

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

In the Matter of	)	
	)	File No. EB-FIELDNER-15-00020416
Pentecostal Temple Development Corporation	)	File No. EB-FIELDNER-15-00020418
	)	NAL/Acct. No. 201732400001
	)	FRN: 0008656506
	)	

**ORDER**

**Adopted: September 2, 2020**

**Released: September 3, 2020**

By the Deputy Chief, Enforcement Bureau:

1. Failing to maintain required lighting and marking of antenna structures and failing to notify the Federal Aviation Administration (FAA) of lighting failures can create a risk to aviation safety. Conversely, monitoring these structures on a daily basis is a potentially life-saving measure critical to public safety. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into whether Pentecostal Temple Development Corporation (Pentecostal Temple) violated section 303(q) of the Communications Act of 1934, as amended (Act),<sup>1</sup> and sections 17.23, 17.48(a), and 17.50 of the Commission's rules<sup>2</sup> by failing to properly light two antenna structures, failing to notify the FAA of lighting extinguishments, and failing to clean or repaint the antenna structures as often as necessary to maintain good visibility.<sup>3</sup> To settle this matter, Pentecostal Temple: (a) admits to violating the Act and the Commission's part 17 rules, (b) certifies that each antenna structure registered to it or from which it operates currently complies with the Commission's part 17 rules, (c) agrees to pay a civil penalty of \$1,900, and (d) agrees to enter into a compliance plan. This action will promote aviation safety near antenna structures.

2. 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, terminating the referenced investigation, cancelling the *Notice*<sup>4</sup>, and rescinding the *Forfeiture Order*<sup>5</sup> regarding Pentecostal Temple's failure to comply with the Commission's rules pertaining to the lighting and maintenance of antenna structures under section 303(q) of the Act<sup>6</sup> and sections 17.23, 17.48(a), and 17.50 of the Commission's rules.<sup>7</sup>

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<sup>1</sup> 47 U.S.C. § 303(q).

<sup>2</sup> 47 CFR §§ 17.23, 17.48(a), 17.50.

<sup>3</sup> *Pentecostal Temple Dev. Corp.*, Notice of Apparent Liability for Forfeiture, 31 FCC Rcd 13523 (EB 2016) (*Notice*), *aff'd* *Pentecostal Temple Dev. Corp.*, Forfeiture Order, 34 FCC Rcd 6169 (EB 2019) (*Forfeiture Order*).

<sup>4</sup> *See Notice*, 31 FCC Rcd 13523.

<sup>5</sup> *See Forfeiture Order*, 34 FCC Rcd 6169.

<sup>6</sup> 47 U.S.C. § 303(q).

<sup>7</sup> 47 CFR §§ 17.23, 17.48(a), 17.50.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Pentecostal Temple's basic qualifications to hold or obtain any Commission license or authorization.<sup>8</sup>

4. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) of the Act<sup>9</sup> and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,<sup>10</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**, that the *Forfeiture Order* **IS RESCINDED**, and that the *Notice* **IS CANCELED** in accordance with the terms of the attached Consent Decree.

6. **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 Bishop Loran Mann, President, Pentecostal Temple Development Corporation, 6300 East Liberty Boulevard, Pittsburgh, Pennsylvania 15206, and to Dan J. Alpert, Esq., The Law Office of Dan J. Alpert, 2120 North 21st Road, Arlington, Virginia 22201.

FEDERAL COMMUNICATIONS COMMISSION

Christopher Killion  
Deputy Chief  
Enforcement Bureau

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<sup>8</sup> See 47 CFR § 1.93(b).

<sup>9</sup> 47 U.S.C. §§ 154(i), 503(b).

<sup>10</sup> 47 CFR §§ 0.111, 0.311.

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	)	File No. EB-FIELDNER-15-00020416
Pentecostal Temple Development Corporation	)	File No. EB-FIELDNER-15-00020418
	)	NAL Acct. No. 201732400001
	)	FRN: 0008656506
	)	

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Pentecostal Temple Development Corporation (Pentecostal Temple), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Pentecostal Temple violated section 303(q) of the Act and sections 17.23, 17.48(a), and 17.50 of the Rules<sup>1</sup> by failing to properly light two antenna structures, failing to notify the Federal Aviation Administration (FAA) of lighting extinguishments, and failing to clean or repaint the antenna structures as often as necessary to maintain good visibility. To resolve this matter, Pentecostal Temple: (a) admits to violating the Part 17 Rules, (b) certifies that each antenna structure registered to it or from which it operates currently complies with the Part 17 Rules, (c) agrees to pay a civil penalty of \$1,900, and (d) agrees to enter into a compliance plan. This action will promote aviation safety near antenna structures.

**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.<sup>2</sup>
  - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) “Antenna Structures” means, individually and collectively, the Inspected Antenna Structures, any other antenna structure registered to Pentecostal Temple, and any other antenna structure from which a station licensed to Pentecostal Temple operates.
  - (d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
  - (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 Pentecostal Temple is subject by virtue of its business activities, including but not limited to the Part 17 Rules.
  - (g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 12.

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<sup>1</sup> 47 CFR §§ 17.23, 17.48(a), 17.50.

<sup>2</sup> 47 U.S.C. §§ 151, *et seq.*

- (h) “Covered Employees” means all employees and agents of Pentecostal Temple who perform, supervise, oversee, or manage the performance of, duties that relate to Pentecostal Temple’s responsibilities under the Communications Laws, including the Part 17 Rules.
- (i) “Effective Date” means the date by which both the Bureau and Pentecostal Temple have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) “*Forfeiture Order*” means the *Forfeiture Order* issued to Pentecostal Temple on July 23, 2019, imposing a \$25,000 forfeiture on Pentecostal Temple for violations of the Part 17 Rules.<sup>3</sup>
- (k) “Inspected Antenna Structures” means the antenna structures registered with the Commission and assigned Antenna Structure Registration (ASR) numbers 1026648 and 1026650.
- (l) “Investigation” means the investigation commenced by the Bureau in File Numbers EB-FIELDNER-15-00020416 and EB-FIELDNER-15-00020418 regarding whether Pentecostal Temple violated the Part 17 Rules.
- (m) “NAL Acct No.” means account number 201732400001, associated with payment obligations described in paragraph 16 of this Consent Decree.
- (n) “*Notice*” means the *Notice of Apparent Liability for Forfeiture* issued to Pentecostal Temple on December 30, 2016 proposing a \$25,000 forfeiture for apparent violations of the Part 17 Rules.<sup>4</sup>
- (o) “NOV” means the Notice of Violation issued to Pentecostal Temple on February 9, 2016.<sup>5</sup>
- (p) “NOV Response” means, collectively, Pentecostal Temple’s initial response to the NOV, submitted on March 4, 2016,<sup>6</sup> and its supplemental response, submitted on March 7, 2016.<sup>7</sup>
- (q) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Pentecostal Temple to implement the Compliance Plan.
- (r) “Part 17 Rules” means part 17 of the Rules, section 303(q) of the Act, and any Commission orders related to the marking, lighting, maintenance, monitoring, and registration of antenna structures.
- (s) “Parties” means Pentecostal Temple and the Bureau, each of which is a “Party.”

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<sup>3</sup> *Pentecostal Temple Dev. Corp.*, Forfeiture Order, 34 FCC Rcd 6169 (EB 2019).

<sup>4</sup> *Pentecostal Temple Dev. Corp.*, Notice of Apparent Liability for Forfeiture, 31 FCC Rcd 13523 (EB 2016).

<sup>5</sup> *Pentecostal Temple Dev. Corp.*, Notice of Violation (EB Feb. 9, 2016)  
<https://docs.fcc.gov/public/attachments/DOC-337957A1.pdf>.

<sup>6</sup> Response to NOV, from Bishop Loran Mann, President, Pentecostal Temple Dev. Corp., to David Dombrowski, District Director, Philadelphia Office, FCC Enforcement Bureau (Mar. 4, 2016) (on file in EB-FIELDNER-15-00020416).

<sup>7</sup> Supplemental Response to NOV, from Bishop Loran Mann, President, Pentecostal Temple Dev. Corp., to David Dombrowski, District Director, Philadelphia Office, FCC Enforcement Bureau (Mar. 7, 2016) (on file in EB-FIELDNER-15-00020416).

- (t) “Pentecostal Temple” means Pentecostal Temple Development Corporation and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (u) “Petition” means the petition for reconsideration of the Forfeiture Order submitted by Pentecostal Temple on August 22, 2019.<sup>8</sup>
- (v) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. The Part 17 Rules are designed to ensure that antenna structures do not pose a hazard to aviation safety. Section 303(q) of the Act states that a “permittee or licensee, and the tower owner in any case in which the owner is not the permittee or licensee, shall maintain the painting and/or illumination of the tower as prescribed by the Commission.”<sup>9</sup> Section 17.23 of the Part 17 Rules provides that antenna structures that are subject to the Part 17 Rules “must be painted and lighted in accordance with any painting and lighting requirements prescribed on the antenna structure's registration, or in accordance with any other specifications provided by the Commission.”<sup>10</sup> Section 17.48(a) of the Part 17 Rules requires that owners of antenna structures immediately report to the FAA “any observed or otherwise known extinguishment or improper functioning of any top steady burning light or any flashing obstruction light, regardless of its position on the antenna structure, not corrected within 30 minutes.”<sup>11</sup> Section 17.50 of the Part 17 Rules states that “[a]ntenna structures requiring painting . . . shall be cleaned or repainted as often as necessary to maintain good visibility.”<sup>12</sup>

4. On October 14, 2015, Bureau agents investigated the Inspected Antenna Structures in response to an anonymous complaint about compliance with the Part 17 Rules. The agents observed that the paint on the Inspected Antenna Structures was faded and chipped, significantly reducing the Inspected Antenna Structures’ visibility. On January 5, 2016, an agent returned to the site to further investigate the Inspected Antenna Structures and observed lighting outages at both structures. On February 9, 2016, the Bureau issued the NOV, stating that Pentecostal: (a) failed to clean and repaint the Inspected Antenna Structures as required to maintain good visibility, (b) failed to maintain the required lighting of the Inspected Antenna Structures, and (c) failed to timely notify the FAA of the lighting outage at the tower registered under ASR 1026648. In its NOV Response, Pentecostal Temple explained that it was making arrangements to address the maintenance issues that the Bureau’s agents observed and conceded that it attempted to notify the FAA about the outage at ASR 1026648, only to discover that the Bureau's agents had already filed a notification. Several months later, agents re-inspected the Inspected Antenna Structures to determine whether Pentecostal Temple had taken corrective action. It had not, and the Bureau then issued the *Notice* proposing a \$25,000 forfeiture.<sup>13</sup>

5. As discussed in greater detail in the *Forfeiture Order*, Pentecostal Temple, through counsel, made several procedurally defective attempts to respond to the *Notice* but ultimately made no substantive rebuttal of the *Notice's* findings.<sup>14</sup> Accordingly, on July 23, 2019, the Bureau issued the

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<sup>8</sup> Petition of Pentecostal Temple Dev. Corp. for Reconsideration of Forfeiture Order, File No. EB-FIELDNER-15-00020416 (filed Aug. 22, 2019).

<sup>9</sup> 47 U.S.C. § 303(q).

<sup>10</sup> 47 CFR § 17.23.

<sup>11</sup> 47 CFR § 17.48(a).

<sup>12</sup> 47 CFR § 17.50.

<sup>13</sup> See *Notice*, 31 FCC Rcd at 13523–25. The *Notice* includes a more complete recitation of the facts and history of this case and is incorporated herein by reference.

<sup>14</sup> See *Forfeiture Order*, 34 FCC Rcd at 6169–70.

*Forfeiture Order* in which it imposed the full \$25,000 forfeiture against Pentecostal Temple. On August 22, 2019, Pentecostal Temple submitted its Petition seeking reconsideration of the *Forfeiture Order*. To settle this matter, the Bureau and Pentecostal Temple enter into this Consent Decree and agree to the following terms and conditions.

### III. TERMS OF AGREEMENT

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

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

8. **Effective Date; 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.

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, Pentecostal Temple 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 any new proceeding on its own motion against Pentecostal Temple concerning the matters that were the subject of the Investigation, or to set for hearing the question of Pentecostal Temple's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations concerning those matters.<sup>15</sup>

10. **Admission of Liability; Certification.** Pentecostal Temple admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 9 herein, that its actions that were the subject of the *Notice* violated the Part 17 Rules. Pentecostal Temple further certifies to the Commission that, as of the Effective Date, the Antenna Structures fully comply with the Part 17 Rules.

11. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Pentecostal Temple shall designate a senior corporate manager with the requisite corporate and organizational authority, which may include the Chief Operator of WGBN, McKeesport, Pennsylvania (Fac. ID No. 59695), to serve as a 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 Pentecostal Temple 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 Part 17 Rules prior to assuming his/her duties.

12. **Compliance Plan.** For purposes of settling the matters set forth herein, Pentecostal Temple agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure each Antenna Structure's future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Part 17 Rules, Pentecostal Temple will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Pentecostal Temple shall establish Operating Procedures that all Covered Employees must follow to help ensure Pentecostal Temple's compliance with the Part 17 Rules with respect to each Antenna Structure. Pentecostal Temple's Operating Procedures

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<sup>15</sup> See 47 CFR § 1.93(b).

shall include internal procedures and policies specifically designed to ensure compliance of the lighting system of each Antenna Structure, either by (a) visually inspecting such Antenna Structure once every 24 hours, or (b) providing and properly maintaining an automatic alarm system designed to detect any failure of such lighting system and to provide indication of such failure to Pentecostal Temple. Pentecostal Temple shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Part 17 Rules with respect to each Antenna Structure.

- (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 Part 17 Rules and set forth the Operating Procedures that Covered Employees shall follow with respect to each Antenna Structure to help ensure Pentecostal Temple's compliance with the Part 17 Rules. Pentecostal Temple shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Pentecostal Temple shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Pentecostal Temple shall establish and implement a Compliance Training Program on compliance with the Part 17 Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Pentecostal Temple's obligation to report any noncompliance with the Part 17 Rules 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 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. Pentecostal Temple 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.

13. **Reporting Noncompliance.** Pentecostal Temple shall report any noncompliance with the Part 17 Rules with respect to any Antenna Structure 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 (a) each instance of noncompliance; (b) the steps that Pentecostal Temple has taken or will take to remedy such noncompliance; (c) the schedule on which such remedial actions will be taken; and (d) the steps that Pentecostal Temple has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington DC 20554, with a copy submitted electronically to [matthew.gibson@fcc.gov](mailto:matthew.gibson@fcc.gov) and [field@fcc.gov](mailto:field@fcc.gov).

14. **Compliance Reports.** Pentecostal Temple 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 Pentecostal Temple's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Part 17 Rules with respect to the Antenna Structures. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Pentecostal Temple, stating that the

Compliance Officer has personal knowledge that Pentecostal Temple: (a) has established and implemented the Compliance Plan; (b) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (c) 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.
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Pentecostal Temple, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully:
  - (a) with respect to any Antenna Structure, each instance of noncompliance with the terms and conditions of this Consent Decree or the Part 17 Rules; (b) the steps that Pentecostal Temple has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (c) the steps that Pentecostal Temple 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 Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington DC 20554, with a copy submitted electronically to [matthew.gibson@fcc.gov](mailto:matthew.gibson@fcc.gov) and [field@fcc.gov](mailto:field@fcc.gov).

15. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 11 through 14 of this Consent Decree shall expire on the later of (a) the submission of the final compliance report contemplated in paragraph 14, and (b) thirty-six (36) months after the Effective Date.

16. **Civil Penalty.** Pentecostal Temple will pay a civil penalty to the United States Treasury in the amount of One Thousand, Nine Hundred Dollars (\$1,900) within thirty (30) calendar days of the Effective Date. Pentecostal Temple acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>16</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Pentecostal Temple shall send electronic notification of payment to [matthew.gibson@fcc.gov](mailto:matthew.gibson@fcc.gov) and [field@fcc.gov](mailto:field@fcc.gov) on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),<sup>17</sup> or by wire transfer. The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>18</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as

<sup>16</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>17</sup> Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

<sup>18</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).<sup>19</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu, and select the bill number associated with the NAL Acct. No. – the bill number is the NAL Acct. No. with the first two digits excluded – and then choose the “Pay by Credit Card” option. IMPORTANT NOTE: there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu and then select the bill number associated with the NAL Acct. No. – the bill number is the NAL Acct. No. with the first two digits excluded (e.g., NAL 1912345678 = FCC bill Number 12345678) – and choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

17. **Event of Default.** Pentecostal Temple agrees that an Event of Default shall occur upon the failure by Pentecostal Temple to pay the full amount of the Civil Penalty 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%, 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 Pentecostal Temple.

19. **Waivers.** As of the Effective Date, Pentecostal Temple 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. Pentecostal Temple 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 Pentecostal Temple nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Pentecostal Temple shall waive any statutory right to a trial *de novo*. Pentecostal Temple hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>20</sup> 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

<sup>19</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>20</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

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 Pentecostal Temple does not expressly consent) that provision will be superseded by such Rule or order.

23. **Successors and Assigns.** Pentecostal Temple 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 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.

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Christopher Killion  
Deputy Chief  
Enforcement Bureau

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Date

\_\_\_\_\_  
Loran Mann  
President  
Pentecostal Temple Development Corporation

\_\_\_\_\_  
Date