

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
The Athenian Multicultural Study Club) File No.: EB-IHD-20-00030893
) CD Acct. No.: 202132080012
) FRN: 0023023534
Licensee of Low Power FM Station)
WPLP-LP, Athens, Georgia) Facility ID No.: 193254

ORDER

Adopted: January 19, 2021

Released: January 19, 2021

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau of the Federal Communications Commission (Commission or FCC) has entered into a Consent Decree to resolve the Commission’s investigation into whether The Athenian Multicultural Study Club (Athenian or Licensee), licensee of low power FM (LPFM) station WPLP-LP, Athens, Georgia (Station or WPLP-LP), violated the Commission’s underwriting laws by broadcasting announcements on behalf of for-profit entities in exchange for consideration. The Commission adopted such rules and procedures to preserve the unique non-profit and locally oriented nature of LPFM stations. To settle this matter, Athenian admits that it broadcast prohibited commercial advertisements in exchange for consideration. Athenian agrees to implement a compliance plan and pay a \$10,000 civil penalty.¹

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 terminating the referenced investigation regarding Athenian’s compliance with section 399B of the Communications Act of 1934, as amended (Act), and section 73.503(d) of the Commission’s rules (collectively, the Underwriting Laws).²

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

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act⁴ and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules,⁵ the attached Consent Decree IS ADOPTED, and its terms incorporated by reference.

5. IT IS FURTHER ORDERED that the above-captioned matter IS TERMINATED.

¹ Athenian submitted financial documentation to the Enforcement Bureau, including federal tax returns for the years 2017-2019, to support a reduction of the Consent Decree’s civil penalty, based upon Athenian’s limited ability to pay. The \$10,000 civil penalty set forth in the Consent Decree reflects consideration of Athenian’s demonstrated inability to pay the otherwise required amount.

² 47 U.S.C. § 399b, 47 CFR § 73.503(d).

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. § 154(i).

⁵ 47 CFR §§ 0.111, 0.311.

6. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against Athenian and/or its Station, related to the above-captioned investigation, that are pending before the Enforcement Bureau as of the date of this Consent Decree, **ARE DISMISSED**.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent via e-mail to Paul Francis, President, The Athenian Multicultural Study Club, at paulfrancis@bulldogathens.com.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

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The Athenian Multicultural Study Club)	File No.: EB-IHD-20-00030893
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)	FRN: 0023023534
Licensee of Low Power FM Station)	
WPLP-LP, Athens, Georgia)	Facility ID No. 193254

CONSENT DECREE

1. Noncommercial educational (NCE) broadcast stations, including low power FM (LPFM) stations, provide a unique service to the public. LPFM stations allow the public to enjoy a radio service that is both commercial free and distinctly oriented to the local communities of the stations’ listeners. Because of their unique and non-profit nature, the Federal Communications Commission has given special regulatory consideration to NCE and LPFM stations, reserving spectrum for NCE stations, imposing fewer regulatory requirements, and exempting them from annual regulatory fees. That flexibility, however, is not unlimited. Accordingly, the FCC has long prohibited NCE stations from airing commercial advertisements.

2. As part of the Commission’s obligation to prevent such violations, the Enforcement Bureau and The Athenian Multicultural Study Club (Athenian or Licensee), licensee of LPFM station WPLP-LP, Athens, Georgia (Station or WPLP-LP), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether Athenian violated section 399B of the Communications Act of 1934, as amended (Act), and section 73.503(d) of the Commission’s rules (collectively, the Underwriting Laws),¹ by airing commercial advertisements. As set forth herein, Athenian agrees to implement a compliance plan and pay a \$10,000 civil penalty. This action will spare Commission resources and help ensure Licensee’s compliance with the Underwriting Laws.

I. DEFINITIONS

3. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.²
 - (b) “Adopting Order” means an order of the Enforcement Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Athenian” or “Licensee” means The Athenian Multicultural Study Club and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
 - (d) “CD Acct. No.” means account number 202132080012, associated with payment obligations described in Paragraph 18 of this Consent Decree.
 - (e) “Commission” and “FCC” mean the Federal Communications Commission and all its bureaus and offices.
 - (f) “Communications Laws” means collectively, the Act, the Rules, and the published

¹ 47 U.S.C. § 399b, 47 CFR § 73.503(d).

² 47 U.S.C. § 151 *et seq.*

and promulgated orders and decisions of the Commission to which Athenian is subject by virtue of its being a Commission licensee, including but not limited to the Underwriting Laws.

- (g) “Complaint” means the third-party submissions received by the Enforcement Bureau, dated Oct. 22, 2019, on file in EB-IHD-20-00030893, alleging violations of the Underwriting Laws.
- (h) “Compliance Officer” means the individual designated in Paragraph 13 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (i) “Compliance Plan” means the compliance obligations, programs, and procedures described in this Consent Decree at Paragraph 14.
- (j) “Covered Employee” means all Licensee employees and agents, including but not limited to volunteers, who perform, or supervise, oversee, or manage the performance of duties related to Licensee’s responsibilities under the Communications Laws.
- (k) “Effective Date” means the date by which both the Enforcement Bureau and Athenian have signed the Consent Decree.
- (l) “Investigation” means the investigation commenced by the Enforcement Bureau in EB-IHD-20-00030893, regarding Athenian’s compliance with the Communications Laws, including the Underwriting Laws.
- (m) “Parties” means Athenian and the Enforcement Bureau, each of which is a “Party.”
- (n) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (o) “Station” means WPLP-LP.
- (p) “Underwriting Announcement” means any announcement, message, or other program material, broadcast over the Station licensed to Athenian, or by any of its successors, assigns, or transferees, made in exchange for consideration, on behalf of any for-profit entity.
- (q) “Underwriting Compliance Checklist” means the obligation under Paragraph 14(c) that describes the steps that a Covered Employee must follow to ensure that all material approved for broadcast is consistent with relevant past Commission precedent regarding the Underwriting Laws.
- (r) “Underwriting Laws” means, individually or collectively, section 399B of the Act, and section 73.503(d) of the Commission’s rules,³ and the decisions and orders of the Commission interpreting these provisions.
- (s) “Underwriting Operating Procedures” means the standard, internal operating procedures and compliance policies established by Athenian to implement the Compliance Plan.
- (t) “WPLP-LP” means low power FM station WPLP-LP, Athens, Georgia (Facility Identification Number 193254), licensed to The Athenian Multicultural Study Club.

II. BACKGROUND

4. *Legal Framework.* The Underwriting Laws define an “advertisement” as programming material broadcast “in exchange for any remuneration” and intended to “promote any service, facility, or

³ 47 U.S.C. § 399b; 47 CFR § 73.503(d).

product” of for-profit entities.⁴ Section 399B(b)(2) of the Act specifically provides that noncommercial educational stations may not broadcast advertisements.⁵ Although contributors of funds to such stations may receive on-air acknowledgements of their support, the Commission has held that such acknowledgements may be for identification purposes only, and must not promote the contributors’ products, services, or businesses.⁶ Specifically, such announcements must not contain comparative or qualitative descriptions, price information, calls to action, or inducements to buy, sell, rent, or lease.⁷

5. *Factual Background.* The Commission received a complaint alleging that on May 13, 2019, Athenian broadcast prohibited advertisements on WPLP-LP, in violation of the Underwriting Laws.⁸ The Complaint provided audio samples of advertisements allegedly broadcast and recorded that day.⁹ On April 27, 2020, the Enforcement Bureau issued a letter of inquiry to Athenian,¹⁰ to which Athenian responded on May 26, 2020.¹¹

6. In its LOI Response, Athenian’s counsel acknowledged that the Licensee broadcast underwriting announcements on behalf of for-profit entities in exchange for remuneration, during the relevant period of May 1, 2019 to April 27, 2020.¹² The information submitted by Athenian revealed that in the 12 months before receiving the LOI, Athenian aired 9 announcements with prohibited promotional references which employed comparative and/or qualitative language to describe products or services, calls to action and/or the solicitation of future contact, used pricing language and/or offered inducements to do business, and employed “menu listings” (e.g., excessive arrayal) of products or services.¹³

7. To resolve the Enforcement Bureau’s Investigation, the Parties agreed to enter into this Consent Decree. On October 31, 2020, Athenian submitted financial documentation to the Enforcement Bureau, including federal tax returns for the years 2017-2019, to support a reduction of the Consent Decree’s civil penalty based upon Athenian’s limited ability to pay.¹⁴ The civil penalty set forth in this Consent Decree reflects consideration of Athenian’s documented inability to pay.

⁴ 47 U.S.C. § 399b(a).

⁵ 47 U.S.C. § 399b(b)(2); *see also* 47 CFR § 73.503(d); 73.801 (applying 73.503(d) to low power FM stations).

⁶ *See* Noncommercial Educational Broadcasting Service; Clarification of Underwriting Guidelines, 51 Fed. Reg. 21800 (June 16, 1986), *republished*, *Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Public Notice, 7 FCC Rcd 827, 828 (1992) (*Enhanced Underwriting Policy*), citing *Commission Policy Concerning the Noncommercial Nature of Educational Broadcasting Stations*, Memorandum Opinion and Order, 90 FCC 2d 895, 907 (1982) (*1982 Order*).

⁷ *Enhanced Underwriting Policy*; *see Xavier University*, Memorandum Opinion and Order, 5 FCC Rcd 4920, 4921, para. 6 (1990) (citing *1982 Order*).

⁸ Complaint No. 3613488-1 (Oct. 22, 2019) (on file in EB-IHD-20-00030893) (Complaint).

⁹ *Id.*

¹⁰ Letter from Christopher J. Sova, Deputy Chief, Investigations and Hearings Division, FCC Enforcement Bureau to Paul Francis, President of Athenian (Apr. 27, 2020) (on file in EB-IHD-20-00030893) (LOI).

¹¹ Letter from Michael W. Richards, Counsel to Licensee, to Anya Baez, Attorney Advisor, Investigations and Hearings Division, FCC Enforcement Bureau (May 26, 2020) (on file in EB-IHD-20-00030893) (LOI Response).

¹² LOI Response.

¹³ *Id.*

¹⁴ E-mail from Paul Francis, President of Athenian, to Anya Baez, Attorney Advisor, FCC Enforcement Bureau (Oct. 31, 2020, 17:20 EDT) (on file in EB-IHD-20-00030893); E-mail from Robin Benson, Station’s Program Coordinator, attaching affirmation by Paul Francis, President of Athenian, to Anya Baez, Attorney Advisor, FCC Enforcement Bureau (Nov. 2, 2020, 14:09 EDT) (on file in EB-IHD-20-00030893).

III. TERMS OF AGREEMENT

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

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

10. **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.

11. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Enforcement Bureau agrees to terminate the Investigation and dismiss the Complaints. In consideration for the termination of the Investigation and dismissal of the Complaints, Athenian agrees to the terms, conditions, and procedures contained herein. The Enforcement 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 Athenian concerning the matters that were the subject of the Investigation. The Enforcement Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against Athenian with respect to its basic qualifications, including its character qualifications, to be a Commission licensee or hold Commission licenses or authorizations concerning those matters.

12. **Admission of Liability.** Athenian admits, in express reliance on the provisions of Paragraph 11 herein, that its actions referenced in the Complaint and described in Paragraphs 5-6 herein violated the Commission's Underwriting Laws.

13. **Compliance Officer.** Within fourteen (14) calendar days after the Effective Date, Athenian shall designate an FCC regulatory counsel or other suitably trained party with the requisite corporate and organizational authority and substantive knowledge to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Athenian complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Underwriting Laws before assuming his/her duties.

14. **Compliance Plan.** Athenian shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure its immediate compliance with the Communications Laws and with the terms and conditions of this Consent Decree.

- (a) **Consultation with Counsel.** If the Compliance Officer is not an FCC regulatory counsel, Athenian shall consult with outside counsel regarding Athenian's overall compliance with the Underwriting Laws, including a review by such counsel of a representative sample of underwriting announcements broadcast by the Station over the prior six month period, and a review of the Compliance Plan. Athenian shall in consultation with, and under the direction of, counsel create and implement the Compliance Plan, Underwriting Compliance Notification, Operating Procedures, Compliance Manual, Training Program, and Education Program, as required by this Paragraph 14. Counsel shall prepare and submit the initial Compliance Report, due ninety (90) calendar days after the Effective Date. Thereafter, additional consultations with counsel shall occur on a semi-annual basis, or more frequently as

needed, to ensure Athenian's compliance with the terms of this Consent Decree.

- (b) **Underwriting Compliance Notification**. Within five (5) business days of the Effective Date, Athenian shall immediately notify and distribute to Covered Employees at the Station, notice of the requirements of this Paragraph 14. The Notification shall explain the Underwriting Laws that the Covered Employees shall follow.
- i. Athenian shall provide a copy of such Compliance Notification to the Enforcement Bureau within seven (7) business days from the Effective Date.
 - ii. Every thirty (30) days from the Effective Date, Athenian shall review its Compliance Notification, and provide any updates or amendments thereto, to all Covered Employees.
- (c) **Underwriting Operating Procedures**. Within sixty (60) calendar days of the Effective Date, Athenian shall establish Operating Procedures that all Covered Employees must follow to help ensure Athenian's compliance with the Communications Laws, including the Underwriting Laws. Athenian's Underwriting Operating Procedures shall include internal procedures and policies specifically designed to ensure that Athenian complies with the Underwriting Laws.
- i. Athenian shall use a multi-level review procedure for underwriting content to be aired on the Station. The Compliance Officer, or a management-level employee of Athenian directly supervised by the Compliance Officer, shall review all scripts of Underwriting Announcements prior to broadcast.
 - ii. Athenian shall develop an Underwriting Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that all material approved for broadcast is consistent with relevant past Commission precedent regarding the Underwriting Laws.
- (d) **Underwriting Compliance Manual**. Within sixty (60) calendar days of the Effective Date, Athenian shall develop and distribute a Compliance Manual to all Covered Employees.
- i. The Underwriting Compliance Manual shall explain the Underwriting Laws, and set forth the Underwriting Operating Procedures that the Covered Employees shall follow to help ensure Athenian's compliance with the Communications Laws.
 - ii. Athenian shall periodically review and revise the Underwriting Compliance Manual as necessary to ensure the information set forth therein remains current and accurate.
 - iii. Athenian shall distribute any revisions to the Underwriting Compliance Manual to all Covered Employees within three (3) business days of any updated revisions.
- (e) **Underwriting Compliance Training Program**. Within sixty (60) calendar days of the Effective Date, Athenian shall establish an Underwriting Compliance Training Program in compliance with the Underwriting Laws and the Underwriting Operating Procedures that Athenian will follow immediately following the Compliance Plan as stated in this Paragraph 14.
- i. Covered Employees shall be advised of Athenian's obligation to report any noncompliance with the Underwriting Laws, under Paragraph 15 of

this Consent Decree, and shall be instructed on how to disclose noncompliance to the Compliance Officer.

- ii. All Covered Employees shall be trained pursuant to the Underwriting Compliance Training Program within ninety (90) calendar days after the Effective Date, except that any person who becomes a Covered Employee at any time after the initial Underwriting Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee.
 - iii. Athenian shall repeat compliance training on an annual basis and shall periodically review and revise the Underwriting Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.
- (f) **Underwriting Compliance Education Program.** Within sixty (60) calendar days of the Effective Date, Athenian shall implement and maintain a plan to educate prospective for-profit underwriters about appropriate underwriting content and about how Athenian incorporates such underwriting content in the announcements that it prepares for underwriter approval and eventual broadcast over the Station. To that end, Athenian shall summarize the Underwriting Laws for each prospective for-profit client before accepting any contract with a prospective for-profit client to air Underwriting Announcements over the Station and shall prepare the Underwriting Announcement for the underwriter's review. Athenian shall not broadcast over the Station any announcement that does not comply with the Underwriting Laws.

15. **Reporting Noncompliance.** Commencing as of the Effective Date, Athenian shall report any noncompliance with the Underwriting Laws, 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 Athenian has taken or will take to address such noncompliance; (iii) the schedule on which such actions will be taken; and (iv) the steps that Athenian has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Anya Baez at Anya.Baez@fcc.gov.

16. **Compliance Reports.** Athenian 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, thirty-six (36) months after the Effective Date, forty-eight (48) months after the Effective Date, and sixty (60) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Athenian's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Underwriting Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent and on behalf of Athenian, stating that the Compliance Officer has personal knowledge that Athenian: (i) has established and implemented the Compliance Plan; (ii) has utilized the Underwriting 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 Paragraphs 14 and 15 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.¹⁵

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent and on behalf of Athenian, 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 Athenian has taken or will take to address such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Athenian has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Anya Baez at Anya.Baez@fcc.gov.

17. **Termination Date.** Unless stated otherwise, the requirements set forth in Paragraphs 13 through 16 of this Consent Decree shall expire sixty (60) months after the Effective Date.

18. **Civil Penalty.** Athenian shall pay a civil penalty to the United States Treasury in the amount of ten thousand dollars (\$10,000). Such payment shall be made in monthly installments (each an Installment Payment). The first Installment Payment in the amount of \$1,500 is due within ten business days after the Effective Date. Thereafter, subsequent Installment Payments of \$500 will be due on the first day of each subsequent month thereafter, until the civil penalty has been paid in full. Athenian 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).¹⁶ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Athenian shall send electronic notification of payment on the date said payment is made to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 45 L Street, NE, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Christopher J. Sova at Christopher.Sova@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Anya Baez at Anya.Baez@fcc.gov. 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),¹⁷ 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:¹⁸

- 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 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

¹⁵ See 47 CFR § 1.16.

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

¹⁷ Payments made using the Commission’s Fee Filer system do not require the submission of an FCC Form 159.

¹⁸ 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.

type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹⁹ 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 Account No. – the bill number is the CD Account No. with the first two digits excluded – and then choose the "Pay by Credit Card" option. Please note that 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 to the CD Account No. – the bill number is the CD Account No. with the first two digits excluded – 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.

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

20. **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 Athenian.

21. **Subsequent Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints filed pursuant to the Underwriting Laws, against Athenian or its affiliates for alleged violations of the Act or the Rules or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaints will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Licensee with the Act or the Rules.

22. **Waivers.** As of the Effective Date, Athenian 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. Athenian 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 Athenian nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Athenian shall waive any statutory right to a trial *de novo*.

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

Athenian hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act²⁰ relating to the matters addressed in this Consent Decree.

23. **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.

24. **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.

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

26. **Successors, Assigns, and Transferees**. Athenian agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees for the duration of the agreement.

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

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

29. **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.

30. **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.

²⁰ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

31. **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.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

Paul Francis
President
The Athenian Multicultural Study Club

Date