

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

In the Matter of	)	
	)	
American Public Media Group, parent of	)	File No.: EB-IHD-23-00035523
	)	CD Acct. No.: 202632080002
Minnesota Public Radio d/b/a	)	FRN: 0005086459
American Public Media	)	0002642510
Southern California Public Radio	)	0005089438

**ORDER**

**Adopted: December 10, 2025****Released: December 10, 2025**

By the Acting 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 American Public Media Group, Minnesota Public Radio d/b/a American Public Media (MPR), and Southern California Public Radio (SCPR) (collectively APMG) transmitted Emergency Alert System tones (EAS tones) over each of the 46 stations licensed to MPR and SCPR and approximately 500 affiliated stations (Stations). To settle this matter, APMG agrees to implement a compliance plan and pay an eighty-six thousand, four hundred dollar (\$86,400) voluntary contribution.

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 APMG's compliance with sections 11.31 and 11.45 of the Commission's rules<sup>1</sup> concerning transmission of EAS tones.

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

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended, 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**.

6. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against APMG and/or the Stations related to the above-captioned investigation that are pending before the 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 by first class mail and certified mail, return receipt requested, to Michael Lewis, Senior Vice President, General Counsel, and Chief Corporate Development Officer, American Public Media Group, 480 Cedar Street, St. Paul, Minnesota 55101, and to Kathryn Dickinson, Esq., Wiley Rein LLP, 2050 M Street NW, Washington, DC 20037.

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<sup>1</sup> 47 CFR §§ 11.31, 11.45.

<sup>2</sup> See 47 CFR § 1.93(b).

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre  
Acting Chief  
Enforcement Bureau

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Minnesota Public Radio d/b/a	)	0002642510
American Public Media	)	0005089438
Southern California Public Radio	)	

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission (FCC) and American Public Media Group (APMG), Minnesota Public Radio (MPR) d/b/a American Public Media (APM), and Southern California Public Radio (SCPR) (collectively APMG) by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether broadcast entities owned, operated, or controlled by APMG violated section 11.45 of the Commission's rules<sup>1</sup> in connection with transmitting or causing to be transmitted Emergency Alert System tones (EAS Tones) during an episode of the program *BBC Witness History* entitled "Chasing the World's Biggest Tornado" (Program). The EAS Tones were broadcast on May 24, 2023, in the absence of an actual emergency, authorized Emergency Alert System test, or qualified public service announcement. To resolve this matter, APMG agrees to implement a compliance plan and pay a \$86,400 Voluntary Contribution.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "APMG" means American Public Media Group and its affiliates, subsidiaries, divisions of affiliates and subsidiaries, predecessors-in-interest, and successors-in-interest, including but not limited to American Public Media, Minnesota Public Radio, and Southern California Public Radio.
  - (b) "Act" means the Communications Act of 1934, as amended.<sup>2</sup>
  - (c) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
  - (e) "CD Acct No." means account number 202632080002, associated with payment obligations described in paragraph 20, Voluntary Contribution, 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 APMG is subject by virtue of its business activities, including but not limited to the EAS Rules.

<sup>1</sup> 47 CFR § 11.45.

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

- (h) “Compliance Officer” means the individual designated in paragraph 15 of this Consent Decree as the person responsible for administration of the Compliance Plan.
- (i) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 16, Compliance Plan.
- (j) “Covered Employees” means all employees and agents of APMG who perform, supervise, oversee, or manage the performance of duties that relate to APMG’s responsibilities under the Communications Laws, including but not limited to the EAS Rules.
- (k) “EAS” means the Emergency Alert System.
- (l) “EAS Rules” means the rules and regulations embodied in part 11 of the Rules, including but not limited to sections 11.31 and 11.45 of the Rules;<sup>3</sup> other Communications Laws related to the EAS; and the published and promulgated orders and decisions of the Commission regarding the proper use of EAS Tones.
- (m) “EAS Tones” means any part of the four-part message used to activate an emergency alert, specifically: the Preamble and EAS Header Codes (collectively, EAS Header Codes); audio Attention Signal (Attention Signal); message; and Preamble and EAS End Of Message (EOM) Codes (collectively, EAS EOM Codes), as defined in section 11.31 of the Rules,<sup>4</sup> as well as any simulations thereof.
- (n) “Effective Date” means the date by which both the Bureau and APMG have signed the Consent Decree and the Bureau has released an Adopting Order.
- (o) “Investigation” means the investigation commenced by the Bureau in File No. EB-IHD-23-00035523 regarding whether APMG violated the EAS Rules.
- (p) “MPR” means Minnesota Public Radio and its affiliates, subsidiaries, divisions of affiliates and subsidiaries, predecessors-in-interest, successors-in-interest, and trade names, including but not limited to American Public Media.
- (q) “Operating Procedures” means the standard internal operating procedures and compliance policies established by APMG to implement the Compliance Plan.
- (r) “Parties” means APMG 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) “SCPR” means Southern California Public Radio and its affiliates, subsidiaries, divisions of affiliates and subsidiaries, predecessors-in-interest, and successors-in-interest.

## II. BACKGROUND

3. Section 11.45 of the Rules provides that “[n]o person may transmit or cause to transmit the EAS codes or Attention Signal, or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local Area emergency or authorized test of the EAS; or as specified in [sections] 10.520(d), 11.46, and 11.61 of this chapter.”<sup>5</sup>

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<sup>3</sup> 47 CFR. §§ 11.31, 11.45.

<sup>4</sup> *Id.* § 11.31.

<sup>5</sup> *Id.* § 11.45(a). Section 10.520(d)(1) of the Rules provides, in pertinent part, that “[n]o person may transmit or cause to transmit the WEA common audio attention signal, or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local Area emergency or authorized test, except as designed and used for

(continued..)

4. The EAS is the national public warning system that requires broadcasters, cable television operators, wireline video service providers, satellite digital audio radio service providers, and direct broadcast satellite providers to supply the communications capability to the President of the United States to address the American public during a national emergency. Federal, state, and local authorities may also use the EAS to deliver emergency information, such as AMBER alerts and weather information targeted to specific areas. The Commission has repeatedly warned that the use of simulated or actual EAS Tones for non-authorized purposes—such as commercial or entertainment purposes—can lead to dangerous “alert fatigue” whereby the public becomes desensitized to the alerts, questioning whether the alerts are for a real, imminent threat or some other cause. Moreover, because the EAS Tones include operative data elements, the misuse of simulated or actual EAS Tones may result in false activations of the EAS that can spread false information or lock out legitimate activations of the EAS. Unauthorized use of the EAS Tones thus presents a substantial threat to public safety.<sup>6</sup>

5. APMG is a “not-for-profit ‘parent support organization’ under IRS code” whose primary purpose is to provide financial and management support services to its wholly-owned subsidiaries MPR and SCPR.<sup>7</sup> MPR and SCPR are not-for-profit charitable organizations and the licensees of 46 full power FM radio stations in Minnesota, South Dakota, Iowa, Idaho, Michigan, and California.<sup>8</sup> MPR d/b/a APM produces and distributes public radio programming to MPR, SCPR, and approximately 500 non-commercial educational stations licensed to third parties, with which it has carriage agreements.<sup>9</sup>

6. On May, 25, 2023, the FCC’s Operations Center received several email notifications that “a recording of an EAS tone was broadcast during a BBC program titled ‘Witness,’”<sup>10</sup> and that “[t]he BBC Program, ‘Witnessing History,’ used the EAS tone in a segment that described chasing the world’s biggest tornado.”<sup>11</sup> Bureau staff confirmed that in two instances EAS tones and pieces of NOAA tornado warning alert audio were contained in the Program. The Bureau sent a letter of inquiry to APMG on November 3, 2023,<sup>12</sup> to which APMG responded timely on December 4, 2023.<sup>13</sup> The Bureau issued a

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Public Service Announcements.” *Id.* § 10.520(d)(1). Section 11.46 of the Rules provides, in pertinent part, that “EAS Participants may use the EAS Attention Signal and a simulation of the EAS codes as provided by FEMA in EAS Public Service Announcements (PSAs) (including commercially-sponsored announcements, infomercials, or programs) provided by federal, state, and local government entities, or non-governmental organizations, to raise public awareness about emergency alerting.” *Id.* § 11.46. Section 11.61 of the Rules provides, in pertinent part, that “EAS Participants shall conduct tests [of EAS procedures] at regular intervals.” *Id.* § 11.61.

<sup>6</sup> See, e.g., *Fox Corporation d/b/a Fox Television Stations, LLC et al.*, Notice of Apparent Liability for Forfeiture, 38 FCC Rcd 777, 777-78, at paras. 2-3 (2023) (forfeiture paid).

<sup>7</sup> See, e.g., Letter from Kathryn C. Dickerson, Wiley Rein LLP, Counsel to APMG to Patrick M. McGrath, Division Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, at p. 3 (Dec. 4, 2023) (on file in File No. EB-IHD-23-00035523) (APMG First LOI Response).

<sup>8</sup> See *id.* at p.3 and Attachment A. A list of MPR and SCPR stations, as of May 23, 2023, is appended as Attachment A to this Consent Decree. MPR is no longer the licensee of KWRV (FM), Sun Valley, ID (Fac. ID No. 42917); see FCC File No. 0000231310.

<sup>9</sup> See APMG First LOI Response at p.3 and Attachment A.

<sup>10</sup> See, e.g., E-mail from Kathryn C. Dickerson, Wiley Rein LLP, Counsel to Minnesota Public Radio and Southern California Public Radio to FCC Operations Center (May 25, 2023).

<sup>11</sup> See *id.*

<sup>12</sup> Letter from Patrick M. McGrath, Division Chief, Investigations and Hearings Division, Enforcement Bureau, FCC, to Michael Lewis, Senior Vice President, General Counsel, and Chief Corporate Development Officer, American Public Media Group (Nov. 3, 2023) (on file in File No. EB-IHD-23-00035523) (APMG First LOI).

<sup>13</sup> See APMG First LOI Response.

second request for information to APMG on January 11, 2024,<sup>14</sup> to which APMG responded timely on January 22, 2024.<sup>15</sup> The Bureau issued a third request for information to APMG on June 11, 2024,<sup>16</sup> to which APMG responded timely on June 21, 2024.<sup>17</sup>

7. According to APMG, pursuant to a distribution agreement between MPR d/b/a APM and The British Broadcasting Company (BBC), MPR d/b/a APM has the exclusive right to distribute in the United States programming created and produced by the BBC, including the Program.<sup>18</sup> In addition, MPR d/b/a APM has carriage agreements with non-commercial educational radio stations whereby the stations pay a fee to MPR d/b/a APM for access to the BBC programming (Affiliated Stations). Stations licensed to MPR and SCPR do not have carriage agreements with MPR d/b/a APM nor do they pay a fee to MPR d/b/a APM directly for access to the BBC programming, as they are “supported entities” of APMG under the IRS code and are within the same ownership structure.<sup>19</sup>

8. APMG stated that on May 24, 2023, each of the 46 stations licensed to MPR and SCPR and approximately 500 Affiliated Stations transmitted the Program one or more times.<sup>20</sup>

9. To resolve the Investigation, the parties now enter into this Consent Decree to ensure APMG’s future compliance with the EAS Rules.

### III. TERMS OF AGREEMENT

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

11. **Jurisdiction.** APMG agrees for the purposes of this Consent Decree 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.

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<sup>14</sup> See E-mail from Jennifer Lewis Hershman, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission to Kathryn C. Dickerson, Wiley Rein LLP, counsel to APMG (Jan. 11, 2024) (APMG Second LOI).

<sup>15</sup> See Letter from Kathryn C. Dickerson, Wiley Rein LLP, Counsel to APMG to Jennifer A. Lewis, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission (Jan. 22, 2024) (on file in File No. EB-IHD-23-00035523) (APMG Second LOI Response).

<sup>16</sup> See E-mail from Jennifer Lewis Hershman, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission to Kathryn C. Dickerson, Wiley Rein LLP, counsel to APMG (June 11, 2024) (APMG Third LOI).

<sup>17</sup> See Letter from Kathryn C. Dickerson, Wiley Rein LLP, Counsel to APMG to Jennifer A. Lewis, Attorney Advisor, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission (June 21, 2024) (on file in File No. EB-IHD-23-00035523) (APMG Third LOI Response).

<sup>18</sup> See APMG First LOI Response at p. 1-2. APMG states that access to BBC programming is accomplished via a platform called “ContentDepot.” ContentDepot is managed and operated by National Public Radio (NPR) on behalf of the Public Radio Satellite System. MPR d/b/a APM has an agreement with NPR that allows MPR d/b/a APM to facilitate access to ContentDepot for MPR, SCPR, and Affiliated Stations. See *id.* See also, APMG Third LOI Response at p. 2 (noting that APM is not a separate legal entity, therefore distribution agreements are entered into with MPR as the contracting party, and list APM as an assumed name of MPR, which includes the distribution agreement with the BBC).

<sup>19</sup> See APMG First LOI Response at p. 1; APMG Third LOI Response at p. 4-5 (stating that APMG is classified as a supporting organization under Section 509(a)(3) of the United States Code and Section 1.509(a)-1 of the Code of Federal Regulations and including IRS Determination Letters to that end); see e.g., 26 U.S.C. § 509(a)(3); 26 CFR § 1.509(a)-1.

<sup>20</sup> See APMG First LOI Response at p. 2.

12. **Effective Date.** 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.

13. **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, APMG 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 (i) institute any new proceeding, formal or informal, or take any action on its own motion against APMG concerning the matters that were the subjects of the Investigation, or (ii) set for hearing or take any action against APMG with respect to the question of APMG'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>21</sup>

14. **Admission of Facts.** APMG admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 13, Termination of Investigation, herein, that its actions described in paragraphs 5-8 herein are a true and accurate description of the facts underlying the Investigation.

15. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, APMG 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 Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that APMG 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 EAS Rules prior to assuming his/her duties.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, APMG agrees that it shall, within ninety (90) 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 EAS Rules, APMG will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within ninety (90) calendar days after the Effective Date, APMG shall establish Operating Procedures that all Covered Employees must follow to help ensure APMG's compliance with the EAS Rules. APMG's Operating Procedures shall include internal procedures and policies specifically designed to ensure that APMG does not transmit EAS Tones or simulations thereof absent an emergency or authorized EAS test. APMG shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the EAS Rules.
- (b) **Compliance Manual.** Within ninety (90) 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 EAS Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure APMG's compliance with the EAS Rules. APMG shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current, complete and accurate. APMG shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.

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<sup>21</sup> See 47 CFR § 1.93(b).



- (c) **Compliance Training Program.** APMG shall establish and implement a Compliance Training Program on compliance with the EAS Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of APMG's obligation to report any noncompliance with the EAS Rules under paragraph 17, Reporting Noncompliance, 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 ninety (90) calendar days after the Effective Date, except that: (i) any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee; and (ii) any Covered Employee who is on leave during the applicable training period shall be trained within thirty (30) calendar days after the date such person returns from leave. APMG 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.

17. **Reporting Noncompliance.** APMG shall report any noncompliance with the EAS 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 APMG 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 APMG has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Bureau at [IHDMedia@fcc.gov](mailto:IHDMedia@fcc.gov).

18. **Compliance Reports.** APMG shall file compliance reports with the Commission one hundred and twenty (120) 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 APMG's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the EAS Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of APMG, stating that the Compliance Officer has personal knowledge that APMG: (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 17, Reporting Noncompliance, 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>22</sup>
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of APMG, 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 APMG has taken or will take to remedy such noncompliance, including the schedule on which the proposed remedial actions will be taken; and (iii) the steps that APMG has taken or will take to prevent the

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<sup>22</sup> *Id.* § 1.16.



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 Bureau at [IHDMedia@fcc.gov](mailto:IHDMedia@fcc.gov).

19. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 15, Compliance Officer, through 18, Compliance Reports, of this Consent Decree shall expire twenty-four (24) months after the Effective Date.

20. **Voluntary Contribution.** APMG will pay a Voluntary Contribution to the United States Treasury in the amount of eighty-six thousand, four hundred dollars (\$86,400) within thirty (30) calendar days of the Effective Date. APMG acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).<sup>23</sup> Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. APMG shall send electronic notification of payment to the Bureau at [IHDMedia@fcc.gov](mailto:IHDMedia@fcc.gov) on the date said payment is made. Payment of the Voluntary Contribution must be made by credit card using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/core/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts Voluntary Contribution payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>24</sup>

- 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 159<sup>25</sup> or printed CORES form<sup>26</sup> 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 or CORES may result in payment not being 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).<sup>27</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 CORES at <https://apps.fcc.gov/core/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.

<sup>23</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>24</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

<sup>25</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

<sup>26</sup> 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/core/userLogin.do>.

<sup>27</sup> Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/core/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.

21. **Event of Default.** APMG agrees that an Event of Default shall occur upon the failure by APMG to pay the full amount of the Voluntary Contribution on or before the due date specified in this Consent Decree.

22. **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 Voluntary Contribution 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 Voluntary Contribution, 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 APMG.

23. **Waivers.** As of the Effective Date, APMG 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. APMG 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 APMG nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and APMG shall waive any statutory right to a trial *de novo*. APMG hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>28</sup> relating to the matters addressed in this Consent Decree.

24. **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.

25. **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.

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

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

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<sup>28</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

28. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

30. **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.

31. **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.

32. **Counterparts.** This Consent Decree may be signed in counterparts (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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Patrick Webre  
Acting Chief  
Enforcement Bureau

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Date

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Daniel Doktori  
Senior Vice President, General Counsel  
American Public Media Group

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Date

**ATTACHMENT A**

**Stations Licensed to Minnesota Public Radio and Southern California Public Radio**

Call Sign	Facility ID	City	State	Service	Licensee Name
KRSD	42909	SIOUX FALLS	SD	Full Power FM	MINNESOTA PUBLIC RADIO
KNGA	42910	ST. PETER	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KSJN	42911	MINNEAPOLIS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KNWF	92141	FERGUS FALLS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
WLSN	92302	GRAND MARAIS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
WMLS	92306	GRAND MARAIS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KCMF	92307	FERGUS FALLS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KITF	122662	INTERNATIONAL FALLS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KLSE	42929	ROCHESTER	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KLNI	42932	DECORAH	IA	Full Power FM	MINNESOTA PUBLIC RADIO
KBPR	42912	BRAINERD	MN	Full Power FM	Minnesota Public Radio
WGGL-FM	42913	HOUGHTON	MI	Full Power FM	MINNESOTA PUBLIC RADIO
KWRV	42917	SUN VALLEY	ID	Full Power FM	Minnesota Public Radio
KXLC	42918	LA CRESCENT	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KCCM-FM	42926	MOORHEAD	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KSJR-FM	42955	COLLEGEVILLE	MN	Full Power FM	Minnesota Public Radio
WIRR	42957	VIRGINIA-HIBBING	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KRSW	42958	WORTHINGTON	MN	Full Power FM	Minnesota Public Radio
KNSR	42938	COLLEGEVILLE	MN	Full Power FM	Minnesota Public Radio
KNOW-FM	42949	MINNEAPOLIS-ST. PAUL	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KCCD	42951	MOORHEAD	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KQMN	42974	THIEF RIVER FALLS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
WSCN	42975	CLOQUET	MN	Full Power FM	Minnesota Public Radio
KZSE	42965	ROCHESTER	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KNBJ	42966	BEMIDJI	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KNCM	42967	APPLETON	MN	Full Power FM	Minnesota Public Radio
KRSU	42981	APPLETON	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KNTN	42922	THIEF RIVER FALLS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KBPN	92068	BRAINERD	MN	Full Power FM	Minnesota Public Radio
WIRN	78080	BUHL	MN	Full Power FM	MINNESOTA PUBLIC RADIO
WGRH	172640	HINCKLEY	MN	Full Power FM	MINNESOTA PUBLIC RADIO
WINH	172667	HINCKLEY	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KGRP	172671	GRAND RAPIDS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
WIRC	172758	ELY	MN	Full Power FM	MINNESOTA PUBLIC RADIO

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KRFI	173553	REDWOOD FALLS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KRXW	166032	ROSEAU	MN	Full Power FM	MINNESOTA PUBLIC RADIO
WSCD-FM	42940	DULUTH	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KLCD	42943	DECORAH	IA	Full Power FM	MINNESOTA PUBLIC RADIO
KMSE	83876	ROCHESTER	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KGAC	42944	ST. PETER	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KNSW	42947	WORTHINGTON- MARSHALL	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KCRB-FM	42970	BEMIDJI	MN	Full Power FM	Minnesota Public Radio
KCMP	62162	NORTHFIELD	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KZIO	68610	TWO HARBORS	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KNSE	90889	AUSTIN	MN	Full Power FM	MINNESOTA PUBLIC RADIO
KJAI	60140	OJAI	CA	Full Power FM	Southern California Public Radio
KVLA-FM	85911	COACHELLA	CA	Full Power FM	Southern California Public Radio