

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

In the Matter of)	
)	
The Syner Foundation, Inc.)	File No.: EB-IHD-14-00016416 (formerly
)	EB-11-IH-1130)
Licensee of Station WQAZ-LP, Edmond, West)	
Virginia)	Acct. No.: 201532080008
)	
)	FRN: 0009577859
)	
)	Facility ID No.: 134635

ORDER

Adopted: February 26, 2015

Released: February 27, 2015

By the Deputy Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether The Syner Foundation, Inc., licensee of WQAZ-LP (Syner), broadcast announcements that promoted the products, services or businesses of its financial contributors. Such announcements would violate the underwriting rules that prohibit noncommercial educational radio and television stations from broadcasting advertisements. Noncommercial broadcasters are licensed to use spectrum that is specifically reserved for them, and they benefit from reduced regulatory fees due to their noncommercial status. While the law allows noncommercial stations to broadcast announcements that identify and thank entities that contribute to the station, it prohibits stations from promoting the products, services or businesses of these contributors. Our enforcement actions to address abuses of the underwriting laws protect the public's use and enjoyment of commercial-free broadcasts in the spectrum that is specifically reserved for noncommercial broadcasters. Our efforts also provide a level playing field for the noncommercial broadcasters that obey the law and for the commercial broadcasters that are entitled to seek revenue from advertising. Low-power FM radio stations are licensed to provide noncommercial, locally oriented programming for their communities. The Commission takes action when necessary to enforce the laws prohibiting low power FM stations from airing announcements that promote for-profit advertisers.

2. In this case, the Enforcement Bureau of the Federal Communications Commission investigated complaints alleging that Station WQAZ-LP, Edmond, West Virginia, a low-power FM radio station, broadcast announcements that violated the underwriting rules. Syner admits that these broadcasts violated the Commission's underwriting laws, and will pay a civil penalty of \$16,000.¹ Syner will also implement a three-year compliance plan to avoid future violations of the Commission's underwriting laws.

¹ The \$16,000 civil penalty reflects Syner's showing of financial hardship, which the Bureau considered and accepted, consistent with the Commission's Forfeiture Policy Statement. *See The Commission's Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Guidelines*, Report and Order, 12 FCC Rcd 17087 (1997), *recons. denied*, 15 FCC Rcd 303 (1999) (*Forfeiture Policy Statement*).

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 referenced investigation regarding Syner's compliance with Section 399b of the Communications Act of 1934, as amended (Act),² and Sections 73.801 and 73.503(d) of the Commission's rules (Rules),³ pertaining to noncommercial underwriting aired over low-power FM stations.

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 Syner possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act⁴ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁵ the Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

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

8. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Syner's counsel, Lee J. Peltzman, Esq., Shainis & Peltzman, 1850 M Street, N.W., Suite 240, Washington, D.C. 20036.

FEDERAL COMMUNICATIONS COMMISSION

Phillip Rosario
Deputy Chief
Enforcement Bureau

² 47 U.S.C. § 399b.

³ 47 C.F.R. §§ 73.801 and 73.503(d).

⁴ 47 U.S.C. §§ 154(i).

⁵ 47 C.F.R. §§ 0.111, 0.311.

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Licensee of Station WQAZ-LP, Edmond, West)	
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)	Facility ID No.: 134635

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission and The Syner Foundation, Inc., licensee of Station WQAZ-LP, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether The Syner Foundation violated Section 399b of the Communications Act of 1934, as amended (Act), and Sections 73.801 and 73.503(d) of the Commission's rules (Rules) in connection with noncommercial underwriting over low-power FM stations.

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.¹
 - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (d) "Commission" and "FCC" mean 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 to which each Commission licensee, including Syner, is subject by virtue of its being a Commission licensee, including but not limited to the Underwriting Laws.
 - (f) "Complaints" means the third-party submissions received by, or in the possession of, the Bureau and alleging violation of the Underwriting Laws, as described in this Consent Decree at paragraph 4.
 - (g) "Compliance Officer" means an FCC regulatory counsel or in-house counsel, or a senior corporate manager with the requisite corporate and organizational authority to serve in this capacity in consultation with and assisted by outside regulatory counsel.

¹ 47 U.S.C. § 151 *et seq.*

- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.
- (i) “Covered Employee” means all employees and agents of Syner who perform, or supervise, oversee, or manage the performance of duties related to Syner’s responsibilities under the Communications Laws, including the Underwriting Laws.
- (j) “Effective Date” means the date by which both the Bureau and Syner have signed the Consent Decree.
- (k) “Investigation” means the investigation commenced by the Bureau in EB-IHD-14-00016416 (formerly EB-11-IH-1130) regarding whether Syner violated the Underwriting Laws.
- (l) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Syner to implement the Compliance Plan.
- (m) “Parties” means Syner and the Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “Station” means low power FM Station WQAZ-LP, Edmond, West Virginia (Facility ID 134635).
- (p) “Syner” means The Syner Foundation, Inc., and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (q) “Underwriting Laws” means, individually or collectively, Section 399b of the Act, Section 73.801 and Section 73.503(d) of the Rules,² and the decisions and orders of the Commission interpreting these provisions.

II. BACKGROUND

3. The Underwriting Laws define advertisements as program material broadcast “in exchange for any remuneration” and intended to “promote any service, facility, or product,” of for-profit entities.³ Section 399b(b)(2) specifically provides that noncommercial educational stations may not broadcast advertisements.⁴ Although contributors of funds to such stations may receive on-air acknowledgements of their support, the Commission has held that such acknowledgements are for identification purposes only, and must not promote the contributors’ products, services, or businesses.⁵ Specifically, such announcements must not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent, or lease.⁶

4. The Commission received multiple Complaints alleging that Syner violated the Underwriting Laws by airing announcements, on Station WQAZ-LP during the time period from August 2010 to October 2010, which promoted products or services, and contained qualitative descriptions and

² 47 U.S.C. § 399b; 47 C.F.R. §§ 73.801 and 73.503(d).

³ 47 U.S.C. § 399b(a).

⁴ 47 U.S.C. § 399b(b)(2).

⁵ See *Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Public Notice, FCC 86-161 (1986), republished, 7 FCC Rcd 827 (1992) (citing *1986 Public Notice*).

⁶ See *id.*; see also *Xavier Univ.*, Memorandum Opinion and Order, 5 FCC Rcd 4920, 4921, para. 6 (1990) (citing 1986 Public Notice).

comparative language, pricing information, and calls to action.⁷ The Bureau issued a Letter of Inquiry directing Syner to submit documents describing its compliance with the Underwriting Laws.⁸ Syner responded,⁹ and admits that it broadcast the complained-of underwriting announcements over Station WQAZ-LP, and that the Complaints were accurate.¹⁰ Thereafter, the Parties agreed to enter into this Consent Decree.

III. TERMS OF AGREEMENT

5. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order without change, addition, deletion, or modification.

6. **Jurisdiction.** Syner 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.

7. **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 Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

8. **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 and dismiss the Complaints. In consideration for the termination of the Investigation and dismissal of the Complaints, Syner agrees to the terms, conditions, and procedures contained herein. The Bureau further 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 new proceeding, formal or informal, or take any action on its own motion against Syner 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 take any action on its own motion against Syner with respect to Syner's basic qualifications, including its character qualifications, to be a Commission licensee or hold Commission licenses or authorizations.

9. **Admission of Liability.** Syner admits, in express reliance on the provisions of paragraph 8 herein, that its actions with respect to the broadcast of the material referenced in paragraph 4 of this Consent Decree violated the Commission's Underwriting Laws.

⁷ See, e.g., Confidential Complaint (Oct. 13, 2010) (on file in EB-IHD-14-00016416 (formerly EB -11-IH-1130)) (First Complaint). The complainant has requested confidentiality pursuant to 47 C.F.R. § 0.459(b) of the Commission's rules. See 47 C.F.R. § 0.459; *In the Matter of Examination of Current Policy Concerning the Treatment of Confidential Information Submitted to the Commission*, Report and Order, 13 FCC Rcd 24816 at 24826 (1998). See also Complaint, dated March 19, 2013 (on file in EB-IHD-14-00016416 (formerly EB-11-IH-1130)) (Second Complaint, collectively the Complaints). The Complaints also contend that Syner engaged in unauthorized transfer of control and violated the Commission's LPFM cross-ownership rules, which allegations, upon investigation, we have determined are unfounded.

⁸ See Letter from Kenneth M. Scheibel, Jr., Assistant Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to The Syner Foundation (Apr. 10, 2013) (on file in EB-IHD-14-00016416 (formerly EB-11-IH-1130)).

⁹ See Letter from Lee J. Peltzman, Counsel for The Syner Foundation to Marlene H. Dortch, Secretary, Federal Communications Commission (June 13, 2013) (on file in EB-IHD-14-00016416 (formerly EB-11-IH-1130)) (LOI Response).

¹⁰ See *id.*

10. **Civil Penalty.** Syner will pay a civil penalty to the United States Treasury in the amount of sixteen thousand dollars (\$16,000). Payment is to be made in quarterly installments of two thousand dollars (\$2,000) each to be made over a 24-month period; the first payment of which is due within thirty (30) calendar days after the Effective Date. Syner 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).¹¹ Syner shall send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and to Jennifer A. Lewis at Jennifer.lewis@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice)¹² must be submitted. When completing the FCC Form 159, 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 should be followed based on the form of payment selected:

- 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. 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.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Syner 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 person designated as Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Syner 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 Underwriting Laws before assuming his/her duties.

¹¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹² An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Syner agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Underwriting Laws, Syner will implement, at a minimum, the following procedures:

- (a) **Consultation with Counsel.** If the Compliance Officer is not an FCC regulatory counsel or in-house counsel, Syner shall consult with outside FCC regulatory counsel regarding Syner's overall compliance with the Underwriting Laws. Such consultations shall occur on a biannual basis, if not more frequently.
- (b) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Licensee shall establish Operating Procedures that all Covered Employees must follow to help ensure Syner's compliance with the Communications Laws, including the Underwriting Laws. Syner's Operating Procedures shall include internal procedures and policies specifically designed to ensure that Syner complies with the Underwriting Laws. Syner shall use a multi-level review procedure for underwriting content to be aired on the Stations. The Compliance Officer, or a management-level employee of Syner directly supervised by the Compliance Officer, shall review all scripts of underwriting announcements prior to broadcast. Syner shall develop an Underwriting Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that all material approved for broadcast is consistent with relevant past Commission precedent regarding the Underwriting Laws.
- (c) **Compliance Manual.** Within sixty (60) calendar days of the Effective Date, Syner shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Underwriting Laws, and set forth the Operating Procedures that the Covered Employees shall follow to help ensure Syner's compliance with the Communications Laws, including the Underwriting Laws. Syner shall periodically review and revise the Compliance Manual as necessary to ensure the information set forth therein remains current and accurate. Syner shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (d) **Compliance Training Program.** Syner shall establish and implement a Compliance Training Program on compliance with the Underwriting Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Syner's obligation to report any noncompliance with the Underwriting Laws under paragraph 13 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Syner shall repeat 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.
- (e) **Compliance Education Program.** Syner shall implement and maintain a plan to educate prospective underwriters about appropriate underwriting content and about how Syner incorporates such underwriting content in the announcements that it

prepares for underwriter approval and eventual broadcast over the Station. To that end, Syner shall summarize the Underwriting Laws for each prospective client before accepting any contract with a prospective client to air underwriting announcements over the Station, and shall prepare the underwriting announcement for the underwriter's review. Syner shall not broadcast over any Station any announcement that does not comply with the Underwriting Rules.

13. **Reporting Noncompliance.** Syner shall report any noncompliance with the Underwriting 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 Syner 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 Syner 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 Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Jennifer A. Lewis at Jennifer.Lewis@fcc.gov.

14. **Compliance Reports.** Syner 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 Syner's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Underwriting Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent and on behalf of Syner, stating that the Compliance Officer has personal knowledge that Syner: (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 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall 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.¹³
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent and on behalf of Syner, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Syner has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Syner has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

¹³ See 47 C.F.R. § 1.16.

- (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 Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Jennifer A. Lewis at Jennifer.Lewis@fcc.gov.

15. **Termination Date.** Unless stated otherwise, the requirements set forth in Paragraphs 11 through 14 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

16. **Underwriting Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to the Underwriting Laws against Syner or its affiliates for alleged violations of the Act or the Commission's 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 noncompliance by Licensee with the Act or the Rules.

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

18. **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 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, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, 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 Syner.

19. **Waivers.** As of the Effective Date, Syner 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. Syner 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 the Adopting Order, neither Syner nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Syner shall waive any statutory right to a trial *de novo*. Syner hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹⁴ relating to the matters addressed in this Consent Decree.

20. **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.

21. **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.

¹⁴ See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.530.

22. **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 Syner does not expressly consent) that provision will be superseded by such Rule or Order.

23. **Successors and Assigns.** Syner 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.

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 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 counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

FEDERAL COMMUNICATIONS COMMISSION

Phillip Rosario
Deputy Chief
Enforcement Bureau

Date
The Syner Foundation, Inc.

Shari Syner
President
The Syner Foundation

Date