytime.

Jim Condit Jr. --

FEDERAL COMMUNICATION COMMISSION

MEDIA BUREAU AND POLICY DIVISION

JIM CONDIT JR. FOR CONGRESS,

Federal Candidate,

vs.

IHEART MEDIA, WLW 700, WKRC 550,

Defendant

Date: October 18, 2020

**FORMAL COMPLAINT TO THE FCC AND
REQUEST FOR IMMEDIATE RULING**

SUMMARY - FORMAL COMPLAINT TO THE FCC AND REQUEST FOR RULING

1. Here comes Jim Condit Jr., (hereinafter known as Federal Candidate), a legally qualified federal candidate for the 2020 election to the United States House of Representatives from Ohio's Second Congressional District, see **Exhibit XIV**, with his Formal Complaint and Request for Ruling, pursuant to the Reasonable Access Law Section 312(a)(7) of the Communications Act and Section 73.1944 which requires commercial broadcast stations to provide reasonable access to candidates for federal elective office. Federal Candidate qualifies to buy airtime pursuant to Section 73.1940.

CONTRACT GOVERNANCE AND JURISDICTION

2. As evidenced by **Exhibit VI** (iHeart's Signed Contract (1) between iHeart's WLW (700

AM) and WKRC (550 AM) and Federal Candidate, executed on September 3, 2020 by federal candidate Jim Condit Jr. and iHeart's representative Trevor Murray (Contract states: "Date of Station Agreement to Sell Time: 9-3-2020"). Also see **Exhibits VII a.** (Contract (2) WKRC Order No: 1518049345 Terms and Conditions) and **Exhibit b.** (Contract (3) WLW Order No: 1518049348 Terms and conditions). Per the above-referenced Exhibits, all contracts and orders are governed by and under the jurisdiction of the Communication Act and the rules and policies of the FCC and must be resolved exclusively before the FCC, subject to such judicial review as is provided for by the Communications Act.

3. Federal Candidate requests the FCC immediately rule to overturn iHeart Media's decision to breach their own signed contracts and censor Federal Candidate; see **Exhibit I**, iHeart Media's attorney Mr. Ari Meltzer's letter dated September 24, 2020 wherein iHeart expressed their intent and has indeed carried out breach of said contract(s) and the illegal censorship of Federal Candidate pursuant to Section 312(a)(7). In light of the fact that iHeart attorney, Mr. Meltzer, had not given any reason for asking for further evidence of Federal Candidate's status, and asked ONLY after Federal Candidate's controversial radio shows and ads had aired for three weeks, it is painfully obvious that iHeart had decided to consciously censor Federal Candidate because of the CONTENT of his ads and shows.

4. After having received the campaign materials it had requested and had used as the standard for bona fide federal write-in candidates in years past, iHeart itself, had determined, as evidenced by the executed contract of September 3, 2020, signed by

both parties, that Federal Candidate was indeed a “bona fide” candidate making a “substantial showing” again in 2020, under FCC regulations, Section 73.1940, and thus eligible to buy airtime on FCC-licensed stations pursuant to Section 73.1944.

It should be noted, iHeart had no right to ask for further documentation of Federal Candidate’s campaign activities thereafter. If iHeart had not recognized Federal Candidate as a “bona fide” candidate making a “substantial showing”, why did iHeart enter into and sign a legally binding contract? Why did iHeart assign specific contract numbers for WLW and WKRC? Why did iHeart accept money in advance for 9 weeks of radio ads and shows? And why did iHeart run ads and shows for three consecutive weeks??? All of this, prior to Mr. Meltzer sending his letter of September 24, 2020 to Federal Candidate and shutting down his radio ads and show strategy.

In Mr. Meltzer’s September 24, 2020 letter; see **Exhibit I**, in relevant text:

“...I understand that you have requested to purchase airtime on WLW and WKRC pursuant to Section 312(a) of the Communications Act and Section 73.1944 of the FCC Rules on the basis that you claim to be a legally qualified candidate...”

“...Having reviewed this additional information, iHeart continues to believe that you have failed to make a substantial showing that you are a bona fide candidate entitled to reasonable access under the standards adopted by the FCC...”

“...As you know, Section 73.1940 of the FCC Rules includes specific criteria for a legally qualified candidate for public office, including the requirement that a write in candidate must make “a substantial showing” that the candidate is “a bona fide candidate for nomination or office...”

See Section 73.1940 [47 CFR §73.1940] Legally qualified candidates for public office.

“The term “substantial showing” of a bona fide candidacy as used in paragraphs (b), (d) and (e) of this section means evidence that the person claiming to be a candidate has engaged to a substantial degree in activities commonly associated with political campaigning. Such activities normally would include making campaign speeches, distributing campaign literature, issuing press releases, maintaining a campaign committee, and establishing campaign headquarters (even though the headquarters in some instances might be the residence of the candidate or his or her campaign manager). Not all of the listed

activities are necessarily required in each case to demonstrate a substantial showing, and there may be activities not listed herein which would contribute to such a showing.”

Federal Candidate meets the requirements set out in Section 73.1940, therefore he is entitled to buy airtime under Section 73.1944.

“We have checked off every single box under the very definition of “substantial showing” and have gone above and beyond with our comprehensive websites and Radio broadcasts. My campaign’s main strategy, and that of any other candidate, is comprised of reaching out and speaking to as many voters as possible. In this digital age, my campaign focuses on driving voters to my websites via Radio Ads and Shows. My platform seeks to educate the electorate and encourage them to think critically for themselves about world affairs so they can make informed decisions at the ballot box. I trust that this strategy helps voters realize that a vote for me is a vote for true freedom in accordance with our Constitution and Bill of Rights. My websites are where education takes place.

Clearly, my radio ads and radio shows strategy is infinitely superior to approaching people in person in this Covid-19 era, or at any time since radios and TVs have been in virtually every home and car for many decades. According to iHeart, my campaign has reached 150,000 people per ad on WLW in the time slot bought, 10am to 3pm on Thursdays; and probably 5,000 to 15,000 on Sunday night with my 1-hour radio show on WKRC. So the absolute best way to campaign, especially in this Covid chaos is Radio and TV. That is a no-brainer, and iHeart has literally destroyed my ability to campaign effectively and raise further funds. In reality, iHeart recognized my candidacy as “bona fide”, and making a “substantial showing” when they signed the contract on September 3, 2020, took the money, and aired my ads and shows for three consecutive weeks!”

The above quotes of Federal Candidate can be found in the Updated 2020 Congressional Activities Schedule, see **Exhibit XXI**, Pg. 8. See additional information at Paragraph 24 below.

5. Federal Candidate warned iHeart on September 29, 2020 (copied to the FCC) via email and FED EX overnight letter to iHeart attorney, Mr. Ari Meltzer; see **Exhibit XVI c.**, that if iHeart continued for a second week in a row to censor Federal Candidate’s prepaid radio shows and ads, that they would be fully conscious that they would be guilty of a “Willful” and “Repeated” offense “more than once” pursuant to 47 USC 312(f)(1)(2), and were placing iHeart’s FCC licenses for WLW and WKRC, and maybe all of iHeart’s licenses, in jeopardy.

(f) For purposes of this section:

- (1) The term “willful”, when used with reference to the commission or omission of any act, means the conscious and deliberate commission or omission of such act, irrespective of any intent to violate any provision of this Act or any rule or regulation of the Commission authorized by this Act or by a treaty ratified by the United States.
- (2) The term “repeated”, when used with reference to the commission or omission of any act, means the commission or omission of such act more than once or, if such commission or omission is continuous, for more than one day.

As stated, iHeart Media refused to comply with 47 U.S.C. §312(a)(7) and also violated 47 312(f)(1)(2) and breached their contracts with Federal Candidate and now the FCC should revoke iHeart’s WLW and WKRC’s station licenses for the “willful or repeated failure to allow reasonable access to or to permit purchase of reasonable amounts of time for the use of a broadcasting station by a legally qualified candidate for Federal elective office on behalf of his candidacy.”

6. In addition, due to Federal Candidate’s preliminary investigation into iHeart’s egregious and repeated disregard for the law and a pattern of nefarious activity into the political processes of the United States elections, in direct violation of Section 315(e) of the Communications Act and Section 73.1943 of the Commission’s rules which require all stations to maintain online political files; see **Exhibit XIX**, (FCC v iHeart investigation, regarding iHeart’s stations’ non-compliance in the uploading of Public and Political Files in a timely manner) Therefore, iHeart has also repeatedly hindered “...any and all legally qualified candidates (federal, state or local)...” from knowing when equal access was triggered, thereby blocking candidates Equal Access pursuant to Section 315(e) of the Communications Act and Section 73.1943 of the Commission’s rules.

7. Since iHeart admits that 60 - 70%+ of its corporation is now foreign owned/controlled; see **Exhibit XII** (after they purportedly lost control of “who owned what” during their infamous, recent bankruptcy), iHeart is in violation of 310 (b)(4) of the Federal Communications Act.

Relevant is the FCC’s Public Notice DA No. 20-187, Released: February 25, 2020

“IHEARTMEDIA, INC. SEEKS FOREIGN OWNERSHIP RULING PURSUANT TO SECTION 310(b)(4) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED”, see **Exhibit XII**.

8. Since iHeart has admitted publicly to being a majority-foreign-owned corporation this introduces the element of foreign interference in a US federal election in the case of Jim Condit Jr. for Congress (candidate and committee). In addition, **it appears that iHeart is required to file as foreign agents under the FARA (Foreign Agents Registration Act)**, since the Department of Justice in 2017 required Russia Today (RT), a foreign-owned entity which broadcasts into the USA, to file as foreign agents.

9. Federal Candidate also requests the FCC revoke and/or deny the renewal of iHeart’s WLW (700 AM) and WKRC (550 AM) station licenses, which licenses are currently in a “pending” status and which renewals appear to be a clear and present danger to the American public, and the National Security of US elections (including, as stated above, foreign interference in US elections) and therefore not in the best interest of the public as is required under the Federal Communications Act. Please see two Informal Objections (see Exhibit II and Exhibit III) to the licenses of WLW and WKRC filed **on September 30, 2020 and October 1, 2020 Exhibits II and III**, confirmed via FCC Public Notice on October 5, 2020 in **Exhibit IV**.

BACKGROUND AND FACTS

FEDERAL CANDIDATE REQUESTS RESUMPTION OF AIRTIME UNDER REASONABLE ACCESS LAW IN LIGHT OF iHeart's SUDDEN AND UNJUSTIFIABLE CENSORSHIP

10. Circa September 1, 2020: Reasonable Access Request to WLW(AM) and WKRC(AM) - Federal Candidate approached iHeart to buy airtime on WLW (700 AM) and WKRC (550 AM) for his federal congressional campaign.

IHEART REQUESTS PROOF FROM FEDERAL CANDIDATE THAT HE IS ENTITLED TO BUY AIRTIME UNDER THE REASONABLE ACCESS LAW, AND PROOF OF PRECEDENT

11. iHeart then requested materials from Federal Candidate circa September 2, 2020. These were the exact same campaign materials which were satisfactory to iHeart for write-in federal candidates to be eligible to buy airtime on FCC-licensed stations in past years, and the exact same standard to purchase airtime used for Federal Candidate in 2012 and in other years in which Federal Candidate ran as a federal write-in candidate. Likewise, iHeart used the exact same standards for Dr. Kiumars Kiani, a federal write-in candidate in 2016, at that time finding him a “bona fide” candidate making a “substantial showing” and eligible to buy airtime on FCC-licensed stations, which Dr. Kiani did on WLW and WKRC. Based on its own standard, consistent for at least the last 8 years, iHeart ran Dr. Kiani’s ads and shows in 2016 in full and without interruption. See Dr. Kiumar Kiani’s Affidavit evidenced in **Exhibit XV**.

IHEART REVIEWED ALL THE CAMPAIGN MATERIALS THEY REQUESTED, APPROVED FEDERAL CANDIDATE’S REQUEST TO PURCHASE AIRTIME, PARTIES ENTERED INTO A LEGALLY BINDING CONTRACT AND IHEART COLLECTED MONEY IN ADVANCE TO PAY FOR ALL ADS AND SHOWS UP UNTIL THE ELECTION (ON NOVEMBER 3, 2020).

12. After Federal Candidate presented iHeart with the evidence it requested on September 2nd and 3rd, 2020 (yard sign, bumper stickers, brochures, etc.) to confirm Federal write-in Candidate was qualified to buy air time on FCC-licensed stations, even pursuant to 73.1940, iHeart determined that Federal Candidate was indeed qualified to buy air time on FCC-licensed stations. Jason Miller witnessed, in person, the transfer of all campaign materials and bank checks to Bill Mountel, Sales Director for iHeart in Cincinnati, Ohio; see Jason Miller's Affidavit **Exhibit V**; and iHeart then cashed said bank checks; see **Exhibits VIII a, b, c, and d**. (It should be noted that Bill Mountel has always acted professionally and as a gentleman in all his dealing with Federal Candidate over the years.)

13. The parties then entered into a legally binding contract drawn up by iHeart on September 3, 2020, and Federal Candidate purchased pre-paid radio shows and ads from September 4, 2020 to November 1, 2020. Said contract was executed by federal candidate Jim Condit Jr. and iHeart's representative, Trevor Murray; see **Exhibit VI**. Also see "Order Terms and Conditions" (page 2 of 2) of the various paid invoices: **WKRC** Order/Contract No: 1518049345; see **Exhibit VII a**. and **WLW** Order/Contract No: 1518049348 **Exhibit VII b**. Also, see invoices/contracts **Exhibit X a., b., and c.**, **WKRC**; see **Exhibit XI a., b., and c.**

14. iHeart itself determined that Federal Candidate was indeed a "bona fide" candidate making a "substantial showing" under FCC regulations, Section 73.1940, and thus eligible to buy airtime on FCC-licensed stations with the contract of September 3, 2020. Regarding payment in advance for all ads and radio shows, see sales director Bill

Mountel's full color email that acknowledges what money was to be paid by Federal Candidate for specific one-minute radio ad times on WLW, and specific one-hour program time on WKRC over the nine weeks starting on September 4, 2020, and airing up to the November 1, 2020, two days before the November 3rd election; see **Exhibit IX**, and also see iHeart's cashed checks; **Exhibits VIII (a. 9-3-20 \$7,466.40), (b. 9-3-20 \$933.30), (c. 9-3-20 \$311.10), (d. 9-8-20 \$2,516.00), and (e. 9-9-20 \$3.40)**. The front side of these cashed bank checks, paid to iHeart by Federal Candidate lists what radio ads and radio shows each check paid for. The cashing of these checks with the wording on the front of the checks is in and of itself also a contract in each case.

PER CONTRACTS, IHEART RUNS THREE CONSECUTIVE WEEKS OF ADS AND SHOWS

15. iHeart then ran three weeks of pre-paid radio ads and shows from September 4th, 2020 to September 20th, 2020. On the three days Federal Candidate's ads ran on WLW, Federal Candidate received each time from Bill Mountel, iHeart Sales Manager, proof in an email confirming the scheduling of the three Jim Condit Jr. for Congress radio ads purchased to air on that day on WLW, in the 10 AM to 3 PM time slot. An example of these emails is offered, namely, the September 10, 2020 email; see **Exhibit XX**. (Exhibit XX is the September 10th example of the emails Bill Mountel sent to Federal Candidate confirming the scheduled times for Federal Candidate's one minute ads which were to run on September 4, 2020, September 10, 2020, and September 17, 2020 – all three days as of this writing that WLW ran one-minute radio ads for Federal Candidate, three each day. It is understood by all involved in any way with radio ads

that “scheduled” times are tentative as the ads may run a little later if the show is running behind due to live interviews, etc.)

ON SEPTEMBER 21, 2020, IHEART SUDDENLY, AND WITHOUT STATED EXPLANATION OR REASON, REQUESTS FEDERAL CANDIDATE PROVIDE FURTHER PROOF THAT HE IS A “BONA FIDE” WRITE-IN CANDIDATE

16. AFTER iHeart aired Federal Candidate’s radio ads and shows for three consecutive weeks (from September 4, 2020 to September 20, 2020), on September 21, 2020, iHeart sent via Sales Director Bill Mountel an email to Federal Candidate saying that iHeart would not be able to run further of Federal Candidate’s ads and shows without more information on what his campaign was doing beyond running his radio ads and shows, and beyond having provided the campaign materials iHeart had requested BEFORE entering into the binding contracts on September 3, 2020; see **Exhibit XVI a.**

17. So, by following day, on September 22, 2020, Federal Candidate quickly put together and provided iHeart with a description of his public campaign activities to that point; see **Exhibit XVI b.** Also see **Exhibit XXI** for a complete and up-to-date 2020 Campaign Activity Schedule, as best as could be put together as of this writing, that includes behind the scenes activity of the campaign as well as public activities.

THE DESTRUCTION OF A CAMPAIGN - BREACH OF CONTRACT AND ILLEGAL CENSORSHIP --> ENTER IHEART MEDIA ATTORNEY MR. MELTZER PRETENDING FEDERAL CANDIDATE WAS NOT CLEARED BY IHEART AS A “BONA FIDE” CANDIDATE, THAT NO CONTRACTS WERE IN PLACE, THAT MONEY HAD NOT CHANGED HANDS, AND THAT FEDERAL CANDIDATE’S PRE-PAID RADIO SHOWS AND ADS HAD NOT BEEN RUNNING FOR THREE CONSECUTIVE WEEKS. (ENTER THE “TWILIGHT ZONE” LETTER AND DECISION)

18. Two days after Federal Candidate submitted the additional information requested about his campaign activities to iHeart, he received a letter via attachment to an email on September 24, 2020 from iHeart's attorney, Mr. Ari Meltzer; see **Exhibit I**, informing Federal Candidate that iHeart was not satisfied AND iHeart, WLW, and WKRC had decided to breach their contract with Federal Candidate on September 24, 2020; see **Exhibit I**. iHeart now blatantly violates the Reasonable Access Law by illegally censoring Federal Candidate's pre-paid ads and radio shows that day and ever since, after IHEART ITSELF HAD ALREADY RECOGNIZED FEDERAL CANDIDATE AS QUALIFIED TO BUY AIRTIME on FCC-licensed stations by signing the contract with Federal Candidate on September 3, 2020 and accepting payment (twenty one days earlier); see **Exhibit VI**.

In relevant text below from iHeart attorney, Mr. Ari Meltzer's letter of September 24, 2020;

Exhibit I - Federal Candidate's comments in BOLD:

Our firm represents iHeartMedia, Inc. ("iHeart"), which, through its subsidiaries, is the owner and operator of radio stations WLW(AM) and WKRC(AM).

I understand that you have requested to purchase airtime on WLW and WKRC pursuant to Section 312(a) of the Communications Act and Section 73.1944 of the FCC Rules on the basis that you claim to be a legally qualified candidate for U.S. Congress in Ohio's Second Congressional District.

Mr. Meltzer "understands" that Federal Candidate has requested to purchase airtime? NO! Federal Candidate had already purchased 9 weeks of airtime when three weeks earlier both parties executed Contract (1) on September 3, 2020; see Exhibit VI in which contract literally states, directly below iHeart Representative Trevor Murray's signature, "Date of Station Agreement to Sell Time: 9-3-2020" as Federal Candidate had already given iHeart proof in providing everything they requested to satisfy that he was/is indeed not only a legally qualified candidate but a "bona fide" candidate under even the FEC regulations; see Exhibit V, and had purchased airtime pursuant to Section 312(a) of the Communications Act and Section 73.1944 of the FCC Rules. See also WKRC Order/Contract No: 1518049345; and (Exhibit VII a.) and WLW Order/Contract No: 1518049348 (Exhibit VII b). iHeart had also cashed the checks; Exhibits VIII (a. 9-3-20 \$7,466.40), (b. 9-3-20 \$933.30), (c. 9-3-20 \$311.10), (d. 9-8-20 \$2,516.00), and (e. 9-9-20 \$3.40 for ALL of Federal Candidate's pre-paid shows and ads up to November 1, 2020.

Having reviewed this additional information, iHeart continues to believe that you have failed to make a substantial showing that you are a bona fide candidate entitled to reasonable access

under the standards adopted by the FCC.

iHeart “continues to believe”? Since when? And why? Since the September 3rd contract iHeart had believed that Federal Candidate was a “bona fide” candidate which was why iHeart drew up and signed the contract, took the money, and ran the ads for three weeks. Most significantly, iHeart did not give any reason on September 24, 2020 for its sudden reversal on their “belief” that Federal Candidate’s status had changed. What new or specific iHeart and/or FCC benchmark of campaign activities to prove “substantial showing” or “bona fide” candidate did Federal Candidate suddenly not meet, after MORE – emphasis MORE -- information had been provided? Candidate had specifically asked Mr. Meltzer for a certain case he cited that was not able to be found, and asked him to also explain his reference to an “FCC precedent”. However, to this day, Federal Candidate has not received an answer or any clarification on these matters. In other words, iHeart had no reason or explanation for the sudden reversal on Federal Candidate’s status, but clearly objected to the CONTENT of Federal Candidate’s ads, - the very reason why Congress enacted the Reasonable Access Law in the first place: to prevent stations from abusing Federal Candidates with whom the radio or TV station’s owners or station managers disagreed. There will never be a clearer case of this abuse than the abuse of Jim Condit Jr. for Congress 2020 by WLW, WKRC, and iHeart Media.

As such, iHeart is exercising its discretion not to broadcast the material that you have provided.

iHeart had already aired three consecutive weeks of pre-paid radio ads and shows from September 4th, 2020 to September 20th, 2020.

As you know, Section 73.1940 of the FCC Rules includes specific criteria for a legally qualified candidate for public office, including the requirement that a write in candidate must make “a substantial showing” that the candidate is “a bona fide candidate for nomination or office.”

It is well established that the burden of making a substantial showing rests with the candidate. See In Re Complaint of Michael Stephen Levinson Against Television Station Licensees, 87 FCC 2d 433, 434 (Broadcast Bur. 1980) (speaking to candidate, “[t]he burden is on you to establish to the stations from which you seek broadcast time under Section 312 that you have ‘engaged to a substantial degree in activities commonly associated with political campaigning’”).

The proof iHeart requested was provided prior to entering into Contract on September 3, 2020 and further proof was provided on September 22, 2020.

On September 21, 2020, Bill Mountel of iHeart requested that you substantiate your claim that you are entitled to reasonable access. Based on the information that you provided, iHeart determined that you had not satisfied the FCC’s criteria. After Mr. Mountel advised you that

iHeart did not believe you had made a substantial showing, you provided Mr. Mountel with an additional report of purported campaign activities.

NO, Bill Mountel requested that Federal Candidate substantiate his claim that he was entitled to reasonable access, and Federal Candidate provided all the proof iHeart had requested PRIOR TO iHeart entering into the signed contract on September 3, 2020; see Exhibit VI. Further proof was later requested by iHeart without any reason given, on September 21, 2020 -- and Federal Candidate submitted further documentation on September 22, 2020 after iHeart had threatened not to carry out its contracts on September 21, 2020. So the September 21 request was not a first request, it was a second request, without reason given to this day, because iHeart wanted to censor the content of the Federal Candidate's ads, and interrupt the momentum of his campaign.

As such, iHeart is exercising its discretion not to broadcast the material that you have provided.

To be clear, the distinction between reasonable access for candidates who have qualified for the ballot and write-in candidates comes directly from Section 73.1940(b) of the FCC Rules. iHeart is merely applying the standards adopted by the FCC both in its rules and in the cases it has adjudicated over the years. To the extent you believe this distinction is unfair or improper, your issue is with the FCC, not iHeart.

With no reason given for iHeart's reversal on Federal Candidate's status, iHeart decreed at that time that the remainder of Federal Candidate's ads and shows would not be running the last six weeks up until the November 3, 2020 election day, despite the fact that they were paid for in advance and iHeart had accepted Federal Candidate's "bona fide" status – based on the same standards it had used for at least the last 8 years, by the legally binding, signed contract of September 3rd, 2020 to run the ads and shows?

19. It appears that Mr. Meltzer was like a child wandering into the middle a movie without any frame of reference. Had iHeart not informed its own attorney of the facts? Did iHeart think they could disingenuously go back in time prior to the legally binding contracts by pretending they did not know what was going on since September 2, 2020? Suddenly, illegally and without specific reason iHeart decided to blatantly breach their own contracts and illegally censor a legitimate Federal Candidate in direct violation of

the Reasonable Access Law, while his campaign was in Full Swing. But that's ok, we are supposed to concede, because they're pretending they have a time machine, and can rewind the clock back to September 2, 2020 – in an attempt to avoid the consequences for the reality of their crimes against Jim Condit Jr. for Congress?

This is a serious violation and this willful criminal activity alone is grounds for Revocation of a station's license pursuant to 47 U.S. Code § 312(a) - Administrative sanctions.

20. iHeart pretends that Federal Candidate did not already submit the proof iHeart requested of his candidacy prior to signing iHeart's contract on September 3, 2020; see **Exhibit V**. iHeart pretends that other contracts/invoices were not already in place with Terms and Conditions; **WKRC** Order/Contract No: 1518049345; see (**Exhibit VII a.**) and **WLW** Order/Contract No: 1518049348 (**Exhibit VII b**) and **Exhibit VI**. iHeart pretends that Federal Candidate had not already paid for ads and shows all the way up until the election; **Exhibits VIII a, b, c, and d**, and that WLW and WKRC had not already aired three weeks of shows and ads per the legally binding contracts in place. iHeart had lost all credibility at this point, and iHeart appeared to think it OWNED the public airwaves (instead of just using them) and appeared to think it was above the law.

21. Federal Candidate and his campaign team knew exactly what was happening. iHeart was censoring the ads and shows of Federal Candidate because they didn't like the content of his ads and shows. iHeart was operating in direct violation of the

Reasonable Access Law – a textbook case. Since Jim Condit Jr. was running ads informing the public that the organized Jewish network controlled nearly all the major FCC-licensed TV and Radio stations in the USA, and that these Communist-promoting Media Jews were pushing through their TV and radio stations the “Covid 19” plandemic hoax, based on grotesquely exaggerated lies about the death rate and infection rate due to Covid 19, as a way to bring the American people under Communist Tyranny – then iHeart, WLW, and WKRC did not like the content of Federal Candidate ads and shows, and began censoring them. If Jim Condit Jr. for Congress had been running ads against the Muslims, the Palestinians, or the near non-existent threat of Sharia Law in the United States, or praising the Likud Party in modern-day Israel and Netanyahu for perpetrating a slow genocide against the nearly helpless Palestinian people these last 72 years, -- iHeart would have continued running Federal Candidates’ ads and shows, and maybe offered him his own talk show! (hahaha)

Apparently iHeart, WLW and WKRC thought that their big balloon of deceptions and omissions about various matters in the other 167 hours and 57 minutes of the broadcast week on WLW, and the other 167 hours of the broadcast week on WKRC, were being punctured and deflated by Federal candidate’s pin-prick of truth as contained in his one-hour show on WKRC and three minutes of radio ads on WLW each week

22. In addition, iHeart WANTED TO BREAK FEDERAL CANDIDATE’S CAMPAIGN MOMENTUM which was reaching hundreds of thousands of his would-be constituents repeatedly and consistently at weekly intervals with critical information to help educate

and inform the electorate so they could make informed decisions in the upcoming election as well as hopefully vote for Federal Candidate.

23. This heinous, anti-American act by iHeart is in direct violation of the Reasonable Access Law, the 1996 case *Becker v. FCC* decided by the DC circuit court, and the signed contract between iHeart and Jim Condit Jr. for Congress of September 3, 2020. Period. iHeart was not continuing to believe anything regarding Federal Candidate's status, as Mr. Meltzer asserted in his letter of September 24, 2020. iHeart was contradicting its own recognition of Federal Candidate as a "bona fide" candidate making a "substantial showing" and eligible to buy airtime on FCC-licensed stations -- when 21 days earlier iHeart accepted the materials it had asked for from Federal Candidate, signed the contract, accepted payment in full for nine weeks of ads and shows, and then proceed to run three weeks of ads and shows until September 20, 2020, -- at which pointed it proceed to break its signed contract without stated reason. iHeart was thus acting as Judge, Jury, and executioner of the Jim Condit Jr. for Congress campaign, exactly what the Federal Communications Commission was to prevent an FCC-licensed station from doing under the Reasonable Access Law.

Further Proof Federal Candidate is a "bona fide" candidate and making a "substantial showing" as a write-in candidate:

24. Federal Candidate meets all criteria, -- especially in this age of Covid 19 hype and oppression, -- of a legally qualified candidate, of course, under the authority of the only agencies which have the authority in Ohio to determine who is and who is not a legally qualified candidate in Ohio, namely, a county such as, in this

case, the Hamilton County Board of Elections, and the state of Ohio. In addition, Federal Candidate meets the criteria of even the FCC's regulations to qualify as a "bona fide" candidate eligible to buy airtime on FCC licensed stations. See Exhibit XXI.

-- Federal Candidate has made in-person campaign appearances;

- held strategy meetings;
- conducted conference calls and seemingly innumerable phone conversations about his campaign to team members and with individuals seeking information about the Federal Candidate or his campaign;
- distributed literature at his public appearances;
- maintained with his team the most comprehensive and educational and strategy and campaign website of any congressional candidate for congress in Ohio, and perhaps more comprehensive than all the other congressional candidates added together in the state of Ohio since 1996 when the internet came of age;
- had and has to guard with his tech team against consistent and sometimes constant vicious and continuous hack attacks from numerous sources, including a Microsoft IP recently, some faction inside the US Army base headquarters in the Ukraine, dozens of countries (probably a few groups using "ghost IP's"), and our favorite: one a year or two ago from Rothschild, Blvd in Israel;
- maintains a campaign headquarters, this year, unlike the last two decades, outside of his home; the last time Federal Candidate had a campaign headquarters outside his home was in the 1970s and 1980s when he ran several times for Cincinnati City Council;
- maintains a campaign committee as required by the Hamilton County Board of Elections;
- has developed updated brochures for 2020, as well as utilized yard signs, bumper stickers, postcards, etc.
- has made appearances on third party internet radio programs whenever invited;
- has made the two TV appearances he has been invited to, see show for

congressional candidates of the 2nd District of Ohio at the public access cable station, Waycross.TV;

- reached hundreds of thousands of citizens through paid-for radio ads and radio shows on WLW radio and WKRC radio, plus using every radio ad and radio show to drive people to his highly educational website, JimForAmerica.com; (this, hilariously and absurdly, and EVEN THOUGH ACCOMPLISHED BY FEDERAL CANDIDATE BY SEPTEMBER 24, 2020 WHEN IHEART RULED FEDERAL CANDIDATE was not a “bona fide” candidate) all this contact with the public and the voters doesn’t count for iHeart as a “substantial showing”, even though iHeart is constantly clamoring on its own airwaves for advertisers because of its REACH with the public, iHeart wants to push this Federal Candidate, whom it wants to censor, back to the era before TV, radio, and the internet – as if mankind had not yet entered the digital age;
- is now issuing press releases, even though the disgraceful Cincinnati Press has ignored Federal Candidate’s press releases since the 1980s, no matter how compelling;
- Has had to play defense against iHeart’s censorship, as well as prepare for this filing of formal complaint with the FCC, and prepare for possible eventual Federal Judicial review, and perhaps other lawsuits as well which may result from iHeart’s censorship of Federal Candidate. Again, see Exhibit XXI.

BACK STORY AND CONTEXT FOR THIS FIGHT

25. There are not many physical gatherings since March 2020 due to Covid hype, media induced chaos, rules and lockdowns. In fact, one of my opponents in the 2nd District of Ohio, Jaime Castle (D), complained that she had looked forward to going to the county fairs and parades, etc. but because of Covid, she’s had to try and arrange virtual events online from home. In an article written by long time Cincinnati political writer, Howard Wilkinson. it doesn’t even say how many “virtual meetings” Castle has managed to have, if any, or how many attended on Zoom or whatever platform she was using. The interview is here: <https://www.wvxu.org/post/jaime-castle-adapts-running->

[congress-pandemic#stream/0](#) ----- For iHeart to get all sanctimonious and imply that Jim Condit Jr. for Congress is not doing enough to campaign when iHeart itself has forbidden candidates like me, or businessmen who buy time on WKRC, to come into the studio to do the one hour programs live, for the first time ever, because of the Covid-19 hype. We have literally had to turn in pre-recorded one-hour programs because of Covid-19, which was a huge drain of time and energy editing shows into exact time segments, etc. the main time sucker on my campaign until being forced to deal with iHeart's illegal censorship, breach of contract and the legal research, documenting and filing of various objections and creation of complaints – was the preparing of these pre-recorded programs. --- Also, iHeart stations in Cincinnati and across the country push in their news segments a constant drum beat of “fear the virus” and “we must give up our freedoms for safety”, yet they expect candidates like me to attend a lot of non-existent physical gatherings, which iHeart and the Big Media have caused people and groups to be afraid of attending and afraid of holding. Clearly, my radio ads and radio show strategy to this point is infinitely superior to approaching people in person in this Covid 19 era, or at any time since radios and TVs have been in virtually every home and radios in every car -- meaning for many decades, and especially since the internet and social media has been in existence over these last 2 ½ decades. Federal Candidate has reached 150,000 people per ad on WLW in the time slot bought, 10 am to 3 PM on Thursdays; and probably 5,000 to 15,000 on Sunday night with his 1-hour radio show on WKRC. So, the absolute best way to campaign in this era of Covid chaos is Radio and TV, backed up by the internet, especially internet websites. That is a no-brainer, and iHeart is literally destroying Federal Candidates main campaign strategy and ability to campaign effectively, raise further funds, and appeal for further votes. ---- Clearly, running radio ads on major FCC-licensed media is the way to go to reach the most people for the least money, especially in this age of Covid hype when you're supposed to be afraid of shaking anybody's hand for fear of being accused of starting an epidemic. But campaigning inefficiently is what iHeart seems to be want Federal Candidate to do. Why reach 150,000 people in a one-minute radio ad through a credible platform, when you can reach maybe 24 people with 10 hours of work and preparation for an in-person event? Such is the logic of iHeart and sometimes the FCC (the FCC

since its bureaucratic addition regarding write-in candidates, which totally negates the Reasonable Access Law regarding legally qualified write-in candidates, and puts the TV or radio station back in charge of who is and is not a legal candidate (absurd!), exactly what the Reasonable Access Law was enacted to end. And Becker v. FCC re-confirmed the Reasonable Access Law completely in 1996, with no reference to distinguishing on-the-ballot candidates from write-in candidates. Neither does the Federal Election Commission (FEC) make a distinction between write-in candidates and on-the-ballot candidates once any candidate has raised and/or spent \$5000. iHeart knew this Federal Candidate had raised and spent \$5000 by September 9th, by which time this Federal Candidate had paid iHeart \$11,230.20, always in advance of the airing, for its nine-week schedule of ads and shows on WLW and WKRC.

26. The FCC was quick to excuse iHeart just a few months ago from probably millions of dollars of fines for not uploading their public and political files in a timely manner to the internet, invoking Covid-19 to excuse iHeart for repeated violations and forgive it of any monetary penalties for such serious infractions; see **Exhibit XIX**. Here is relevant text on that matter:

“...As of December 31, 2019, iHeart was the licensee of 856 radio stations in 160 markets. In February 2020, iHeart voluntarily informed the Bureau that many of its stations had not routinely been uploading records of requests for the purchase of political broadcast time in a timely manner...” and

“...iHeart achieved a substantial level of compliance during the reporting period which coincided with the March 11, 2020, World Health Organization’s classification of COVID-19 as a pandemic and the March 13, 2020, the Presidential declaration of a national emergency. We recognize that this period has placed the radio broadcast industry as a whole under significant financial stress from a dramatic reduction in advertising revenues. The Parties believe that iHeart’s voluntary disclosure and cooperation, combined with the exceptional circumstances brought about by the COVID-19 coronavirus pandemic, present a unique situation and, on balance, warrant resolution of the Bureau’s investigation under the terms and conditions described below. It is in express consideration of these unique conditions that the Bureau, in the exercise of its prosecutorial discretion, forbears from including a civil penalty on the basis of the iHeart Stations’ noncompliance during their license terms as an element of the Bureau’s agreement to enter this Consent Decree.” (Emphasis Added)

27. iHeart is asking that the FCC apply a kind of COVID SUPER STANDARD to Federal Candidate by decreeing unilaterally that Federal Candidate has not done enough in public.

28. Furthermore, Federal Candidate has suffered irreparable harm from iHeart's censorship. The United States Supreme Court states that "[t]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury." *Elrod v. Burns*, 427 U.S. 347, 373 (1976). What iHeart, WLW and WKRC has done to Federal Candidate's campaign by violating its written contract and censoring his pre-paid radio ads and shows, is not just an interruption of First Amendment freedoms for "minimal periods of time", but a lengthy interruption of now weeks in the middle of a nine week campaign at a critical point in American history, when no other candidate in the nation is putting out the information that this Federal Candidate is bringing to the public discussion.

Becker vs. FCC, decided in 1996 by the DC circuit court: "360 U.S. at 530-31. See also *Port Huron Broadcasting Co.*, 12 F.C.C. 1069, 1072 (1948). *Becker v FCC* not only protected information chosen by the federal candidate, but even recognized that to permit the restriction of potentially libelous material would allow broadcasters to:

"... set themselves up as the sole arbiter of what is true and what is false[,] . . . an exercise of power which may be readily influenced by their own sympathies and allegiances," and give broadcasters "a positive weapon of discrimination between contesting candidates which is precisely the opposite of what Congress intended to provide in this section". (Emphasis Added)

So, iHeart, WLW, and WKRC are violating every last detail of the letter and spirit of the Reasonable Access Law and *Becker v. FCC*, at least with regard to federal write-in candidates as they (iHeart, WLW, and WKRC) "set themselves up as the sole arbiter of what is true and what is false" which is "an exercise of power . . . readily influenced by their own sympathies and allegiances." BINGO! We are including this last paragraph not

for the benefit of iHeart or the FCC, whose leadership knows full well what is going on, but for the sake of the public who may eventually see this Formal Complaint to the FCC.

Continuing from Becker v FCC:

“Not only does the power to channel confer on a licensee the power to discriminate between candidates, it can force one of them to back away from what he considers to be the most effective way of presenting his position on a controversial issue lest he be deprived of the audience he is most anxious to reach. This self-censorship must surely frustrate the ‘full and unrestricted discussion of political issues’ envisioned by Congress.

“The rationale behind *WDAY, Inc.* requires us to agree with petitioners that ‘censorship’ encompasses more than the refusal to run a candidate’s advertisement or the deletion of material contained in it. The FCC itself has indicated that it understands the Supreme Court’s definition of censorship to be broader than it will now acknowledge.”

Becker v. FCC further affirms:

“station may not use a denial of reasonable access as means to censor or otherwise exercise control over the content of political material . . . [and that]

“. . . Licensees may not adopt a policy that flatly bans federal candidates from access to the types, lengths, and classes of time which they sell to commercial advertisers.”

29. Federal Candidate and his supporters want to know WHO at iHeart directed Bill Mountel to request more “proof” of candidacy on September 21, 2020, --- and WHO at iHeart directed Mr. Ari Meltzer to send the disingenuous letter of September 24, 2020 pretending that there were not contracts in place, that money had not changed hands when all nine weeks of ads and shows were paid for in advance, and that ads and shows had not already been aired by iHeart for three consecutive weeks. As of this writing, iHeart has censored at least 33% of Federal Candidate’s pre-paid one-minute ads, and at least 20% of Federal Candidate’s pre-paid one-hour radio shows, a tremendous interruption of the momentum of Federal Candidate’s campaign, as well as an interruption of the candidate’s ability to communicate with his

supporters and would be constituents, garner votes, and raise money from his fellow citizens via the WLW and WKRC audience – as well as the public’s right to hear this information.

30. Concern for conflict of interest regarding Maria Mullarkey, Acting Division Chief Policy Division, Media Bureau: Wiley Rein LLP, who represents iHeart Media in this fight with Federal Candidate, is the same law office that the lady who appears to be Mr. Robert Baker’s boss **Maria Mullarkey**, recently worked for. Maria Mullarkey is listed as a former attorney for Wiley Rein LLP; see **Exhibit XIII**. In addition, the previous Division Chief of the Policy Division/ Media Bureau was Martha Heller who was listed as a former Attorney and Partner at Wiley Rein LLP! WILEY REIN LAW OFFICES. Is our investigation ultimately going to find that movement from the FEC to Wiley, and Wiley to the FCC, is like a revolving door, like the revolving door long associated with pharmaceutical; companies like Monsanto have long had with the FDA and the CDC in the world of Big Pharma?

31. How can it be in the interest of the citizens of the United States for the largest owner of radio stations in the USA (843 by some published counts, 856 in others,) to be majority-owned by foreigners? On its website, iHeart boasts of reaching 9 out of 10 Americans every month. And now it wants to make its corporation 100% foreign owned? See Wiley Rein’s articles below which references this agenda.

Excerpt from Wiley Rein’s February 21, 2014 alert/article, entitled: [Section 310\(b\)\(4\) Petitions for Indirect Foreign Ownership Exceeding 25% in Broadcast Licensees](#)

“The Federal Communications Commission (FCC or Commission) has authority to restrict indirect foreign ownership in broadcast licensees to no more than 25% if the Commission determines that such a restriction is in the public interest.^[1] Traditionally, this has meant that the 25% benchmark set forth in section 310(b)(4) of the Communications Act was a *de facto* cap on indirect foreign ownership in the broadcast context. However, in a recent declaratory ruling,^[2] the Commission made clear that it will consider proposals for foreign investment in the parent company of a broadcast licensee in excess of 25% on a case-by-case basis.

Outside of the broadcast sector, the FCC has developed precedent for making foreign ownership determinations. The Commission has issued approximately 150 declaratory rulings authorizing

telecommunications carriers to exceed the 25% statutory benchmark for indirect foreign ownership. The Commission has emphasized the distinction between broadcast and common carrier facilities, and has stated that it will review broadcast investments in excess of the 25% benchmark on a case-by-case basis and not immediately consider comprehensive rules and policies such as exist in the telecommunications space. The body of rulings in the telecommunications area, however, may serve as some guidance for media companies interested in seeking approval under § 310(b)(4) for foreign ownership that exceeds the 25% benchmark and may inform prospective media investors of some of the factors the FCC considers when ruling in the telecommunications space. Additionally, there are other considerations specific to the broadcasting service which we believe may factor into Commission judgments on proposals to exceed the 25% indirect foreign ownership benchmark in radio and television licensees...”

Source: Source and also a shocking read to any American: [published alert/article about their agenda to increase foreign ownership and control of our media](https://www.wiley.law/alert-2993) back in 2014 (Direct link here: <https://www.wiley.law/alert-2993>)

Excerpt from Wiley Rein’s October 7, 2016 alert/article, entitled: [FCC Streamlines Its Broadcast Foreign Ownership Rules and Establishes New Framework for Public Companies to Assess Foreign Ownership Compliance](#)

“On September 30, 2016, the Federal Communications Commission (FCC or Commission) issued a [Report and Order](#) (Order) adopting new foreign ownership rules. First, the Order describes new “streamlined” procedures that broadcasters must follow when filing a petition for declaratory ruling seeking FCC approval to exceed the foreign ownership limits set forth in Section 310(b)(4) of the Communications Act. Second, the Commission reformed the methodology for publicly traded broadcasters and common carriers to assess compliance with the statutory foreign ownership limits set forth in Sections 310(b)(3) and 310(b)(4) of the Act, and made clear that private companies are expected to have full knowledge of the extent of their foreign ownership. The FCC believes these changes “will facilitate investment from new sources of capital at a time of growing need for investment” in the broadcast sector while also providing greater transparency, more predictability, and reduced regulatory burdens and costs.

Section I of this alert provides brief background on the FCC’s foreign ownership rules, Section II reviews the new streamlined procedures for broadcasters, Sections III-VI summarize the new framework for assessing compliance, and Section VII covers the concurring statements issued on the unanimous adoption of the Order...”

Source and also a shocking read to any American: <https://www.wiley.law/alert-FCC-Streamlines-Its-Broadcast-Foreign-Ownership-Rules-and-Establishes-New-Framework-for-Public-Companies-to-Assess-Foreign-Ownership-Compliance>

32. What are the odds that this foreign influence and power is primarily held in the hands of the same group of Anti-American Jewish power brokers and/or dual U.S./Israeli citizens and/or their brainwashed “American” Zionist puppets against which

we warn our fellow Americans about in our radio ads and in our radio shows broadcasts? If so, this would seem to constitute massive conflict of interest on the part of the iHeart executives who are censoring Federal candidate's radio ads, which at least partially blow the whistle on their influence. The idea that the FCC has given FCC-licensed TV and radio stations the wiggle room to censor what messages a legally qualified federal write-in candidate can pay for and air on FCC-licensed stations, seems criminal in itself since it directly contradicts every aspect of the letter and spirit of the Reasonable Access Law. (However, there has been a "long train of abuses", i.e., harassments, falling short of outright censorship, against Jim Condit Jr.'s congressional campaigns by WLW and WKRC over the last two decades, whether Federal Candidate was on the ballot or running as a write-in congressional candidate.)

Write-in Candidate – Current and Historical Background

33. In some states the voter can write in any name they choose, even cartoon characters like Mickey Mouse or dead people like Walt Disney. In these states, where there are no legal requirements for a write-in candidate. It is in these states that logically a write-in candidate would have to prove that they were running a real campaign to earn the right to buy airtime on FCC licensed stations.

In other states, like Ohio, an eligible US citizen who wants to run as a write-in candidate for the US House of Representatives must follow and conform to certain legal requirements. In, Ohio, for instance, the person who wants to run as a write-in candidate must pay \$85 to the County Board of Elections and sign a paper that he is declaring himself a write-in candidate. At that moment he becomes a legally qualified candidate at the county Board of Elections (such as Hamilton County), and the Ohio Secretary of State's office. Such a write-in candidate can potentially win the election, as write-in candidate Lisa Murkowski became one of the two Senators for Alaska in 2016, and still holds that office. There are quite a few other historical examples of the success of write-in candidates. There is no good reason or historical reason to treat legally

qualified write in candidates as second-class citizens in the election world. see “Historical success of write-in candidates”, see **Exhibit XVII**,

What could be more absurd than the FCC ruling that a legally qualified write-in candidates, who could win the election if enough people write his or her name in, must further prove that they are running a “real” or “legitimate” “or bona fide” campaign? And as we now see, that ruling puts the decision in the hands of the FCC-licensed radio station, thwarting the letter, spirit, and intent of the Reasonable Access Law, and the 1996 DC Circuit ruling *Becker v FCC*. The FCC should immediately nullify and withdraw this pernicious provision of “bona fide” and “substantial showing” benchmark, cited above in Mr. Meltzer’s letter and in this document elsewhere (Section 73.1940).

34. iHeart protects computer-election-fraud conspirators, ES &S, Hart Intercivic, and Dominion – while taunting non-establishment backed candidates that are not serious candidates, or bona fide candidates, and not wanting to win.

Candidate Jim Condit Jr. says in relation to easily rigged computer counts: **I have run to win in every race to the best of my ability, whether as a write-in candidate or an on-the-ballot candidate, with the limited resources I’ve had at my disposal.** And I’ve run to win amidst dirty tricks by Clear Channel and then later iHeart, to say nothing of all the Boards of Elections in the counties I’ve run in, who run illegal elections in light of two standing Supreme Court decisions. (See WatchTheVoteUSA.com, ElectionNightGatekeepers.com, and Votefraud.org). However, with millions of dollars behind the establishment-approved candidates in the major parties, with a near total blackout in news coverage about most independent-minded candidates, such as Federal Candidate’s campaign unless something negative happens to Federal Candidate or his campaign, with only attacks (as opposed to praise or puff pieces) levelled against Federal Candidate if the “mainstream” news media felt he was getting his campaign message to the public too effectively, and with secret, totally unverifiable, easily-rigged computer election counts in all the races in which Federal Candidate has been a federal candidate, anyone with two brain cells left to rub together knows that the entire system is easily rigged against challengers to the establishment approved

candidates. The easily-rigged computer-processed elections have been in place nationwide since 1988. And the big three election vendors, cited above, process 99% of the ballots in US elections on November election nights. This means the USA and all its federal races have been illegal elections since at least as far back as 1988. The Big Three election vendors cited above have been hired (one each county) in 96% of American counties. Only 5 small counties in New Hampshire still process votes legally according to the US Constitution and the standing Supreme Court decisions. The state of affairs today with regard to which company is processing the votes in which county is available at VerifiedVoting.org, a tremendous effort by the top election experts in the nation, from MIT to Southern California University. For instance, ES & S process ALL the votes in ALL the counties in Alabama.

It is the height of hypocrisy and mendacity for all of the iHeart stations to cover up the secret, easily rigged computer counts in 99% of our counties in the USA for its entire existence, while taunting challengers to the establishment, such as Federal Candidate, that they are “not running to win.”

For instance, in Federal Candidate’s history, in 2010, Butler County Board of Elections (using ES & S, i.e., Election Systems and Software company to process the ballots, one of the only three billionaire companies which counts 96% of counties in the USA) blatantly stole 33,000 votes from Federal Candidate, Jim Condit Jr., 30 minutes after they announced all precincts were counted and 100% of the ballots were processed. [The details and screen shots are at vote fraud.org and linked at ElectionNightGatekeepers.com.](http://vote fraud.org) Jim Condit Jr., running on the Constitution Party, beat the Democrat by seven thousand votes in the initial count which was announced all night by the Butler County Board of Elections, and reported throughout the night by most local TV channels and some radio channels. Then 33,000 votes were stolen from Jim Condit Jr. at 12:50 AM, 20 minutes after the final complete count was announced, together with a statement from the Butler County Board of Elections that 100 per cent of the precincts were “counted”.

The Cincinnati Enquirer carried my 36,000+ vote total (at 12:30 AM) before the vote theft, and my 3000+ vote total after the vote theft (at 12:50 AM) – on the same page the next morning! In the original published complete count – before the theft -- at 12:30 AM on election night 2010, Boehner(R) had about 142,000+ votes, Condit (Constitution Party) had 36,000+ votes, Coussoule (D) had 29,000+ votes, and Harlow (Libertarian) had 5,000+ votes. After the theft, the second contradictory published count was Boehner(R) still at 142,000+, Coussoule (D) now jumped up a little over 36,000 votes to 65,000+ votes, Condit (Constitution Party) dropped 33,000 votes to last place and 3,000+ votes, and Harlow (Libertarian) stayed at 5,000+ votes. ----- Ahhhhhh! Now the count looked like it was supposed to look to the public! So, the people and most of the candidates (except Jim Condit Jr.) thought the third-party candidates were soundly rejected, and never even had a chance. The people don't like independents and minor party candidates. In fact, such candidates shouldn't even run (sad face). For years, and maybe still, the Butler County Board of Election listed this race as still not complete – a sign they were preparing for possible problems such as if I had had enough help, energy and money to sue at that time; one election integrity investigator thought Jim Condit Jr. might have won, with “Constitution Party” after his name in a year that Boehner was despised by many as a compromising “Rino”, i.e., “Republican In Name Only”. But why should we be guessing about the count in any of these illegal, unverifiable computer elections? Again, two still-standing Supreme Court decisions forbid secret vote counts (see WatchTheVoteUSA.com, Supreme Court menu tab).

While this Formal Complaint is addressed to the FCC and not the FEC, assertions from the FCC and iHeart -- that federal write-in candidates are not serious candidates who are not trying to win, in light of the easily-rigged, secret computer counts in 99% of the nation since 1988, -- are ridiculous and even mendacious. iHeart is the worst along with all the other major FCC-licensed radio and TV stations, who cover up our illegal computerized election “counts”, and protect even the IDENTITY of Hart Intercivic, Dominion (formerly Diebold and Sequoia), and Election Systems and Software (ES &S) (the three mysterious, billionaire companies, one of which has been hired by each of about 3000 counties in the USA out of the 3141 counties in the USA -- to process 99%

of the national vote each November, on their secret-computer programs, which software each Board of Elections agrees not to inspect or look at. And then, as Mr. John Brakey and his team are proving, the citizens cannot get at the ballots in a timely manner, or ever. So, if the “Big Three election vendors named above switch tens of millions of votes from, say, Trump to Hillary – there are NO EFFECTIVE CHECKS AND BALANCES on the published election results.

35. THE 2005 CHICAGO ISSUE BETWEEN WLS (890 AM), Jim Condit Jr. for Congress, and the FCC

In one of Jim Condit Jr.’s past federal congressional campaigns (2005), Robert Baker of the FCC told Jim Condit Jr. that the FCC was trying to determine if he was a serious candidate. It didn’t occur to Federal Candidate what he should have said at that moment until days later. Jim Condit Jr. should have answered: “I’m apparently the most serious candidate in the nation, because I’m the only one whose radio ads you’re trying to get off the air.”

In fact, the FCC at that time collaborated with WLS-AM in Chicago to block two days of the four days of radio ads Jim Condit Jr. had purchased on WLS-AM in early November, 2005. This censorship, Federal Candidate believes, was completely illegal, but he did not have the money, energy and help to initiate the type of lawsuit that needed to be filed at that time. That radio ad began: “The best thing we can do for Homeland Security is arrest the head of Homeland Security. Michael Chertoff . . .” -- and then the ad went on to accuse modern-day Israeli agents within the US government, including Michael Chertoff, of perpetrating the 9-11-2001 attacks against the United States, rather than the 19 Arab kids framed in “Lee Harvey Oswald” style as the perpetrators by the media Jews who run every major radio station and TV station in the USA.

WLS (890 AM) station representative, Chuck Kelly, called Federal Candidate on the first day the ads ran (Wednesday, November 2, 2005) on WLS and said (paraphrase), “Mr.

Condit, I have a team of lawyers working on how to get your ads off the air. So many calls are coming in pro-and-con that we're having trouble running the station." In spite of this NO CALLS WERE ALLOWED ON THE AIR AT WLS ABOUT JIM CONDIT JR's ONE MINUTE ADS!

The low-life, gutter talk show host then at WLS, Roe Conn (Jewish), bragged he would get Jim Condit Jr's radio ads off the air on November 2, 2005, the first day the ads aired. Roe Conn also stated he would donate \$6,500 to his favorite Jewish cause to combat the \$5000+ Jim Condit Jr. had spent on the ads on WLS. In fact, in the only time the FCC has acted unfairly towards Jim Condit Jr. in the last 18 years, the FCC did green-light WLS in Chicago to censor the last two days of Jim Condit Jr.'s ads (Friday and Monday), after the ads had played for two days on the Wednesday and Thursday before the November 8th election day that year.

Here is what is still on the lowlife Roe Conn's Wikipedia website as of October 7, 2020:

Jim Condit Jr. ads

On November 2, 2006, Roe said he was disgusted that WLS 890 had to air Jim Condit Jr.'s political advertisements, issue statements accusing [Michael Chertoff](#) and [Zionist Jews](#) of orchestrating the [September 11, 2001, attacks](#) and planning Phase 2 attacks. He pledged to contribute \$6,500, the amount that Condit paid for his ads on Conn's show, to the Jewish United Fund and the World Trade Center Memorial Foundation. Condit's spots were pulled from WLS that afternoon. [Chicago Sun-Times](#) columnist [Robert Feder](#) lauded Roe's stance as one of the "genuine class acts" in radio that year.^[9]

Yes, Roe Conn's petulant brags that he would get Jim Condit Jr.'s ads removed off of WLS (not covered in this Wikipedia passage), which was fulfilled against all law and fact, by WLS and the FCC in those few days in November 2005, and his flagrant goal of censorship of a federal candidate against all law and fact – were lauded as a “class act” by another Chicago “lady-of-the-evening” press person, Robert Feder. (By the way, Jim Condit Jr. called into Roe Conn's afternoon radio show while the ads were still running on the second day. Roe Conn refused to take the call. Instead Roe Conn continued with his usual gossipy, often low-life sexual based talk, so prominent on his radio show.

After Jim Condit Jr.'s radio ads were removed from WLS, an info-crime to be sure, WLS's Chuck Kelly told Jim Condit Jr. in a phone call: "If you pursue this legally, I'd like to be involved. In 20 years in radio I have never heard the term "contour region."

Contour Region was the brand new concept the FCC suddenly made up after Jim Condit Jr.'s ads started running on WLS in early November 2005, to help censor the last two days of Federal Candidate's ads. "Contour Region" was supposed to be the area in which radio stations could be heard in the federal candidate's region. In fact, WLS in Chicago, one of the most powerful radio stations in the USA, could be heard in Cincinnati, Ohio through great static, but let's not let facts cloud the case. This concept of "contour region" was TOTALLY made up to get Jim Condit Jr.'s campaign ads off of WLS in early November, 2005.

When I was informed of the FCC's decision on Thursday evening, November 3, 2005, Mr. Bobby Baker of the FCC media division called me with a lawyer in his office. After being informed of their decision, I asked if I could have the lawyer's name in case we had to talk again. THE LAWYER REFUSED. I said something like, "You are representing a federal agency in the United States of America, aren't you? We're not in the Soviet Union yet, I don't think." No name of the lawyer was forthcoming, and Bobby Baker was OK with this. He had told me on the call before that, "This isn't going to end well for you." I thought at the time, "Hmmmm. What does that mean?"

The concept of "Contour region" is not in the Reasonable Access Law, *Becker v FCC*, or anywhere else. Jim Condit Jr. doesn't think it's even written in the FCC regulations to this day, at least not to his knowledge at this minute. Ron Paul, Bernie Sanders, and all other federal candidates have been allowed to mail letters to all 50 states if they thought they could get support from there. But the FCC found in November 2005 that federal candidates are not allowed to advertise on FCC-licensed TV and radio stations anywhere in the USA where such federal candidates thought they could get support or attract donations. Obviously, non-sensical and ridiculous, allowing the FCC and FCC

licensed radio stations to tell with finality a federal candidate how to run his campaign, and what he can do and not do – TOTALLY in contradiction to the letter and spirit of the Reasonable Access Law, and Becker v. FCC.

On one of the calls on the first day the ads ran (November 2, 2005), Jim Condit Jr. answered the phone and heard Bobby Baker screaming at the Federal Candidate at the top of his lungs. Jim Condit Jr. had been up for 24 hours and asked what was the matter. Baker said among other things that he was sorry Jim Condit Jr. even had the names of any of his staff at the FCC, suggesting by implication perhaps I would come try to hurt or harass them. I was informed that the one-time internet talk show host, Darryl Bradford Smith who operated out of France, had called him. Since Jim Condit Jr. didn't know what was said on the call, he was somewhat sympathetic to Mr. Baker who was very upset. Jim Condit Jr. had been a guest on the Darryl Bradford Smith show numerous times before this incident. When Federal Candidate afterwards talked to Darryl Bradford Smith, Smith informed him that he had called Mr. Baker's attention to 18 USC 242 (Deprivation of Rights under color of law), which stated that public officials in the USA who use their office to violate the civil rights of US citizens can be punished severely, including jail time.

In fact, it seemed that nothing mattered in November 2005 to the FCC and WLS-AM but getting Jim Condit Jr.'s ads off the air. As Jim Condit Jr. said above, this was the only time the FCC and/or Mr. Robert Baker was unfair to him since 2005 in regards to the Reasonable Access Law or Becker v FCC.

36. The Doctor Analogy: What iHeart is trying to do to Jim Condit Jr. for Congress is like a doctor accepting payment in full to do an urgently needed and time-sensitive operation, and then you get to the hospital with little time left to health disaster, and the doctor says: "Here's your money back. I'm not doing the operation. We're even." iHeart does NOT own the public airwaves which it is licensed to use, but those running iHeart seem to think they do. iHeart has accepted the money from Jim Condit Jr. for Congress Committee, if they don't run all the ads in full AS PAID FOR and as requested and

required all the way to 11-1-20, then they will have accepted the money, not provided the service bought, and are in serious breach of contract. The product Federal Candidate bought is irreplaceable and can only be provided once, during the 2020 campaign so he and his supporters can have a voice in the debate in the USA in 2020, and the public's right to hear their message is protected. This time will never come again. And if those running FCC-licensed stations can return money paid by federal candidates AFTER said stations have approved that the candidate is eligible to buy time on some of their FCC-licensed stations, rather than run the radio ads and shows they don't like – then the Reasonable Access Law, Becker v. FCC, and the freedom of speech of federal candidates and their supporters IS OVER, or at least at the beginning of the end, illegally damaged by malicious FCC-licensed station owners, and the FCC itself, in a brazen defiance of the US Congress and the Washington DC circuit court.

And Federal Candidate is not going to accept a refund of any kind from iHeart. We paid for a time-sensitive service, and nothing but that service will do. We are running for federal office (Congress) to try to win against great odds -- and to be in the public discussion in this critical year of 2020, even though that greatly offends iHeart's owners and executives. Nothing else will do. It is clear that those running iHeart, do not want my voice in the public debate of 2020, and apparently are willing to lie and break the law to accomplish this.

Jim Condit Jr. for Congress, running in the 2nd District of Ohio in 2020, is yet again “committing free speech” in a way that iHeart, WLW, and WKRC do not approve of. But this time they've gone over the line into outright censorship.

These people make King George III look like a saint.

37. THE FREEDOM AND FREE-SPEECH ROBBERS AT IHEART MEDIA MUST NOT GO UNPUNISHED FOR THEIR CENSORSHIP OF JIM CONDIT JR. FOR CONGRESS

38. No moral person or group or society can let the Bank Robber rob the bank at gunpoint, traumatize, terrorize and injure the employees and customers, and steal \$1 million dollars, and then when the Robber gets caught outside the bank, say to him: “Return the money and go home. We’re even. It’s all good.” NO! The bank robber must be punished as well for grievous misconduct and must pay restitution to the victims. What iHeart has done to the Jim Condit Jr. for Congress Campaign, in order to block his information-packed radio shows and radio ads which have the potential of waking up the public to what is happening to the United States at the hands of the organized Jewish network and the Jewish controlled major TV and Radio stations (100% of them) in the USA, is one million times more dangerous of a threat to the people of the USA regarding freedom of speech (1st Amendment) and regarding the blocking of vital information the American people need to know to preserve their very freedom, and the freedom of their children and grandchildren – what iHeart has done in this censorship of Federal Candidate is one million times more dangerous to the USA than any bank robber robbing \$1 million from a bank at gun point. (And, to be clear, just for the record, Jim Condit Jr. and the Jim Condit Jr. for Congress Committee are 1000% against armed bank robberies.)

38. Clearly, time is of the essence with less than 3 weeks remaining before election day, November 3, 2020. No harm will come to other innocent parties with a ruling in Federal Candidate’s favor and justice will be served to a nefarious anti-American company like iHeart who behaves as though they are above the law, and as if iHeart owns the public airwaves, rather than the actual owners, namely, the public. However, a ruling in favor

of iHeart will cause further irreparable injury to a Federal Candidate, his supporters and the public who have a right to hear all sides, including the truth, in order to make informed decisions, especially about their leadership and elections.

Since we always use our one minute radio ads to promote the Sunday Night radio show, then if we are not back on the air on WLW by this Thursday, October 22, 2020 – then it will be impossible for WKRC to make up for the six remaining one hour programs which have been already paid for by Federal Candidate.

IN CONCLUSION

39. Federal candidate Jim Condit Jr., already approved by iHeart as a “bona fide” candidate making a substantial showing with its signed contract of September 3, 2020, and Jim Condit Jr. for Congress Committee, which by its activities have FAR exceeded the standard for a “bona fide” candidate making a “substantial showing” by federal laws, state laws, the FEC, and FCC regulations cited above, see Exhibit XXI, demands that the FCC do its job and instruct iHeart to put Federal Candidate back on the air with ALL the radio ads and radio shows that Federal Candidate and his Jim Condit Jr. for Congress Committee have already paid (six one hour shows remaining, and 18 one-minute ads radio ads remaining). Also, that iHeart must accept any other radio ads that Federal Candidate is able to pay for in this 2020 election cycle under the criteria of the Reasonable Access and the DC Circuit Court 1996 ruling, *Becker v. FCC*, which asserts and affirms that FCC-licensed stations must sell airtime to federal candidates in the last

60 days before a general election by the same standards and rules said stations sell
airtime to businesses, other organizations, and non-candidate individuals.

All Exhibits attached hereto and referred to herein are hereby incorporated in this Complaint, by this
reference, and made a part hereof for all purposes as if fully set forth herein.

END OF FORMAL COMPLAINT AND REQUEST FOR RULING FROM THE FCC



Jim Condit Jr. for Congress
Jim Condit Jr.'s Affidavit is **Exhibit XVIII**

Sincerely,

Attachments: EXHIBITS I – XXI

SENT TO: FCC (Federal Communications Commission)
Ajit Pai, Chairman of the FCC
Ajit.Pai@fcc.gov

Maria Mullarkey, Acting Division Chief
Policy Division, Media Bureau
Maria.Mullarkey@fcc.gov

Steven Broeckaert, Senior Deputy Division Chief
Steven.broeckaert@fcc.gov

Brendan Murray, Deputy Division Chief
Brendan.murray@fcc.gov

Robert Baker, Assistant Division Chief
Robert.Baker@fcc.gov

Lyle Elder, Assistant Division Chief
Lyle.elder@fcc.gov

Gary Schonman (Works with Mr. Baker)
Gary.Schonman@fcc.gov

cc: Ari Meltzer, iHeart Attorney for WLW/WKRC
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
Tel: 202.719.7000 Ari: 202.719.7467
ameltzer@wiley.law

EXHIBIT I

Ari Meltzer
202.719.7467
ameltzer@wiley.law



Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
Tel: 202.719.7000

September 24, 2020

VIA E-MAIL

wiley.law

Jim Condit Jr.
Address Redacted
letfreedomring247@gmail.com

Re: Reasonable Access Request to WLW(AM) and WKRC(AM)

Dear Mr. Condit:

Our firm represents iHeartMedia, Inc. ("iHeart"), which, through its subsidiaries, is the owner and operator of radio stations WLW(AM) and WKRC(AM).

I understand that you have requested to purchase airtime on WLW and WKRC pursuant to Section 312(a) of the Communications Act and Section 73.1944 of the FCC Rules on the basis that you claim to be a legally qualified candidate for U.S. Congress in Ohio's Second Congressional District. As you know, Section 73.1940 of the FCC Rules includes specific criteria for a legally qualified candidate for public office, including the requirement that a write in candidate must make "a substantial showing" that the candidate is "a *bona fide* candidate for nomination or office."

It is well established that the burden of making a substantial showing rests with the candidate. See *In Re Complaint of Michael Stephen Levinson Against Television Station Licensees*, 87 FCC 2d 433, 434 (Broadcast Bur. 1980) (speaking to candidate, "[t]he burden is on you to establish to the stations from which you seek broadcast time under Section 312 that you have 'engaged to a substantial degree in activities commonly associated with political campaigning'").

On September 21, 2020, Bill Mountel of iHeart requested that you substantiate your claim that you are entitled to reasonable access. Based on the information that you provided, iHeart determined that you had not satisfied the FCC's criteria. After Mr. Mountel advised you that iHeart did not believe you had made a substantial showing, you provided Mr. Mountel with an additional report of purported campaign activities.

Having reviewed this additional information, iHeart continues to believe that you have failed to make a substantial showing that you are a *bona fide* candidate entitled to reasonable access under the standards adopted by the FCC. As such, iHeart is exercising its discretion not to broadcast the material that you have provided.

To be clear, the distinction between reasonable access for candidates who have qualified for the ballot and write-in candidates comes directly from Section 73.1940(b) of the FCC Rules. iHeart is merely applying the standards adopted by the FCC both in its rules and in the cases it has adjudicated over the years. To the extent you believe this distinction is unfair or improper, your issue is with the FCC, not iHeart.

Jim Condit Jr.
September 24, 2020
Page 2

We appreciate your understanding of iHeart's position on this matter.

Sincerely,



Ari Meltzer

cc: iHeartMedia, Inc.

4818-5400-3148.1

EXHIBIT II

Jim Condit Jr.
Jim Condit Jr. for Congress
Sensitive Info Redacted

letfreedomring247@gmail.com
realnewsrealaction@gmail.com

September 30, 2020

Via LMS / CORE in the FCC online system
(FRN 0030044804 for "Jim Condit Jr. for Congress", Jim Condit Jr.
federal congressional candidate for that Committee)

FCC (Federal Communications Commission)
Policy Division, Media Bureau
445 12th St. SW
Washington DC, 20554

Maria Mullarkey, Acting Division Chief
Maria.Mullarkey@fcc.gov

Robert Baker, Assistant Division Chief
Robert.Baker@fcc.gov

* * * * *

WLW (700 AM License Renewal Application information)

File Number: 0000115405 Submit Date: 06/01/2020 Call Sign: WLW Facility ID: 29733 FRN:
0018273367 State: Ohio City: CINCINNATI Service: AM Purpose: Renewal of License Status:
Pending Status Date: 06/01/2020 Filing Status: Active

Applicant / Legal Representative:

CITICASTERS LICENSES, INC.

Doing Business As: CITICASTERS LICENSES, INC.

FCC Contact: 7136 S. YALE AVENUE, SUITE 501

TULSA, OK 74136 United States

+1 (918) 664-4581

FCCCONTACT@IHEARTMEDIA.COM

(Citicasters is a subsidiary of iHeart Media according to the SEC)

Here are the reasons we are making an informal objection to the renewal of the FCC license to WLW (700 AM)

1. Violating Reasonable Access Law against Jim Condit Jr. for Congress, Jim Condit Jr. federal congressional candidate running in 2nd District of Ohio

In the last week, beginning on 9-24-20, iHeart Media broke its WKRC and WLW contracts, -- contracts with contract numbers assigned by iHeart (WKRC contract # is 1518049345; WLW contract # is 1518049348) and posted on their public media file on the internet circa 9-3-20 -- again, broke these contracts with Jim Condit Jr. for Congress Committee after iHeart:

Here is the sequence:

a) iHeart verified Jim Condit Jr. was a qualified write-in candidate with the Hamilton County Board of Elections;

b) received all the items it had asked for (yard signs, bumper stickers, brochures, etc.) regarding, in their mindset, the legitimacy of the Jim Condit Jr. for Congress Committee to qualify to buy ads on FCC-licensed stations, and Jim Condit Jr. for Congress Committee has an affidavit from Mr. Jason Miller who witnessed the transfer of all campaign items and all bank checks to iHeart, without objection from iHeart until 9-21-20, circa 19 days after they had accepted the campaign items;

c) THEN iHeart drew up the contracts -- with contract numbers for each WLW and WKRC assigned by iHeart, and signed by both parties (see above for contract numbers;

d) THEN iHeart accepted \$11,230.20 as payment for nine weeks of radio ads on WLW and 9 weeks of radio shows on WKRC, running from 9-4-20 to 11-1-20;

e) THEN iHeart cashed all the certified checks, which we have proof of from fifth third bank;

f) THEN iHeart ran 3 weeks of Jim Condit Jr. for Congress Radio ads and Radio shows on WKRC and WLW from 9-4-20 to 9-20-20.

g) THEN iHeart, on 9-21-20 because they didn't like the content of Condit's radio ads and radio show, asked for MORE proof that Condit was running a campaign outside the radio ads, which Condit provided, including upcoming media appearances;

h) THEN iHeart wrote a letter through their attorney Ari Meltzer at Wiley Law Firm to Jim Condit Jr. for Congress Committee, stating that iHeart did not accept that Jim Condit Jr. for Congress qualified anymore to buy time on WLW and WKRC, while giving no reason for the sudden decision not to recognize the Jim Condit Jr. for Congress Committee as worthy to buy time on WLW and WKRC -- this emphasizes how weak the iHeart position is.

i) THEN iHeart censored/did not run the Condit for Congress ads on 9-24-20 and the Condit for Congress radio show on 9-27-20 (we have recordings of the time slots the ads and radio show were to be played – and they were NOT aired. This is the most total and blatant violation of the Reasonable Access Law in its history, with the radio station and their owners, iHeart, clearly making itself the arbiter of who is a "worthy" legally qualified candidate, AFTER they had already accepted Jim Condit Jr. as a "worthy" legally qualified candidate as proven above in items a through g, but then, after that, making itself the arbiter of what content that candidate can put in his or her radio ads, in direct contradiction to the Reasonable Access Law and Becker v. FCC, 1996.

In addition, the Jim Condit Jr. for Congress Radio ads and Radio Show, after being played from 9-4-20 to 9-20-20, were censored on 9-24-20 and 9-27-20, i.e., not played on WLW and WKRC, even though said ads were paid for and covered by the iHeart contracts which Jim Condit Jr. for Congress and iHeart completed in early September, on 9-3-20;; and after iHeart had received all the items it asked (yard signs, bumper stickers, brochures, etc.) by the morning of 9-4-20, a few hours before the first radio ads ran on WLW. And these ads and radio show was censored after iHeart had assigned contract numbers for both stations with both parties signing, and after iHeart had green-lighted Jim Condit for Congress to buy radio time on WKRC and WLW from 9-4-20 to 9-20-20.

The above is the first reason we are making an informal objection to the renewal of WLW's license.

* * * * *

Here is the 2nd reason:

iHeart's non-compliance with section 315(e)(3) of the Act and section 73.1943(c) of the Rules, regarding timely uploading of their public and political files, thus harming the right of federal candidates to enjoy "equal access" if other federal candidates in their race are given time unrelated to urgent news items.

Here is the exact section from the July 22, 2020 ruling from the FCC decision regarding iHeart's failure to comply with timely uploading of their public and political files:

In the Matter of Online Political Files of

iHeartMedia, Inc.

Licensee of Various Commercial Radio Stations

File No.: MB/POL-07072020-D

From: **Federal Communications Commission DA 20-773**

“3. It is crucial that stations maintain political files that are complete and up to date because the information in them directly affects, among other things, the statutory rights of opposing candidates to request equal opportunities pursuant to section 315(a) of the Act⁸ and present their positions to the public prior to an election.⁹ In addition, as the Commission has stated, “the disclosures included in the political file further the First Amendment’s goal of an informed electorate that is able to evaluate the validity of messages and hold accountable the interests that disseminate political advocacy.”¹⁰”

Also:

“The Commission first adopted rules requiring broadcast stations to maintain public files documenting requests for political advertising time more than 80 years ago,¹ and political file obligations have been embodied in section 315(e) of the Act since 2002.² Section 315(e)(1) requires radio station licensees, among other regulatees, to maintain and make available for public inspection information about each request for the purchase of broadcast time that is made: (a) by or on behalf of a legally qualified candidate for public office,³ or (b) by an issue advertiser whose advertisement communicates a message relating to a political matter of national importance.⁴ Section 315(e)(3) of the Act requires stations to upload information about such requests to their online political files “as soon as possible.”⁵ Section 73.1943(a) of the Commission’s Rules requires stations to maintain and make available for public inspection information about all requests for broadcast time made by or on behalf of candidates for public office,⁶ and section 73.1943(c) requires stations to upload such information to their online political files “as soon as possible,” meaning “immediately absent unusual circumstances.”⁷ ” (end quote of language)

Also:

4. iHeart is the licensee of various commercial radio stations across the country. In February 2020, iHeart voluntarily informed the Bureau that many of its stations had not uploaded records of requests for the purchase of political broadcast time in a timely manner. iHeart’s disclosure was consistent with the information that it provided in multiple license renewal applications filed with the Commission during the current license renewal cycle.

This FCC ruling from which the above was quoted -- was Adopted: July 22, 2020.

For all the reasons above, we send this Informal Objection that WLW’s license should not be renewed.

Here is the 3rd reason:

* * * * *

3. Foreign Ownership

Section 310 of Communications Act of 1934 limits foreign ownership to 20% or 25% depending on the category of ownership.

But the FCC Document “ ” found here: <https://www.fcc.gov/general/foreign-ownership-rules-and-policies-common-carrier-aeronautical-en-route-and-aeronautical>

begins to make allowances for greater ownership, even up to envision making allowances for up to 100% of the stock by foreign owners.

iHeart listed “Yes” on the foreign ownership question, and they should have said, “No” since they admitted elsewhere that they already and over 25% foreign ownership.

25% foreign ownership limits under 310 of the Communications Act limits foreign ownership to 20%, or at the most 25%, depending on the category and circumstances. Yet iHeart admits already having over 25% foreign ownership, and is seeking 100% foreign ownership. They should have answered “No” to the foreign ownership question, with attachments explaining.

Petition for declaratory ruling under section 310 (b) (4) of the Communications Act of 1934 as amended. ruling date July 25, 2019:

“In connection with its foreign ownership monitoring efforts following emergence from bankruptcy, iHeart learned of an unforeseen and unforeseeable development with respect to an iHeart Class A shareholder that occurred due to matters wholly outside of iHeart’s control. Specifically, iHeart learned of a transaction in which Invesco Ltd. (“Invesco”), a limited company organized under the laws of Bermuda with exempted status, acquired OppenheimerFunds, Inc. (“Oppenheimer”), the ultimate parent company of the investment adviser of various U.S.-organized mutual funds that collectively received approximately 9.4 percent of iHeart’s Class A Common Stock at emergence. Those funds had been properly treated as having 0 percent foreign voting and 0 percent foreign equity at iHeart’s emergence date based on certifications submitted in the bankruptcy. iHeart has been informed that (1) in connection with Invesco’s acquisition of Oppenheimer, the investment adviser of the Oppenheimer funds holding iHeart stock became Invesco Advisers, Inc. (“IAI”), a Delaware corporation; (2) as the investment adviser, IAI makes the investment decisions for the funds and votes the shares held by the funds; (3) IAI’s ultimate parent is Invesco, a limited company organized under the laws of Bermuda with exempted status; and (4) this unforeseen change in the investment adviser to the Oppenheimer funds did not involve a change in the funds’ equity
12 See EAM § B.5(c).

. . . ownership. iHeart was not informed of the Invesco/Oppenheimer transaction prior to its occurrence, was not otherwise aware of that transaction, and would not have had any ability to prevent it from occurring under any circumstances.¹³ Promptly after learning and confirming occurrence of the transaction, iHeart informed the FCC of this development by letter dated July 3, 2019.¹⁴ The FCC responded on July 9, 2019, indicating that it had not determined that the change in the Oppenheimer funds' investment adviser is contrary to the public interest and deeming iHeart to be in compliance with the FCC's foreign ownership reporting rules pending receipt and processing of the instant Petition.¹⁵

Based on information concerning the ownership of its common stock and warrants as of emergence and taking into account the Invesco/Oppenheimer transaction, iHeart estimates that, if all Special Warrants were exercised, iHeart's aggregate foreign voting percentage would reach approximately 70.5 percent, and its foreign equity percentage would reach approximately 63.9 percent.¹⁶ Because the Special Warrants (as well as iHeart's common stock) are subject to 13 See 47 C.F.R. § 1.5004(f)(3)(ii).

¹⁴ See *id.* § 1.5004(f)(3)(i). ¹⁵ Based upon this exchange of letters and Section 1.5004(f)(3)(iii) of the Commission's rules, iHeart has not taken remedial action pursuant to its Certificate of Incorporation with respect to the Invesco holdings. See *supra* n.9; see also 47 C.F.R. 1.5004(f)(3)(iii).

. . . These percentages were calculated by iHeart's advisors. The percentage for foreign voting differs from the percentage for foreign equity for three reasons. *First*, certain holders received Class B Common Stock, which is non-voting for FCC purposes and is included only in the total equity percentage, in lieu of Class A Common Stock (which is included in both the voting and equity percentage), to ensure that they remained non-attributable under the FCC's media ownership rules and that iHeart's aggregate foreign voting percentage did not exceed 22.5 percent at emergence. *Second*, as noted above, iHeart has been informed that the Invesco/Oppenheimer transaction impacted iHeart's aggregate foreign voting percentage, but not its foreign equity percentage. *Third*, at iHeart's emergence, one of its wholly owned indirect subsidiaries, iHeartOperations, Inc., issued preferred stock carrying no current voting rights and intended to represent approximately 2 percent of the total equity of iHeartOperations, Inc. at that ongoing trading, however, iHeart does not have full visibility into the identities of its warrant holders prior to the Exchange, and thus iHeart's aggregate foreign equity and voting percentages upon completion of the Exchange could vary from its current estimate.¹⁷ In addition, iHeart seeks flexibility to take on additional foreign investment in order to maximize its access to capital and to promote the free transferability of its stock. iHeart is, accordingly, filing the instant Petition requesting a declaratory ruling to authorize up to 100 percent aggregate foreign investment (voting and equity) in iHeart.

In exhibit E, iHeart admits it has more than 25% foreign ownership, in violation of the 1934 communication act. And Then Seeks an ruling from the FCC that they can have 100% foreign ownership. !!!! See Exhibit:

EXHIBIT E

Estimate of Aggregate Foreign Ownership

(47 C.F.R. § 1.5001(h)(1))

iHeartMedia, Inc. (“iHeart”) estimates that foreign ownership of its capital stock following a grant of this Petition which would permit such ownership would, on a direct and/or indirect basis, be approximately 70.5 percent as to voting and 63.9 percent as to equity. These estimates are based upon certifications obtained by iHeart from holders of claims which were entitled to receive distributions of Class A Common Stock, Class B Common Stock, and/or Special Warrants at its emergence from bankruptcy, as well as additional information obtained from certain of iHeart’s stockholders and calculations performed by iHeart’s advisors. These estimates also assume the exchange of all Special Warrants for common stock pursuant to the Warrant Agreement that governs the Special Warrants. The Warrant Agreement provides for new certifications prior to such exchanges becoming effective.” (end of quote)

Also, how is 60% to 100% of foreign ownership of iHeart, -- largest owner of radio stations in the USA BY FAR at about 843 radio stations, -- not a security breach and danger for the United States of America?

In light of all the above evidence in FCC and/or iHeart communications, and in light of iHeart answering “Yes” on the “Foreign ownership question on the request for renewal of WLW, when they should have answered “No” with attachments, we are making an informal objection to the renewal of the WLW (700 am) license.

Here is the 4th reason:

* * * * *

4. Character

iHeart did not disclose character issues in reference to FCC Licensee renewal application; i.e., about a character problem on FCC Question, which follows:

“Licensee certifies that neither the licensee nor any party to the application has or has had any interest in, or connection with, any broadcast application in any proceeding where character issues were left unresolved, or were resolved adversely against the applicant or any party to the application; . . .”

IHeart said “Yes” when they should have said “No” because they filed bankruptcy and stiffed / failed to pay \$10 billion in money they owed to deserving creditors, while simultaneously requesting and being granted a \$9 million bonus for their CEO. The character issue will be obvious to the public in the coming propaganda and public issue battle, if not to the “impartial” judges who are making such rulings.

From the website of iHeart Lawyers, Kirkland and Ellis:

“A multidisciplinary team of Kirkland attorneys guided audio giant iHeartMedia, Inc. to one of the first significant Chapter 11 confirmations of 2019. iHeart’s Chapter 11 was the largest restructuring filed in 2018 based on outstanding debt. Fewer than 12 months later, the U.S. Bankruptcy Court for the Southern District of Texas confirmed the company’s plan, which reduced its debt from \$16.1 billion to \$5.75 billion and separated iHeart’s media business from its outdoor advertising business. Both businesses will trade publicly when the separation is completed later this year.”

Defaulting on \$10 billion in debt to legitimate creditors is a character problem by any standard. See:

<https://www.kirkland.com/marquee-stories/iheart-confirms-chapter-11-plan-debt-reduction>

Another aspect of the character issue, highlighted by Senator Sherrod Brown of Ohio, in a letter to Mr. Pittman of iHeart Media:

Dear Mr. Pittman:

“I write in response to iHeartMedia’s recent announcement that the company is laying off employees across the country, including dozens of employees at radio stations in Ohio. I am particularly concerned about these layoffs in light of additional news reports that the company significantly increased executive compensation the year before entering bankruptcy and have since asked the bankruptcy judge to approve more executive bonus pay. It is hard to understand why it is in the long-term interest of the company to significantly increase executive compensation while making significant job cuts.

“According to numerous news reports, iHeartMedia recently announced countrywide layoffs as part of the company’s new organizational structure. Although the company has not released the total number of workers who lost their jobs, it is reported that hundreds of workers were terminated and that the layoffs were concentrated in small and medium media markets. It is difficult enough to understand the decision to continue the hollowing out of local media outlets by laying off disc jockeys in smaller communities. But it is particularly difficult to make sense of this decision given that it came after a significant increase in the company’s executive compensation over the last few years.

“According to reporting by *The Wall Street Journal*, you received more than \$9 million in bonuses on top of your annual pay of \$1.25 million in 2017, the year before the company initiated bankruptcy proceedings. Other reports indicate that the bankruptcy judge approved the company’s restructuring plan in January 2019, which included another \$9.3 million incentive bonus for your 2018 work with the company. . .” – The entire letter is on Senator Sherrod Brown’s website.

End of section on Ohio Senator Sherrod Brown

And here is the criteria for radio and TV station license renewal from JDSupra.com – here is the exact link:

<https://www.jdsupra.com/legalnews/a-radio-broadcaster-s-guide-to-license-54382>

The License Renewal Process

The first point to note is that a license renewal application is just that—an application—and not a guarantee of a new license term. The Communications Act of 1934, as amended (the “Act”) requires all radio broadcasters to obtain from the FCC an authorization to operate. By filing Schedule 303-S, an applicant requests its authorization be extended for another eight years. The Act requires the FCC to grant such an application only if it finds that during the preceding license term: (1) the station has served the public interest, convenience, and necessity; (2) the licensee has not committed any serious violations; and (3) there have been no other violations by the licensee of the FCC’s rules and regulations which, taken together, would constitute a pattern of abuse. To this end, the FCC invites petitions to deny, informal objections, and comments from the public for every license renewal application, and will review the application and these other submissions to make a determination as to whether the station at issue is deserving of license renewal.

* * * * *

For all the reasons above, Jim Condit Jr. for Congress Committee and Jim Condit Jr., federal candidate for Congress in the 2nd District of Ohio, for the November 2020 election cycle, places this informal objection to the renewal of the license for WLW radio (700 AM) on this date of September 30, 2020.

EXHIBIT III

Jim Condit Jr.
Jim Condit Jr. for Congress
(Sensitive info redacted)

letfreedomring247@gmail.com
realnewsrealaction@gmail.com

September 30, 2020

Via LMS / CORE in the FCC online system

(FRN 0030044804 for "Jim Condit Jr. for Congress", Jim Condit Jr.
federal congressional candidate for that Committee)

FCC (Federal Communications Commission)
Policy Division, Media Bureau
445 12th St. SW
Washington DC, 20554

Maria Mullarkey, Acting Division Chief
Maria.Mullarkey@fcc.gov

Robert Baker, Assistant Division Chief
Robert.Baker@fcc.gov

* * * * *

WKRC (550 AM License Renewal Application information

File Number: **0000115403** Submit Date: **06/01/2020** Call Sign: **WKRC** Facility ID: **29737** FRN:
0018273367 State **Ohio** City: **CINCINNATI** Service: **AM** Purpose: **Renewal of License** Status:
Pending Status Date: **06/01/2020** Filing Status: **Active**

Applicant / Legal Representative:

CITICASTERS LICENSES, INC.

Doing Business As: CITICASTERS LICENSES, INC.

FCC Contact: 7136 S. YALE AVENUE, SUITE 501

TULSA, OK 74136 United States

+1 (918) 664-4581

FCCCONTACT@IHEARTMEDIA.COM

(Citicasters is a subsidiary of iHeart Media according to the SEC)

Here are the reasons we are making an informal objection to the renewal of the FCC license to WKRC (550 AM)

1. Violating Reasonable Access Law against Jim Condit Jr. for Congress, Jim Condit Jr. federal congressional candidate running in 2nd District of Ohio

In the last week, beginning on 9-24-20, iHeart Media broke its WKRC and WLW contracts, -- contracts with contract numbers assigned by iHeart (WKRC contract # is 1518049345; WLW contract # is 1518049348) and posted on their public media file on the internet circa 9-3-20 -- again, broke these contracts with Jim Condit Jr. for Congress Committee after iHeart:

Here is the sequence:

- a) iHeart verified Jim Condit Jr. was a qualified write-in candidate with the Hamilton County Board of Elections;
- b) received all the items it had asked for (yard signs, bumper stickers, brochures, etc.) regarding, in their mindset, the legitimacy of the Jim Condit Jr. for Congress Committee to qualify to buy ads on FCC-licensed stations, and Jim Condit Jr. for Congress Committee has an affidavit from Mr. Jason Miller who witnessed the transfer of all campaign items and all bank checks to iHeart, without objection from iHeart until 9-21-20, circa 19 days after they had accepted the campaign items;
- c) THEN iHeart drew up the contracts -- with contract numbers for each WLW and WKRC assigned by iHeart, and signed by both parties (see above for contract numbers;
- d) THEN iHeart accepted \$11,230.20 as payment for nine weeks of radio ads on WLW and 9 weeks of radio shows on WKRC, running from 9-4-20 to 11-1-20;
- e) THEN iHeart cashed all the certified checks, which we have proof of from fifth third bank;
- f) THEN iHeart ran 3 weeks of Jim Condit Jr. for Congress Radio ads and Radio shows on WKRC and WLW from 9-4-20 to 9-20-20.
- g) THEN iHeart, on 9-21-20 because they didn't like the content of Condit's radio ads and radio Show, asked for MORE proof that Condit was running a campaign outside the radio ads, which Condit provided, including upcoming media appearances;
- h) THEN iHeart wrote a letter through their attorney Ari Meltzer at Wiley Law Firm to Jim Condit Jr. for Congress Committee, stating that iHeart did not accept that Jim Condit Jr. for Congress qualified anymore to buy time on WLW and WKRC, while giving no reason for the sudden decision not to recognize the Jim Condit Jr. for Congress Committee as worthy to buy time on WLW and WKRC -- this emphasizes how weak the iHeart position is.

i) THEN iHeart censored/did not run the Condit for Congress ads on 9-24-20 and the Condit for Congress radio show on 9-27-20 (we have recordings of the time slots the ads and radio show were to be played – and they were NOT aired. This is the most total and blatant violation of the Reasonable Access Law in its history, with the radio station and their owners, iHeart, clearly making itself the arbiter of who is a "worthy" legally qualified candidate, AFTER they had already accepted Jim Condit Jr. as a "worthy" legally qualified candidate as proven above in items a through g, but then, after that, making itself the arbiter of what content that candidate can put in his or her radio ads, in direct contradiction to the Reasonable Access Law and Becker v. FCC, 1996.

In addition, the Jim Condit Jr. for Congress Radio ads and Radio Show, after being played from 9-4-20 to 9-20-20, were censored on 9-24-20 and 9-27-20, i.e., not played on WLW and WKRC, even though said ads were paid for and covered by the iHeart contracts which Jim Condit Jr. for Congress and iHeart completed in early September, on 9-3-20;; and after iHeart had received all the items it asked (yard signs, bumper stickers, brochures, etc.) by the morning of 9-4-20, a few hours before the first radio ads ran on WLW. And these ads and radio show was censored after iHeart had assigned contract numbers for both stations with both parties signing, and after iHeart had green-lighted Jim Condit for Congress to buy radio time on WKRC and WLW from 9-4-20 to 9-20-20.

The above is the first reason we are making an informal objection to the renewal of WKRC's license.

* * * * *

Here is the 2nd reason:

iHeart's non-compliance with section 315(e)(3) of the Act and section 73.1943(c) of the Rules, regarding timely uploading of their public and political files, thus harming the right of federal candidates to enjoy "equal access" if other federal candidates in their race are given time unrelated to urgent news items.

Here is the exact section from the July 22, 2020 ruling from the FCC decision regarding iHeart's failure to comply with timely uploading of their public and political files:

In the Matter of Online Political Files of

iHeartMedia, Inc.

Licensee of Various Commercial Radio Stations

File No.: MB/POL-07072020-D

FRN: 0019970417

From: **Federal Communications Commission DA 20-773**

“3. It is crucial that stations maintain political files that are complete and up to date because the information in them directly affects, among other things, the statutory rights of opposing candidates to request equal opportunities pursuant to section 315(a) of the Act⁸ and present their positions to the public prior to an election.⁹ In addition, as the Commission has stated, “the disclosures included in the political file further the First Amendment’s goal of an informed electorate that is able to evaluate the validity of messages and hold accountable the interests that disseminate political advocacy.”¹⁰”

Also:

“The Commission first adopted rules requiring broadcast stations to maintain public files documenting requests for political advertising time more than 80 years ago,¹ and political file obligations have been embodied in section 315(e) of the Act since 2002.² Section 315(e)(1) requires radio station licensees, among other regulatees, to maintain and make available for public inspection information about each request for the purchase of broadcast time that is made: (a) by or on behalf of a legally qualified candidate for public office,³ or (b) by an issue advertiser whose advertisement communicates a message relating to a political matter of national importance.⁴ Section 315(e)(3) of the Act requires stations to upload information about such requests to their online political files “as soon as possible.”⁵ Section 73.1943(a) of the Commission’s Rules requires stations to maintain and make available for public inspection information about all requests for broadcast time made by or on behalf of candidates for public office,⁶ and section 73.1943(c) requires stations to upload such information to their online political files “as soon as possible,” meaning “immediately absent unusual circumstances.”⁷ ” (end quote of language)

Also:

4. iHeart is the licensee of various commercial radio stations across the country. In February 2020, iHeart voluntarily informed the Bureau that many of its stations had not uploaded records of requests for the purchase of political broadcast time in a timely manner. iHeart’s disclosure was consistent with the information that it provided in multiple license renewal applications filed with the Commission during the current license renewal cycle.

This FCC ruling from which the above was quoted -- was Adopted: July 22, 2020.

For all the reasons above, we send this Informal Objection that WKRC’s license should not be renewed.

Here is the 3rd reason:

* * * * *

3. Foreign Ownership

Section 310 of Communications Act of 1934 limits foreign ownership to 20% or 25% depending on the category of ownership.

But the FCC Document “ ” found here: <https://www.fcc.gov/general/foreign-ownership-rules-and-policies-common-carrier-aeronautical-en-route-and-aeronautical>

begins to make allowances for greater ownership, even up to envision making allowances for up to 100% of the stock by foreign owners.

iHeart listed “Yes” on the foreign ownership question, and they should have said, “No” since they admitted elsewhere that they already and over 25% foreign ownership.

25% foreign ownership limits under 310 of the Communications Act limits foreign ownership to 20%, or at the most 25%, depending on the category and circumstances. Yet iHeart admits already having over 25% foreign ownership, and is seeking 100% foreign ownership. They should have answered “No” to the foreign ownership question, with attachments explaining.

Petition for declaratory ruling under section 310 (b) (4) of the Communications Act of 1934 as amended. ruling date July 25, 2019:

“In connection with its foreign ownership monitoring efforts following emergence from bankruptcy, iHeart learned of an unforeseen and unforeseeable development with respect to an iHeart Class A shareholder that occurred due to matters wholly outside of iHeart’s control. Specifically, iHeart learned of a transaction in which Invesco Ltd. (“Invesco”), a limited company organized under the laws of Bermuda with exempted status, acquired OppenheimerFunds, Inc. (“Oppenheimer”), the ultimate parent company of the investment adviser of various U.S.-organized mutual funds that collectively received approximately 9.4 percent of iHeart’s Class A Common Stock at emergence. Those funds had been properly treated as having 0 percent foreign voting and 0 percent foreign equity at iHeart’s emergence date based on certifications submitted in the bankruptcy. iHeart has been informed that (1) in connection with Invesco’s acquisition of Oppenheimer, the investment adviser of the Oppenheimer funds holding iHeart stock became Invesco Advisers, Inc. (“IAI”), a Delaware corporation; (2) as the investment adviser, IAI makes the investment decisions for the funds and votes the shares held by the funds; (3) IAI’s ultimate parent is Invesco, a limited company organized under the laws of Bermuda with exempted status; and (4) this unforeseen change in the investment adviser to the Oppenheimer funds did not involve a change in the funds’ equity
12 See EAM § B.5(c).

. . . ownership. iHeart was not informed of the Invesco/Oppenheimer transaction prior to its occurrence, was not otherwise aware of that transaction, and would not have had any ability to prevent it from occurring under any circumstances.¹³ Promptly after learning and confirming occurrence of the transaction, iHeart informed the FCC of this development by letter dated July

3, 2019.¹⁴ The FCC responded on July 9, 2019, indicating that it had not determined that the change in the Oppenheimer funds' investment adviser is contrary to the public interest and deeming iHeart to be in compliance with the FCC's foreign ownership reporting rules pending receipt and processing of the instant Petition.¹⁵

Based on information concerning the ownership of its common stock and warrants as of emergence and taking into account the Invesco/Oppenheimer transaction, iHeart estimates that, if all Special Warrants were exercised, iHeart's aggregate foreign voting percentage would reach approximately 70.5 percent, and its foreign equity percentage would reach approximately 63.9 percent.¹⁶ Because the Special Warrants (as well as iHeart's common stock) are subject to 13 See 47 C.F.R. § 1.5004(f)(3)(ii).

14 See *id.* § 1.5004(f)(3)(i). 15 Based upon this exchange of letters and Section 1.5004(f)(3)(iii) of the Commission's rules, iHeart has not taken remedial action pursuant to its Certificate of Incorporation with respect to the Invesco holdings. See *supra* n.9; see also 47 C.F.R. 1.5004(f)(3)(iii).

. . . These percentages were calculated by iHeart's advisors. The percentage for foreign voting differs from the percentage for foreign equity for three reasons. *First*, certain holders received Class B Common Stock, which is non-voting for FCC purposes and is included only in the total equity percentage, in lieu of Class A Common Stock (which is included in both the voting and equity percentage), to ensure that they remained non-attributable under the FCC's media ownership rules and that iHeart's aggregate foreign voting percentage did not exceed 22.5 percent at emergence. *Second*, as noted above, iHeart has been informed that the Invesco/Oppenheimer transaction impacted iHeart's aggregate foreign voting percentage, but not its foreign equity percentage. *Third*, at iHeart's emergence, one of its wholly owned indirect subsidiaries, iHeartOperations, Inc., issued preferred stock carrying no current voting rights and intended to represent approximately 2 percent of the total equity of iHeartOperations, Inc. at that ongoing trading, however, iHeart does not have full visibility into the identities of its warrant holders prior to the Exchange, and thus iHeart's aggregate foreign equity and voting percentages upon completion of the Exchange could vary from its current estimate.¹⁷ In addition, iHeart seeks flexibility to take on additional foreign investment in order to maximize its access to capital and to promote the free transferability of its stock. iHeart is, accordingly, filing the instant Petition requesting a declaratory ruling to authorize up to 100 percent aggregate foreign investment (voting and equity) in iHeart.

In exhibit E, iHeart admits it has more than 25% foreign ownership, in violation of the 1934 communication act. And Then Seeks an ruling from the FCC that they can have 100% foreign ownership. !!!! See Exhibit:

EXHIBIT E

Estimate of Aggregate Foreign Ownership

(47 C.F.R. § 1.5001(h)(1))

iHeartMedia, Inc. ("iHeart") estimates that foreign ownership of its capital stock following a grant of this Petition which would permit such ownership would, on a direct and/or indirect basis, be approximately 70.5 percent as to voting and 63.9 percent as to equity. These

estimates are based upon certifications obtained by iHeart from holders of claims which were entitled to receive distributions of Class A Common Stock, Class B Common Stock, and/or Special Warrants at its emergence from bankruptcy, as well as additional information obtained from certain of iHeart's stockholders and calculations performed by iHeart's advisors. These estimates also assume the exchange of all Special Warrants for common stock pursuant to the Warrant Agreement that governs the Special Warrants. The Warrant Agreement provides for new certifications prior to such exchanges becoming effective." (end of quote)
Also, how is 60% to 100% of foreign ownership of iHeart, -- largest owner of radio stations in the USA BY FAR at about 843 radio stations, -- not a security breach and danger for the United States of America?

In light of all the above evidence in FCC and/or iHeart communications, and in light of iHeart answering "Yes" on the "Foreign ownership question on the request for renewal of WKRC, when they should have answered "No" with attachments, we are making an informal objection to the renewal of the WKRC (550 am) license.

Here is the 4th reason:

* * * * *

4. Character

iHeart did not disclose character issues in reference to FCC Licensee renewal application; i.e., about a character problem on FCC Question, which follows:

"Licensee certifies that neither the licensee nor any party to the application has or has had any interest in, or connection with, any broadcast application in any proceeding where character issues were left unresolved, or were resolved adversely against the applicant or any party to the application; . . ."

IHeart said "Yes" when they should have said "No" because they filed bankruptcy and stiffed / failed to pay \$10 billion in money they owed to deserving creditors, while simultaneously requesting and being granted a \$9 million bonus for their CEO. The character issue will be obvious to the public in the coming propaganda and public issue battle, if not to the "impartial" judges who are making such rulings.

From the website of iHeart Lawyers, Kirkland and Ellis:

"A multidisciplinary team of Kirkland attorneys guided audio giant iHeartMedia, Inc. to one of the first significant Chapter 11 confirmations of 2019. iHeart's Chapter 11 was the largest restructuring filed in 2018 based on outstanding debt. Fewer than 12 months later, the U.S. Bankruptcy Court for the Southern District of Texas confirmed the company's plan, which reduced its debt from \$16.1 billion to \$5.75 billion and separated iHeart's media business from

its outdoor advertising business. Both businesses will trade publicly when the separation is completed later this year.”

Defaulting on \$10 billion in debt to legitimate creditors is a character problem by any standard. See:

<https://www.kirkland.com/marquee-stories/iheart-confirms-chapter-11-plan-debt-reduction>

Another aspect of the character issue, highlighted by Senator Sherrod Brown of Ohio, in a letter to Mr. Pittman of iHeart Media:

Dear Mr. Pittman:

“I write in response to iHeartMedia’s recent announcement that the company is laying off employees across the country, including dozens of employees at radio stations in Ohio. I am particularly concerned about these layoffs in light of additional news reports that the company significantly increased executive compensation the year before entering bankruptcy and have since asked the bankruptcy judge to approve more executive bonus pay. It is hard to understand why it is in the long-term interest of the company to significantly increase executive compensation while making significant job cuts.

“According to numerous news reports, iHeartMedia recently announced countrywide layoffs as part of the company’s new organizational structure. Although the company has not released the total number of workers who lost their jobs, it is reported that hundreds of workers were terminated and that the layoffs were concentrated in small and medium media markets. It is difficult enough to understand the decision to continue the hollowing out of local media outlets by laying off disc jockeys in smaller communities. But it is particularly difficult to make sense of this decision given that it came after a significant increase in the company’s executive compensation over the last few years.

“According to reporting by *The Wall Street Journal*, you received more than \$9 million in bonuses on top of your annual pay of \$1.25 million in 2017, the year before the company initiated bankruptcy proceedings. Other reports indicate that the bankruptcy judge approved the company’s restructuring plan in January 2019, which included another \$9.3 million incentive bonus for your 2018 work with the company. . .” – The entire letter is on Senator Sherrod Brown’s website.

End of section on Ohio Senator Sherrod Brown

And here is the criteria for radio and TV station license renewal from JDsupra.com – here is the exact link:

<https://www.jdsupra.com/legalnews/a-radio-broadcaster-s-guide-to-license-54382>

The License Renewal Process

The first point to note is that a license renewal application is just that—an application—and not a guarantee of a new license term. The Communications Act of 1934, as amended (the “Act”) requires all radio broadcasters to obtain from the FCC an authorization to operate. By filing Schedule 303-S, an applicant requests its authorization be extended for another eight years. The Act requires the FCC to grant such an application only if it finds that during the preceding license term: (1) the station has served the public interest, convenience, and necessity; (2) the licensee has not committed any serious violations; and (3) there have been no other violations by the licensee of the FCC’s rules and regulations which, taken together, would constitute a pattern of abuse. To this end, the FCC invites petitions to deny, informal objections, and comments from the public for every license renewal application, and will review the application and these other submissions to make a determination as to whether the station at issue is deserving of license renewal.

* * * * *

For all the reasons above, Jim Condit Jr. for Congress Committee and Jim Condit Jr., federal candidate for Congress in the 2nd District of Ohio, for the November 2020 election cycle, places this informal objection to the renewal of the license for WKRC radio (550 AM) on this date of September 30, 2020.

EXHIBIT IV



REPORT NO. PN-3-201005-01 | PUBLISH DATE: 10/05/2020

PUBLIC NOTICE

PLEADINGS

Federal Communications Commission
445 12th Street SW
Washington, D.C. 20554

News media info. (202) 418-0500

PLEADING					RELATED APPLICATION					
File Number	Purpose	Filer Name	Status	Status Date	File Number	Purpose	Service	Call Sign	Facility Id	City, State
0000123292	Informal Objection	Jim J Condit , Jr .	Pending	10/01/2020	0000115403	Renewal of License	AM	WKRC	29737	CINCINNATI , OH
0000123287	Informal Objection	Jim J Condit , Jr .	Pending	09/30/2020	0000115405	Renewal of License	AM	WLW	29733	CINCINNATI , OH

EXHIBIT V

From:

Mr. Jason Miller
Address Redacted

To: Robert Baker and FCC (Federal Communications Commission) and Ari Meltzer, iHeart
Attorney representing iHeart Media.

I, Jason Miller, was present for all the drop offs of bank checks (for air time on WLW and WKRC in the form on one minute radio ads and one hour radio shows) to the iHeart offices in Kenwood. The checks were: #33607151, 9-3-20, \$933.30; #33607161, 9-3-20, \$311.10; #33609057, 9-3-20; \$7466.40; #33628279, 9-8-20, \$2516.00; #33631630, September 9, 2020, \$3.40. The total amount of all bank checks was \$11,230.20. That money paid for 27 one minute radio ads on WLWL on one Friday and eight Thursdays between 9-4-20 and October 29, 2020; and nine one hour radio shows on Sunday nights on WKRC on Sunday nights at 10 PM from 9-6-20 to 11-1-20.

I was also present for the drop off of campaign items requested by iHeart, which were delivered to Bill Mountel, political Sales Director for iHeart in Cincinnati. including a yard sign, bumper stickers, post cards, post it notes, stationary. I understand from the candidate, Jim Condit Jr. for Congress in the 2nd district of Ohio, that these items were requested by iHeart to prove that the candidate was running a campaign in addition to the radio time he purchased. I did not hear any objection from iHeart representatives that these campaign items were insufficient to show the candidate qualified to be eligible to buy air time.

All the drop offs were in person to Bill Mountel of iHeart, except the one on September 9, 2020 which I slipped under the door at iHeart, and which Bill Mountel acknowledged the receipt of (a \$3.40 check) in a text a short time later that day.

Signed,

Jason Miller

Printed name: Jason Miller

STATE OF OHIO
COUNTY OF HAMILTON
SWORN TO AND SUBSCRIBED BEFORE ME
A NOTARY PUBLIC BY JASON MILLER
ON THE 30th DAY OF SEPTEMBER 2020

Emmanuel Anagnostou
Emmanuel Anagnostou



EMMANUEL ANAGNOSTOU
Notary Public, State of Ohio
My Commission Expires
April 13, 2024



EXHIBIT VI

Acknowledgement of Political Broadcast Rate Disclosure Statement

This will acknowledge receipt of the Political Broadcast Rate Disclosure Statement from the iHeartMedia Cincinnati Radio stations. I agree that all purchases of advertising time on any station which I make by or on behalf of legally qualified political candidates for public office will be made subject to this Acknowledgement and the Political Broadcast Rate Disclosure Statement.

I acknowledge that I have been fully informed concerning all classes of time which are available to advertisers; the chances of preemption; the availability of discount packages and rotations including the station's willingness to negotiate combinations of time suitable to the needs of particular candidates; the station's lowest unit charge and related privileges for each class of time; and the station's policy with respect to make goods.

I recognize the Federal Communications Commission (FCC) has asserted its exclusive jurisdiction under the Communications Act 1934 as amended with respect to all disputes concerning purchases of advertising time, specifically including all disputes concerning charges for candidates "uses" of a station's facility.

I acknowledge that all such disputes will therefore be governed exclusively by the Communications Act and the rules and policies of the FCC, and must be resolved exclusively before the FCC, subject to such judicial review as is provided for by the Communications Act.

Name:

JAMES J. CONDIT JR.

Title:

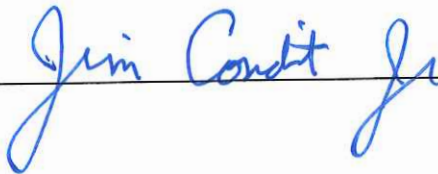
DIRECTOR OF ^{JIM}CONDIT JR. FOR CONGAGE'S CAMPAIGN
COMMITTEE + TREASURER

Date:

9-3-20

Please sign and return to Bill Mountel at bmountel@iheartmedia.com.

Signature



Date

9-3-20

CANDIDATE ADVERTISEMENT AGREEMENT FORM

See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

I, JAMES J. CONAIT JR., hereby request station time as follows:

IDENTIFY CANDIDATE TYPE ➡



FEDERAL CANDIDATE



STATE OR LOCAL CANDIDATE

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Candidate name:

JAMES J. CONAIT JR.

Authorized committee:

JIM CONAIT JR FOR CONGRESS

Agency requesting time (and contact information):



DNA

Candidate's political party:

INDEPENDENT

Office sought (no acronyms or abbreviations):

US CONGRESS / HOUSE OF REPRESENTATIVES

2ND DISTRICT
OHIO

Date of election:

NOVEMBER 3, 2020



General



Primary

Treasurer of candidate's authorized committee:

JAMES CONAIT JR. FOR CONGRESS

The undersigned represents that:

(1) the payment for the broadcast time requested has been furnished by (check one box below):



the candidate listed above who is a legally qualified candidate, or



the authorized committee of the legally qualified candidate listed above;

(2) this station is authorized to announce the time as paid for by such person or entity; and

(3) this station has disclosed its political advertising policies, including applicable classes and rates, discount, promotion and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

Candidate/Committee/Agency	Station Representative
Signature: <u>Jim Conait Jr.</u>	Signature: <u>Trevor Murray</u>
Name: <u>JAMES J. CONAIT JR.</u>	Name: <u>Trevor Murray</u>
Date of Request to Purchase Ad Time:	Date of Station Agreement to Sell Time: <u>9-3-2020</u>

Federal Candidate Certification:

The undersigned hereby certifies that the broadcast matter to be aired pursuant to this disclosure either (1) does not refer to an opposing candidate or, if it does, (2) contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast and that the candidate and/or the candidate's authorized committee paid for the broadcast or if radio programming, contains a personal audio statement by the candidate that identifies the candidate, the office being sought and that the candidate has approved the broadcast.

Candidate/Authorized Committee/Agency

Signature:

Jim Condit Jr.

Name:

JAMES J. CONDIT JR

Date:

*9-3-20***TO BE COMPLETED BY STATION ONLY**

Ad submitted to Station?

☒

Yes

☐

No

Date ad received:

9-3-2020

Federal candidate certification signed (above):

☒

Yes

☐

No

☐

N/A

Disposition:

☒

Accepted

☐

Accepted IN PART (e.g., ad copy not yet received to determine sponsor ID)*

☐

Rejected – provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any (e.g., insufficient sponsor ID tag):

Contract #: <i>1518049348</i> <i>1518049345</i>	Station Call Letters: <i>WLWC - An</i> <i>WLW - An</i>	Date Received/Requested: <i>9/3/2020</i>
Est. #:	Station Location: <i>Cincinnati, OH</i>	Run Start and End Dates: <i>9/4 - 10/28</i>

Upload order, this form and invoice (or traffic system print-out) or other documents reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

EXHIBIT VII *a*

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

EXHIBIT VII b

ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

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2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

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4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

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5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

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6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

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7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

EXHIBIT VIII a

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



FIFTH THIRD BANK

CASHIER'S CHECK

September 03, 2020

33609057

Pay to the

Order of: IHEART MEDIA

\$*****7,466.40

Amount: SEVEN THOUSAND FOUR HUNDRED SIXTY SIX 40/100 US DOLLARS

Order: 1518049348

Drawn on: Fifth Third Bank
National Association

Transaction Number: 73337889
Cost Center: 3101

Memo: FOR 24 ADS IN NOV 3, 2020 ELECTION PERIOD
Purchased by: JIM CONDIT JR FOR CONGRESS

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

24 ONE MAD ADSON WLV FROM 9-4 TO 11-3 2020

Authorized Signature

⑈ 33609057 ⑈ ⑆042101190⑆ 0082509854⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

0303012 SECURE



FIFTH THIRD BANK

SECURE

SECURE

FIFTH THIRD BANK



SECURE

Posting Date 2020 Sep 16

DB/CR Indicator Debit

Amount \$7,466.40

Posting Check Number 33609057

Posting Account Number 82509854

Posting Seq Number 73886270

Tran Code 0

ABA/RT Number 4210119

EXHIBIT VIII b

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

33607151

421



FIFTH THIRD BANK

PERSONAL MONEY ORDER

Date

9-3-20

Pay to the
Order of:

HEART or WLW or WAAE

\$*****933.30

Amount: NINE HUNDRED THIRTY THREE 30/100 US DOLLARS

Order: 1518049348

Drawn On: Fifth Third Bank, Kentucky, Inc
Lexington, KY

Transaction Number: 73280365
Cost Center: 5252

Signature

J. Conley

Address

4575 FARVIEW

CINTI OH 45247

From

JIM CONLEY
JA FOR
CONGRS

Not payable for more than \$1,500.00

9-4-20 AAS + 9-6-20 SHAW

⑈33607151⑈ ⑆042000314⑆ 7025297396⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

1391253 SECURE



FIFTH THIRD BANK

SECURE

SECURE

FIFTH THIRD BANK



SECURE

Posting Date	2020 Sep 15
DB/CR Indicator	Debit
Amount	\$933.30
Posting Check Number	33607151
Posting Account Number	7025297396
Posting Seq Number	31584815
Tran Code	0
ABA/RT Number	4200031

EXHIBIT VIII c

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM



FIFTH THIRD BANK

PERSONAL MONEY ORDER

33607161

Pay to the
Order of:

HEART OF WLW OR WKAC

Date

9-3-20

\$*****311.10

Amount: THREE HUNDRED ELEVEN 10/100 US DOLLARS

FAOR Order: 1518049345

JIM

Drawn On: Fifth Third Bank, Kentucky, Inc
Lexington, KY

Transaction Number: 73280462
Cost Center: 5252

Signature

J. Condit

Address

4575 FARVIEW

CINT OH 45247

Not payable for more than \$1,500.00

CONGRS

FOR

9-6-20 DM HR RADIO SHOW

⑈33607161⑈ ⑆042000314⑆ 7025297396⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

1391252 SECURE



FIFTH THIRD BANK

SECURE

SECURE

FIFTH THIRD BANK



SECURE

Posting Date 2020 Sep 15

DB/CR Indicator Debit

Amount \$311.10

Posting Check Number 33607161

Posting Account Number 7025297396

Posting Seq Number 31584814

Tran Code 0

ABA/RT Number 4200031

EXHIBIT VIII d

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



FIFTH THIRD BANK

CASHIER'S CHECK

September 08, 2020

33628279

Pay to the

Order of: IHEART / WKRC

\$*****2,516.00

Amount: TWO THOUSAND FIVE HUNDRED SIXTEEN 00/100 US DOLLARS

Order: 1518049345

Drawn on: Fifth Third Bank

Transaction Number: 74736455

National Association

Cost Center: 3101

Memo:

** 8 ONE HR RADIO SHOWS SUNDAYS 10-11 PM

Purchased by:

JIM CONNIT JR FOR CONGRESSIONAL WKRC

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

Authorized Signature

⑈ 33628279 ⑈ ⑆ 0421011901 ⑆ 0082509854 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

⑈ 0302872 SECURE



FIFTH THIRD BANK

SECURE

SECURE

FIFTH THIRD BANK



SECURE

Posting Date	2020 Sep 16
DB/CR Indicator	Debit
Amount	\$2,516.00
Posting Check Number	33628279
Posting Account Number	82509854
Posting Seq Number	73886268
Tran Code	0
ABA/RT Number	4210119

EXHIBIT VIII e

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.



FIFTH THIRD BANK

CASHIER'S CHECK

September 09, 2020

Pay to the
Order of: IHEART**

\$*****3.40

Amount: THREE 40/100 US DOLLARS

Index: 1518049345

Drawn on: Fifth Third Bank
National Association

Transaction Number: 74969754
Cost Center: 5252

Memo: BALANCE ON CONDTIT FOR CONGRESS

Purchased by: Pd FOR BY JIM CONDTIT JR FOR

The purchase of a Surety Bond may be required before any Cashier's Check on this bank will be replaced or refunded in the event it is lost, misplaced, or stolen.

CONDTIT JR
Authorized Signature

2020 CAMPAIGN 27 ONE MONTH AHEAD 9 HR SHOW

⑈33631630⑈ ⑈042101190⑈ 0082509854⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.

HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

0738313 SECURE



FIFTH THIRD BANK

SECURE

SECURE

FIFTH THIRD BANK



SECURE

Posting Date 2020 Sep 16

DB/CR Indicator Debit

Amount \$3.40

Posting Check Number 33631630

Posting Account Number 82509854

Posting Seq Number 73886269

Tran Code 0

ABA/RT Number 4210119

EXHIBIT IX

----- Forwarded message -----

From: **Mountel, Bill** <bmountel@iheartmedia.com>

Date: Wed, Sep 2, 2020 at 1:43 PM

Subject: RE: [EXTERNAL] Hey, Bill -- here is what I think I owe you to pay for everything for the 9 weeks upfront

To: Jim Condit Jr <letfreedomring247@gmail.com>

See below... Please confirm!

Bill

From: Jim Condit Jr <letfreedomring247@gmail.com>

Sent: Tuesday, September 1, 2020 5:21 AM

To: Mountel, Bill <bmountel@iheartmedia.com>

Subject: [EXTERNAL] Hey, Bill -- here is what I think I owe you to pay for everything for the 9 weeks upfront

On the Sunday night radio show -- it would be 9 shows times \$314.50 net if the rates are still the same as during primary. **Correct**

On the one minute radio ads (3 ads running every Friday on 10 PM to 3 PM slot) \$339.15 net if rates are still the same. **\$311.10**

That would be \$9157.05 net for 27 ads on WLW on 10 PM to 3 PM slot on Friday each of the nine weeks between September 4 and November 3, 2020. **\$8,399.70**

And **\$2830.50** net for 9 radio shows on Sunday nights at 10 PM on WKRC on the Sundays between September 4 to November 3, 2018. **Correct**

So, as I figure it -- total check in advance for all nine weeks in the above request would be \$11,987.50. Revised # **\$11,230.20**

If rates have changed, I would assume a bit lower if something cheaper was sold -- please advise.

Jim Condit Jr.

CAUTION: This message originated from outside of the company. Please take all precautions when opening attachments or links from outside sources.

EXHIBIT X a

JIM CONDIT JR FOR CONGRESS
Network America

Redacted Address

Advertiser No: 30654 Order No: 1518049348
 Start Date: 09/04/2020 Co-op: No
 End Date: 09/25/2020 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 2
 CPE:
 AE: MOUNTEL, BILL
 Entered: 9/03/2020 2:49 PM by Fusion
 Last Update: 9/25/2020 4:52 PM by cccrcin1d
 Note: WLW Base Midday
 Note 2: CONDIT UNBOOKED PENDING CANCELATION
 Spl Req Inv:

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Cincinnati WLW-AM	10:00-15:00 Commercial	09/04/20	09/04/20	1	366.00 Local Agency-Political	0 0 0 0 0 3 0 0	3	60	3	1,098.00
2 Cincinnati WLW-AM	10:00-15:00 Commercial	09/10/20	09/25/20	3	366.00 Local Agency-Political	0 x	3	60	9	3,294.00
3	Cancelled:								Cancel date: 09/25/2020	
4	Cancelled:								Cancel date: 09/25/2020	

No. of Spots/Misc/Digital: 12/0/0

Ordered Gross: \$4,392.00
 Agency Commission: \$658.80
 Ordered Net: \$3,733.20
 Total Net Due: \$3,733.20

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Amt. Ord.:	12	0	0	0	0	0	0	0	0	0	0	0	0
Gross:	4,392.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	3,733.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

JIM CONDIT JR FOR CONGRESS

100%



ORDER TERMS AND CONDITIONS

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1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

EXHIBIT X b



Advertiser No: 30654 Order No: 1518049348
 Start Date: 09/04/2020 Co-op: No
 End Date: 10/29/2020 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 0
 CPE:
 AE: Murray, Trevor
 Entered: 9/03/2020 2:49 PM by Fusion
 Last Update: 9/03/2020 4:45 PM by cccrcin1d
 Note: WLW Base Midday
 Note 2:
 Spl Req Inv:

JIM CONDIT JR FOR CONGRESS
 Network America

Address Redacted

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Cincinnati WLW-AM	10:00-15:00 Commercial	09/04/20	09/04/20	1	366.00 Local Agency-Political	0 0 0 0 0 3 0 0	3	60	3	1,098.00
2 Cincinnati WLW-AM	10:00-15:00 Commercial	09/10/20	10/29/20	8	366.00 Local Agency-Political	0 x	3	60	24	8,784.00

No. of Spots/Misc/Digital: 27/0/0

Ordered Gross: \$9,882.00
 Agency Commission: \$1,482.30
 Ordered Net: \$8,399.70
 Total Net Due: \$8,399.70

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Amt. Ord.:	12	12	3	0	0	0	0	0	0	0	0	0	0
Gross:	4,392.00	4,392.00	1,098.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	3,733.20	3,733.20	933.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

JIM CONDIT JR FOR CONGRESS

100%



ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

EXHIBIT X c



Advertiser No: 30654 Order No: 1518049348
 Start Date: 09/04/2020 Co-op: No
 End Date: 10/29/2020 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 0
 CPE:
 AE: Murray, Trevor
 Entered: 9/03/2020 2:49 PM by Fusion
 Last Update: 9/03/2020 4:45 PM by cccrcin1d
 Note: WLW Base Midday
 Note 2:
 Spl Req Inv:

JIM CONDIT JR FOR CONGRESS
 Network America
 Address Redacted

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Cincinnati WLW-AM	10:00-15:00 Commercial	09/04/20	09/04/20	1	366.00 Local Agency-Political	0 0 0 0 0 3 0 0	3	60	3	1,098.00
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No. of Spots/Misc/Digital: 27/0/0

Ordered Gross: \$9,882.00
 Agency Commission: \$1,482.30
 Ordered Net: \$8,399.70
 Total Net Due: \$8,399.70

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Amt. Ord.:	12	12	3	0	0	0	0	0	0	0	0	0	0
Gross:	4,392.00	4,392.00	1,098.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	3,733.20	3,733.20	933.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

JIM CONDIT JR FOR CONGRESS

100%

**ORDER TERMS AND CONDITIONS**

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

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1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

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2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. **NON-DISCRIMINATION.** In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. **TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.**

EXHIBIT XI *a*

JIM CONDIT JR FOR CONGRESS
Network America

Address Redacted

Advertiser No: 30654 Order No: 1518049345
 Start Date: 09/06/2020 Co-op: No
 End Date: 09/25/2020 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 2
 CPE:
 AE: MOUNTEL, BILL
 Entered: 9/03/2020 2:47 PM by Fusion
 Last Update: 9/25/2020 4:05 PM by TrevorMu
 Note: 55KRC GenE - BLOCK
 Note 2: CONDIT UNBOOKED PENDING CANCELATION
 Spl Req Inv:

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Cincinnati WKRC-AM	21:45-22:00 Commercial	09/06/20	09/25/20	4	370.00 Local Agency-Political	0 0 0 0 0 0 0 0 1	1	60	3	1,110.00
2	Cancelled:								Cancel date: 09/25/2020	

No. of Spots/Misc/Digital: 3/0/0

Ordered Gross: \$1,110.00
 Agency Commission: \$166.50
 Ordered Net: \$943.50
 Total Net Due: \$943.50

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Amt. Ord.:	3	0	0	0	0	0	0	0	0	0	0	0	0
Gross:	1,110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	943.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

JIM CONDIT JR FOR CONGRESS

100%



ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

EXHIBIT XI b

JIM CONDIT JR FOR CONGRESS
Network America

Address Redacted

Advertiser No: 30654 Order No: 1518049345
 Start Date: 09/06/2020 Co-op: No
 End Date: 11/01/2020 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 0
 CPE:
 AE: Murray, Trevor
 Entered: 9/03/2020 2:47 PM by Fusion
 Last Update: 9/03/2020 4:56 PM by cccrmh11
 Note: 55KRC GenE - BLOCK
 Note 2:
 Spl Req Inv:

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Cincinnati WKRC-AM	21:45-22:00 Commercial	09/06/20	11/01/20	9	370.00 Local Agency-Political	0 0 0 0 0 0 0 0 1	1	60	9	3,330.00

No. of Spots/Misc/Digital: 9/0/0

Ordered Gross: \$3,330.00
 Agency Commission: \$499.50
 Ordered Net: \$2,830.50
 Total Net Due: \$2,830.50

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Amt. Ord.:	4	4	1	0	0	0	0	0	0	0	0	0	0
Gross:	1,480.00	1,480.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	1,258.00	1,258.00	314.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

JIM CONDIT JR FOR CONGRESS

100%



ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

EXHIBIT XI c



Advertiser No: 30654 Order No: 1518049345
 Start Date: 09/06/2020 Co-op: No
 End Date: 11/01/2020 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 0
 CPE:
 AE: Murray, Trevor
 Entered: 9/03/2020 2:47 PM by Fusion
 Last Update: 9/03/2020 4:56 PM by cccrmh11
 Note: 55KRC GenE - BLOCK
 Note 2:
 Spl Req Inv:

JIM CONDIT JR FOR CONGRESS
 Network America

Address Redacted

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Cincinnati WKRC-AM	21:45-22:00 Commercial	09/06/20	11/01/20	9	370.00 Local Agency-Political	0 0 0 0 0 0 0 0 1	1	60	9	3,330.00

No. of Spots/Misc/Digital: 9/0/0

Ordered Gross: \$3,330.00
 Agency Commission: \$499.50
 Ordered Net: \$2,830.50
 Total Net Due: \$2,830.50

	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Amt. Ord.:	4	4	1	0	0	0	0	0	0	0	0	0	0
Gross:	1,480.00	1,480.00	370.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	1,258.00	1,258.00	314.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Participating Customers

JIM CONDIT JR FOR CONGRESS

100%



ORDER TERMS AND CONDITIONS

The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term "Station" means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.
1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.

1.3. On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

1.4. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

2.4. If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract ("Advertiser Material"), or Advertiser's business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station's control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station's transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station's prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

EXHIBIT XII



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA No. 20-187

Released: February 25, 2020

**IHEARTMEDIA, INC. SEEKS FOREIGN OWNERSHIP RULING PURSUANT TO SECTION
310(b)(4) OF THE COMMUNICATIONS ACT OF 1934, AS AMENDED**

PLEADING CYCLE ESTABLISHED

MB Docket No. 20-51

Comment Date: March 26, 2020

Reply Date: April 10, 2020

iHeartMedia, Inc. (iHeart or Petitioner) has filed a petition for declaratory ruling¹ asking the Federal Communications Commission to find, pursuant to section 310(b)(4) of the Communications Act of 1934, as amended, (Act)² and section 1.5000(a)(1) of the Commission's rules (Rules),³ that it would serve the public interest to allow it to accept foreign investment in excess of the 25% benchmark set forth in section 310(b)(4).⁴ Specifically, iHeart seeks Commission authorization for foreign investors to own up to 100% of its equity and voting interests, and specific approval⁵ for certain foreign investors that seek to directly or indirectly hold more than 10% of the company's equity, and/or hold equity interests that will cause them to

¹ Petition for Declaratory Ruling of iHeartMedia, Inc., dated July 25, 2019 (Petition), and Supplement, dated January 28, 2020 (Supplement).

² 47 U.S.C. § 310(b)(4); *see also Commission Policies and Procedures Under Section 310(b)(4) of the Communications Act, Foreign Investment in Broadcast Licensees*, Declaratory Ruling, 28 FCC Rcd 16244 (2013).

³ 47 CFR § 1.5000(a)(1); *see also Review of Foreign Ownership Policies for Broadcast, Common Carrier, and Aeronautical Radio Licensees Under Section 310(b)(4) of the Communications Act of 1934, as Amended*, Report and Order, 31 FCC Rcd 11272 (2016); *pet. for recon. dismissed*, 32 FCC Rcd 4780 (2017).

⁴ 47 U.S.C. § 310(b)(4) ("No broadcast station or common carrier or aeronautical en route or aeronautical fixed radio station license shall be granted to or held by . . . any corporation directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or 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, if the Commission finds that the public interest will be served by the refusal or revocation of such license.").

⁵ Under section 1.5001(i)(1) of the Commission's rules, petitioners for a declaratory ruling are required to identify and seek specific approval for any foreign individual, entity, or group that holds or would hold, directly and/or indirectly, more than 5% of equity and/or voting interests, or a controlling interest, in the petitioner's controlling U.S. parent, subject to certain exemptions including an exemption that increases the specific approval threshold to 10% for certain institutional investors. 47 CFR § 1.5001(i)(1)(3).

be deemed to hold more than 10% of iHeart's voting rights.⁶ iHeart filed the Petition on behalf of itself and each of its direct and indirect subsidiaries that hold Commission broadcast licenses.⁷

iHeart seeks this declaratory ruling due to changes in its ownership structure that are an outgrowth of the recent bankruptcy reorganization of iHeart and all of its subsidiaries which hold broadcast licenses.⁸ To facilitate its emergence from bankruptcy, iHeart issued to certain owners "(i) new common stock, including voting Class A Common Stock and/or limited voting Class B Common Stock, and/or (ii) Special Warrants, which are exercisable for common stock of iHeart subject to certain conditions."⁹ Petitioner states that these instruments were intended to reduce iHeart's aggregate foreign voting and equity interests below 22.5%.¹⁰ iHeart's plan to emerge from bankruptcy also required iHeart to seek FCC approval for foreign ownership above the 25% benchmark in 310(b)(4) to permit foreign entities that hold Special Warrants to exercise those warrants in return for Class A or Class B Common Stock.¹¹ iHeart states that it also seeks this approval to address concerns that public trading of its stock may result in additional foreign ownership that would exceed the 25% statutory benchmark.

In fact, after it emerged from bankruptcy, iHeart learned that changes in its ownership outside its control had impacted iHeart's foreign ownership. Invesco Ltd. (Invesco), a limited company organized under the laws of Bermuda, acquired OppenheimerFunds, Inc. (Oppenheimer), "the ultimate parent company of the investment adviser of various U.S.-organized mutual funds that collectively received approximately 9.4% of iHeart's Class A Common Stock."¹² In its initial calculation of aggregate foreign ownership, iHeart had classified these Oppenheimer controlled Class A Common Stock shares as held by U.S. entities. Upon Invesco assuming voting control of these shares, iHeart determined that these shares should be considered foreign for purposes of calculating its foreign voting ownership under section 310(b)(4). iHeart informed the Commission of this development in a July 3, 2019, letter¹³ and filed the present remedial Petition within thirty days of that letter as required by section 1.5004(f)(3) of the Rules.¹⁴ The Media Bureau deemed iHeart to be in compliance with the Commission's foreign ownership reporting rules on an interim basis pending a final decision on the Petition.¹⁵

iHeart's Petition seeks authorization for up to 100% aggregate voting and equity foreign investment. iHeart estimates that if the Commission were to grant the Petition and the Special Warrants are fully

⁶ Petition at 1-2.

⁷ See *id.* at 2; Exh. A, Subsidiaries and Licensees. iHeart owns and operates 857 full power radio broadcast stations, together with translator and booster stations and other ancillary facilities licensed by the Commission.

⁸ *Id.* iHeart emerged from bankruptcy on May 1, 2019. *Id.* at 3. See also *iHeartMedia, Inc., Debtor-in-Possession Seeks Approval to Transfer Control of and Assign FCC Authorizations and Licenses*, Memorandum Opinion and Order, 34 FCC Rcd 2409 (MB 2019).

⁹ *Id.*

¹⁰ iHeart does not explain why it chose to reduce foreign interests below 25% to 22.5%.

¹¹ *Id.* at 6.

¹² *Id.*

¹³ Letter from Eve Klindera Reed to Marlene H. Dortch, Secretary, dated July 3, 2019.

¹⁴ 47 CFR § 1.5004(f)(3).

¹⁵ Letter from Albert Shuldiner, Chief, Audio Div., Media Bureau, FCC to iHeartMedia, Inc., dated July 9, 2019.

exercised, it would have foreign ownership of approximately 70.5% of its voting interest and 63.9% of its equity interest.¹⁶

iHeart also seeks specific approval for two groups of foreign entities that will hold more than 5% of iHeart's voting or 10% of iHeart's equity interests. The first group (PIMCO Group) includes funds and accounts associated with Pacific Investment Management Company LLC (PIMCO LLC), an entity ultimately controlled by Allianz SE (Allianz), a Germany entity. iHeart seeks authorization for the PIMCO Group to hold up to a 19.99% voting interest and a 32.99% equity interest in iHeart.¹⁷ The second group includes Invesco and affiliated entities (Invesco Group). iHeart also seeks authorization for the Invesco Group to hold up to a 19.99% voting and equity interest in iHeart.¹⁸ Other non-attributable shareholders hold the remaining interest in iHeart. According to the petition, none of those other shareholders require specific approval.

iHeart argues grant of the Petition will serve the public interest by "enabling iHeart to better compete in the already diverse and ever-expanding media marketplace, incentivizing foreign investment in broadcasting, and promoting U.S. trade policy by encouraging reciprocal investment opportunities for U.S. companies in foreign markets, while avoiding any risks to national security, law enforcement, or foreign or trade policy."¹⁹ The Petition has been found, on initial review, to be acceptable for filing. The Commission may require iHeart to submit any additional documents or statements of fact that in its judgment may be necessary. The Commission also reserves the right to return the Petition if, on further examination, it is determined to be defective and not in conformance with its rules and policies.

iHeart Licensees

iHeart, a Delaware corporation, indirectly holds Commission licenses to more than 850 full power radio stations through the following eight Commission licensees: (i) AMFM Broadcasting Licenses, LLC (a Delaware limited liability company); (ii) AMFM Radio Licenses, LLC (a Delaware limited liability company); (iii) AMFM Texas Licenses, LLC (a Texas limited liability company); (iv) Capstar TX LLC (a Texas limited liability company); (v) CC Licenses, LLC (a Delaware limited liability company); (vi) Citicasters Licenses, Inc. (a Texas corporation); (vii) Clear Channel Broadcasting Licenses, Inc. (a Nevada corporation); and (viii) Los Angeles Broadcasting Partners, LLC (a Delaware limited liability company). iHeart holds an indirect 51% interest in Los Angeles Broadcasting Partners, LLC, through a series of intermediary entities.²⁰ iHeart holds an indirect 100% interest in each of the other seven licensees through a series of intermediary entities. In the case of all eight licensees, the intermediary corporations, partnerships, and limited liability companies are all U.S. entities.²¹

PIMCO Group

As proposed in the Petition, the PIMCO Group will hold up to 19.99% of the voting interest and 32.99% of the equity interest in iHeart. A series of PIMCO funds, including PIMCO Global Investors Series

¹⁶ Petition at Exh. E. Exhibit D to the Petition also contains information about foreign ownership that does not exceed the threshold requiring specific approval.

¹⁷ Petition at 8-9.

¹⁸ *Id.* at 9.

¹⁹ *Id.* at 2.

²⁰ Supplement at Exh. C-1. U.S. entities hold the remaining 49% interest in Los Angeles Broadcasting Partners, LLC. *Id.* at Exh. B, 13-17.

²¹ *Id.* at Exh. C-1. Exhibit C-1 contains a chart detailing the entire ownership structure between iHeart and the eight licensees. Exhibit B contains details on the ownership and attributable interests in iHeart and its subsidiaries.

plc, Income Fund (PIMCO Global), will hold the PIMCO Group interest in iHeart. PIMCO Global and the other PIMCO funds will own stock in iHeart on behalf of individual investors in those funds. PIMCO LLC is the investment advisor for and will control the voting in iHeart for PIMCO Global and the other PIMCO funds.

iHeart seeks specific approval for both PIMCO Global and the other PIMCO funds to hold 19.99% of the voting interest and 32.99% of the equity interest in iHeart. Although PIMCO Global is the only fund that owns a large enough interest in iHeart to require specific approval, iHeart seeks specific approval for the other PIMCO funds in the aggregate because collectively they will exceed the threshold for specific approval. iHeart also seeks specific approval for the 19.99% voting interests that would be deemed held, under the rules, by four additional foreign-organized entities in PIMCO LLC's vertical chain of control: (i) Allianz; (ii) Allianz Asset Management GmbH; (iii) Allianz Europe B.V.; and (iv) Allianz Finanzbeteiligungs GmbH.

PIMCO Global is an Irish private limited company. PIMCO LLC, as investment advisor, controls PIMCO Global and the other PIMCO funds. There are four entities and a number of current and former employees of PIMCO LLC that own membership interests in PIMCO LLC: (i) Allianz Asset Management US Holding II LLC (AAM US), a Delaware limited liability company, holds a 2.5% non-voting equity interest; (ii) Allianz Asset Management of America LLC (AAM LLC), a Delaware limited liability company, holds an 11.9% non-voting equity interest; (iii) Allianz Asset Management of America L.P. (AAM LP), a Delaware limited partnership, holds an 81% equity interest and a 100% voting interest; (iv) Newport Trust Company, a Delaware corporation, holds a 2.1% non-voting equity interest; and (v) current and former employees hold a 2.5% non-voting equity interest.²²

Allianz Asset Management GmbH (AAM GmbH), a German limited liability company, owns a 100% direct interest in AAM US. AAM GmbH along with Allianz Europe B.V. (AEBV), a Netherlands non-public limited liability company, indirectly own AAM LLC and AAM LP. Allianz Finanzbeteiligungs GmbH (AF GmbH), a German limited liability company, owns 25.53% of AAM GmbH. Allianz, a European public company organized in Germany, owns the remaining 74.47% of AAM GmbH as well as 100% of AF GmbH and 100% of AEBV.²³ The Supplement contains detailed information about the attributable interests in the PIMCO Group entities.²⁴

Invesco Group

As proposed in the Petition, the Invesco Group will own 19.99% of the voting and equity interest in iHeart. The Invesco Group interest in iHeart is owned by a series of Invesco funds (the Invesco Funds) and a separate set of Oppenheimer funds (the Oppenheimer Funds).²⁵ The various funds will hold stock in iHeart on behalf of individual investors in the funds. The fund investment advisor controls the voting in iHeart for

²² PIMCO LLC periodically grants certain employees the ability to acquire "M Units" in PIMCO LLC as a form of compensation. Some of these individuals may be non-U.S. citizens. According to the Supplement, the PIMCO LLC Agreement significantly restricts the rights of the M Unit holders. See Supplement at Exh. F discussing the certification in Attach. A. Consequently, iHeart believes the M Unit holders should be treated as insulated members of PIMCO LLC. The Supplement asserts that, "none of the foreign holders of M Units require specific approval, and no such holder should be considered to hold an attributable interest in PIMCO LLC." Supplement at Exh. F, Attach. A.

²³ The full PIMCO Group ownership and control structure is set out in Exh. C-2 to the Supplement.

²⁴ Supplement at Exh. F, F1-12.

²⁵ The Petition does not provide details about the individual funds within the Invesco Funds or the Oppenheimer Funds. All the funds are under the control of Invesco entities.

the funds. iHeart seeks specific approval for two entities within the Invesco group: Invesco Ltd., and Invesco Holding Company Limited.

Invesco Senior Secured Management, Inc. (ISSM), a Delaware corporation, is the investment advisor for the Invesco Funds and controls the Invesco Funds' voting in iHeart. ISSM is a wholly-owned subsidiary of Invesco Advisers, Inc. (IA), a Delaware corporation. IA also is the investment adviser for the Oppenheimer Funds and controls the Oppenheimer Funds' voting in iHeart. IA is an indirect wholly-owned subsidiary of Invesco Holding Company Limited (IHC), a United Kingdom private limited company. IHC is a wholly-owned subsidiary of Invesco Ltd., a Bermuda limited company with exempt status.²⁶ The Invesco funds and the Oppenheimer funds collectively will hold a 19.99% interest in iHeart. The Petition contains detailed information about the attributable interests in IHC and Invesco Ltd.²⁷

EX PARTE STATUS OF THIS PROCEEDING

Pursuant to section 1.1200(a) of the Commission's rules,²⁸ the Commission may adopt modified or more stringent *ex parte* procedures in particular proceedings if the public interest so requires. We announce that this proceeding will be governed by permit-but-disclose *ex parte* procedures that are applicable to non-restricted proceedings under section 1.1206 of the Commission's rules.²⁹

Parties making oral *ex parte* presentations are directed to the Commission's *ex parte* rules. Parties are reminded that memoranda summarizing the presentation must contain the presentation's substance and not merely list the subjects discussed.³⁰ More than a one- or two-sentence description of the views and arguments presented is generally required.³¹ Other rules pertaining to oral and written presentations are set forth in section 1.1206(b) as well.³²

GENERAL INFORMATION

The petition for declaratory ruling referred to in this Public Notice has been accepted for filing upon initial review. The Commission reserves the right to return any filing if, upon further examination, it is determined to be defective and not in conformance with the Commission's rules or policies. Interested persons must file comments no later than **March 26, 2020**. Replies must be filed no later than **April 10, 2020**.

To allow the Commission to fully consider all substantive issues regarding the Petition and Supplement in as timely and efficient a manner as possible, commenters should raise all issues in their initial filings. A party or interested person seeking to raise a new issue after the pleading cycle has closed must show good cause why it was not possible for it to have raised the issue previously.³³ Submissions after the pleading cycle has closed that seek to raise new issues based on new facts or newly discovered facts should

²⁶ The full Invesco Group ownership and control structure is set out in Exhibit C-2 to the Supplement.

²⁷ Petition at Exh. F, F1-F4.

²⁸ 47 CFR § 1.1200(a).

²⁹ 47 CFR § 1.1206.

³⁰ See 47 CFR § 1.1206(b)(1).

³¹ See *id.*

³² 47 CFR § 1.1206(b).

³³ 47 CFR §§ 1.46(a), 73.3584(e).

be filed within 15 days after such facts are discovered. Absent such a showing of good cause, any issues not timely raised may be disregarded by the Commission.

All filings concerning matters referenced in this Public Notice should refer to MB Docket No. 20-51, as well as the specific file number of any relevant individual application or other matters to which the filings pertain.

Submissions in this matter may be filed electronically (i.e., through ECFS) or by filing paper copies.

- **Electronic Filers:** Documents may be filed electronically using the Internet by accessing the ECFS: <http://fjallfoss.fcc.gov/ecfs2/>.
- **Paper Filers:** Parties who choose to file by paper must file an original and one copy of each filing. Filings may be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission, 445 12th Street, S.W., Washington, DC 20554.
- All hand-delivered or messenger-delivered paper filings must be delivered to the Mail and Distribution Window at FCC Headquarters at 445 12th Street, S.W., Washington, D.C. 20554. The filing hours 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 9050 Junction Drive, Annapolis Junction, MD 20701.
- U.S. Postal Service first-class, Express, and Priority mail must be addressed to 445 12th Street, S.W., Washington, DC 20554.

One copy of each pleading must be delivered electronically, by e-mail or facsimile, or if delivered as paper copy, by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail (according to the procedures set forth above for paper filings), to: (1) Albert Shuldiner, Audio Division, Media Bureau, at albert.shuldiner@fcc.gov (202) 418-1410 (facsimile); (2) Lisa Scanlan, Audio Division, Media Bureau, at lisa.scanlan@fcc.gov (202) 418-1410 (facsimile); and (3) Christopher Clark, Audio Division, Media Bureau, at christopher.clark@fcc.gov (202) 418-1410 (facsimile). Any submission that is e-mailed to Albert Shuldiner, Lisa Scanlan, and Christopher Clark should include in the subject line of the e-mail: (1) MB Docket No. 20-51; (2) the name of the submitting party; and (3) a brief description or title identifying the type of document being submitted (e.g., MB Docket No. 20-51, [name of submitting party], Comments).

Copies of the Petition and Supplement and any subsequently filed documents in this matter are available for public inspection and copying during normal reference room hours at the following Commission office: FCC Reference Information Center, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. In addition, they are available electronically through the Commission's Electronic Filing Comment System (ECFS), which may be accessed on the Commission's Internet website.

To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to fcc504@fcc.gov or call the Consumer and Governmental Affairs Bureau at (202) 418-0530 (voice) or (202) 418-0432 (TTY). Contact the FCC to request reasonable accommodations for filing comments (accessible format documents, sign language interpreters, CART, etc.) by email: FCC504@fcc.gov; phone: (202) 418-0530 or TTY: (202) 418-0432.

For further information, contact Albert Shuldiner, Audio Division, Media Bureau, at (202) 418-2726. Press inquiries should be directed to Janice Wise, Media Bureau, (202) 418-8165 or (888) 835-5322.

By: Chief, Media Bureau

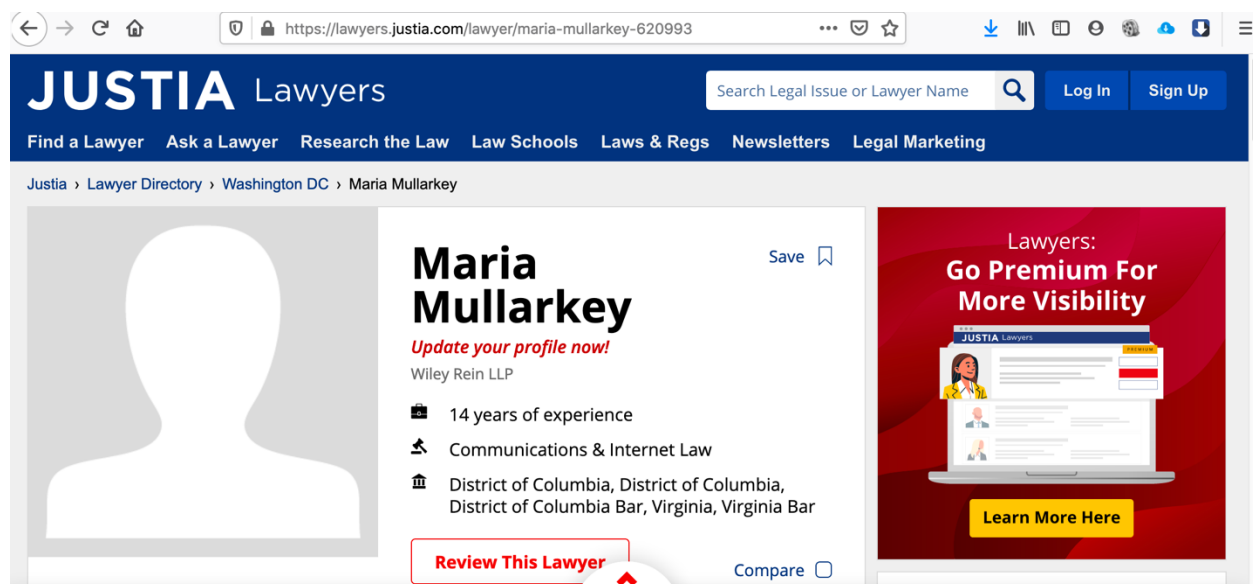
EXHIBIT XIII

Maria Mullarkey, currently **Acting Division Chief**
FCC (Federal Communications Commission)
Policy Division, Media Bureau

Maria Mullarkey, Acting Division Chief
Maria.Mullarkey@fcc.gov

From the internet below: <https://lawyers.justia.com/lawyer/maria-mullarkey-620993>

mmullarkey@wrf.com

A screenshot of a web browser showing the Justia Lawyers profile for Maria Mullarkey. The browser's address bar displays the URL https://lawyers.justia.com/lawyer/maria-mullarkey-620993. The Justia Lawyers header is dark blue with a search bar and 'Log In' and 'Sign Up' buttons. Below the header, a navigation bar lists various legal services. The profile page for Maria Mullarkey is shown, with a placeholder for a profile picture. To the right of the placeholder, her name 'Maria Mullarkey' is displayed in large bold text, followed by a red 'Update your profile now!' button and her firm 'Wiley Rein LLP'. Below this, her experience is listed: '14 years of experience', 'Communications & Internet Law', and 'District of Columbia, District of Columbia, District of Columbia Bar, Virginia, Virginia Bar'. There are buttons for 'Review This Lawyer' and 'Compare'. On the right side of the profile, there is a red promotional banner for 'Lawyers: Go Premium For More Visibility' with a 'Learn More Here' button.

Maria Mullarkey

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- 14 years of experience
- • Communications & Internet Law
 - • District of Columbia, District of Columbia, District of Columbia Bar, Virginia, Virginia Bar

Practice Area

- Communications & Internet Law

Additional Practice Area

- Communications

Jurisdictions Admitted to Practice

District of Columbia

District of Columbia Bar

Since 2006

District of Columbia

District of Columbia Bar

Virginia

Virginia Bar

U.S. District Court for the Eastern District of Virginia

Professional Experience

Associate

[Wiley Rein LLP](#)

Current

Education

MarshallWythe School of Law

J.D

The College of William & Mary

Columbia University

B.A

Professional Associations

Current

Activities: American Bar Association (ABA), Communications Law Forum.

Current

Activities: Federal Communications Bar Association (FCBA).

Publications

Articles & Publications

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Websites & Blogs

[Website](#)

Website

Contact & Map

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[Email Maria Mullarkey](#)
[Download vCard](#)

<https://lawyers.justia.com/lawyer/maria-mullarkey-620993>

Previous Chief, Policy Division, Media Bureau

Martha Heller

Federal Communications Commission

Chief, Policy Division, Media Bureau

Washington, DC, USA

Biography

Martha Heller currently is the Chief of the Media Bureau Policy Division at the Federal Communications Commission. Ms. Heller also has held several other positions at the FCC. She has been an Assistant Chief in the FCC Enforcement Bureau Front Office, an Acting Media Legal Advisor to former FCC Commissioner Mignon Clyburn, and a manager in the Media Bureau Industry Analysis Division. Before coming to the FCC, Ms. Heller was a partner at the law firm Wiley Rein LLP. She is a graduate of the University of Virginia School of Law and Cornell University.

Source: <https://www.pli.edu/faculty/martha--heller-30364>

From linkedin:

Vice President, Government Relations and Regulatory Counsel at
ViacomCBS

- Washington, District Of Columbia
- 500+ connections
- [Contact info](#)

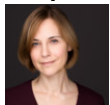


- [ViacomCBS](#)



- [University of Virginia School of Law](#)

Get the LinkedIn app and see more profiles like Martha's anytime, anywhere



Martha Heller
Vice President, G...

About

I am a communications law attorney and media/telecommunications policy expert with more than 20 years of combined experience at media companies, in the federal government, and at a top-tier law firm. I have worked with broadcast, programming, cable, satellite TV, and telecommunications companies o... [see more](#)

Experience

-



[Vice President, Government Relations and Regulatory Counsel](#)

[Company Name](#)

ViacomCBS Full-time

Dates Employed Apr 2020 – Present

Employment Duration 6 mos

Location Washington, District of Columbia, United States

-



Senior Counsel

Company Name

Altice USA Full-time

Dates Employed Dec 2019 – Apr 2020

Employment Duration 5 mos

I had a lead position on the company's federal policy portfolio, and worked on federal regulatory matters pertaining to cable television, broadband, and wireless telecommunications.

-



Company Name Federal Communications Commission
Total Duration 8 yrs 10 mos

- Title Chief, Policy Division, Media Bureau

Dates Employed Jan 2016 – Nov 2019

Employment Duration 3 yrs 11 mos

Location Washington, DC

I managed a team of 30 attorneys and other professionals to ensure FCC policy objectives are met. See Commission policy decisions relating to cable, satellite television, over-the-top media, programmers, and broadcasting through all stages of rulemaking process. Resolve program carriage, retransmission consent, must-carry and other disputes between media companies. ...

•

- Title Assistant Chief, Enforcement Bureau

Dates Employed Jun 2014 – Jan 2016

Employment Duration 1 yr 8 mos

Location Washington D.C. Metro Area

In this position, I resolved investigations and negotiated consent decrees involving wireless and wireline telecommunications companies. Helped create enforcement framework of 2015 Open Internet Order. Supervised enforcement of network neutrality and competition rules and policies.

•

•



Partner

Company Name

Wiley Rein LLP

Dates Employed Jan 2005 – Feb 2011

Employment Duration 6 yrs 2 mos

Location Washington D.C. Metro Area

Represented broadcasters, cable operators, programmers, newspaper publishers, satellite companies, trade associations, and financial institutions before the FCC. Counseled media companies on FCC-related policy initiatives, rulemakings, adjudications, appellate litigation, and legislative issues. Obtained FCC approval of license transfers and assignments, including for large-scale and multimedia transactions. Negotiated contracts for broadcast and other media clients. ...

-
-

Associate

Company Name

Wiley Rein & Fielding

Dates Employed 1997 – 2004

Employment Duration 7 yrs

-

Legal Assistant

Company Name

Williams & Connolly LLP

Dates Employed 1992 – 1994

Employment Duration 2 yrs

Worked as paralegal on variety of complex civil litigation matters

Education

-



[University of Virginia School of Law](#)

[Degree Name Juris Doctor](#)

[Dates attended or expected graduation 1994 – 1997](#)

-



[Cornell University](#)

[Degree Name BA](#)

[Field Of Study History](#)

[Dates attended or expected graduation 1988 – 1992](#)

[Activities and Societies: Phi Beta Kappa, Graduated with Distinction in All Subjects](#)

Volunteer Experience

-

Mentoring Programming Coordinator

Company Name ABA, Forum on Communications Law, Women in Communications Law Subcommittee

Dates volunteered Jan 2007 – Jan 2012

Volunteer duration 5 yrs 1 mo

EXHIBIT XIV

Hamilton County Candidates and Issues List (Official) for the November 3, 2020 General Election

Updated: 9-16-2020

President and Vice President

Joseph R. Biden and Kamala D. Harris	Dem
Howie Hawkins and Angela Walker	
Jo Jorgensen and Spike Cohen	Lib
Donald J. Trump and Michael R. Pence	Rep
Brian Carroll and Amar Patel (Write-in)	
Tom Hoefling and Andy Prior (Write-in)	
Dario Hunter and Dawn Neptune Adams (Write-in)	
Jade Simmons and Claudeliah J. Roze (Write-in)	
Kasey Wells and Rachel Wells (Write-in)	
President R19 Boddie and Eric Stoneham (Write-in)	

Representative to Congress

1st District – 1 to be elected – 2 year term

Steve Chabot	3025 Daytona Ave.	45211	Rep
Kevin David Kahn	8747 Brookscreek Dr., #2025	45249	Lib
Kiumars Kiani (Write-in)	2093 Baltimore Ave.	45225	
Kate Schroder	23 Belsaw Pl.	45220	Dem

2nd District – 1 to be elected – 2 year term

Jaime M. Castle	6024 Colter Ave.	45230	Dem
James J. Condit, Jr. (Write-in)	Redacted	45247	
Brad Wenstrup	512 Missouri Ave.	45226	Rep

EXHIBIT XV

From:

Dr. Kiumars Kiani
Address Redacted

To: Robert Baker and FCC (Federal Communications Commission)

I, Dr. Kiumars Kiani (Dr. Q), ran as a write in candidate for Congress in Ohio in 2016.

I requested to run ads on WLW and WKRC radio stations, and to have an hour show on WKRC on some of the Sunday Nights in the last sixty days before the election of November, 2016.

iHeart (WLW and WKRC) asked me to provide yard signs, bumper stickers, brochures, etc. to prove I was qualified to buy radio ads and radio shows (on Sundays) on WLW and WKRC according to the language on the FCC website for requirements for write-in candidates to qualify to buy radio time on FCC licensed stations.

I provided these things they asked for plus a few other items. They did not ask me for anything else. They did not ask what events I was attending, even though I attended any event I could. I volunteered I was appearing at an event and radio program at a local Spanish Language station. I also ran radio ads on a small Spanish language station in Cincinnati, Ohio that year, and few on 103.5 FM in Cincinnati. And I paid WLW and WKRC for one minute radio ads, and one hour Sunday night programs on WKRC. And they ran them without an controversy or question.

Signed,


Kiumars Kiani
Kiumars Kiani

Printed name:

Kiumars Kiani

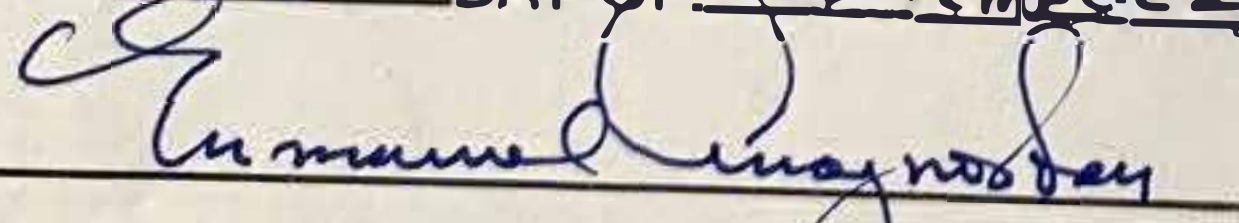
STATE OF OHIO

COUNTY OF HAMILTON

SWORN TO AND SUBSCRIBED BEFORE ME

A NOTARY PUBLIC BY Kiumars Kiani

ON THE 26th DAY OF SEPTEMBER 2020


Emmanuel Anagnostou



EMMANUEL ANAGNOSTOU
Notary Public, State of Ohio
My Commission Expires



EXHIBIT XVI a

Look at bottom for letter of Bill Mountel of 9-21-20 asking for more information of my campaign activity in 2020.

----- Forwarded message -----

From: **Jim Condit Jr** <letfreedomring247@gmail.com>

Date: Fri, Sep 25, 2020 at 12:51 PM

Subject: The exact wording in Bill Mountel's request of 9-21-20 does not say iHeart was going to censor the ads; See exact wording below.

To: robert baker <robert.baker@fcc.gov>, Meltzer, Ari <AMeltzer@wiley.law>

The wording in the initial request for more information about my campaign activities in 2020 does not talk about censoring my ads, but about wanting more information. After I provided the information on top of what initially satisfied iHeart -- iHeart said it was NOT satisfied -- without giving one single reason why. Such tyrannical arbitrary-ness by station managers and owners is EXACTLY what the Reasonable access law was enacted to prevent.

To be painfully explicit: documentation accepted and satisfied iHeart from 9-2-21 until 9-21-20, then iHeart asks for more information about my campaign activities in 2020, then I provide that information, then iHeart suddenly becomes "unsatisfied" without given any reason whatsoever, and censors my campaigns radio ads. Tyrannical. Arbitrary. Pre-meditated with malice aforethought. In total and deliberate violation of the Reasonable Access Law.

Here is the request for more information from iHeart through sales Director Bill Mountel with the most important line underlined, added by me:

Mountel, Bill

Mon, Sep 21, 6:22 AM
(4 days ago)

to me

Jim as a write-in candidate, I'll need you to list out and describe all of your campaigning activities - such as speeches (when and where), distribution of campaign literature (what/where/when), press releases your campaign has issued and lastly the members of your campaign committee? (technically, I don't think there are any) I/we won't be able to run your ads this Thursday and Sunday until we receive the information outlined above. Please let me know if you have any questions.

Thanks,

Bill

Bill Mountel

General Sales Manager

Office: 513.686.8314 **Mobile:** 513.544.7001

Error! Filename not specified.

Reaching a quarter billion consumers every month

Radio/Digital/Outdoor/Mobile/Social/Events

EXHIBIT XVI b

Date: 9-22-20

To: Bill Mountel and iHeart Executives and iHeart Legal Department

From: Jim Condit Jr and Jim Condit Jr. for Congress Committee, for 2020

Regarding: Overview of Jim Condit Jr. for Congress full campaign activities in the 2020 Campaign

* * * * *

The Items requested by iHeart through Bill Mountel on 9-21-20 were very close to the verbiage on the FCC website, by which the FCC has been attempting for years -- in absolute contradiction to the Reasonable Access Law itself and ruling of 1996 of the DC circuit court in Becker vs. FCC, -- to turn certain write-in candidates into “second class citizen” candidates who have to do more than legally qualify as a candidate in the race to pay for and run radio and TV ads on FCC-licensed stations. This is exactly what the Reasonable Access Law was enacted to prevent, i.e., anyone in government or media deciding which legally qualified candidates are real candidates. **If iHeart or the FCC or anyone else doesn’t like the current state of the law, then change the law.** So while we are listing the activities below which are underway, we do so without agreeing in anyway that any of these activities are necessary to “qualify” for running radio ads or one hour radio programs (programs on days where a station sells such hour long programs to businesses) on WKRC or WLW or any other FCC-licensed stations.

1. Making campaign speeches and attending events:

a) Lunch at Frisch’s Restaurant in connection with the Randall Terry appearance in Cincinnati, Ohio that day. Randall Terry is the founder of Operation Rescue which inspired tens of thousands to be arrested sitting in front of abortion chambers to stop the abortions – far more civil rights arrest than Martin Luther King’s civil rights movements or any other movement in the history of the United States. I helped organize this and two other events on July 20 and July 21, 2020 and mention Randall Terry’s legacy to put in context why people who are my potential supporters were at these events. I talked to about 10 people about my upcoming campaign at this luncheon.

b. Randall Terry's event at The Farm Wedding Hall in Delhi on that night of July 20, 2020 promoting the pro-life cause, and exposing Joe Biden as a flagrant supporter of late term abortion. He and his family played music with about 120 present. After the main event, I spoke to about 15 potential supporters by pre-arrangement in my pre-event calls to organize this event, and a few joined us who I hadn't talked to in advance, and I also took questions from those who attended my portion of this event.

c. Spoke the next morning, July 21, 2020 in front of the downtown Cathedral after Randall Terry and his family played pro-life music including a song exposing Joe Biden's immoral pro-legalized abortion stance. I spoke to a gathering of about 10 people who were supporters or potential supporters about my campaign immediately after this event, and with others individually during parts of this event. I had also helped to organize this event. Channels 5, 9, 12, 19 and the Cincinnati Enquirer did not cover this event. But a young lady with a new television station associated with Spectrum (formerly Warner Cable) did cover and film this event. The name of the budding TV station is: Spectrum News 1.

D. On August 15, 2020, I spoke to potential supporters by pre-arrangement, and we were joined by a few who I had not talked to before this event. The event was a Rosary Procession on the steps of the Hamilton County Court house which I also helped organize. I spoke to about 20 people about my campaign out of the 180 or so who attended immediately following the prayer event. Afterwards, five of us went to the Netherland Hilton for food and a strategy session, including questions and answers.

E. August 29, 2020, a meeting was held in our new campaign headquarters in the Riverview Crossing with supporters near Harrison, Ohio. About 5 attended.

F. September 19, 2020, a gathering in the new campaign headquarters with people attending to hear about my campaign.

September 21, conference call about my campaign with 6 joining.

G. 9-23-20, I am appearing as a guest on the Bard's Logic internet radio show, based in Cincinnati and hosted by Robert Jetter for the last 5 years or so. I will be telling about my congressional campaign, and information on our campaign website including Covid 19 misinformation, and the dangers of computer

votefraud and mail in ballots in the 2020 election. I have appeared on Bard's Logic many times over the last few years. The show is three hours in length.

H. 9-28-20, I am appearing on the internet radio show "Stop the Presses" carried on the long-standing Republic Broadcasting Network, hosted by Mark Anderson. The show lasts one hour.

I. 10-6-20, I will be appearing on a live program which lasts 25 minutes devoted to the congressional candidates for District 2, Ohio sponsored by Waycross Community Media, on the public cable access facility serving many communities which comprise both the 1st congressional district and the 2nd congressional District of Ohio. I am also filming a five minute spot which they allow all the candidates to do in order to introduce themselves and speak about a few key issues in their campaign. Contact person at Waycross: 513-825-2429 or dana@waycross.org.

J. The NAACP is holding an event in October, the date for which is yet to be set. I attended this event last year, and have been invited to attend it this year. Date will be announced in the mailing they are about to send out. Briana: 513-281-1900

K. A few other events which I attended last year, such as the Anderson Township event, have yet to communicate with the candidates and public about when they will hold the candidate's event this year, unless they are skipping it because of Covid 19.

2. Distributing campaign literature

We have been using for our 2020 brochure essentially the same brochure we used in 2018, which is attached in a nearby email, plus a new full color flip side that had just been created and is about to be printed. We have also used the business card of which you have a copy as a pass-out. Both emphasize going to our website, JimForAmerica.com. We will not pass our door to door literature as in this day and age a person who does not have a face recognizable by the public can creep people out, and many people are so afraid of Covid 19 that they don't want people coming to their door. WE DO pass out literature at physical events such as those described in part of section 1. ---- If a candidate had enough money

to get a brochure into the hands of every person in a congressional district, it would still be a terrible waste of money vs. reaching them via radio and TV stations where the candidate has instant credibility if for no other reason that most people don't know how to make a commercial and most people don't know how to get on the radio or TV. Remember, the FEC licensed radio and TV stations are the PUBLIC AIRWAVES, not the property of iHeart or any other corporation that has been granted a temporary license. We have just attracted a person with the talent to make full color tri-fold brochures so that we can produce them inexpensively. The black and white hand-out we have been using, and the new full color flip side are attached in a nearby email. We will get IHeart a few copies of this new brochure as soon as they are ready.

3. Issuing press releases

While Jim Condit Jr. for Congress has not issued press releases in recent years, we have decided to do so this year after this communication and after examining the FCC criteria for already legally recognized write-in candidates being recognized as "real candidates". (Ridiculous!) Our first press release of the year is attached in a nearby email. We will issue them every few days until November 3rd, 2020.

Our past experience is that our press releases are totally ignored, and the news media is only interested when they can give me (Jim Condit Jr.) some bad publicity such as when we hired signature gatherers who turned in fake signatures for myself and the gambling casino initiative in 2002 (I helped expose my own hires in this case.) and when I was kicked off the ballot in the Green Party after voting in the Republican Party for Trump in 2016. HOWEVER, there is a younger generation of reporters, and as things deteriorate in the USA as things are now rolling, our press releases may educate some of these reporters who may be important voices in the future when they get their heads straightened out or when they are freed from current media ownership. So, press releases are a good idea! The fact that we are just starting to issue press releases today should not affect our status, as even the FCC criteria say that a candidate does not have to be actively doing all the criteria all the time.

4. Maintaining a campaign headquarters which can be in your home.

In 1979 and the 1980s when I ran for Cincinnati City Council, my campaign headquarters was at Bramble and Whetsel in the upper floor of my t-shirt printing business. Since 2002, my campaign headquarters had been a room in my home at (Sensitive info redacted), which still exists and is our campaign mailing address along with PO Box 11555, Cincinnati, Ohio 45211. **But this year we actually have a stand-alone campaign headquarters with 5 spacious rooms.** It is a double wide mobile home in the over 55 Riverview Crossing Mobile home park. **Our new headquarters is located at (Sensitive info redacted).** We have had two small gatherings there so far, but it needs furniture beyond a table and a few chairs, and will be fully functional by about October 10th, 2020 or so. How many other candidates in the Greater Cincinnati region have stand-alone campaign headquarters? Just a very small fraction of them, including those on the ballot.

5. Yard Signs and bumper stickers.

We have utilized a few yard signs and bumper stickers, not mentioned as far as I know in the FCC criteria for write-in candidates, of which iHeart has some of ours.

However, like brochures, without tens of thousands of dollars to put into yard signs and bumper stickers, this is not a good use of campaign money compared to put radio ads on the radio on well-listened to issue oriented talk stations like WLW and WKRC. **Yard signs usually do not stay up long for various reasons, especially with controversial candidates.**

6. Campaign Committee

I have always since 2002 been the only member of my campaign committee and the treasurer of the committee. Why? To protect others from any malicious legal harassment that might come our way, although none has ever come in these last 18 years. But look at what the deep state is doing to Roger Stone and Steve Bannon, which Hillary Clinton runs free with all her open felonies and destruction of evidence? Locally, the late and very leftist Marian Spencer had tens of thousands of dollars go missing from her Cincinnati City Council campaigns when her husband was the campaign manager. No problem, said those in a position to investigate and prosecute. I doubt if someone like me would get the benefit of

the doubt even if the establishment decided to go after me when nothing is wrong. **HOWEVER, I have two individuals ready right now to become part of my campaign committee if that is what is best to do.** In the last few years when I turned in my paperwork as a candidate, no person or entity, especially the Hamilton County Board of Elections, has required that I have more people on my campaign committee. If that is required, what is the statute or law that requires it. I have no problem adding more members if it is required.

7. Organizing supporters and like-minded people.

We have built a website to help organize and link people from neighborhood to neighborhood, from precinct to precinct, and from county to county. The website is: **NetworkAmerica.org** – and it is set up to teach all American citizens across the board how to participate in the Precinct System in the party of their choice, or just to organize like-minded people into activist groups. It is in this system, which Abraham Lincoln referred to when campaigning in 1860, that citizens can really make their voices heard. I (Jim Condit Jr.) worked this system with others in 1988 and 1990 and we succeeded in taking over the Republican Party of Hamilton County but had our victory stolen from us by local judges and the Ohio Supreme Court. The Ohio Supreme Court even said: “The Platform Republicans (note: our group) was right in law and in fact.” – But still gave the headquarters back to the Old Guard Republican leadership which we had defeated!!! – The precinct system is the only peaceful and constitutional way for people to take back the government in light of the easily rigged, secretly-counted computerized voting system now in place in 99% of the USA. NetworkAmerica.org is here for the long run, and I believe we have found a person to man the site daily, and help people use it. In the age of the internet and zoom meetings, etc. a local network for my campaign, and even one or more nationwide networks to defend liberty, the Bill of Rights and the Constitution could come together fast. This “organizing of the people” and teaching people how to use the precinct system, is a program FAR BEYOND what any other campaign in the USA envisions, even the Trump Campaign, although we hope he and others who want to preserve true liberty would pick up on this strategy and make it their own.

Submitted By Jim Condit Jr., as the candidate for Congress and for the Jim Condit Jr. for Congress Committee.

EXHIBIT XVI c

9-29-20

To: Mr. Ari Meltzer representing iHeart Media (copy to Robert Baker and FCC)

From: Jim Condit Jr. Candidate and Jim Condit Jr. for Congress Committee

Please note: our Formal Complaint and request for ruling is being prepared for the media division of the FCC (30+ Exhibits so far), but Jim Condit Jr. for Congress Committee wants to be sure that iHeart is warned in advance they are about to commit illegal censorship twice and forfeit its licenses for WLW and WKRC, and if they do so they are doing so with full knowledge aforethought of what they are doing.

A Warning for iHeart: iHeart Media is about to repeatedly violate Reasonable Access Law Standards by censoring Jim Condit Jr. for Congress radio Ads and Radio Shows FOR THE SECOND TIME on 10-1-20 and 10-4-20 (the first violations being the censoring of Jim Condit Jr. for Congress radio ads and radio show by iHeart Media on 9-24-20 and 9-27-20). This blatant censorship of the Jim Condit Jr. radio ads and radio show should result, under any reading of the law, in iHeart forfeiting its station licenses for WLW (700 AM) and WKRC (550 AM),

iHeart broke its WKRC and WLW contracts, -- contracts with contract numbers assigned by iHeart and posted on their public media file on the internet circa 9-3-20 - with Jim Condit Jr. for Congress Committee after iHeart: a) verified Jim Condit Jr. was a qualified write-in candidate with the Hamilton County Board of Elections; b) received all the items it had asked for (yard signs, bumper stickers, brochures, etc.) regarding, in their mindset, the legitimacy of the Jim Condit Jr. for Congress Committee to qualify to buy ads on FCC-licensed stations; c) THEN iHeart drew up the contracts -- with contract numbers for each WLW and WKRC assigned by iHeart, and signed by both parties; d. THEN iHeart accepted \$11,000+ dollars for nine weeks of radio ads on WLW and 9 weeks of radio shows on WKRC, running from 9-4-20 to 11-1-20; e) THEN iHeart cashed all the certified checks; f) THEN iHeart, because they didn't like the content of Condit's radio ads and radio show, asked for MORE proof that Condit was running a campaign outside the radio ads, which Condit provided, including upcoming media appearances; g) THEN wrote a letter through Ari Meltzer at Wiley Law Firm to Jim Condit Jr. for Congress Committee that iHeart did not accept that Jim Condit Jr. for Congress qualified to buy time on WLW and WKRC, while giving no reason for the sudden decision not to recognize the Jim Condit Jr. for Congress Committee as worthy to buy time on WLW and WKRC -- this is to emphasize to you how weak your position is; h) THEN iHeart censored/did not run the Condit for Congress ads on 9-24-20 and the Condit for Congress radio show on 9-27-20 -- in the most total and blatant violation of the Reasonable Access Law in its history, with the radio station and their owners, iHeart, clearly making itself the arbiter of who is a "worthy" legally qualified candidate, AFTER they had already accepted Jim Condit Jr. as a "worthy" legally qualified candidate as proven above in items a through g, but then, after that, making itself the arbiter of what content that candidate can put in his or her radio ads.

Those ads and the radio show were censored and not played on WLW and WKRC, even though paid for and covered by the iHeart contracts which Jim Condit Jr. for Congress and iHeart completed in early September, circa 9-3-20, after iHeart had received all the items it asked for

(yard signs, bumper stickers, brochures, etc.) by the morning of 9-4-20, a few hours before the first radio ads ran on WLW.

PLEASE NOTE: If iHeart again censors the Jim Condit Jr. for Congress ads on WLW on 10-1-20 and the radio show on WKRC on 10-4-20 for Jim Condit Jr. for Congress, then they are doing so, in light of this email / letter with full knowledge aforethought and repeatedly, i.e., more than once, thus invoking the losing of their station licenses for WLW AM and WKRC AM..

See below, emphasis added by underling of key parts:

Section 312 [47 U.S.C. §312] Administrative sanctions.

(a) The Commission may revoke any station license or construction permit –

(7) for willful or repeated failure to allow reasonable access to or to permit purchase of reasonable amounts of time for the use of a broadcasting station, other than a non-commercial educational broadcast station, by a legally qualified candidate for Federal elective office on behalf of his candidacy.

(f) For purposes of this section:

(1) The term "willful", when used with reference to the commission or omission of any act, means the conscious and deliberate commission or omission of such act, irrespective of any intent to violate any provision of this Act or any rule or regulation of the Commission authorized by this Act or by a treaty ratified by the United States.

(2) The term "repeated", when used with reference to the commission or omission of any act, means the commission or omission of such act more than once or, if such commission or omission is continuous, for more than one day.

Please note that "repeated; means more than once. So the censoring of Jim Condit Jr. for Congress ads on 10-1-20 and the censoring of the Jim Condit Jr. for Congress radio shows would constitute "more than once". iHeart Media, WLW and WKRC are so warned, at least 24 hours in advance of when the Jim Condit Jr. for Congress ads and show should be run on 10-1-20 and 10-4-20.

Bill Mountel, Sales Director of iHeart Media in Cincinnati, and Tony Bender, program director for WLW and WKRC, have the radio spot for Thursday 10-1-20 and the radio show for Sunday night 10-4-20.

Jim Condit Jr.

Jim Condit Jr. for Congress Committee

EXHIBIT XVII

Write-in Candidate Precedent

Senate

1. Republican [William Knowland](#) was elected in 1946 to the U.S. Senate from California, for a two-month term. The special election for the two-month term featured a November ballot with no names printed on it, and all candidates in that special election were write-in candidates.^[6]
2. Democrat [Strom Thurmond](#) was [elected in 1954](#) to the [United States Senate](#) in [South Carolina](#) as a write-in candidate, after state Democratic leaders had blocked him from receiving the party's nomination.^[6]
3. In [2010](#) incumbent [Alaska Senator Lisa Murkowski](#) lost the Republican primary to [Joe Miller](#).^[7] Following her defeat she ran in the general election as a write-in candidate. Murkowski had filed, and won, a lawsuit requiring election officials to have the list of names of write-in candidates distributed at the polls,^[8] and subsequently won the election with a wide enough margin over both Miller, and [Democratic Party](#) candidate [Scott T. McAdams](#), to make moot [the write-in ballots that had been challenged by Miller](#).^[9]

House of Representatives

1. In 1918, [Peter F. Tague](#) was elected to the U.S. House as a write-in independent Democrat, defeating the Democratic nominee, [John F. Fitzgerald](#).
2. In 1930 Republican [Charles F. Curry, Jr.](#) was elected to the House as a write-in from Sacramento, California. His father, [Congressman Charles F. Curry Sr.](#), would have been listed on the ballot unopposed but, due to his untimely death, his name was removed and no candidate's name was listed on the ballot.
3. In 1958, Democrat [Dale Alford](#) was elected as a write-in candidate to the [United States House of Representatives](#) in Arkansas. As member of the [Little Rock school board](#), Alford launched his write-in campaign a week before the election because the incumbent, [Brooks Hays](#), was involved in the incident in which [president Eisenhower](#) sent federal troops to enforce [racial integration](#) at [Little Rock Central High School](#). Racial integration was unpopular at the time, and Alford won by approximately 1,200 votes, a 2% margin.^[10]
4. In 1964 Democrat [Gale Schisler](#) was nominated for Congress in Illinois as a write-in candidate when no Democrat filed to run in the primary election. He defeated incumbent [Robert McLoskey](#) in the November General Election.
5. In November 1980, Republican [Joe Skeen](#) was elected to Congress in New Mexico as a write-in candidate, because of a [spoiler candidate](#) who also happened to be a write-in. No Republican had filed to run against the incumbent Democrat, [Harold L. Runnels](#), before the close of filing. Runnels died on August 5, 1980, and the Democrats requested a special primary to pick a replacement candidate. The New Mexico Secretary of State allowed the Democrats to have a special primary, but did not allow the Republicans to have a special primary, because they had already gone with no candidate. So Skeen ran as a write-in candidate. After Runnels' widow lost the Democratic special primary, she launched her own write-in candidacy, which [split the Democratic vote](#), taking enough votes from the Democratic nominee to [give the election](#) to the Republican, Skeen, who won with a 38% [plurality](#).^[10]
6. [Ron Packard](#) of California finished in second place in the 18-candidate Republican primary to replace the retiring [Clair Burgener](#). Packard lost the primary by 92 votes in 1982, and then mounted a write-in campaign as an independent. He won the election with a 37% [plurality](#) against both a Republican and a Democratic candidate. Following the elections, he re-aligned himself as a Republican.^[10]

7. Democrat [Charlie Wilson](#) was the endorsed candidate of the Democratic Party for [Ohio's 6th congressional district](#) in Ohio to replace [Ted Strickland](#) in 2006. Strickland was running for Governor, and had to give up his congressional seat. Wilson, though, did not qualify for the ballot because only 46 of the 96 signatures on his candidacy petition were deemed valid, while 50 valid signatures were required for ballot placement. The Democratic Party continued to support Wilson, and an expensive primary campaign ensued – over \$1 million was spent by both parties. Wilson overwhelmingly won the Democratic primary as a write-in candidate on May 2, 2006 against two Democratic candidates whose names were on the ballot, with Wilson collecting 44,367 votes, 67% of the Democratic votes cast.^[11] Wilson faced [Republican](#) Chuck Blasdel in the general election on November 7, 2006, and won, receiving 61% of the votes.
8. Democrat [Dave Loebsack](#) entered the 2006 Democratic primary in Iowa's second congressional district as a write-in candidate after failing to get the required number of signatures. He won the primary and in the general election he defeated 15-term incumbent [Jim Leach](#) by a 51% to 49% margin.
9. [Jerry McNerney](#) ran as a write-in candidate in the March 2004 Democratic Primary in [California's 11th congressional district](#). He received 1,667 votes (3% of the votes cast), and, having no opposition (no candidates were listed on the Democratic primary ballot), won the primary.^[12] Although he lost the November 2004 general election to Republican [Richard Pombo](#), McNerney ran again in 2006 (as a candidate listed on the ballot) and won the Democratic Primary in June, and then the rematch against Pombo in November.
10. [Shelley Sekula-Gibbs](#) failed as a write-in candidate in the November 7, 2006 election to represent the 22nd Texas congressional district in the [110th Congress](#) (for the full term commencing January 3, 2007). The seat had been vacant since June 9, 2006, due to the resignation of the then representative [Tom DeLay](#). Therefore, on the same ballot, there were two races: one for the 110th Congress, as well as a race for the unexpired portion of the term during the [109th Congress](#) (until January 3, 2007). Sekula-Gibbs won the race for the unexpired portion of the term during the 109th Congress as a candidate listed on the ballot. She could not be listed on the ballot for the full term because Texas law did not allow a replacement candidate to be listed on the ballot after the winner of the primary (Tom DeLay) has resigned.
11. [Peter Welch](#), a Democrat representing [Vermont's](#) sole congressional district, became both the Democratic and Republican nominee for the House when he ran for re-election in 2008 and 2016. Because the Republicans did not field any candidate on the primary ballot in those elections, Welch won enough write-in votes to win the Republican nomination.^[13]

State legislatures

1. Several members of the [Alaska House of Representatives](#) were elected as write-in candidates during the 1960s and 1970s, particularly from [rural districts](#) in the [northern and western portions of the state](#). Factors in play at the time include the newness of Alaska as a state and the previous absence of electoral politics in many of the rural communities, creating an environment which made it hard to attract candidates to file for office during the official filing period. Most of the areas in question were largely populated by [Alaska natives](#), who held little political power in Alaska at the time. This only began to change following the formation of the [Alaska Federation of Natives](#) and the passage of the [Alaska Native Claims Settlement Act](#). Known examples of successful write-in candidates include Kenneth A. Garrison and [Father Segundo Llorente](#) (1960), Frank R. Ferguson (1972), James H. "Jimmy" Huntington (1974), and Nels A. Anderson, Jr. (1976). The incumbent in Llorente's election, Axel C. Johnson, ran for re-election as a write-in candidate after failing to formally file his candidacy paperwork. Johnson and Llorente, as write-in candidates, both outpolled the one candidate who did appear on the ballot. Ferguson and Anderson were both incumbents who launched their write-in campaigns after being defeated in

the [primary election](#). Anderson's main opponent, Joseph McGill, had himself won election to the House in 1970 against a write-in candidate by only 5 votes.

2. [Carl Hawkinson](#) of [Galesburg, Illinois](#) won the Republican primary for the [Illinois Senate](#) from Illinois's 47th District in 1986 as a write-in candidate. He went on to be elected in the general election and served until 2003. Hawkinson defeated another write-in, David Leitch, in the primary. Incumbent State Senator Prescott Bloom died in a home fire after the filing date for the primary had passed.
3. Arizona state senator [Don Shooter](#) won the 2010 primary as a write-in and went on to win the general election.
4. After failing to receive the Republican Party's 1990 [Wilson Pakula](#) nomination, incumbent and registered [Conservative](#) New York State Senator [Serphin Maltese](#) won the party's nomination as a write-in candidate.^[14]
5. [Charlotte Burks](#) won as a Democratic write-in candidate for the [Tennessee Senate](#) seat left vacant when the incumbent, her husband [Tommy](#), was assassinated by his opponent, [Byron Looper](#), two weeks before the elections of November 2, 1998. The assassin was the only name on the ballot, so Charlotte ran as a write-in candidate.
6. [Winnie Brinks](#) was elected to the [Michigan House of Representatives](#) in 2012 after a series of unusual events. In May of that year, State Representative Roy Schmidt – who had previously filed to run for re-election as a Democrat – withdrew from the Democratic primary and re-filed as a Republican. A friend of Schmidt's nephew filed to run as a Democrat, but withdrew two days later amid anger among local Democrats. This left Democrats without a candidate. Brinks ran as a write-in to be the Democratic nominee. She won the primary and was listed on the ballot in the general election, which she also won. Coincidentally, the general election also saw a write-in candidate, Bing Goei, receive significant support.^[15]
7. [Scott Wagner](#) was elected as an anti-establishment Republican write-in candidate to the [Pennsylvania Senate](#) in a March 2014 special election over endorsed Republican nominee [Ron Miller](#) and Democrat Linda Small.^[16]
8. [Nick Freitas](#) was re-elected as a write-in candidate after missing a filing deadline to appear on the ballot in the Virginia House of Delegates.^{[17][18]}

Source: [Historical success of write-in candidates - Wiki](#)

EXHIBIT XVIII

From: Jim Condit Jr., Address Redacted, candidate for Congress for 2nd District in Ohio
in 2016 general elections.

To: Robert Baker and the FCC (Federal Communications Commission)

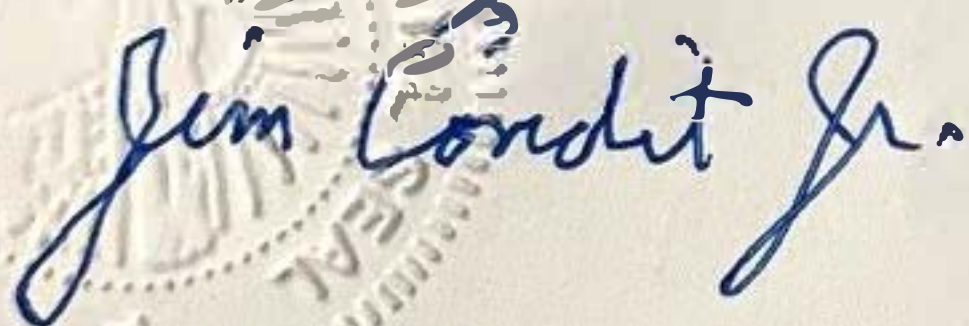
In the 2016 election cycle for the General Election on November 3, 2020 – iHeart (WLW and WKRC) asked me for yard signs, bumper stickers, brochures, etc. to prove I qualified to run ads on FCC licensed stations as a write in candidate under the FCC language for write in candidates to buy radio ads on FCC licensed radio stations.

I provided all iHeart asked for. iHeart took over \$11,000 for radio ads and 9 one hour shows on Sunday night through 11-1-2020, cashed all the checks, and then ran 3 weeks of the radio ads (9 of the 27 bought for the entire cycle) and three of the nine radio shows already paid for. The whole schedule was paid for in advance.)

Then on September 21, 2020, iHeart decided to contact me by email saying they wanted more of my campaign activities to run further ads. I provided the list of what I was doing in regard to my 2016 congressional campaign.

On September 24, 2020, iHeart's attorney contacted me by email to tell me that iHeart was not satisfied and would not further run my campaign's ads or one hour shows in the last six or so weeks in the 2016 campaign. iHeart's attorney, Ari Meltzer, did NOT give any reason in the email why iHeart decided to suddenly disqualify me as eligible to have the ads and shows I had already paid for continue to run further.

Signed,

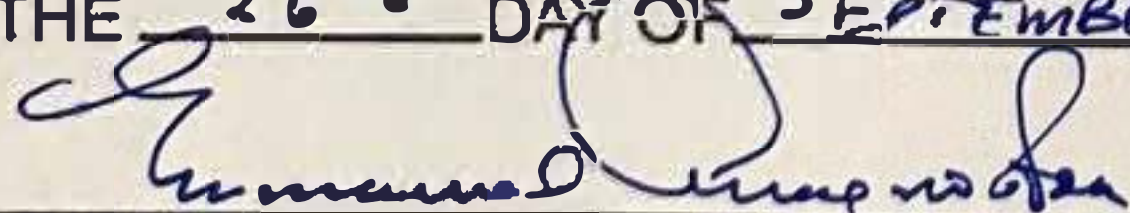


Jim Condit Jr.

Print name: JIM CONDIT JR.

ON BALLOT AS JAMES J. CONDIT JR.

STATE OF OHIO
COUNTY OF Hamilton
SWORN TO AND SUBSCRIBED BEFORE ME
A NOTARY PUBLIC BY JIM CONDIT JR.
ON THE 26th DAY OF SEPTEMBER 2020



Emmanuel Anagnostou



EMMANUEL ANAGNOSTOU
Notary Public, State of Ohio
My Commission Expires



EXHIBIT XIX

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

In the Matter of Online Political Files of)	File No.: MB/POL-07072020-D
)	
iHeartMedia, Inc.)	FRN: 0019970417
)	
Licensee of Various Commercial Radio Stations)	
)	
)	

ORDER

Adopted: July 22, 2020**Released: July 22, 2020**

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Federal Communications Commission (the Commission) and iHeartMedia, Inc. (iHeart). The Consent Decree resolves the Commission's investigation into whether iHeart violated section 315(e)(3) of the Communications Act of 1934, as amended (the Act), and section 73.1943(c) of the Commission's rules in connection with the timeliness of uploads of required information to the online political files of certain of its owned and operated radio stations. To resolve this matter, iHeart agrees, among other things, to implement a comprehensive Compliance Plan and to provide periodic Compliance Reports to the Bureau.

2. The Commission first adopted rules requiring broadcast stations to maintain public files documenting requests for political advertising time more than 80 years ago,¹ and political file obligations have been embodied in section 315(e) of the Act since 2002.² Section 315(e)(1) requires radio station licensees, among other regulatees, to maintain and make available for public inspection information about each request for the purchase of broadcast time that is made: (a) by or on behalf of a legally qualified candidate for public office,³ or (b) by an issue advertiser whose advertisement communicates a message relating to a political matter of national importance.⁴ Section 315(e)(3) of the Act requires stations to upload information about such requests to their online political files "as soon as possible."⁵ Section 73.1943(a) of the Commission's Rules requires stations to maintain and make available for public inspection information about all requests for broadcast time made by or on behalf of candidates for public office,⁶ and section 73.1943(c) requires stations to upload such information to their online political files "as soon as possible," meaning "immediately absent unusual circumstances."⁷

¹ See 3 Fed. Reg. 1691 (1938).

² 47 U.S.C. § 315. See Bipartisan Campaign Reform Act of 2002, P.L. 107-155, 116 Stat. 81 (2002).

³ 47 U.S.C. § 315(e)(1)(A).

⁴ 47 U.S.C. § 315(e)(1)(B).

⁵ 47 U.S.C. § 315(e)(3).

⁶ 47 CFR § 73.1943(a).

⁷ 47 CFR § 73.1943(c).

3. It is crucial that stations maintain political files that are complete and up to date because the information in them directly affects, among other things, the statutory rights of opposing candidates to request equal opportunities pursuant to section 315(a) of the Act⁸ and present their positions to the public prior to an election.⁹ In addition, as the Commission has stated, “the disclosures included in the political file further the First Amendment’s goal of an informed electorate that is able to evaluate the validity of messages and hold accountable the interests that disseminate political advocacy.”¹⁰

4. iHeart is the licensee of various commercial radio stations across the country. In February 2020, iHeart voluntarily informed the Bureau that many of its stations had not uploaded records of requests for the purchase of political broadcast time in a timely manner. iHeart’s disclosure was consistent with the information that it provided in multiple license renewal applications filed with the Commission during the current license renewal cycle.

5. Following discussions with Bureau staff earlier this year, iHeart informally agreed to adopt a Best Practices Plan and to submit a Compliance Report to the Bureau covering a limited period of time. That Compliance Report revealed a significant improvement by iHeart in complying with its political file obligations. iHeart has now formally agreed to enter into the attached Consent Decree, pursuant to which iHeart admits that it violated its political file obligations by not uploading required records in a timely manner. iHeart further agrees to implement a comprehensive compliance plan to ensure future compliance with its political file obligations and to submit periodic compliance reports to the Bureau.

6. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding iHeart’s compliance with section 315(e)(3) of the Act and section 73.1943(c) of the Rules.

7. Accordingly, **IT IS ORDERED** that, pursuant to the authority delegated by section 0.61(e) and 0.283 of the Commission’s rules,¹¹ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

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

1. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be served via electronic mail to Kathleen A. Kirby, Esq., Wiley Rein LLP, counsel for iHeartMedia, Inc., at kkirby@wiley.law.

FEDERAL COMMUNICATIONS COMMISSION

Michelle M. Carey
Chief, Media Bureau

⁸ 47 U.S.C. § 315(a).

⁹ Pursuant to section 73.1941(c) of the Rules, candidates have one week from an opponent’s initial “use” to request equal opportunities. 47 CFR § 73.1941(c). The failure by a station to promptly upload information about each “use” denies requesting candidates the notice they need to assert their statutory rights to equal opportunities in a timely manner. *See Standardized and Enhanced Disclosure Requirements for Television Broadcast Licensee Public Interest Obligations*, Second Report and Order, 27 FCC Rcd 4535, 4562 para. 55 (2012).

¹⁰ *Id.* at 4543-44, para. 16.

¹¹ 47 CFR §§ 0.61(e), 0.283.

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

In the Matter of Online Political Files of)	File No.: MB/POL-07072020-D
)	
IHEARTMEDIA, INC.)	FRN: 0019970417
)	
Licensee of Various Commercial Radio Stations)	

CONSENT DECREE

1. The Media Bureau (Bureau) of the Federal Communications Commission (Commission) and iHeartMedia, Inc. (iHeart), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's investigation, as defined below, into iHeart's compliance with section 315(e)(3) of the Communications Act of 1934, as amended,¹² and section 73.1943(c) of the Commission's rules,¹³ relating the maintenance of online political files. As set forth herein, to resolve this matter, iHeart agrees, among other things, to implement a comprehensive Compliance Plan and provide periodic Compliance Reports to the Bureau.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
- (b) "Adopting Order" means an Order of the Media Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
- (c) "Bureau" or "Media Bureau" means the Media Bureau of the Commission.
- (d) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
- (e) "Communications Laws" means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission.
- (f) "Compliance Officer" means the individual designated in Paragraph 12 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at Paragraph 13.
- (h) "Covered Employees" means all employees and agents of the Company who perform, supervise, oversee, or manage the performance of duties that relate to iHeart's responsibilities under the Communications Laws, including the Political Programming and Record-Keeping Statutes and Rules.
- (i) "Effective Date" means the date by which both the Bureau and iHeart have signed the Consent Decree.

¹² 47 U.S.C. § 315(e)(3).

¹³ 47 CFR § 73.1943(c).

- (j) “iHeart” or the “Company” means iHeartMedia, Inc. and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (k) “iHeart Stations” means all broadcast stations of which iHeart is or becomes the licensee during the term of this Consent Decree.
- (l) “Investigation” means the Bureau’s investigation regarding iHeart’s compliance with the Political Programming and Record-Keeping Statutes and Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by iHeart to implement the Compliance Plan.
- (n) “Parties” means iHeart and the Bureau, each of which is a “Party.”
- (o) “Political Programming and Record-Keeping Statutes and Rules” means 47 U.S.C. §§ 312(a)(7), 315, and 317; 47 CFR §§ 73.1212, 73.1940, 73.1941, 73.1942, 73.1943, 73.1944, and 73.3526; and other provisions of the Act, the Rules, and Commission orders related to political programming and record-keeping.
- (p) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

II. BACKGROUND

3. The Commission first adopted rules requiring broadcast stations to maintain public files documenting requests for political advertising time more than 80 years ago,¹⁴ and political file obligations have been embodied in section 315(e) of the Act since 2002.¹⁵ Section 315(e)(1) requires radio station licensees, among other regulatees, to maintain and make available for public inspection information about each request for the purchase of broadcast time that is made: (a) by or on behalf of a legally qualified candidate for public office,¹⁶ or (b) by an issue advertiser whose advertisement communicates a message relating to a political matter of national importance.¹⁷ Section 315(e)(3) of the Act requires stations to upload information about such requests to their online political files “as soon as possible.”¹⁸ Section 73.1943(a) of the Commission’s Rules requires stations to maintain and make available for public inspection information about all requests for broadcast time made by or on behalf of candidates for public office,¹⁹ and section 73.1943(c) requires stations to upload such information to their online political files “as soon as possible,” meaning “immediately absent unusual circumstances.”²⁰

4. It is crucial that stations maintain political files that are complete and up to date because the information in them directly affects, among other things, the statutory rights of opposing candidates to request equal opportunities pursuant to section 315(a) of the Act²¹ and present their positions to the public prior to an election.²² In addition, as the Commission has stated, “the disclosures included in the political

¹⁴ See 3 Fed. Reg. 1691 (1938).

¹⁵ 47 U.S.C. § 315. See Bipartisan Campaign Reform Act of 2002, P.L. 107–155, 116 Stat. 81 (2002).

¹⁶ 47 U.S.C. § 315(e)(1)(A).

¹⁷ 47 U.S.C. § 315(e)(1)(B).

¹⁸ 47 U.S.C. § 315(e)(3).

¹⁹ 47 CFR § 73.1943(a).

²⁰ 47 CFR § 73.1943(c).

²¹ 47 U.S.C. § 315(a).

²² Pursuant to section 73.1941(c) of the Rules, candidates have one week from an opponent’s initial “use” to request equal opportunities. 47 CFR § 73.1941(c). The failure by a station to promptly upload information about each

(continued....)

file further the First Amendment's goal of an informed electorate that is able to evaluate the validity of messages and hold accountable the interests that disseminate political advocacy."²³

5. As of December 31, 2019, iHeart was the licensee of 856 radio stations in 160 markets.²⁴ In February 2020, iHeart voluntarily informed the Bureau that many of its stations had not routinely been uploading records of requests for the purchase of political broadcast time in a timely manner. iHeart's disclosure was consistent with the information that it had provided in multiple license renewal applications, the processing of which the Bureau decided to hold in abeyance pending the outcome of its investigation.²⁵ Following discussions with Bureau and Commission staff, iHeart voluntarily agreed to adopt a Best Practices Plan and submit a Compliance Report to the Bureau covering the five week period spanning the last full week of February and all of March 2020. The Compliance Report that iHeart submitted revealed a dramatic improvement by the Company in complying with its political file obligations.²⁶ iHeart achieved a substantial level of compliance during the reporting period which coincided with the March 11, 2020, World Health Organization's classification of COVID-19 as a pandemic and the March 13, 2020, the Presidential declaration of a national emergency. We recognize that this period has placed the radio broadcast industry as a whole under significant financial stress from a dramatic reduction in advertising revenues. The Parties believe that iHeart's voluntary disclosure and cooperation, combined with the exceptional circumstances brought about by the COVID-19 coronavirus pandemic, present a unique situation and, on balance, warrant resolution of the Bureau's investigation under the terms and conditions described below. It is in express consideration of these unique conditions that the Bureau, in the exercise of its prosecutorial discretion, forbears from including a civil penalty on the basis of the iHeart Stations' noncompliance during their license terms as an element of the Bureau's agreement to enter this Consent Decree.

III. TERMS OF AGREEMENT

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

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

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

9. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In addition, the Bureau agrees to process all license renewal applications filed by iHeart during the current renewal cycle (ending on August 1, 2022) subject to ordinary Audio

(Continued from previous page) _____

"use" denies requesting candidates the notice they need to assert their statutory rights to equal opportunities in a timely manner. *See Standardized and Enhanced Disclosure Requirements for Television Broadcast Licensee Public Interest Obligations*, Second Report and Order, 27 FCC Rcd 4535, 4562 para. 55 (2012).

²³ *Id.* at 4543-44, para. 16.

²⁴ See <https://d18rn0p25nwr6d.cloudfront.net/CIK-0001400891/973e2c8d-d919-466f-9b5c-2c137129c459.pdf> reviewed on May 12, 2020.

²⁵ To date, iHeart has filed 400 license renewal applications during the current license renewal cycle. Of that number, iHeart was able to certify compliance with its public file obligations in only 24 (6%) of its applications. Most, if not all, were attributable to late-filed political records. The applications are listed in Appendix A.

²⁶ Based on its compliance report, iHeart achieved more than 99% compliance with its political file obligations during the five-week period.

Division, Media Bureau procedures. In consideration for such, the Company agrees to the terms, conditions, and procedures contained herein. The Bureau agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against iHeart concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to set for hearing the question of the Company's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.²⁷

10. **Admission of Liability.** iHeart admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of Paragraph 9 herein, that the statements described in Paragraph are true and that iHeart failed to upload required information to its online political files in a timely manner and to otherwise maintain full and complete information in its political files, in repeated violation of section 315(e)(3) of the Act and section 73.1943(c) of the Rules.

11. iHeart acknowledges that the Commission or its delegated authority may use the facts which form the basis for this Consent Decree and its admission of liability in proposing any future sanctions against iHeart in the event iHeart is determined to have committed any violations of the Act, the Rules, or of any orders of the Commission after the Effective Date, whether related to political programming and record keeping or otherwise.²⁸

12. **Compliance Officer.** To the extent it has not already done so, within thirty (30) calendar days after the Effective Date, the Company shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The Compliance Officer shall report directly to iHeart's Chief Executive Officer on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Company complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Political Programming and Record-Keeping Statutes and Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, the Company agrees that it shall, within 90 calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Political Programming and Record-Keeping Statutes and Rules, and with the terms and conditions of this Consent Decree. The Compliance Plan must implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** The Compliance Plan shall include Operating Procedures that all Covered Employees must follow to help ensure the Company's compliance with the Political Programming and Record-Keeping Statutes and Rules. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that iHeart Stations upload all required information to their online political files in a timely manner and otherwise maintain full, complete, and up to date information therein. The Operating Procedures shall also include a compliance checklist that describes the

²⁷ See 47 CFR § 1.93(b).

²⁸ Pursuant to section 503(b)(2)(E) of the Act, in exercising its forfeiture authority, the Commission may consider, among other things, "any history of prior offenses" by the licensee. 47 U.S.C. § 503(b)(2)(E).

steps that a Covered Employee must follow to ensure compliance with the Political Programming and Record-Keeping Statutes and Rules.

- (b) Compliance Manual. The Compliance Plan shall include a compliance manual that is distributed to all Covered Employees. Such distribution shall take place no later than 120 calendar days after the Effective Date. The compliance manual shall thoroughly explain the requirements embodied in the Political Programming and Record-Keeping Statutes and Rules, and it shall set forth the Operating Procedures (including the compliance checklist) that Covered Employees must follow to help ensure iHeart's compliance with the Political Programming and Record-Keeping Statutes and Rules. The Company shall periodically review and revise the compliance manual as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective. The Company shall distribute any revisions to the compliance manual promptly to all Covered Employees.
- (c) Compliance Training Program. The Compliance Plan shall include a compliance training program to provide periodic training to Covered Employees on compliance with the Political Programming and Record-Keeping Statutes and Rules. As part of the compliance training program, Covered Employees shall be advised of the Company's obligation to report any noncompliance with the Political Programming and Record-Keeping Statutes and Rules under Paragraph 13(f) of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall receive initial training under the compliance training program within 150 calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after such initial training is provided shall receive training under the compliance training program within 30 calendar days after the date he or she becomes a Covered Employee. The Company shall provide training under the compliance training plan on at least an annual basis, and it shall periodically review and revise the compliance training program as necessary to ensure that it remains current, complete, and effective.
- (d) Industry Education. The Company shall cooperate with the National Association of Broadcasters and state broadcast associations, as appropriate, by encouraging and promoting education and training with respect to the Political Record-Keeping Statutes and Rules for radio broadcasters, including small broadcasters or stations with limited resources.
- (e) Compliance Reports. iHeart shall submit periodic compliance reports with the Bureau. The first compliance report shall be filed no later than December 10, 2020, and cover the 60-day period preceding the general election on November 3, 2020. A second compliance report shall be filed no later than December 10, 2021, and cover the 6-month period preceding the general election on November 2, 2021. The Bureau may, within its sole discretion, require iHeart to submit more frequent or additional compliance reports.
 - i. Each compliance report shall include a spreadsheet and detailed description documenting the Company's efforts during the relevant period to comply with the Political Programming and Record-Keeping Statutes and Rules, and with the terms and conditions of this Consent Decree. In addition, each compliance report shall include a certification by the Compliance Officer, as an agent of and on behalf of the Company, stating that the Compliance Officer has personal knowledge that the Company: (i) has established and implemented the Compliance Plan; (ii) has utilized the operating procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of

- noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in Paragraph 13(f) of this Consent Decree
- ii. The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with section 1.16 of the Rules,²⁹ and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
 - iii. If the Compliance Officer is unable to provide the requisite certification, the Compliance Officer, as an agent of and on behalf of the Company, shall provide the Bureau with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that the Company has taken or will take to remedy such noncompliance, including the schedule on which such proposed remedial action will be taken; and (iii) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
 - iv. iHeart's Chief Executive Officer shall certify that he or she has reviewed each compliance report and that, based on his or her knowledge, the compliance report does not contain any untrue statement of a material fact, does not omit to state a material fact necessary to make the statements made therein, and is not misleading with respect to the period covered by the compliance report.
 - v. All compliance reports shall be submitted to the Political Programming staff: Robert Baker, Assistant Chief, Policy Division, Media Bureau, Federal Communications Commission, at Robert.Baker@fcc.gov; Gary Schonman, Special Counsel, Policy Division, Media Bureau, Federal Communications Commission, at Gary.Schonman@fcc.gov; and Sima Nilsson, Attorney-Advisor, Media Bureau, Federal Communications Commission, at Sima.Nilsson@fcc.gov.
- (f) Reporting Noncompliance. The Company shall report any instance of noncompliance with the Political Programming and Record-Keeping Statutes and Rules, and any instance of noncompliance with the terms and conditions of this Consent Decree within 10 calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each such instance of noncompliance; (ii) the steps that the Company has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that the Company has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Political Programming staff: Robert Baker, Assistant Chief, Policy Division, Media Bureau, Federal Communications Commission, at Robert.Baker@fcc.gov; Gary Schonman, Special Counsel, Policy Division, Media Bureau, Federal Communications Commission, at Gary.Schonman@fcc.gov; and Sima Nilsson, Attorney-Advisor, Media Bureau, Federal Communications Commission, at Sima.Nilsson@fcc.gov.

14. **Termination Date**. The requirements set forth in this Consent Decree shall terminate 60 days after the filing of the final compliance report referenced in Paragraph 13(e), provided the Bureau is satisfied that iHeart has demonstrated substantial compliance with its political file obligations. If the Bureau is not satisfied that iHeart has demonstrated substantial compliance with its political file obligations, the Bureau may, within its sole discretion and authority, extend the termination date of this Consent Decree for up to an additional 24 months. The Company acknowledges that the Bureau

²⁹ 47 CFR § 1.16.

retains the discretion and authority to propose sanctions against Company, including the issuance of notices of apparent liability for forfeitures, for any suspected or alleged noncompliance by Company with the Political Record-Keeping Statute and Rule that occurs during the term of this Consent Decree.

15. **Waivers.** As of the Effective Date, iHeart waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. The Company shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, neither the Company nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Company shall waive any statutory right to a trial *de novo*. The Company hereby agrees to waive any claims it may have under the Equal Access to Justice Act³⁰ relating to the matters addressed in this Consent Decree.

16. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

17. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

18. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which the Company does not expressly consent) that provision will be superseded by such Rule or Order.

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

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

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

22. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

23. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on

³⁰ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

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

Michelle M. Carey
Chief, Media Bureau

Date

Paul McNicol
Executive Vice President and General Counsel
iHeartMedia, Inc.

Date

Appendix A

Station Call Sign	Community of License	Application for License Renewal File No.
WACL	ELKTON, VA	0000074180
WASH	WASHINGTON, DC	0000074178
WAZR	WOODSTOCK, VA	0000074183
WBIG-FM	WASHINGTON, DC	0000074175
WCAO	BALTIMORE, MD	0000073877
WJDY	SALISBURY, MD	0000073922
WJJS	SALEM, VA	0000074194
WJJX	APPOMATTOX, VA	0000074191
WKCI	WAYNESBORO, VA	0000074185
WKCY	HARRISONBURG, VA	0000074181
WKCY-FM	HARRISONBURG, VA	0000074182
WKDW	STAUNTON, VA	0000074186
WKZP	WEST OCEAN CITY, MD	0000073915
WNOH	WINDSOR, VA	0000074351
WQHQ	OCEAN CITY-SALISBURY, MD	0000073919
WQSR	BALTIMORE, MD	0000073882
WROV-FM	MARTINSVILLE, VA	0000074192
WSTV	ROANOKE, VA	0000074193
WTGM	SALISBURY, MD	0000073921
WWDC	WASHINGTON, DC	0000074179
WWFG	OCEAN CITY, MD	0000073917
WYYD	AMHERST, VA	0000095857
WZFT	BALTIMORE, MD	0000073884
WZWB	KENOVA, WV	0000073850
KDJE	JACKSONVILLE, AR	0000104091
KEZA	FAYETTEVILLE, AR	0000103824
KHKN	MAUMELLE, AR	0000104108
KJMS	OLIVE BRANCH, MS	0000105142
KKIX	FAYETTEVILLE, AR	0000103867
KMAG	FORT SMITH, AR	0000104773
KMJX	CONWAY, AR	0000104096
KMXF	LOWELL, AR	0000103871
KRVE	BRUSLY, LA	0000105191
KSSN	LITTLE ROCK, AR	0000104103
KVDU	HOUMA, LA	0000104948
KWHN	FORT SMITH, AR	0000104775
KWNW	CRAWFORDSVILLE, AR	0000105179

Station Call Sign	Community of License	Application for License Renewal File No.
WAAX	GADSDEN, AL	0000095605
WACT	TUSCALOOSA, AL	0000095891
WAEV	SAVANNAH, GA	0000095883
WAGH	SMITHS, AL	0000095515
WAKS	AKRON, OH	0000115056
WAMX	MILTON, WV	0000095620
WAMZ	LOUISVILLE, KY	0000110304
WARF	AKRON, OH	0000114659
WAVW	STUART, FL	0000095579
WBBB	WHEELING, WV	0000095905
WBBG	NILES, OH	0000114634
WBBQ-FM	AUGUSTA, GA	0000095549
WBCG	MURDOCK, FL	0000095496
WBCT	GRAND RAPIDS, MI	0000115463
WBEX	CHILLICOTHE, OH	0000114919
WBFX	GRAND RAPIDS, MI	0000115466
WBGA	BRUNSWICK, GA	0000095259
WBGG-FM	FORT LAUDERDALE, FL	0000096392
WBHP	HUNTSVILLE, AL	0000095629
WBIN	ATLANTA, GA	0000096012
WBKS	COLUMBUS GROVE, OH	0000114561
WBTP	CLEARWATER, FL	0000096441
WBTT	NAPLES PARK, FL	0000096115
WBUL-FM	LEXINGTON, KY	0000110792
WBUV	MOSS POINT, MS	0000102712
WBVB	COAL GROVE, OH	0000115417
WBZT	WEST PALM BEACH, FL	0000095901
WBZW	UNION CITY, GA	0000105087
WBZY	CANTON, GA	0000095507
WCCF	PUNTA GORDA, FL	0000096053
WCHD	KETTERING, OH	0000114786
WCHI	CHILLICOTHE, OH	0000114883
WCHO	WASHINGTON COURT HOU, OH	0000114922
WCHO-FM	WASHINGTON COURT HOU, OH	0000114924
WCJM-FM	WEST POINT, GA	0000095254
WCKT	LEHIGH ACRES, FL	0000096116
WCKY	CINCINNATI, OH	0000115398
WCKY-FM	PEMBERVILLE, OH	0000114944
WCOH	NEWNAN, GA	0000096052
WCOL-FM	COLUMBUS, OH	0000114838

Station Call Sign	Community of License	Application for License Renewal File No.
WCOS	COLUMBIA, SC	0000095568
WCOS-FM	COLUMBIA, SC	0000095570
WCTQ	VENICE, FL	0000096079
WCVU	SOLANA, FL	0000096055
WCWA	TOLEDO, OH	0000114947
WCZR	VERO BEACH, FL	0000095581
WDAE	ST. PETERSBURG, FL	0000096439
WDAK	COLUMBUS, GA	0000095523
WDAR-FM	DARLINGTON, SC	0000095183
WDCG	DURHAM, NC	0000095640
WDDV	PANAMA CITY, FL	0000096414
WDFM	DEFIANCE, OH	0000115330
WDFN	DETROIT, MI	0000114569
WDIA	MEMPHIS, TN	0000110142
WDIZ	VENICE, FL	0000105089
WDMX	VIENNA, WV	0000095463
WDRM	DECATUR, AL	0000095627
WDSC	DILLON, SC	0000095175
WDXB	PELHAM, AL	0000095553
WEBN	CINCINNATI, OH	0000115401
WEBZ	MEXICO BEACH, FL	0000096416
WEGR	ARLINGTON, TN	0000110153
WEGW	WHEELING, WV	0000095910
WEGX	DILLON, SC	0000095186
WEND	SALISBURY, NC	0000095560
WERC	BIRMINGHAM, AL	0000095552
WERC-FM	HOOVER, AL	0000095558
WESC	GREENVILLE, SC	0000096128
WESC-FM	GREENVILLE, SC	0000096129
WESE	BALDWYN, MS	0000103618
WEZL	CHARLESTON, SC	0000096037
WFBQ	INDIANAPOLIS, IN	0000110582
WFFX	HATTIESBURG, MS	0000102634
WFKS	MELBOURNE, FL	0000095632
WFLA	TAMPA, FL	0000096085
WFLA-FM	MIDWAY, FL	0000096428
WFLF	PINE HILLS, FL	0000096403
WFLF-FM	PARKER, FL	0000096417
WFLZ-FM	TAMPA, FL	0000096089
WFMF	BATON ROUGE, LA	0000105181
WFQX	FRONT ROYAL, VA	0000095990

Station Call Sign	Community of License	Application for License Renewal File No.
WFSY	PANAMA CITY, FL	0000096418
WFUS	GULFPORT, FL	0000096091
WFXJ	JACKSONVILLE, FL	0000096376
WFXN-FM	GALION, OH	0000115070
WGAR-FM	CLEVELAND, OH	0000115007
WGEX	BAINBRIDGE, GA	0000095501
WGIG	BRUNSWICK, GA	0000095265
WGMY	THOMASVILLE, GA	0000095544
WGMZ	GLENCOE, AL	0000095601
WGST	HOGANSVILLE, GA	0000096049
WGSY	PHENIX CITY/COLUMBUS, AL	0000095532
WGTR	BUCKSPORT, SC	0000095221
WGVL	GREENVILLE, SC	0000095612
WHAL-FM	HORN LAKE, MS	0000105155
WHAS	LOUISVILLE, KY	0000110248
WHBT-FM	MOYOCK, NC	0000095470
WHFX	DARIEN, GA	0000095262
WHLH	JACKSON, MS	0000104612
WHLK	CLEVELAND, OH	0000115015
WHLO	AKRON, OH	0000114666
WHLW	LUVERNE, AL	0000095635
WHNZ	TAMPA, FL	0000096087
WHOF	NORTH CANTON, OH	0000114670
WHOS	DECATUR, AL	0000095626
WHQC	SHELBY, NC	0000096111
WHRK	MEMPHIS, TN	0000110157
WHTY	PHENIX CITY, AL	0000095530
WHYI-FM	FORT LAUDERDALE, FL	0000096393
WIBB-FM	FORT VALLEY, GA	0000095282
WIHB	MACON, GA	0000095277
WIHB-FM	GRAY, GA	0000095280
WIHT	WASHINGTON, DC	0000095132
WIKX	CHARLOTTE HARBOR, FL	0000096057
WIMA	LIMA, OH	0000114562
WIMT	LIMA, OH	0000114563
WINZ	MIAMI, FL	0000096385
WIOD	MIAMI, FL	0000096391
WIOT	TOLEDO, OH	0000114980
WIZE	SPRINGFIELD, OH	0000114788
WJBO	BATON ROUGE, LA	0000105186
WJBT	CALLAHAN, FL	0000096380

Station Call Sign	Community of License	Application for License Renewal File No.
WJDX	JACKSON, MS	0000104610
WJDX-FM	KOSCIUSKO, MS	0000104607
WJIZ-FM	ALBANY, GA	0000095499
WJKX	ELLISVILLE, MS	0000102594
WJLB	DETROIT, MI	0000114581
WJMX	DARLINGTON, SC	0000095178
WJMX-FM	CHERAW, SC	0000095190
WJNO	WEST PALM BEACH, FL	0000096445
WJQQ	SOMERSET, KY	0000110676
WJRR	COCOA BEACH, FL	0000096406
WJYZ	ALBANY, GA	0000095505
WKBN	YOUNGSTOWN, OH	0000114636
WKBZ	MUSKEGON, MI	0000115496
WKDD	MUNROE FALLS, OH	0000114648
WKEE-FM	HUNTINGTON, WV	0000095621
WKFS	MILFORD, OH	0000115402
WKGR	WELLINGTON, FL	0000096446
WKII	SOLANA, FL	0000096423
WKJK	LOUISVILLE, KY	0000110266
WKKJ	CHILLICOTHE, OH	0000114886
WKKR	AUBURN, AL	0000095247
WKKT	STATESVILLE, NC	0000095561
WKMQ	TUPELO, MS	0000103058
WKNN-FM	PASCAGOULA, MS	0000102719
WKQI	DETROIT, MI	0000114587
WKQQ	WINCHESTER, KY	0000110742
WKRC	CINCINNATI, OH	0000115403
WKRD	LOUISVILLE, KY	0000110283
WKSF	OLD FORT, NC	0000105042
WKSI-FM	STEPHENS CITY, VA	0000095164
WKSJ-FM	MOBILE, AL	0000095543
WKSL	NEPTUNE BEACH, FL	0000096383
WKSP	AIKEN, SC	0000095545
WKWK-FM	WHEELING, WV	0000095987
WLAC	NASHVILLE, TN	0000111186
WLAP	LEXINGTON, KY	0000110788
WLDI	JUNO BEACH, FL	0000096448
WLKO	HICKORY, NC	0000095562
WLKT	LEXINGTON-FAYETTE, KY	0000110723
WLLK-FM	SOMERSET, KY	0000110681
WLLZ	DETROIT, MI	0000114590

Station Call Sign	Community of License	Application for License Renewal File No.
WLQB	OCEAN ISLE BEACH, NC	0000095225
WLRQ-FM	COCOA, FL	0000095633
WLTP	MARIETTA, OH	0000114465
WLTU	CAYCE, SC	0000095571
WLUB	AUGUSTA, GA	0000095550
WLVH	HARDEEVILLE, SC	0000095861
WLW	CINCINNATI, OH	0000115405
WMAG	HIGH POINT, NC	0000095606
WMAN	MANSFIELD, OH	0000115073
WMAN-FM	FREDERICKTOWN, OH	0000115078
WMAX-FM	HOLLAND, MI	0000115468
WMGE	DRY BRANCH, GA	0000095278
WMGF	MOUNT DORA, FL	0000096407
WMGP	HOGANSVILLE, GA	0000096048
WMIA-FM	MIAMI BEACH, FL	0000096395
WMIB	FORT LAUDERDALE, FL	0000096396
WMJI	CLEVELAND, OH	0000115030
WMJJ	BIRMINGHAM, AL	0000095551
WMJY	BILOXI, MS	0000102722
WMKS	HIGH POINT, NC	0000095609
WMLX	ST. MARYS, OH	0000114564
WMMB	MELBOURNE, FL	0000095630
WMMS	CLEVELAND, OH	0000115045
WMMV	COCOA, FL	0000095631
WMMX	DAYTON, OH	0000114790
WMOV-FM	NORFOLK, VA	0000095443
WMRE	CHARLES TOWN, WV	0000095151
WMRN	MARION, OH	0000115272
WMRN-FM	MARION, OH	0000115273
WMRR	MUSKEGON HEIGHTS, MI	0000115505
WMRZ	DAWSON, GA	0000095504
WMSI-FM	JACKSON, MS	0000104611
WMTX	TAMPA, FL	0000096093
WMUS	MUSKEGON, MI	0000115507
WMXA	OPELIKA, AL	0000095252
WMXC	MOBILE, AL	0000095540
WMXD	DETROIT, MI	0000114592
WMXF	WAYNESVILLE, NC	0000105079
WMXL	LEXINGTON, KY	0000110786
WMXY	YOUNGSTOWN, OH	0000114639
WMYI	HENDERSONVILLE, NC	0000095613

Station Call Sign	Community of License	Application for License Renewal File No.
WMZQ-FM	WASHINGTON, DC	0000095148
WNCB	CARY, NC	0000095641
WNCD	YOUNGSTOWN, OH	0000114641
WNCI	COLUMBUS, OH	0000114844
WNCO	ASHLAND, OH	0000115082
WNCO-FM	ASHLAND, OH	0000115089
WNDE	INDIANAPOLIS, IN	0000110573
WNDH	NAPOLEON, OH	0000115334
WNIC	DEARBORN, MI	0000114595
WNIO	YOUNGSTOWN, OH	0000114643
WNOE-FM	NEW ORLEANS, LA	0000104965
WNOK	COLUMBIA, SC	0000095574
WNRQ	NASHVILLE, TN	0000111191
WNRW	PROSPECT, KY	0000110325
WNSL	LAUREL, MS	0000102613
WNTM	MOBILE, AL	0000095539
WNUS	BELPRE, OH	0000114466
WOBB	TIFTON, GA	0000095503
WODC	ASHVILLE, OH	0000114869
WODT	NEW ORLEANS, LA	0000104940
WOLL	HOBE SOUND, FL	0000096450
WOLT	INDIANAPOLIS, IN	0000110599
WOLZ	FORT MYERS, FL	0000096119
WONE	DAYTON, OH	0000114794
WONW	DEFIANCE, OH	0000115336
WOOD	GRAND RAPIDS, MI	0000115474
WOOD-FM	MUSKEGON, MI	0000115510
WOVK	WHEELING, WV	0000095988
WOWI	NORFOLK, VA	0000095450
WPAP	PANAMA CITY, FL	0000096420
WPCH	WEST POINT, GA	0000095255
WPEK	FAIRVIEW, NC	0000105058
WPOC	BALTIMORE, MD	0000096030
WPRW-FM	MARTINEZ, GA	0000095546
WPTI	EDEN, NC	0000096122
WQBT	SAVANNAH, GA	0000095880
WQBZ	FORT VALLEY, GA	0000095281
WQEN	TRUSSVILLE, AL	0000095556
WQGA	WAYCROSS, GA	0000095266
WQIK-FM	JACKSONVILLE, FL	0000096043
WQLX	CHILLICOTHE, OH	0000114905

Station Call Sign	Community of License	Application for License Renewal File No.
WQMF	JEFFERSONVILLE, IN	0000110334
WQNQ	FLETCHER, NC	0000105078
WQNS	WOODFIN, NC	0000096107
WQOL	VERO BEACH, FL	0000095584
WQRV	MERIDIANVILLE, AL	0000095534
WQUE-FM	NEW ORLEANS, LA	0000104926
WQYZ	OCEAN SPRINGS, MS	0000102724
WRBV	WARNER ROBINS, GA	0000095283
WRDG	BOWDON, GA	0000095510
WRDU	WAKE FOREST, NC	0000095644
WREC	MEMPHIS, TN	0000110146
WRFQ	MOUNT PLEASANT, SC	0000096039
WRFX	KANNAPOLIS, NC	0000095565
WRGV	PENSACOLA, FL	0000096399
WRKH	MOBILE, AL	0000095541
WRLX	RIVIERA BEACH, FL	0000096121
WRNO-FM	NEW ORLEANS, LA	0000104956
WROO	MAULDIN, SC	0000096131
WRQK-FM	CANTON, OH	0000114663
WRTR	BROOKWOOD, AL	0000095894
WRUB	SARASOTA, FL	0000096082
WRUM	ORLANDO, FL	0000096409
WRVB	MARIETTA, OH	0000114469
WRVF	TOLEDO, OH	0000114982
WRVW	LEBANON, TN	0000111196
WRXZ	BRIARCLIFF ACRES, SC	0000095226
WRZE	KINGSTREE, SC	0000095193
WSAI	CINCINNATI, OH	0000115407
WSBY-FM	SALISBURY, MD	0000095860
WSCC-FM	GOOSE CREEK, SC	0000096108
WSDF	LOUISVILLE, KY	0000110343
WSDV	SARASOTA, FL	0000096058
WSEK	BURNSIDE, KY	0000110647
WSEK-FM	BURNSIDE, KY	0000110639
WSFC	SOMERSET, KY	0000110652
WSIX-FM	NASHVILLE, TN	0000111200
WSNX-FM	MUSKEGON, MI	0000115478
WSOK	SAVANNAH, GA	0000095878
WSOL-FM	YULEE, FL	0000096046
WSPD	TOLEDO, OH	0000114989
WSRW	HILLSBORO, OH	0000114907

Station Call Sign	Community of License	Application for License Renewal File No.
WSRW-FM	GRAND RAPIDS, MI	0000115480
WSRZ-FM	CORAL COVE, FL	0000096083
WSSL-FM	GRAY COURT, SC	0000095614
WSTRH-FM	ALEXANDER CITY, AL	0000095521
WSTZ-FM	VICKSBURG, MS	0000104608
WSVO	STAUNTON, VA	0000074187
WSWR	SHELBY, OH	0000115091
WTAK-FM	HARTSELLE, AL	0000095624
WTAM	CLEVELAND, OH	0000115048
WTCR-FM	HUNTINGTON, WV	0000095622
WTFX-FM	CLARKSVILLE, IN	0000110340
WTKG	GRAND RAPIDS, MI	0000115489
WTKK	KNIGHTDALE, NC	0000095645
WTKS	SAVANNAH, GA	0000095876
WTKS-FM	COCOA BEACH, FL	0000096412
WTKX-FM	PENSACOLA, FL	0000096401
WTLM	OPELIKA, AL	0000095251
WTLY	TALLAHASSEE, FL	0000096425
WTNT-FM	TALLAHASSEE, FL	0000096431
WTQR	WINSTON-SALEM, NC	0000096123
WTUE	DAYTON, OH	0000114796
WTUP	TUPELO, MS	0000103635
WTUP-FM	GUNTOWN, MS	0000103698
WTVN	COLUMBUS, OH	0000114846
WTXT	FAYETTE, AL	0000095896
WTZB	ENGLEWOOD, FL	0000096084
WUBL	ATLANTA, GA	0000096024
WUBT	RUSSELLVILLE, KY	0000111203
WUSQ-FM	WINCHESTER, VA	0000095992
WVBZ	CLEMMONS, NC	0000096125
WVHU	HUNTINGTON, WV	0000095616
WVKF	SHADYSIDE, OH	0000115342
WVKS	TOLEDO, OH	0000114991
WVOC	COLUMBIA, SC	0000095569
WVRK	COLUMBUS, GA	0000095511
WWJK	GREEN COVE SPRINGS, FL	0000096384
WWKZ	OKOLONA, MS	0000103039
WWMG	MILLBROOK, AL	0000095639
WWNC	ASHEVILLE, NC	0000105049
WWPW	ATLANTA, GA	0000095997
WWRK	FLORENCE, SC	0000095180

Station Call Sign	Community of License	Application for License Renewal File No.
WWTF	GEORGETOWN, KY	0000110736
WWVA	WHEELING, WV	0000095907
WWXM	GARDEN CITY, SC	0000095229
WWZD-FM	NEW ALBANY, MS	0000103649
WXBTV	WEST COLUMBIA, SC	0000095576
WXLY	NORTH CHARLESTON, SC	0000096040
WXSRT	QUINCY, FL	0000096435
WXTB	CLEARWATER, FL	0000096098
WXXF	LOUDONVILLE, OH	0000115092
WXXL	TAVARES, FL	0000095243
WXZX	HILLIARD, OH	0000114851
WYGM	ORLANDO, FL	0000096405
WYHT	MANSFIELD, OH	0000115096
WYKZ	BEAUFORT, SC	0000095862
WYLD	NEW ORLEANS, LA	0000104972
WYLD-FM	NEW ORLEANS, LA	0000104945
WYNA	CALABASH, NC	0000095234
WYNF	AUGUSTA, GA	0000095547
WYNK-FM	BATON ROUGE, LA	0000105195
WYNR	WAYCROSS, GA	0000095263
WYNT	CALEDONIA, OH	0000115274
WYTS	COLUMBUS, OH	0000114858
WZBQ	CARROLLTON, AL	0000095899
WZCB	DUBLIN, OH	0000114805
WZDA	BEAVERCREEK, OH	0000114798
WZHT	TROY, AL	0000095636
WZJZ	PORT CHARLOTTE, FL	0000096120
WZLD	PETAL, MS	0000102672
WZMG	PEPPERELL, AL	0000095244
WZOM	DEFIANCE, OH	0000115339
WZRL	PLAINFIELD, IN	0000110610
WZRX-FM	FORT SHAWNEE, OH	0000114565
WZTA	VERO BEACH, FL	0000095578
WZTF	SCRANTON, SC	0000095208
WZTU	MIAMI BEACH, FL	0000096397
WZZR	WEST PALM BEACH, FL	0000095904

EXHIBIT XX

Spot Times

(Untitled)

Date Range: from 09/09/2020 to 09/10/2020; Autofill: Include All; Report Header: First Page; Time Format: Military Time;

Line No.	Station	Title	ISCI ...	Status	Sched...	Sched Da	Sched Ti
Advertiser: JIM CONDIT JR FOR CONGRESS (3 spots)							
Order No.: 1518049348 (3 spots)							
2	WLW-AM	C/O_1518049348/WLW-A		Non-Verifi	Thu	09/10/2020	11:02:01
2	WLW-AM	C/O_1518049348/WLW-A		Non-Verifi	Thu	09/10/2020	13:47:30
2	WLW-AM	C/O_1518049348/WLW-A		Non-Verifi	Thu	09/10/2020	14:47:30

EXHIBIT XXI

JIMFORAMERICA.COM
JIM CONDIT JR. FOR CONGRESS



Congressional Campaign Tasks | Schedule 2020

July 2020	
Date	Description and/or Location
7-20-20	Lunch at Frisch's Restaurant in connection with the Randall Terry appearance in Cincinnati, Ohio that day – Announced I was running for Congress in the 2 nd district of Ohio
7-20-20	Main organizer of full event at The Farm Buffet and Wedding Hall - Randall Terry Event, at the end, I spoke, announced I was running for Congress and handed out brochures
7-21-20	Main Organizer of event at Cathedral downtown on Plum St. in Cincinnati, Ohio; Spoke to supporters after event and passed out brochures, Randall Terry and his family played pro-life music including. New Spectrum News 1 TV outlet covered the event.
7-21-20	Afterwards, five of us went to the Netherland Hilton for food and a strategy session, including questions and answers.
7-25-20	Researching and working on updating websites to direct people to from gatherings and for the upcoming radio shows and ads.
7-27-20	Downloading and uploading videos for several hours due to censorship on social media to replace within several articles
7-28-20	Worked on articles for the congressional website in regard to Covid-19 and the censorship of Frontline Doctors, uploading videos, etc.
7-29-20	Posted new articles and information on website and sent out to subscribers and potential constituents

Notes/Additional Items

August 2020		
Date	Time	Description and/or Location
8-03-20		Worked several hours with website team; searching for missing videos then downloading to upload to the website's articles due to YouTube removing videos due to censorship
8-14-20		Became a Federal Candidate for Congress in Ohio's 2 nd District - Filed paperwork and paid fee as a write in candidate at Hamilton County Board of Elections
8-17-20		Inspection of new campaign headquarters
8-24-20		Researching and writing articles for our websites
8-25-20		Posted and updated article at TargetFreedomUSA.com website
8-27-20		Closing on new campaign headquarters
8-27-20		Graphic design - designed new marketing materials for the campaign
8-28-20		Ordered and paid for new campaign materials and created flyers.
8-28-20		Updated TargetFreedomUSA.com website which some links from JimForAmerica.com website points to. Posted new article there
8-29-20		Wrote and posted new article on website and processed several videos
8-29-20		Meeting was held in our new campaign headquarters at Riverview Crossing with supporters near Harrison, Ohio. About 5 attended.
8-31-20		Discussions with web developers and team on re-activating NetworkAmerica.org and updating security systems

Notes/Additional Items

September 2020	
Date	Description and/or Location
9-01-20	Talked to iHeart Bill Mountel and gathered campaign materials he requested
9-02-20	Delivered all campaign materials requested through Bill Mountel to iHeart with witness Jason Miller (We have an Affidavit from Jason Miller)
9-02-20	Hired professional voice talent for sound clips to be added to my shows and ads
9-02-20	Recorded and began Editing my 1st Radio Show (approx. 5 hours) to be Aired on 9-6-20 on WKRC
9-02-20	Wrote, Recorded and Edited 1st Radio Ad for WLW (approx. 2-3 hours) for Airing on 9-4-20
9-03-20	Finished Editing my 1st Radio Show (approx. 6 hours) to be Aired on 9-6-20 on WKRC
9-03-20	Sent in the 1st Radio Ad to WLW to Air on Friday, 9-4-20
9-03-20	Delivered Bumper Sticker to iHeart that was missing from the previous day
9-03-20	Meeting with Bill Mountel with iHeart to sign contract and make payments for 1 show and 3 Ads. Delivered 3 checks in total; \$311.10, (9/6 1-Hour Show), \$933.30, (3) 60-second Ads - to be aired on 9/4, \$7,466.40 (24) 60-Second Ads
9-03-20	Updating congressional website... gearing up for traffic from radio shows and ads. Researching and writing article on Kyle Rittenhouse and BLM for JimForAmerica.com website and for upcoming show
9-04-20	Sent in 1st Radio Show on Friday to WKRC to Air on Sunday 9-6-20
9-04-20	1st Radio Ads on WLW AIRED 3 times – should have reached 140,000 – 150,000 potential voters and donors (according to WLW for the times the ads were aired) Announced I was running for Congress
9-04-20	Put systems in place to record and verify iHeart aired shows and ads
9-04-20	Recorded LIVE broadcast on WLW from 10am – 3pm to make sure all 3 ads were aired
9-04-20	Researching and writing article on Kyle Rittenhouse, processing and editing videos for article, downloading and uploading videos
9-04-20	Posted both articles before 1 st Radio Ads and Shows aired: BLM article to accompany Kyle Rittenhouse article, both completed and posted

September 2020	
Date	Description and/or Location
9-04-20	Posted shows and information on Social Media for Jim Condit Jr. for Congress
9-06-20	1st Radio Show AIRED on WKRC , reaching maybe 5,000 – 15,000 potential voters and donors. Letting voters know I was running for Congress
9-06-20	Recorded Show LIVE broadcast on WKRC from 10pm – 11pm to make sure the Radio Show Aired correctly
9-07-20	Recorded and began Editing my 2nd Radio Show with Pete Papaheracles (approx. 5 hours) to be Aired on 9-13-20 on WKRC
9-08-20	Wrote, Recorded and Edited Radio Ad for WLW (approx. 2-3 hours) for Airing on 9-10-20
9-08-20	Continued Editing my Radio Show with Pete Papaheracles (approx. 6 hours) to be Aired on 9-13-20 on WKRC
9-08-20	Paid iHeart \$2,516.00 for the remaining 8 radio shows in the contract
9-09-20	Continued Editing my Radio Show with Pete Papaheracles (approx. 5 hours) to be Aired on 9-13-20 on WKRC
9-09-20	\$3.40 Delivered to iHeart for a mistaken shortage on initial payment – All payments have been made in full for all shows and ads, Posted articles to social media - Jim Condit Jr. for Congress
9-09-20	Sent in my 2nd Radio Ad to WLW to be aired 3 times on 9-10-20
9-10-20	Recorded Radio Ads LIVE from 10am -3pm to make sure my (3) Radio Ads on WLW were aired correctly
9-10-20	Finished Editing my Radio Show with Pete Papaheracles (approx. 6 hours) to be Aired on 9-13-20 on WKRC
9-11-20	Sent in my 2nd Radio Show to WKRC to be aired on 9-13-20
9-13-20	Recorded Radio Show LIVE from 10pm – 11pm to make sure Radio Show aired correctly on WKRC. Backed up
9-14-20	Researching, outlining, downloading videos to turn into audio clips to add my upcoming Covid show (9 hours) WKRC
9-15-20	Continued to research and started recording with Nicky Nelson for the Covid-19 Show , and initial edits of the show (8+hours) to air on WKRC 9-20-20

September 2020	
Date	Description and/or Location
9-15-20	Wrote, Recorded and Edited Radio Ad for WLW (approx. 2-3 hours) for Airing on 9-17-20
9-16-20	Sent in my 3rd Radio Ad to WLW to be aired 3 times on 9-17-20, Reorganized homepage of website for radio show and ad traffic
9-16-20	Continued to research and edit Covid-19 show (8+hours)
9-17-20	Recorded Radio Ad LIVE from 10am - 3pm to make sure my (3) Radio Ads on WLW were aired correctly
9-17-20	Finished Recording with Nicky Nelson and continued research and editing for the Covid-19 Show (8+hours) to air on 9-20-20 WKRC
9-17-20	Reorganized posts and ads for the radio shows on JimForAmerica.com website and added new posts. Worked on homepage
9-17-20	Posted articles and radio shows to Jim Condit Jr. for Congress Social Media
9-18-20	Finished editing Covid-19 show and sent into WKRC around 2pm (4hrs) to air on 9-20-20
9-18-20	Began researching for the 2nd Covid show to be aired on 9/27/20 WKRC (6+ hours)
9-19-20	Continued researching for the 2nd Covid show to be aired on 9/27/20 WKRC (8 hours)
9-19-20	Gathering in the new campaign headquarters taking about the campaign and doing work on security and strategy
9-20-20	Recorded Radio Show LIVE from 10pm – 11pm to make sure Covid Radio Show aired correctly on WKRC
9-20-20	11 PM conference call with election fraud committee about my campaign. And posted radio show to Jim Condit Jr. for Congress' Social Media
9-21-20	Issued Press Release to Cincinnati Media summarizing campaign so far.
9-21-20	Worked on a Campaign Schedule update for iHeart (via Bill Mountel as iHeart was threatening to not air further shows or ads without it – Added articles to TFU
9-22-20	Sent updated Campaign Schedule Report to Bill Mountel at iHeart per his request of 9-21-20
9-22-20	Added article to website and posted to social media to draw in visitors to the congressional and sister websites

September 2020	
Date	Description and/or Location
9-23-20	Websites under heavy attack. Working with website team on security scans, upgrading, removing malware. Passwords being reset by hackers.
9-23-20	10 PM to 1 AM, Appeared for 20 minutes on the worldwide Bard's Logic internet radio show, based in Cincinnati and hosted by Robert Jetter for the last 5 years. I spoke about my congressional campaign and Covid website information.
9-24-20	Websites still under heavy attack, including mail systems, website team working on cleaning up mail and websites.
9-24-20	THE SCENE OF THE CRIME - Reviewed iHeart Attorney Meltzer's letter stating they were breaching their contract and censoring my ads and shows due to lack of "substantial showing". I responded in an email back to Mr. Meltzer and copied in Robert Baker at the FCC that same day. Drafted email to my attorney. Baker said to file a formal complaint with the FCC. Started research on censorship by iHeart, for possible formal complaint or legal case, worked until bed.
9-25-20	Research with team regarding iHeart censorship; laws and violations and possible avenues of recourse. Ongoing security issues on websites. Website team changing settings and hiding files from hackers. Started working on the formal complaint to the FCC (16+ hours)
9-26-20	Researched with team - laws and rules in regard to station licenses and license process, Equal Access and political files (16+ hours). Were able to download our invoices/contracts from public/political files on WLW and WKRC. Websites still under heavy attack, working with website team. Tech team working on security scans, updating security, removing malware and viruses. Worked on formal complaint for several hours until bed.
9-27-20	Completed 1 st rough draft of formal complaint for the FCC. Research team found a lot of nefarious information on iHeart, including investigation by the FCC regarding non-compliance with their political files in a timely manner, etc. Team viewed various information on the legal aspects of Political Broadcasting and updates to protocols. (15+ hours)
9-28-20	Working with attorney on legal aspects of the case and several emails back and forth. Working on receipts and filed with the FEC whose system was not at first functioning correctly; filed one before and one after midnight – filings confirmed
9-28-20	Background research on iHeart and the licensing process, rules, regulations, sanctions, etc. and any options we had to get iHeart to follow the law. Worked through the night
9-29-20	Sent iHeart and FCC warning that IF iHeart censored the next two days of ads and shows they would be guilty of a repeated offense pursuant to 47 USC Section 312 and they would be in jeopardy of losing their FCC licenses. Found info proving iHeart's foreign interference and censorship of a federal candidate
9-29-20	Researched the laws and regulations of broadcast licensees and more background research on licenses and the renewal process. Started working on informal objections as we had missed the deadline (30 days prior) for a Formal Objection to WKRC and WLW licenses, for now

September 2020	
Date	Description and/or Location
9-30-20	"Stop the Presses" with Mark Anderson on the RBN network; Mr. Anderson summarized Jim Condit Jr.'s appearance on his show as follows on his blog and RBN website: "In the 2nd half today, election fraud expert Jim Condit Jr. returns to give an update on his embattled "write-in" congressional candidacy."
9-30-20	Finished work on informal objections to WKRC and WLW Licenses and signed up on the FCC's website so we could submit them electronically. Had trouble with uploading the Informal Objections and worked until after midnight to get them both filed; one was recorded on 9-30-20 and one after midnight on 10-01-20

Notes/Additional Items

Section 73.1940 [47 CFR §73.1940] Legally qualified candidates for public office.

"The term "substantial showing" of a bona fide candidacy as used in paragraphs (b), (d) and (e) of this section means evidence that the person claiming to be a candidate has engaged to a substantial degree in activities commonly associated with political campaigning. Such activities normally would include making campaign speeches, distributing campaign literature, issuing press releases, maintaining a campaign committee, and establishing campaign headquarters (even though the headquarters in some instances might be the residence of the candidate or his or her campaign manager). Not all of the listed activities are necessarily required in each case to demonstrate a substantial showing, and there may be activities not listed herein which would contribute to such a showing."

We have checked off every single box under the very definition of "substantial showing" and have gone above and beyond with our comprehensive websites and Radio broadcasts. My campaign's main strategy, and that of any other candidate, is comprised of reaching out and speaking to as many voters as possible. In this digital age, my campaign focuses on driving voters to my websites via Radio Ads and Shows. My platform seeks to educate the electorate and encourage them to think critically for themselves about world affairs so they can make informed decisions at the ballot box. I trust that this strategy helps voters realize that a vote for me is a vote for true freedom in accordance with our Constitution and Bill of Rights. My websites are where education takes place.

Clearly, my radio ads and radio shows strategy is infinitely superior to approaching people in person in this Covid-19 era, or at any time since radios and TVs have been in virtually every home and car for many decades. According to iHeart, my campaign has reached 150,000 people per ad on WLW in the time slot bought, 10am to 3pm on Thursdays; and probably 5,000 to 15,000 on Sunday night with my 1-hour radio show on WKRC. So the absolute best way to campaign, especially in this Covid chaos is Radio and TV. That is a no-brainer, and iHeart has literally destroyed my ability to campaign effectively and raise further funds. In reality, iHeart recognized my candidacy as "bona fide", and making a "substantial showing" when they signed the contract on September 3, 2020, took the money, and aired my ads and shows for three consecutive weeks!

October 2020		
Date	Time	Description and/or Location
10-01-20		Purchased new security software and had installed and activated on websites
10-01-20		Waycross TV (cable public access) – Recorded in-person segment for airing in their candidate's series later in October 2020. All candidates in Hamilton County were accorded the opportunity to record a segment for this Waycross series
10-03-20		On Saturday, October 3, 2020 - Public appearance and speech by attorney Renz hosted by Dr. Pam Popper about their lawsuit for Stand Up Ohio against Governor Dewine's Covid lockdown, where I was able passed out literature and spoke to numerous people in attendance
10-04-20		Attended the annual Kentucky Right to Life – Handed out 100 computerized election fraud campaign flyers to drive potential voters to 3 of my websites and spoke with many people there.
10-04-20		The "In the Spirit of Chartres" radio show with Judith Sharpe - found at ISOC.ws for free listening until November 1, 2020. The Show is entitled: "Storm Clouds on the Horizon, 2020" - Jim Condit Jr. addresses his outlook, beliefs & philosophy
10-05-20		Reviewed final proposal from iHeart Attorney Mr. Meltzer. Forwarded info to both attorneys. Spoke with Mr. Meltzer for about 30 minutes. Sent emails back and forth to my attorneys and spoke with them on the phone.
10-05-20		Worked on Press Release for 2-3 hours, but did not send out due to ongoing negotiations and confidentiality issues. Added info from the press release into the bottom of the complaint and now the complaint is out of control with too many repeats and needs to be re-assessed and heavily edited. Continued working on complaint and Exhibits all day and into the night.
10-06-20		Waycross TV (Cable Public Access) live program at 8 PM which lasted 25 minutes for the congressional candidates for District 2, Ohio sponsored by Waycross, which facility serves many communities in the Greater Cincinnati Ohio Area which comprise both the 1st congressional district and the 2nd congressional District of Ohio. Shows can be seen at Waycross.TV. Contact info: Waycross: 513-825-2429 or dana@waycross.org.
10-06-20		The NAACP event was to be held in October – they decided after they initially invited me by phone not to include write-in candidates in the debate. Continued working on the complaint and evidence and research.
10-07-20		Team continued working on the complaint and gathering evidence and exhibits (14+ hours) many emails back and forth with exhibits and research
10-07-20		Performed an analysis, with my team, of former election cycles and noticed that many events held in past election cycles, such as parades, church festivals, and community forums, (such as the Anderson Township Event, as one example), are not being held this year. As we have noted, my opponent, Jaime Castle (D), has opined about the lack of public events to attend in person due to Covid, in a public article by Howard Wilkenson, a long time Cincinnati reporter.
10-08-20		Reviewed Mr. Meltzer email asking if we had reviewed his proposal. Responded to Mr. Meltzer and let him know we would have something over to him shortly.

October 2020		
Date	Time	Description and/or Location
10-08-20		Scanned in Documents and processed emails and photos, worked on Exhibits and complaint all day and into the night. (12+ hours)
10-09-20		Reviewed email from Mr. Meltzer. Worked on Exhibit Identifying pages and worked to organize all of the exhibits and convert them all over to pdf (12+ hours)
10-10-20		Purchased and set up software to integrate Exhibits and Complaint. Worked all day finishing up Exhibits and Complaint and emailed over to Mr. Meltzer 5pm Also emailed the same over to both of my attorneys
10-11-20		Sent information to Mr. Meltzer regarding iHeart having to file as foreign agents under our FARA laws as RT (Russia Today) was forced to file as a foreign agent by the Department of Justice in 2017 due to election interference.
10-11-20		Working on shortened version pleading with statutes properly cited for future court case and, if possible, summary for FCC complaint
10-12-20		Worked on counter-proposal to iHeart (4 Hours)
10-13-20		Press release put out regarding our radio ads and radio shows being censored and by WLW and WKRC in violation of the Reasonable Access Law.
10-13-20		Reviewed Mr. Meltzer's draft settlement and responded
10-14-20		Drew up counter-proposal and sent over to Mr. Meltzer
10-14-20		Reviewed Mr. Meltzer's emails and responded accordingly. Continued working on legal pleading for future court case and summary for FCC. Received and OK from Mr. Baker on the current format of the complaint.
10-15-20		Worked for hours on new campaign financial software issues and sent and recieved many emails from support.
10-16-20		Reviewed letter from Mr. Meltzer and responded. Took call from Bobby Baker and Gary Schonman and emailed Mr. Baker. Worked on Congressional Campaign Activities Schedule that includes behind the scenes campaign activity and other updates since last report. (10 Hours on Campaign Report)
10-16-20		10pm Sent over Updated 2020 Congressional Campaign Schedule to Robert Baker at the FCC for his review before the Final Complaint & Request for Ruling
10-17-20		Worked on completing the Final Complaint for the FCC (11 hours) - worked through the night
10-18-20		Emailed Final Complaint and Request or Ruling with all Exhibits to Robert Baker with the FCC robert.baker@fcc.gov and will await Mr. Baker's response

Notes/Additional Items