

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

In the Matter of )
Pathfinder Communications Corporation ) File No.: EB-IHD-13-000113591
Licensee of Station WTRC-FM, ) Acct. No.: 201532080003
Niles, Michigan ) FRN: 0002898989
) Facility ID No.: 48911

ORDER

Adopted: December 10, 2014

Released: December 10, 2014

By the Chief, Enforcement Bureau:

1. The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television operators, wireline video service providers, satellite digital audio radio service providers, and direct broadcast satellite providers to supply the communications capability to the President of the United States to address the American public during a national emergency.

2. By this Order, we adopt and incorporate by reference the attached Consent Decree entered into between the Enforcement Bureau (Bureau) and Pathfinder Communications Corporation (Pathfinder or Licensee). The Consent Decree resolves an investigation by the Bureau into allegations that Pathfinder misused the EAS tones by transmitting an advertisement that contained the EAS Attention Signal, absent an actual emergency or authorized test of the EAS.

3. 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 investigation.

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

1 This case was formerly assigned file number EB-13-IH-1042. In September 2013, the Investigations and Hearings Division of the Enforcement Bureau assigned the case a new file number, as reflected in the caption. Any future correspondence with the Commission concerning this matter should reflect the new case number.

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) of the Communications Act of 1934, as amended, and Sections 0.111 and 0.311 of the Commission's rules,<sup>2</sup> the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation, as to the Station and/or the Licensee, **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that any third-party complaints related to the above-captioned investigation and that are currently pending before the Enforcement Bureau **ARE DISMISSED** as of the date of this Consent Decree.

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by both First Class Mail and Certified Mail, Return Receipt Requested, to Licensee's counsel, David D. Burns, Esq., Latham & Watkins LLP, 555 11<sup>th</sup> Street, N.W., Washington, D.C. 20004.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc  
Chief, Enforcement Bureau

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<sup>2</sup> See 47 U.S.C. § 154(i); 47 C.F.R. §§ 0.111, 0.311.

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

In the Matter of	)	
	)	
Pathfinder Communications Corporation	)	File No.: EB-IHD-13-00011359 <sup>1</sup>
	)	Acct. No.: 201532080003
Licensee of Station WTRC-FM,	)	FRN: 0002898989
Niles, Michigan	)	Facility ID No.: 48911

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Pathfinder Communications Corporation, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into allegations that Pathfinder Communications Corporation misused Emergency Alert System (EAS) tones by transmitting an advertisement that contained the EAS Attention Signal, absent an actual emergency or authorized test of the EAS, in violation of Section 325(a) of the Communications Act of 1934, as amended, and Section 11.45 of the Commission's rules pertaining to misuse of the EAS tones.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
  - (b) "Adopting Order" means the Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Any" shall be construed to include the word "all," and the word "all" shall be construed to include the word "any." Additionally, the word "or" shall be construed to include the word "and," and the word "and" shall be construed to include the word "or." The word "each" shall be construed to include the word "every," and the word "every" shall be construed to include the word "each."
  - (d) "Bureau" means the Enforcement Bureau of the FCC.
  - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.
  - (f) "Communications Laws" means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Pathfinder is subject by virtue of its business activities, including but not limited to, the EAS Laws.
  - (g) "Complainant" means the individual who transmitted to the FCC a complaint alleging that Pathfinder violated Section 325(a) of the Act and Section 11.45 of the Rules.

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<sup>1</sup> This case was formerly assigned file number EB-13-IH-1042. In September 2013, the Investigations and Hearings Division of the Enforcement Bureau assigned the case a new file number, as reflected in the caption. Any future correspondence with the Commission concerning this matter should reflect the new case number.

- (h) “Complaint” means the third-party complaint alleging that Pathfinder violated Section 325(a) of the Act and Section 11.45 of the Rules, received by, or in the possession of, the Bureau.
- (i) “Compliance Officer” means the individual designated in paragraph 15 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (j) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 16.
- (k) “Covered Employees” means all employees and agents of Pathfinder who perform, or supervise, oversee, or manage the performance of, duties that relate to Pathfinder’s responsibilities under the Communications Laws.
- (l) “EAS” means the Emergency Alert System.
- (m) “EAS Laws” means the rules and regulations embodied in Section 325(a) of the Act, Section 11.45 of the Rules, and the published and promulgated orders and decisions of the Commission regarding the misuse of EAS Tones.
- (n) “EAS Tones” means the EAS codes consisting of audible sounds in which encoded information concerning the particular alert is embedded, and the separate EAS Attention Signal that follows the EAS codes composed of two tones that are transmitted simultaneously, as defined in Section 11.31 of the Rules, as well as any simulations thereof.
- (o) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (p) “Investigation” means the Bureau’s investigation of Pathfinder’s compliance with Section 325(a) of the Act and Section 11.45 of the Rules, relating to a Complaint alleging that Pathfinder’s Station broadcast a commercial that contained the EAS Attention Signal.
- (q) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Pathfinder to implement the Compliance Plan.
- (r) “Parties” means Pathfinder and the Bureau, each of which is a “Party.”
- (s) “Pathfinder” means Pathfinder Communications Corporation and its predecessors-in-interest and successors-in-interest.
- (t) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (u) “Station” means commercial radio Station WTRC-FM, Niles, Michigan (Facility ID No. 48911), licensed to Pathfinder.

## II. BACKGROUND

3. Pursuant to Section 325(a) of the Act, no person within the jurisdiction of the United States shall knowingly utter or transmit any false signals of distress.<sup>2</sup> Additionally, Section 11.45 of the Rules prohibits the transmission of false or deceptive “EAS codes or Attention Signal[s], or a recording or

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<sup>2</sup> 47 U.S.C. § 325(a).

simulation thereof, in any circumstance other than in an actual National, State, or Local Area emergency or authorized test of the EAS.”<sup>3</sup>

4. The Commission received a Complaint from an employee of the National Weather Service (NWS) alleging that, on April 14, 2013, the Station aired a commercial “promoting a ‘storm chasing’ tour,” which contained “the EAS Activation Tones.”<sup>4</sup> The Complainant adds that the NWS received a number of calls from the public, who expressed concern that “this type of advertising is ‘defeating’ and ‘minimizing’ the importance of the EAS Activations.”<sup>5</sup> In response to the alleged violation of the EAS Laws, the Bureau’s Investigations and Hearings Division directed Pathfinder to submit, among other things, sworn written statements describing its compliance with Section 325(a) of the Act and Section 11.45 of the Rules.<sup>6</sup> In its reply, Pathfinder admits that it broadcast the EAS Attention Signal as described in the Complaint.<sup>7</sup>

5. As a result of discussions between the Parties, the Bureau and Pathfinder have negotiated this Consent Decree to resolve issues related to Pathfinder’s compliance with the EAS Laws and to terminate the Bureau’s Investigation.

### III. TERMS OF AGREEMENT

6. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

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

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date, as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

9. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Pathfinder agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the Investigation through the Effective Date, or use the existence of this Consent Decree, to institute on its own motion any new proceeding, formal or informal, or take any action on its own motion against Pathfinder 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 use the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or

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<sup>3</sup> 47 C.F.R. § 11.45.

<sup>4</sup> See Complaint, FCC Form 2000D, 13-C00488988-1 (Apr. 15, 2013) (on file in EB-IHD-13-00011359).

<sup>5</sup> *Id.*

<sup>6</sup> See Letter from Jeffrey J. Gee, Deputy Chief, Investigations and Hearings Division, Enforcement Bureau, to Pathfinder Communications Corporation (June 14, 2013) (on file in EB-IHD-13-00011359).

<sup>7</sup> See Letter from John Lapehn, Chief Financial Officer, Pathfinder Communications Corporation, to Marlene H. Dortch, Secretary, Federal Communications Commission (July 14, 2013) (on file in EB-IHD-13-00011359).

take any action on its own motion against Pathfinder with respect to its basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

10. **Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission from adjudicating complaints filed pursuant to Section 325(a) of the Act or Section 11.45 of the Rules against Pathfinder or its affiliates for alleged violations of the Act or the Rules or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of Pathfinder's noncompliance with the EAS Laws.

11. **Admission of Liability.** Pathfinder admits, in express reliance on the provisions of paragraph 9 herein, that its actions with respect to the broadcast of the commercial referenced in paragraph 4 of this Consent Decree violated the Commission's EAS Laws.

12. **Civil Penalty.** Pathfinder will pay a civil penalty to the United States Treasury in the amount of forty-six thousand dollars (\$46,000) (Civil Penalty), payable in twelve (12) installments over three (3) years (each an Installment Payment). The first Installment Payment of four thousand seven hundred fifty dollars (\$4,750) is due within thirty (30) calendar days after the Effective Date, and the remaining Installment Payments of three thousand seven hundred fifty dollars (\$3,750) shall be paid quarterly. Pathfinder shall make the first and all subsequent Installment Payments in United States Dollars without further demand or notice by the dates specified above. Pathfinder acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1). Upon an Event of Default (as defined below), all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Pathfinder also shall send electronic notification of payment to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov on the date payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the NAL/Account Number and FRN referenced above. Regardless of the form of payment, Pathfinder must submit a completed FCC Form 159 (Remittance Advice).<sup>8</sup> When completing the FCC Form 159, Pathfinder should enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that Pathfinder should follow based on the form of payment it selects:<sup>9</sup>

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment.

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<sup>8</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>9</sup> If Pathfinder has questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone at 1-877-480-3201, or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

13. **Event of Default.** Pathfinder agrees that an Event of Default shall occur upon the failure by Pathfinder to pay the full amount of any Installment Payment on or before the due dates specified in this Consent Decree.

14. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, as aforesaid, any penalties permitted and/or required by the law, including but not limited to interest and penalties permitted under 31 U.S.C. § 3717 and administrative charge(s), plus the costs of collection, litigation, and attorneys' fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Pathfinder.

15. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Pathfinder shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Pathfinder complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to possessing the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the EAS Laws prior to assuming his/her duties.

16. **Compliance Plan.** Pathfinder agrees that it shall, by the dates specified in this paragraph, including its subparts, develop and implement a Compliance Plan designed to ensure future compliance with the EAS Laws and with the terms and conditions of this Consent Decree. With respect to the EAS Laws, Pathfinder shall implement the following procedures:

- (a) **Operating Procedures for Compliance with the EAS Laws.** Within sixty (60) calendar days after the Effective Date, Pathfinder shall establish Operating Procedures that all Covered Employees must follow to help ensure Pathfinder's compliance with the EAS Laws. Pathfinder's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Pathfinder does not broadcast the EAS Tones absent an emergency or authorized EAS test. Pathfinder also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that the Station will not be in violation of the EAS Laws regarding broadcast of the EAS Tones. At a minimum, the Compliance Checklist shall require at all times that at least two station employees, one of whom shall be a management-level employee, be involved in all aspects of all programming and commercials that might contain the broadcast of the EAS Tones.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain Section 325(a) of the Act and Section 11.45 of the Rules, and set forth the Operating Procedures that Covered Employees shall follow to help ensure Pathfinder's compliance with the EAS Laws. Pathfinder shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Pathfinder shall distribute any revisions to the Compliance

Manual promptly to all Covered Employees.

- (c) **Compliance Training Program.** Pathfinder shall establish and implement a Compliance Training Program on compliance with the EAS Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Pathfinder's obligation to report any noncompliance with the EAS Laws under paragraph 17 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date. Any person who becomes a Covered Employee after the initial Compliance Training Program is conducted shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Pathfinder shall repeat the compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

17. **Reporting Noncompliance.** Pathfinder shall report any instance of noncompliance with the EAS Laws and with the terms and conditions of this Consent Decree within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Pathfinder 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 Pathfinder has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov.

18. **Compliance Reports.** Pathfinder shall file Compliance Reports with the Commission ninety (90) days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Pathfinder's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the EAS Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Pathfinder, stating that the Compliance Officer has personal knowledge that Pathfinder: (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 17 hereof.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.<sup>10</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Pathfinder, shall provide the

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<sup>10</sup> 47 C.F.R. § 1.16.



Commission with a detailed explanation of the reason(s) why and describe fully: (i) any instances of noncompliance with this Consent Decree and the Rules; (ii) the steps that Pathfinder has taken or will take to remedy each instance of noncompliance and the schedule on which proposed remedial action will be taken; and (iii) the steps that Pathfinder has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

- (d) All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, S.W., Washington, D.C. 20554, with a copy submitted electronically to Theresa Z. Cavanaugh at Terry.Cavanaugh@fcc.gov, Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov.

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 15 through 18 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

20. **Waivers.** Pathfinder waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. Pathfinder shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting Order, neither Pathfinder nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Pathfinder shall waive any statutory right to a trial *de novo*. Pathfinder hereby agrees to waive any claims it may have under the Equal Access to Justice Act<sup>11</sup> relating to the matters addressed in this Consent Decree.

21. **Severability and Invalidity.** The Parties agree that if a court of competent jurisdiction renders any of the provisions of the Adopting Order or the Consent Decree invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Adopting Order or Consent Decree, but rather the entire Adopting Order or Consent Decree shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. 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.

22. **Subsequent Rule or Order.** The Parties agree that if any provision of the 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 Pathfinder does not expressly consent), that provision will be superseded by such Commission rule or order.

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

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

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

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<sup>11</sup> 5 U.S.C. § 504; 47 C.F.R. § 1.1501 *et seq.*

26. **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.

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

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

FEDERAL COMMUNICATIONS COMMISSION

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Travis LeBlanc  
Chief  
Enforcement Bureau

\_\_\_\_\_  
Date

PATHFINDER COMMUNICATIONS  
CORPORATION

\_\_\_\_\_  
John F. Lapehn  
Chief Financial Officer

\_\_\_\_\_  
Date