

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of	)	File No.: EB-FIELDSCR-12-00004560
	)	NAL/Acct. Nos.: 201232700008
St. George Cable, Inc.	)	FRN: 0021185574
	)	Community Unit ID: FL1401
St. George Island, Florida	)	PSID: 021652
)	

ORDER

Adopted: April 29, 2016

Released: April 29, 2016

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether St. George Cable, Inc. (St. George), violated the Commission's rules, by failing to: (1) install and maintain operational Emergency Alert System (EAS) equipment, (2) operate its cable system within required signal leakage limits, (3) immediately suspend operations as directed by a Bureau order and resume operations only with written authorization, and (4) register its cable system with the Commission. Every analog and digital cable system is required to participate in the nationwide EAS network. The Commission's EAS rules require all EAS participants to ensure that EAS encoders, EAS decoders, and attention signal generating and receiving equipment are installed so that the monitoring and transmitting functions are available during the times the systems are in operation. In addition, the Commission has established cable signal leakage rules to control emissions that could cause cable systems to interfere with aviation frequencies. Signal leakage levels that exceed the Commission's defined thresholds are considered harmful interference. Furthermore, in the event that a cable system causes such harmful interference, and the interference cannot be promptly eliminated by the application of suitable techniques, the Commission's rules require that cable system to suspend its operations immediately until the interference has been eliminated. Finally, the Rules requires cable operators to submit a registration statement with the Commission on FCC Form 322.

2. To settle this matter, St. George admits that its operations violated the Commission's rules, will implement a comprehensive compliance plan, and will pay a \$2500 civil penalty for which it has a demonstrated ability to pay. The remainder of the civil penalty proposed in the NAL in this proceeding will be suspended.¹ However, St. George will pay the remainder of the original proposed civil penalty if the Commission finds during the next three years that the company failed to comply with the Commission's EAS Rules, Cable Signal Leakage Rules, or Registration Rules, or that St. George misled the Commission regarding its current financial status.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, including St. George's showing of substantial financial hardship, we find that the public interest would be served by adopting the attached Consent Decree and resolving NAL against St. George regarding its

¹ *St. George Cable, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 27 FCC Rcd 11447 (2012) (NAL).

compliance with Sections 11.35(a), 76.605(a)(12), 76.611(a)(1), 76.613(c), and 76.1801 of the Commission's rules (Rules).²

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of St. George's basic qualifications to hold or obtain any Commission license or authorization.³

5. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i) and 503(b) of the Communications Act, as amended⁴ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁵ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**, and the NAL **IS RESOLVED** in accordance with the terms of the attached Consent Decree.

7. **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 St. George Cable at P.O Box 1090, St. George Island, Florida 32328.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

² 47 C.F.R. §§ 11.35(a), 76.605(a)(12), 76.611(a)(1), 76.613(c), and 76.1801.

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. § 154(i), 503(b).

⁵ 47 C.F.R. §§ 0.111, 0.311.

**Before the
Federal Communications Commission
Washington, DC 20554**

In the Matter of)	
)	
St. George Cable, Inc.	)	File No.: EB-11-TP-0102
	)	NAL/Acct. No.: 201232700008
St. George Island, Florida	)	FRN: 0021185574
	)	Community Unit ID: FL1401
	)	PSID: 021652
)	

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and St. George Cable, Inc. (St. George), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether St. George violated Sections 11.35(a), 76.605(a)(12), 76.611(a)(1), 76.613(c), and 76.1801 of the Commission's rules by failing to (1) install and maintain operational Emergency Alert System (EAS) equipment, (2) operate its cable system within required signal leakage limits, (3) immediately suspend operations as directed by a Bureau order and resume operations only with written authorization, and (4) register its cable system with the Commission.

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) "Cable Signal Leakage Rules" means Sections 76.605(a), 76.611(a)(1) and 76.613(c) of the Rules; and other provisions of the Act, the Rules, and Commission orders related to technical standards, cable television basic signal leakage criteria, and interference from multi-channel video programming distributors.²
 - (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 St. George is subject by virtue of its business activities, including but not limited to the Cable Signal Leakage Rules, EAS Rules, and Registration Rules.
 - (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 11.
 - (h) "Covered Employees" means all employees and agents of St. George who perform,

¹ 47 U.S.C. § 151 *et seq.*

² 47 C.F.R. §§ 76.605(a), 76.611(a)(1), 76.613(c).

or supervise, oversee, or manage the performance of, duties that relate to St. George's responsibilities under the Communications Laws, including the Cable Signal Leakage Rules, EAS Rules, and Registration Rules.

- (i) "Effective Date" means the date by which both the Bureau and St. George have signed the Consent Decree.
- (j) "EAS Rules" means Sections 11.35(a) of the Rules; and other provisions of the Act, the Rules, and Commission orders related to Emergency Alert System equipment operational readiness.³
- (k) "Investigation" means the investigation commenced by the Bureau in File No. EB-11-TP-0102 regarding whether St. George violated the Cable Signal Leakage Rules, EAS Rules, and Registration Rules, which culminated in the issuance of the NAL.
- (l) "Notices of Apparent Liability for Forfeiture" or "NAL" means *St. George Cable, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 27 FCC Rcd 11447 (2012).
- (m) "Operating Procedures" means the standard, internal operating procedures and compliance policies established by St. George to implement the Compliance Plan.
- (n) "Parties" means St. George and the Bureau, each of which is a "Party."
- (o) "Registration Rules" means Sections 76.1801 of the Rules; and other provisions of the Act, the Rules, and Commission orders related to cable system registration and reporting requirements.⁴
- (p) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (q) "St. George" means St. George Cable, Inc., and its affiliates, subsidiaries, and predecessors-in-interest.

II. BACKGROUND

3. The Commission has established cable signal leakage rules to control emissions that could cause cable systems to interfere with aviation frequencies.⁵ The signal leakage levels that exceed the Commission's defined thresholds are considered harmful interference.⁶ In addition, Section 76.1801

³ 47 C.F.R. § 11.35(a).

⁴ 47 C.F.R. § 76.1801.

⁵ See *Amendment of Part 76 of the Commission's Rules to Add Frequency Channeling Requirements and Restrictions and to Require Monitoring for Signal Leakage from Cable Television Systems*, Memorandum Opinion and Order, Docket No. 21006, 101 FCC 2d 117, 123–124, para. 14 (1985). Protecting the aeronautical frequencies from harmful interference is of paramount importance. The "aeronautical bands" are 108–137 MHz and 225–400 MHz. These frequencies encompass both radio navigation frequencies, 108–118 MHz and 328.6–335.4 MHz, and communications frequencies, 118–137 MHz, 225–328.6 MHz and 335.4–400 MHz. Harmful interference includes any interference that "endangers the functioning of a radio navigation service or of other safety services." See 47 C.F.R. §§ 2.1, 76.613(a). NAL, 27 FCC Rcd at 11447–11448, para. 2.

⁶ To this end, the Commission has determined the tolerable levels of unwanted signals on the aeronautical frequencies in two ways. First, pursuant to Section 76.605(a)(12) of the Rules, signal leakage at any given point in the cable system must not exceed 20 microvolts per meter ($\mu\text{V}/\text{m}$). See 47 C.F.R. § 76.605(a)(12). Second, Section 76.611(a)(1) of the Rules states that no cable television system shall provide service in the aeronautical bands unless the system's Cumulative Leakage Index (CLI) complies with the limits established in the Rules (*i.e.*, a CLI of less than or equal to 64). See 47 C.F.R. § 76.611(a)(1). The Commission requires that each cable system annually measure and report its CLI to demonstrate safe levels of signal leakage. *Id.* Furthermore, in the event that harmful interference cannot be promptly eliminated by the application of suitable techniques, Section 76.613(c) of the Rules

(continued....)

of the Rules requires cable operators to submit a registration statement with the Commission on FCC Form 322.⁷ In addition, every analog and digital cable system is required to participate in the nationwide EAS network.⁸ Section 11.35 of the Rules requires all EAS participants to ensure that EAS encoders, EAS decoders, and attention signal generating and receiving equipment are installed so that the monitoring and transmitting functions are available during the times the systems are in operation.⁹

4. St. George is a small cable operator providing cable service to approximately 750 residents of St. George Island, Florida. On September 30, 2011, the Bureau issued a Notice of Apparent Liability for Forfeiture and Order (First NAL) to St. George for its apparent willful and repeated violations of Sections 11.35(a), 76.605(a)(12), 76.611(a), and 76.1801 of the Rules in January 2011.¹⁰ St. George did not file a response to the First NAL and a Forfeiture Order assessing the proposed \$25,000 forfeiture was subsequently issued.¹¹ Due to its significant financial issues, St. George is paying off that Forfeiture Order pursuant to a payment plan. After a subsequent investigation in September and October 2011, and March 2012, the Commission, on September 6, 2012, issued an additional NAL against St. George for apparently violating Sections 11.35(a), 76.605(a)(12), 76.611(a), 76.613(c), and 76.1801 of the Rules by failing to (1) install and maintain operational Emergency Alert System (EAS) equipment, (2) operate its cable system within required signal leakage limits, (3) immediately suspend operations as directed by a Bureau order and resume operations only with written authorization, and (4) register its cable system with the Commission.¹² In response to the second NAL, St. George provided multiple documents showing that the signal leaks had been fixed and that the EAS equipment was now operational; however, it also asserted that it had insufficient finances to pay the proposed forfeiture. In order to demonstrate this, St. George provided a substantial amount of financial documentation, including three years of tax returns,

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states that “operation of the offending system or elements shall immediately be suspended upon notification by . . . the Commission’s local field office, and shall not be resumed until the interference has been eliminated to the satisfaction of the [local field office].” 47 C.F.R. § 76.613(c). NAL, 27 FCC Rcd at 11447–11449, paras. 2–7.

⁷ 47 C.F.R. § 76.1801. “A system community unit shall be authorized to commence operation only after filing with the Commission [certain] information on FCC Form 322.” According to Commission records, St. George submitted a Form 322 on December 16, 2011. *See* NAL, 27 FCC Rcd at 11450, paras. 10–11.

⁸ 47 C.F.R. §§ 11.11, 11.41. The EAS enables the President and state and local governments to provide immediate communications and information to the general public. 47 C.F.R. §§ 11.1, 11.21. State and local area plans identify local primary sources responsible for coordinating carriage of common emergency messages from the sources such as the National Weather Service or local emergency management officials. 47 C.F.R. § 11.18. State EAS plans contain guidelines that must be followed by broadcast and cable personnel, emergency officials and National Weather Service personnel to activate the EAS for state and local emergency alerts. The state plans include the EAS header codes and messages to be transmitted by the primary state, local, and relay EAS sources. 47 C.F.R. § 11.21. Required monthly and weekly tests originate from EAS Local or State Primary sources and must be retransmitted by the participating station. 47 C.F.R. §§ 11.61. NAL, 27 FCC Rcd at 11449–11450, paras. 8–9.

⁹ 47 C.F.R. § 11.35.

¹⁰ *See St. George Cable, Inc.*, Notice of Apparent Liability for Forfeiture and Order, 26 FCC Rcd 13520, 13520-13521 (Enf. Bur. 2011)(First NAL). Specifically, on January 11 and 13, 2011, agents from the Tampa Office observed fourteen leaks that exceeded 100 μ V/m at 3 meters in the system. On both dates, the CLI for the St. George Island cable system was calculated to be 64.88, an amount in excess of the acceptable limit. In addition, as of January 14, 2011, agents from the Tampa Office observed that St. George had never installed EAS equipment for its system. Further, agents from the Tampa Office confirmed that, as of September 23, 2011, St. George had never registered its system on a Form 322. On February 28, 2011, St. George informed the Tampa Office that it had repaired all of the leaks found in the January inspection and brought the system’s CLI into compliance. *See* First NAL, 26 FCC Rcd at 13520–13521, paras. 2–4.

¹¹ *St. George Cable, Inc.*, Forfeiture Order, 26 FCC Rcd 16027 (Enf. Bur. 2011) (Forfeiture Order).

¹² NAL, 27 FCC Rcd at 11451–11456, paras. 14–25. The NAL includes a more complete recitation of the facts and history of this case and is incorporated herein by reference.

comprehensive assets and liabilities summaries, and several years of profit/loss statements.¹³ As negotiations for settlement commenced, St. George continued to supplement its financial data, which clearly demonstrated that it had experienced a significant and continuing decrease in revenue and profitability over a multi-year time frame.

III. TERMS OF AGREEMENT

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

6. **Jurisdiction.** St. George 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.

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. In consideration for the termination of the Investigation, St. George 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 St. George concerning the matters that were the subject of the Investigation.

9. **Admission of Liability.** St. George admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 8 herein, that the operation of its cable system violated the Cable Signal Leakage Rules, EAS Rules, and Registration Rules, as detailed in paragraph 4 herein.

10. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, St. George shall designate its owner/president to serve as a Compliance Officer and to discharge the duties set forth below. The Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that St. George 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/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Cable Signal Leakage Rules, EAS Rules, and Registration Rules prior to assuming his/her duties.

11. **Compliance Plan.** For purposes of settling the matters set forth herein, St. George 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 Cable Signal Leakage Rules, EAS Rules, and Registration Rules, St. George shall implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, St. George shall establish Operating Procedures that all Covered Employees must follow to help ensure St. George's compliance with the Cable Signal Leakage Rules, EAS Rules, and Registration Rules. The Compliance Officer shall ensure that St. George will comply with the Commission's requirements concerning technical standards, cable television basic signal leakage criteria, and interference from multi-channel video programming distributors, along with the Commission's requirements

¹³ Response of St. George Cable, Inc., to Tampa Office, South Central Region, Enforcement Bureau at 1-5 (received October 9, 2012) (on file in EB-11-TP-0102).

concerning cable system registration and reporting. The Compliance Officer shall also ensure that St. George complies with the Commission's requirements concerning operational EAS equipment.

- (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 the Cable Signal Leakage Rules, EAS Rules, and Registration Rules, and set forth the Operating Procedures that Covered Employees shall follow to help ensure St. George's compliance with the Cable Signal Leakage Rules, EAS Rules, and Registration Rules. St. George shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. St. George shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program**. St. George shall establish and implement a Compliance Training Program on compliance with the Cable Signal Leakage Rules, EAS Rules, and Registration Rules, and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of St. George's obligation to report any noncompliance with the Cable Signal Leakage Rules, EAS Rules, and Registration Rules, under paragraph 12 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 sixty (60) 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. St. George 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.

12. **Reporting Noncompliance**. St. George shall report any noncompliance with the Cable Signal Leakage Rules, EAS Rules, and Registration Rules, and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that St. George 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 St. George has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Federal Communications Commission, Enforcement Bureau, Office of the Field Director, 445 12th Street, S.W., Washington, DC, 20554, with a copy submitted electronically to SCR-Response@fcc.gov.

13. **Compliance Reports**. St. George shall file Compliance Reports with the Commission ninety (90) calendar 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 St. George's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Cable Signal Leakage Rules, EAS Rules, and Registration Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of St. George, stating that the Compliance Officer has personal knowledge that St. George: (i) has established and implemented the Compliance Plan; and (ii) 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 12 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.¹⁴
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of St. George, 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 St. George 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 St. George 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 Federal Communications Commission, Enforcement Bureau, Office of the Field Director, 445 12th Street, S.W., Washington, DC, 20554, with a copy submitted electronically to SCR-Response@fcc.gov.

14. **Termination Date.** Unless stated otherwise, the requirements of paragraphs 10 through 13 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

15. **Civil Penalty.** In light of St. George's demonstrated financial hardship and subject to the provisions of paragraph 16 below, St. George will pay a civil penalty to the United States Treasury in the amount of two thousand, five hundred dollars (\$2,500) within thirty (30) calendar days of the Effective Date (Civil Penalty). St. George acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the Debt Collection Improvement Act of 1996 (DCIA).¹⁵

16. **Suspended Penalty.** St. George further agrees that, upon an Event of Default (as described below in paragraph 18), it will pay a further civil penalty to the United States Treasury in the amount of two hundred, thirty four thousand dollars (\$234,000) (Additional Civil Penalty) shall also become a "Claim" or "Debt" as defined in Section 3701(b)(1) of the DCIA,¹⁶ and that all procedures for collection of the Additional Civil Penalty may, at the Commission's discretion, be initiated against St. George. In the event St. George shall assign or transfer its cable system to a party not currently affiliated with St. George, the Commission shall not enforce the Civil Penalty against such assignee or transferee.

17. **Payment.** St. George shall send electronic notification of payment to SCR-Response@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, a completed FCC Form 159 (Remittance Advice) must be submitted.¹⁷ When completing the FCC Form 159, enter the NAL/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-

¹⁴ 47 C.F.R. § 1.16.

¹⁵ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996) (DCIA).

¹⁶ *Id.*

¹⁷ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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.

18. **Event of Default.** St. George agrees that an Event of Default shall occur upon (1) the failure to pay the Civil Penalty to the United States Treasury on or before the date specified in paragraph 15; (2) the release of an order within three years of the Effective Date by the Commission, such as a Notice of Apparent Liability for Forfeiture that is uncontested or a Forfeiture Order, finding that St. George or any other entity owned, operated, or controlled by, or under common control with St. George violated the Cable Signal Leakage Rules, EAS Rules, or Registration Rules; or (3) the release of an order by the Commission finding that St. George materially misstated its financial condition in the documents it produced to support its claim of inability to pay.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Upon an Event of Default, all procedures for collection permitted by the DCIA and other provisions of law¹⁸ may, at the Commission's discretion, be initiated and the following shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by St. George: (a) any unpaid Civil Penalties referenced in paragraph 15, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (b) the Additional Civil Penalty referenced in paragraph 16, which shall accrue interest at a rate of the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75 percent per annum from the date of the Event of Default until payment in full; (c) any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717; and (d) any administrative charge(s), including the costs of collection, litigation, and attorneys' fees.

20. **Waivers.** As of the Effective Date, St. George 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. St. George 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 St. George nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and St. George shall waive any statutory right to a trial *de novo*. St. George hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹⁹ relating to the matters addressed in this Consent Decree.

21. **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

¹⁸ See 31 C.F.R. Part 900, *et seq.*

¹⁹ See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.

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.

22. **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.

23. **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, that provision will be superseded by such Rule or Order.

24. **Successors and Assigns**. Unless stated otherwise, St. George agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees in which St. George has an ownership interest, holds any official title, or has any employment or contractual relationship for the provision of services.

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

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

27. **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.

28. **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.

29. **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.

Travis LeBlanc
Chief
Enforcement Bureau

Date

Charles Sumner
President
St. George Cable, Inc.

Date