

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

In the Matter of )
SPB, LLC ) File No.: EB-FIELDSCR-18-00026264
Owner of Antenna Structures 1051857, 1051858 ) CD Acct. No.: 202232020001
and 1051859 ) FRN: 0017051509
Greenwood, Mississippi )

ORDER

Adopted: November 12, 2021

Released: November 12, 2021

By the Deputy 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 SPB, LLC (SPB) violated the Communications Act of 1934, as amended (Act) and the Commission’s Antenna Structure rules. These laws ensure that antenna structures do not pose a hazard to air traffic. SPB admitted to the violations.1 SBP submitted financial documentation to the Enforcement Bureau, including federal tax returns for the years 2018-2020, to support a reduction of the Consent Decree’s civil penalty, based upon SBP’s limited ability to pay. The \$1,400 civil penalty set forth in the Consent Decree reflects consideration of SBP’s demonstrated inability to pay the otherwise required amount. To settle this matter, SPB admits that it failed to light an antenna structure in accordance with the Act and the Commission’s rules, will implement a compliance plan, and will pay a \$1,400 civil penalty.

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 and resolving the investigation regarding SPB’s compliance with section 303(q) of the Communications Act of 1934, as amended (Act)2, and sections 17.23, 17.47 and 17.57 of the Commission’s rules (Rules).3

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

4. Accordingly, IT IS ORDERED that, pursuant to sections 4(i), and 503(b) of the Act5 and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,6 the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

5. IT IS FURTHER ORDERED that the above-captioned matter IS TERMINATED in accordance with the terms of the attached Consent Decree.

1 SPB, LLC, Response to Notice of Violation (Sept. 7, 2018) (on file in EB-FIELDSCR-18-00026264).

2 47 U.S.C. § 303(q).

3 47 CFR §§ 17.23, 17.47, 17.57.

4 See 47 CFR § 1.93(b).

5 47 U.S.C. §§ 154(i), 503(b).

6 47 CFR §§ 0.111, 0.311.

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 SPB, LLC, 699 Matson Road, Columbus, MS, 39705-9102.

FEDERAL COMMUNICATIONS COMMISSION

Michael Carowitz  
Deputy Chief  
Enforcement Bureau

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Owner of Antenna Structures 1051857, 1051858 ) CD Acct. No.: 202232020001
and 1051859 ) FRN: 0017051509
Greenwood, Mississippi )

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and SPB, LLC (SPB), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether SPB violated section 303(q) of the Communications Act of 1934, as amended (Act),<sup>1</sup> and section 17.23 of the Commission’s rules (Rules)<sup>2</sup> in connection with SPB failing to maintain the required lighting on an antenna structure. To resolve this matter, SPB (a) admits to violating section 303(q) of the Act and section 17.23 of the Rules, (b) agrees to pay a civil penalty of \$1,400, and (c) agrees to enter into a compliance plan.

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>3</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 Structure Rules” means section 303(q) of the Communications Act of 1934, as amended, and sections 17.23, 17.47 and 17.57 of the Commission’s rules.
(d) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
(e) “CD Acct No.” means account number 202232020001, associated with payment obligations described in paragraph 15 of this Consent Decree.
(f) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which SPB is subject by virtue of its business activities, including but not limited to the Antenna Structure Rules.
(h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 11.

<sup>1</sup> 47 U.S.C. § 303(q).
<sup>2</sup> 47 CFR § 17.23
<sup>3</sup> 47 U.S.C. § 151 et seq.

- (i) “Covered Employees” means all employees and agents of SPB who perform, supervise, oversee, or manage the performance of, duties that relate to SPB’s responsibilities under the Communications Laws, including the Antenna Structure Rules.
- (j) “SPB” means SPB, LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (k) “Effective Date” means the date by which both the Bureau and SPB have signed the Consent Decree and the Bureau has released an Adopting Order.
- (l) “Investigation” means the investigation commenced by the Bureau in EB-FIELDSCR-18-00026264 regarding whether SPB violated the Antenna Structure Rules.
- (m) “Operating Procedures” means the standard internal operating procedures and compliance policies established by SPB to implement the Compliance Plan.
- (n) “Parties” means SPB and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.

## II. BACKGROUND

3. *Legal Framework.* 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.” Section 17.23 of the Rules states that “[u]nless otherwise specified by the Commission, each new or altered antenna structure must conform to the FAA’s painting and lighting specifications set forth in the FAA’s final determination of ‘no hazard’ and the associated FAA study for that particular structure. For purposes of this section, any specifications, standards, and general requirements set forth by the FAA in the structure’s determination of ‘no hazard’ and the associated FAA study are mandatory. Additionally, each antenna structure 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>4</sup> Section 17.47 of the Rules states that “[t]he owner of any antenna structure which is registered with the Commission and has been assigned lighting specifications referenced in this part [s]hall make an observation of the antenna structure’s lights at least once each 24 hours either visually or by observing an automatic properly maintained indicator designed to register any failure of such lights, to insure that all such lights are functioning properly as required; or alternatively [s]hall provide and properly maintain an automatic alarm system designed to detect any failure of such lights and to provide indication of such failure to the owner.” Section 17.57 of the Rules states that the owner of an antenna structure must “immediately notify the Commission using FCC Form 854 upon any change in structure height or change in ownership information.”<sup>5</sup>

4. *Factual Background.* On March 5, 2018, a Commission Field Agent began investigating a report of extinguished tower lighting at the transmission site for WABG-AM, an AM radio station owned by SPB located in Greenwood, MS. The Agent determined that the required lighting on antenna structure 1051859, owned by SPB, was not operational. On June 27, 2018, the Agent returned and again observed that antenna structure 1051859 was unlit. On July 16, 2018, the Enforcement Bureau sent a

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<sup>4</sup> 47 CFR § 17.47.

<sup>5</sup> 47 CFR § 17.57.

Notice of Violation to the registered owner of antenna structure 1051859.<sup>6</sup> On September 7, 2018 SPB responded to the NOV stating that it was aware of the outage and was working to repair the lighting on its tower.<sup>7</sup> On January 11, 2021 SPB sent a letter to the Commission stating that the issue with its tower lighting had been resolved.<sup>8</sup> During the course of the investigation, the Bureau also determined that SPB failed to inform the Commission of a change in ownership when it acquired antenna structures 1051857, 1051858 and 1051859.<sup>9</sup> On July 12 and 14, 2021, SBP submitted financial documentation to the Enforcement Bureau, including federal tax returns for the years 2018-2020, to support a reduction of the Consent Decree's civil penalty, based upon SBP's limited ability to pay.<sup>10</sup> The Parties subsequently entered into settlement discussions and agree to the terms and conditions of 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.

6. **Jurisdiction.** SPB 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, SPB 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 SPB concerning the matters that were the subject of the Investigation, or to set for hearing the question of SPB's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.<sup>11</sup>

9. **Admission of Liability.** SPB 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 its actions described in paragraph 4 that it violated the Antenna Structure Rules.

10. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, SPB 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 the

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<sup>6</sup> See *Greenwood Broadcasting Group*, Notice of Violation, EB-FIELDSCR-18-00026264, 2018 WL 345506 (EB July 16, 2018) (NOV). Greenwood Broadcasting Group is the previous owner of antenna structure 1051859 and was listed as the owner in the Commission's Antenna Structure Registration database at the time of the NOV. Upon receipt of the NOV, Greenwood forwarded the NOV to SPB, LLC for a response.

<sup>7</sup> See Letter from Bennie J. Wells, owner WABG-AM, to Ronald Ramage, Director Region Two, Enforcement Bureau (Sept. 7, 2018) (on file EB-FIELDSCR-18-00026264).

<sup>8</sup> See Letter from Bennie J. Wells, owner WABG-AM, to Dedrick Roybiskie, Enforcement Bureau (Jan. 11, 2018) (on file EB-FIELDSCR-18-00026264).

<sup>9</sup> See 47 CFR § 17.57. The Commission's Antenna Structure Registration database currently lists the previous owner, Greenwood Broadcasting, as the owner of these antenna structures. See FCC, Antenna Structure Registration database, <https://wireless2.fcc.gov/UlsApp/AsrSearch/asrAdvancedSearch.jsp> (last visited Oct. 5, 2021).

<sup>10</sup> The \$1,400 civil penalty set forth in the Consent Decree reflects consideration of SBP's demonstrated inability to pay the otherwise required amount.

<sup>11</sup> See 47 CFR § 1.93(b).

Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that SPB 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 Antenna Structure Rules prior to assuming his/her duties.

11. **Compliance Plan.** For purposes of settling the matters set forth herein, SPB 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 Antenna Structure Rules, SPB will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, SPB shall establish Operating Procedures that all Covered Employees must follow to help ensure SPB's compliance with the Antenna Structure Rules. SPB's Operating Procedures shall include internal procedures and policies specifically designed to ensure that it complies with the Antenna Structure Rules. SPB shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Antenna Structure Rules. In furtherance of its obligations under section 17.47 of the Rules, SPB agrees to create a log of its daily tower observations indicating that the required lighting on Antenna Structure 1051859 is functional. SPB agrees to include this log with each compliance report submitted pursuant to paragraph 13. In lieu of providing this log, SPB may submit a statement with each compliance report indicating that it has provided and properly maintained an automatic alarm system for Antenna Structure 1051859 designed to detect any failure of the required lighting on Antenna Structure 1051859 and to provide indication of such failure to SPB. Finally, within thirty (30) calendar days after the Effective Date, SPB must file an ownership change in the Commission's Antenna Structure Registration (ASR) system for antenna structures 1051857, 1051858 and 1051859.<sup>12</sup>
- (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 Antenna Structure Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure SPB's compliance with the Antenna Structure Rules. SPB shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. SPB shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** SPB shall establish and implement a Compliance Training Program on compliance with the Antenna Structure Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of SPB's obligation to report any noncompliance with the Antenna Structure 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

<sup>12</sup> Instructions to file an antenna structure ownership change can be found on the Commission's website at <https://docs.fcc.gov/public/attachments/DA-19-69A1.pdf>. See *New Procedure For Reporting Ownership Changes In The Antenna Structure Registration System To Be Implemented February 14, 2019*, Public Notice, 34 FCC Rcd 314 (WTB 2019).

becomes a Covered Employee. SPB 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.

12. **Reporting Noncompliance.** SPB shall report any noncompliance with the Antenna Structure 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 SPB 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 SPB 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, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to [field@fcc.gov](mailto:field@fcc.gov) and David Marks at [david.marks@fcc.gov](mailto:david.marks@fcc.gov).

13. **Compliance Reports.** SPB 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 SPB's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Antenna Structure Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of SPB, stating that the Compliance Officer has personal knowledge that SPB: (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 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.<sup>13</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of SPB, 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 SPB 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 SPB 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 shall be submitted to the Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 45 L Street NE, Washington, DC 20554, with a copy submitted electronically to [field@fcc.gov](mailto:field@fcc.gov) and David Marks at [david.marks@fcc.gov](mailto:david.marks@fcc.gov).

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

15. **Civil Penalty.** SPB will pay a civil penalty to the United States Treasury in the amount of One Thousand Four Hundred Dollars (\$1,400). Such payment shall be made in one (1) initial

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<sup>13</sup> 47 CFR § 1.16.

installment payment in the amount of Thirty-Five Dollars (\$35) and thirty-five (35) equal installments in the amount of Thirty-Nine Dollars (\$39). The Initial Installment Payment in the amount of Thirty-Five Dollars (\$35) is due within thirty (30) days of the Effective Date. Thereafter, subsequent Installment Payments of Thirty-Nine Dollars (\$39) will be due on be due and payable monthly on or before the 20th of each month for thirty-five (35) months. SPB 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).<sup>14</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. SPB shall send electronic notification of payment to [field@fcc.gov](mailto:field@fcc.gov), David Marks at [david.marks@fcc.gov](mailto:david.marks@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>15</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>16</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 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>17</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 CD Acct. No. – the bill number is the CD 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 CD Acct. No. – the bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 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.

16. **Event of Default.** SPB agrees that an Event of Default shall occur upon (a) the failure by SPB to pay the full amount of the Civil Penalty or any Installment Payment on or before the due date specified in this Consent Decree, or (b) the release of an order by the Commission finding that SPB

<sup>14</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>15</sup> Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

<sup>16</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).

<sup>17</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.



materially misstated its financial condition in the documents produced to support SBP's claim of inability to pay.

17. **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 or any Installment Payment 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 or any Installment Payment, 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 SPB.

18. **Waivers.** As of the Effective Date, SPB 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. SPB 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 SPB nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and SPB shall waive any statutory right to a trial *de novo*. SPB hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>18</sup> relating to the matters addressed in this Consent Decree.

19. **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.

20. **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.

21. **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 SPB does not expressly consent) that provision will be superseded by such Rule or order.

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

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

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

25. **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.

26. **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.

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<sup>18</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

27. **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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Michael Carowitz  
Deputy Chief  
Enforcement Bureau

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Date

\_\_\_\_\_  
Bennie J. Wells  
Owner  
SPB, LLC

\_\_\_\_\_  
Date