

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

In the Matter of)	
)	
Maine Family Broadcasting, Inc.)	File No.: EB-TCD-21-00033078
)	CD Acct. No.: 202432170001
Licensee of WBGR-LD)	FRN: 0005004064
Bangor/Dedham, Maine)	
Facility ID Number: 33959)	

ORDER

Adopted: March 14, 2024

Released: March 14, 2024

By the Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether Maine Family Broadcasting, Inc. (MFB), licensee of WBGR-LD, Bangor/Delham, Maine, violated section 79.1(c) by failing to pass through closed captioning on video programming received with captions and section 1.17 for failing to provide complete and timely answers to the Bureau’s inquiries. Closed captioning on programming provides individuals who are deaf or hard-of-hearing vital access to news, entertainment, and information. The closed captioning rules ensure that video programming distributors take the necessary measures to make closed captioning in programming available to consumers. To settle this matter, MFB admits that it failed to pass through captioning on video programming, will implement a compliance plan to ensure that captioning is passed through to consumers intact, and will pay a \$2,500 civil penalty, which can become a \$15,000 civil penalty in the event that MFB violates provisions of the Consent Decree.

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 MFB’s compliance with section 79.1 of the Commission’s rules.¹

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of MFB’s basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act, 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission’s rules, 47 CFR §§ 0.111, 0.311, 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 47 CFR § 79.1.

² See *id.* § 1.93(b).

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 James W. McLeod, President, Maine Family Broadcasting, LLC, 2881 Ohio St., Suite 6, Bangor, ME 04401.

FEDERAL COMMUNICATIONS COMMISSION

Loyaan A. Egal
Chief
Enforcement Bureau

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission (FCC or Commission) and Maine Family Broadcasting, Inc. (MFB), licensee of low power television station WBGR-LD (WBGR), Bangor/Maine, by their authorized representatives hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into WBGR’s violation of the Commission’s rules related to video programming. The Enforcement Bureau has determined that WBGR engaged in practices that violate section 79.1(c) of the Commission’s rules (Rules). MFB also failed to provide complete and timely answers to the Bureau’s inquiries in violation of section 1.17 of the Rules. To resolve this matter, MFB agrees to implement a compliance plan that ensures closed captioning is transmitted to consumers intact and pay a \$2,500 civil penalty, which can become a \$15,000 civil penalty in the event that MFB violates provisions of this Consent Decree.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended.¹
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.
 - (d) “CD Acct No.” means account number 202432170001, associated with payment obligations described in paragraph 20 of this Consent Decree.
 - (e) “Closed Captioning” shall have the same meaning as the term is defined in section 79.1(a)(2) of the Rules.²
 - (f) “Closed Captioning Rules” means section 79.1 of the Rules and any other rules the Commission adopts governing the Closed Captioning of televised video programming.
 - (g) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
 - (h) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which WBGR is

¹ 47 U.S.C. § 151 *et seq.*

² 47 CFR § 79.1(a)(2).

subject by virtue of its business activities, including but not limited to the Closed Captioning Rules.

- (i) “Complaint” means any communications MFB or WBGR receives, whether written or oral, resulting from a person or entity contacting the Commission, MFB, WBGR, or a third-party to raise issue(s) or comment(s) about Closed Captioning issues on WBGR.
- (j) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 17.
- (k) “Covered Employees” means all employees and agents of MFB and WBGR who perform, supervise, oversee, or manage the performance of, duties that relate to MFB’s and WBGR’s responsibilities under the Communications Laws, including the Closed Captioning Rules.
- (l) “Effective Date” means the date by which both the Bureau and MFB have signed the Consent Decree and the Bureau has released an Adopting Order.
- (m) “Investigation” means the investigation commenced by the Bureau in EB-TCD-21-00033078 regarding whether MFB/WBGR violated the Closed Captioning Rules.
- (n) “Letter of Inquiry” or “LOI” means the Letter of Inquiry issued by the Bureau to WBGR on December 8, 2021, in File No. EB-TCD-21-00033078.
- (o) “MFB” or Company” means Maine Family Broadcasting, Inc., licensee of WBGR-LD, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (p) “Multichannel Video Programming Distributor” or “MVPD” shall have the same meaning as the term is defined in section 76.1200(b).
- (q) “Operating Procedures” means the standard internal operating procedures and compliance policies established by MFB and WBGR to implement the Compliance Plan.
- (r) “Parties” means MFB and the Bureau, each of which is a “Party.”
- (s) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (t) “Supplemental LOI” means the Letter of Inquiry issued by the Bureau to MFB on April 7, 2022 in File No. EB-TCD-21-00033078.
- (u) “Video Programmer” shall have the same meaning as the term is defined in section 79.1(a)(9) of the Rules.³
- (v) “Video Programming” shall have the same meaning as the term is defined in section 79.1(a)(10).⁴
- (w) “Video Program Distributor” or “VPD” shall have the same meaning as the term is defined in section 79.1(a)(11).⁵
- (x) “WBGR-LD” means the broadcast station assigned Facility ID 33959.

³ *Id.* § 79.1(a)(9).

⁴ *Id.* § 79.1(a)(10).

⁵ *Id.* § 79.1(a)(11).

II. BACKGROUND

3. Closed Captioning is designed to ensure that Video Programming is accessible to individuals with hearing disabilities.⁶ In adding section 713 to the Act, Congress noted that the Commission should ensure Closed Captioning is “an integral part of Video Programming as soon as possible to provide persons with hearing disabilities with the same opportunity to share in the benefits provided by television programming that is available to others.”⁷ The Commission adopted rules that, among other things, required Video Programming Distributors (VPDs) to: (1) pass through Closed Captions received from Video Programmers to receiving television households with the original Closed Captioning data intact;⁸ (2) monitor and maintain their equipment and signal transmissions;⁹ and (3) maintain records of their monitoring and maintenance activities.¹⁰

4. A Letter of Inquiry (LOI) issued by the Bureau constitutes a Commission order directing the recipient to provide specified information and documents, in the manner directed, within the stated response period. Any failure to respond in a complete, diligent, or timely manner to an LOI constitutes a violation of a Commission order and, thus, a violation of the Act.¹¹ Additionally, Section 1.17 of the Rules requires Commission licensees to be responsive to Commission inquiries.

5. MFB is licensee of WBGR-LD, a low power TV station (Bangor/Dedham, Maine) that broadcasts MeTV network programming and religious programming.¹² As a broadcaster, WBGR-LD is a VPD, and, as described above, is required to comply with the Closed Captioning Rules.¹³

6. In June of 2021, a WBGR viewer discovered that MeTV programming shown on the station failed to contain Closed Captioning.¹⁴ The complainant contacted the complainant’s cable provider, which informed the complainant that MeTV programming was not captioned because WBGR failed to include Closed Captioning in its signal transmissions to them.¹⁵ On July 5, 2021, the complainant contacted WBGR to report the lack of Closed Captioning on MeTV programming, and was told that WBGR was getting new equipment that would allow it to include Closed Captioning in its signal to the cable provider.¹⁶ After three months, WBGR’s programming continued to lack Closed Captioning, and

⁶ See generally, *Implementation of Section 305 of the Telecommunications Act of 1996 – Video Programming Accessibility*, MM Docket No. 95-176, Report, 11 FCC Rcd 19214 (1996); *Implementation of Section 305 of the Telecommunications Act of 1996 – Video Programming Accessibility*, MM Docket No. 95-176, Notice of Proposed Rulemaking, 12 FCC Rcd 1044 (1997).

⁷ H.R. Report 104-204, 104th Cong., 1st Sess. (“House Report”) at 113-14 (1995).

⁸ 47 CFR § 79.1(c)(1).

⁹ *Id.* § 79.1(c)(2)

¹⁰ *Id.* § 79.1 (c)(3).

¹¹ See, e.g., *Neon Phone Service, Inc.*, Notice of Apparent Liability for Forfeiture, 32 FCC Rcd 7964, 7970, para. 16 (2017) (“It is well established that a failure to respond to a Bureau LOI [letter of inquiry] constitutes a violation of a Commission Order.”); *Technical Communication Network, LLC*, Notice of Apparent Liability for Forfeiture and Order, 28 FCC Rcd 1018, 1019, para. 5 (2013) (“The LOI the Bureau directed to TCN served as a legal order of the Commission to produce the requested documents and information.”).

¹² MFB has been the licensee of WBGR-LD since 1996. See Fed. Comm’n’s Comm’n, CDBS, Station Search Details, http://licensing.fcc.gov/cgi-bin/ws.exe/prod/cdb/public/prod/sta_det.pl?Facility_id=33959 (reflecting community of license and licensee of WBGR-LD).

¹³ 47 CFR § 79.1(c)(1).

¹⁴ Complaint No. 5084910 (Oct. 18, 2021).

¹⁵ *Id.*

¹⁶ *Id.*

no one at the station answered or responded to the complainant's calls.¹⁷ The complainant subsequently filed a complaint with the Commission's Consumer and Governmental Affairs Bureau (CGB) on October 18, 2021. On November 18, 2021, MFB's president, James W. McLeod, responded to the Commission by stating, "[w]e have identified the problem and are waiting for a quote on replacing the failed equipment. This equipment should be replaced and in place in about six weeks if shipping times are not on covid delay."¹⁸ On December 6, 2021, CGB referred the matter to the Bureau for further action.

7. The Bureau issued an LOI to MFB on December 8, 2021; the LOI was sent to MFB's address of record.¹⁹ MFB failed to respond by the due date. Commission staff subsequently communicated with MFB's representatives by phone; both representatives advised that they were not aware of the LOI. The Bureau forwarded the LOI to MFB on January 26, 2022, and issued a supplemental LOI to WBGR on April 7, 2022. WBGR responded in part to both LOIs.²⁰

8. The Bureau's Investigation determined that WBGR failed in adequately passing through Closed Captioning to receiving television households for at least eight months. MFB could not determine when the equipment failed and captioning ceased to be transmitted because WBGR staff did not monitor its equipment or signal transmissions and did not maintain records of maintenance.

9. Despite representations made to CGB in MFB's response to the informal complaint, MFB had a quote for a replacement solution as early as July 14, 2021.²¹ MFB ultimately placed the order to obtain replacement equipment on January 21, 2022.²² WBGR began transmitting Closed Captioning in programming on March 4, 2022. The Bureau ultimately determined that MFB violated the Closed Captioning Rules.

10. MFB's failure to be fully responsive to WBGR's viewers, the Commission's inquiries during CGB's informal complaint process, and the Bureau's Investigation, delayed resolution of this matter. Most importantly, the extended period in which WBGR failed to transmit Closed Captioning had a detrimental effect on WBGR's viewers who require Closed Captioning. To resolve the Bureau's Investigation into WBGR's failures, MFB and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

12. **Jurisdiction.** MFB 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.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ Letter of Inquiry from Kristi Thompson, Chief, Telecommunications Consumers Division, FCC Enforcement Bureau, to James W. McLeod, President of Maine Family Broadcasting (Dec. 8, 2021) (on file in EB-TCD-21-00033078) (LOI).

²⁰ WBGR provided partial responses to the LOIs on February 10, 2022, and April 21, 2022.

²¹ *See* Response to Letter of Inquiry, from James W. McLeod, President, WBGR (Feb.10, 2022) (on file in EB-TCD-21-00033078) (LOI Response); *see also* Complaint No. 5084910 (Oct. 18, 2021). On November 12, 2021, in its response to the informal complaint, MFB noted that it was "waiting for a quote on replacing the failed equipment. This equipment should be replaced and in place in about six weeks if shipping times are not on covid delay." E-mail from James W. McLeod, President, WBGR, to Sherita Kennedy, Telecommunications Accessibility Specialist, CGB, FCC (Nov. 18, 2021, 15:18 EDT).

²² MFB offered no explanation to the Bureau for the delay in getting the replacement solution ordered.

13. **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.

14. **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, MFB 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 MFB concerning the matters that were the subject of the Investigation, or to set for hearing the question of MFB'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.²³

15. **Admission of Liability.** MFB admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 14 herein, that the actions of MFB and WBGR described in paragraphs 7-9 of this Consent Decree, violated the Closed Captioning Rules.

16. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, MFB shall designate a senior 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 Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that MFB complies with the terms and conditions of the Compliance Plan and this Consent Decree.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, MFB agrees that it shall, within one hundred and twenty (120) 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 Closed Captioning Rules, MFB will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, MFB shall establish Operating Procedures that all Covered Employees must follow to help ensure MFB's compliance with the Closed Captioning Rules. MFB's Operating Procedures shall be specifically designed to ensure that WBGR:
 - i. Monitors incoming and outgoing feeds to ensure compliance with the Closed Captioning Rules;
 - ii. Monitors its equipment used in receiving and passing through Closed Captioning in Video Programming;
 - iii. Maintains records documenting maintenance of equipment used in receiving and passing through Closed Captioning;
 - iv. Addresses indicators of Closed Captioning problems;
 - v. Maintains a system that allows WBGR and/or MFB to be responsive to consumers and its Multichannel Video Programming Distributors (MVPDs), and promptly address Closed Captioning issues; and
 - vi. Maintains routine station coverage.
- (b) **Compliance Checklist.** Within thirty (30) calendar days after the Effective Date, MFB shall develop and implement a Compliance Checklist that describes the steps that

²³ See 47 CFR § 1.93(b).

Covered Employees must follow to ensure compliance with the Closed Captioning Rules.

- (c) **Complaints.** Within fifteen (15) calendar days of the Effective Date, MFB shall establish and utilize procedures to enable WBGR to be responsive to parties who file Complaints involving Closed Captioning and maintain records associated with such Complaints for a minimum of two (2) years. Records maintained shall include the nature of the Complaint, WBGR's response to the Complaint, and the final disposition of the Complaint.

18. **Implementation Requirements.** Within six (6) months of the Effective Date, MFB shall establish the necessary station coverage and implement procedures required to:

- (a) Monitor equipment and transmission signals to readily identify any Closed Captioning issues;
- (b) Routinely conduct technical equipment checks;
- (c) Ensure equipment used in the pass through of Closed Captioning is operational and repaired in a timely manner;
- (d) Communicate with WBGR's MVPD(s) to ensure that issues related to the pass through of Closed Captioning or captioning issues are documented, diagnosed, and resolved;
- (e) Acknowledge and address Closed Captioning complaints from consumers;
- (f) Provide complete and timely response to Commission inquiries within the designated timeframe provided.

19. **Reporting Noncompliance.** MFB shall report any noncompliance with the Closed Captioning Rules, including any pass-through requirements, 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 WBGR 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 WBGR has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Jennifer.Mensah@fcc.gov, with a copy submitted electronically to feceback@fcc.gov.

20. **Compliance Reports.** WBGR shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, and twenty-four (24) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of WBGR's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Closed Captioning Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of WBGR, stating that the Compliance Officer has personal knowledge that WBGR: (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 18 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.²⁴

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of WBGR, 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 WBGR 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 WBGR 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 via email to Sharon Lee, Deputy Chief, TCD, Enforcement Bureau, FCC, at sharon.lee@fcc.gov and Jennifer Mensah, Attorney Advisor, TCD, Enforcement Bureau, FCC, at jennifer.mensah@fcc.gov, with a copy submitted electronically to fcebaccess@fcc.gov.

21. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 16 through 18 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

22. **Civil Penalty.** MFB will pay a Civil Penalty to the United States Treasury in the amount of two thousand five hundred dollars (\$2,500). Such a payment shall be made in 3 installments (each an Installment Payment). The first Installment Payment in the amount of one thousand five hundred dollars (\$1500.00) is due on March 15, 2024. Thereafter, the subsequent 2 Installment Payments of five hundred dollars (\$500.00) will be due no later than the 15th of the month, specifically by April 15, 2024, and May 15, 2024.

MFB 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).²⁵ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. MFB shall send electronic notification of payment to Jennifer.Mensah@fcc.gov and fcebaccess@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. 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:²⁶

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159²⁷ or printed CORES form²⁸ 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 or CORES may result in payment not being

²⁴ *Id.* § 1.16.

²⁵ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁶ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #1).

²⁷ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁸ Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/cores/userLogin.do>.

recognized as having been received. When completing FCC Form 159 or CORES, 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).²⁹ 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 CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, 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 CORES at <https://apps.fcc.gov/cores/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find 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 would be associated with FCC Bill Number 12345678). Finally, 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.

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

24. **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, 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 WBGR.

25. **Conditional Civil Penalty.** MFB agrees that if WBGR is determined to have failed to comply with paragraph 18 of this Consent Decree, MFB agrees to pay an additional civil penalty of twelve thousand five hundred dollars (\$12,500). This further civil penalty shall be in addition to, and not in lieu of, any forfeiture penalty the Commission may impose for the violation(s). The Conditional Civil Penalty shall also become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1). The Bureau will impose a civil penalty under paragraph 25 through the following process:

26. The Bureau will notify MFB, in writing, of any applicable violation, including noncompliance with paragraph 18 of this Consent Decree. The notification shall describe the basis for the Bureau’s finding and propose a civil penalty.

²⁹ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

27. MFB will have thirty (30) days from the date of any such notification to provide a response.
28. The Bureau will evaluate any such response, and notify MFB within thirty (30) days of its final determination, including whether a civil penalty will be assessed through a Demand for Payment. The civil penalty shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1). All procedures for collection as permitted by law may, at the Commission’s discretion, be initiated.
29. MFB shall pay any civil penalty assessed against the Company within thirty (30) calendar days of the date of a Demand for Payment unless otherwise agreed to by the Bureau.
30. An Event of Default shall occur upon MFB’s failure to pay the full amount of the civil penalty on or before the date specified in the Bureau’s notification and/or Demand for Payment. Should an Event of Default occur, interest may be applied and all other procedures for collection as permitted by law and as described in paragraph 24 above may, at the Commission’s discretion, be initiated.
31. **Waivers.** As of the Effective Date, MFB 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. MFB 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 MFB nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and MFB shall waive any statutory right to a trial *de novo*. MFB hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³⁰ relating to the matters addressed in this Consent Decree.
32. **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.
33. **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.
34. **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 WBGR does not expressly consent) that provision will be superseded by such Rule or order.
35. **Successors and Assigns.** MFB agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.
36. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation.
37. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.
38. **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.
39. **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

³⁰ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

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.

40. **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.

Loyaan A. Egal
Chief
Enforcement Bureau

Date

James W. McLeod
President
Maine Family Broadcasting, Inc.

Date