

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

In the Matter of

Brigido Danerys Gonzalez
Hazleton, Pennsylvania

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File No.: EB-FIELDNER-22-00033952
NAL/CD Acct. No.: 202432010004
FRN: 0034657023

CONSENT DECREE

1. Operating an unauthorized, or pirate, radio station is illegal under the Communications Act of 1934, as amended and undermines the primary mission of the Federal Communications Commission to manage radio spectrum. Such illegal operations can interfere with licensed communications, including authorized broadcasts and communications by public safety entities. Moreover, such illegal operations pose a danger to the public because they interfere with licensed stations that inform their listeners of important public safety messages, including Emergency Alert System transmissions that provide vital information regarding weather events and other dangers to the public.

2. The Enforcement Bureau of the Federal Communications Commission and Brigido Danerys Gonzalez (Gonzalez), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether Gonzalez violated section 511 of the Act, in connection with his unauthorized operation of a broadcast radio station on 90.1 MHz in and around Hazleton, Pennsylvania. To resolve this matter, Gonzalez admits that this Consent Decree includes a true and accurate description of the facts underlying the Enforcement Bureau's investigation, agrees to pay a civil penalty of \$6,000 in monthly installments, and agrees to pay a further penalty of \$34,000 upon an Event of Default during the 20-year term of the Consent Decree, as described below.

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,¹ including the Preventing Illegal Radio Abuse Through Enforcement Act.²
 - (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 202432010004, associated with payment obligations described in paragraphs 14 and 15 of this Consent Decree.
 - (e) "Commission" and "FCC" mean the Federal Communications Commission and all of its bureaus and offices.

¹ 47 U.S.C. § 151 *et seq.*

² *Preventing Illegal Radio Abuse Through Enforcement Act*, Pub. L. No. 116-109, 134 Stat. 3 (2020) (codified at 47 U.S.C. § 511) (PIRATE Act).

- (f) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Gonzalez is subject by virtue of his activities.
- (g) “Effective Date” means the date by which both the Bureau and Gonzalez have signed the Consent Decree, and the Bureau has released an Adopting Order.
- (h) “Investigation” means the investigation commenced by the Bureau in EB-FIELDNER-22-00033952 regarding whether Gonzalez violated the Communications Laws, including section 511 of the Act.
- (i) “NAL” means the Notice of Apparent Liability for Forfeiture issued to Gonzalez on February 14, 2024, proposing a forfeiture of \$40,000 for apparent violations of the Communications Laws.³
- (j) “Parties” means Gonzalez and the Bureau, each of which is a “Party.”
- (k) “Response” means Gonzalez’s response to the NAL, submitted to the Bureau on March 14, 2024.
- (l) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (m) “Station” means the radio station known as “La Bakana,” operating on 90.1 MHz in Hazleton, Pennsylvania.

II. BACKGROUND

4. Section 511 of the Act states that any person who willfully and knowingly does or causes or suffers to be done any pirate radio broadcasting shall be subject to a fine of not more than \$2,000,000 and not more than \$100,000 for each day during which such offense occurs.⁴ Both of these figures are subject to annual inflation adjustments.⁵ Section 511 defines pirate radio broadcasting as “the transmission of communications on spectrum frequencies between 535 and 1705 kilohertz, inclusive, or 87.7 and 108 megahertz, inclusive, without a license issued by the Commission, but does not include unlicensed operations in compliance with part 15 of title 47, Code of Federal Regulations.”⁶ Part 15, among other requirements, states that unlicensed operators in the FM band must not transmit over a certain low-power limit.⁷

³ *Brigido Danerys Gonzalez, Hazleton, Pennsylvania*, Notice of Apparent Liability for Forfeiture, 39 FCC Rcd 1853 (2024).

⁴ 47 U.S.C. § 511(a)-(b). Prior to the passage of the PIRATE Act, the maximum monetary penalty for pirate radio transmissions was \$151,005. *See* 47 CFR § 1.80(b)(9)(ii) (2019); *see also Acerome Jean Charles*, Notice of Apparent Liability for Forfeiture, 34 FCC Rcd 12744 (2019) (proposing a penalty of \$151,005), consent decree adopted, Order, 35 FCC Rcd 6878 (2020). In 2020, that maximum limit was increased to \$2,000,000. *See* 47 U.S.C. § 511.

⁵ *See* 47 CFR § 1.80(b)(6). While the current inflation-adjusted maximum forfeiture for pirate radio broadcasting in violation of section 511(a) is \$2,453,218, the inflation-adjusted maximum at the time of the NAL was \$2,391,097 and the per day maximum was \$119,555). *See Amendment of Section 1.80(b) of the Commission’s Rules, Adjustment of Civil Monetary Penalties to Reflect Inflation*, Order, 38 FCC Rcd 12090, 12097 at Table 5 to Paragraph (b)(12)(ii) (2023); *see also Annual Adjustment of Civil Monetary Penalties to Reflect Inflation*, 89 Fed. Reg. 2148 (Jan. 12, 2024) (setting January 15, 2024, as the effective date for the increases).

⁶ 47 U.S.C. § 511(h).

⁷ 47 CFR § 15.239(b) (stating that the field strength of any emissions in the 88-108 MHz band shall not exceed 250 microvolts/meter (“μV/m”) at 3 meters).

5. On March 28 and May 9, 2023, Gonzalez operated, without a license, a radio station transmitting on 90.1 MHz at {[668]} Alter Street in Hazleton, Pennsylvania.⁸ These transmissions exceeded the field strength limits for operation under part 15 of the Commission's rules.

6. Following an investigation by the Bureau, on February 14, 2024, the Commission issued the *NAL*, in which it found that Gonzalez apparently willfully and knowingly violated section 511 of the Act⁹ by operating the Station on 90.1 MHz on March 28 and May 9, 2023. The *NAL* proposed a forfeiture of \$40,000 for Gonzalez's willful violations of section 511 of the Act. In his Response, Gonzalez provided evidence demonstrating that he lacked the ability to pay the forfeiture proposed in the *NAL*. Separately, one of the Bureau's field agents determined that the Station is no longer operating in the Hazleton, Pennsylvania area. Based on Gonzalez's demonstrated inability to pay the forfeiture proposed in the *NAL*, coupled with the cessation of unauthorized broadcasts by the Station, the Bureau and Gonzalez enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

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

8. **Jurisdiction.** Gonzalez agrees that the Bureau has jurisdiction over him and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

9. **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.

10. **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, Gonzalez 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 Gonzalez concerning the matters that were the subject of the Investigation, or to set for hearing the question of Gonzalez's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.¹⁰

11. **Admission.** Gonzalez admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 10 herein, that paragraph 5 is a true and accurate description of the facts underlying the Investigation.

12. **Compliance Commitment.** Gonzalez has ceased committing acts of pirate radio broadcasting and in the future will not commit, or provide material assistance to another committing, acts of pirate radio broadcasting. The commission of any act of pirate radio broadcasting or the provision of material assistance to another committing acts of pirate radio broadcasting by Gonzalez will violate section 511 of the Act and the terms of this Consent Decree. Gonzalez will report any noncompliance with section 511 of the Act or with the terms and conditions of this Consent Decree within fifteen (15) calendar days of such noncompliance to the Field Director, Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 45 L Street, N.E., Washington, DC 20554, with a copy submitted electronically to field@fcc.gov; any failure to report such noncompliance will violate the terms of this Consent Decree.

⁸ Material set off by double brackets {[]} is confidential and is redacted from the public version of this document.

⁹ 47 U.S.C. § 511.

¹⁰ See 47 CFR § 1.93(b).

13. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraph 12 of this Consent Decree shall expire twenty (20) years after the Effective Date.

14. **Civil Penalty.** Gonzalez will pay a civil penalty to the United States Treasury in the amount of Six Thousand Dollars (\$6,000) (Civil Penalty). Such payment shall be made in 36 monthly installments (each an Installment Payment). The first Installment Payment in the amount of \$166.66 is due within thirty (30) days of the Effective Date. Thereafter, subsequent Installment Payments of \$166.66 will be due on the first of each month following the month the first Installment Payment is made. The final Installment payment of \$166.90 will be due on the first day of the 36th month after the Effective Date. Gonzalez 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).¹¹ Upon an Event of Default (as defined below in paragraph 16), all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. Gonzalez shall send electronic notification of payment to field@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/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 Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹²

- 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 159¹³ or printed CORES form¹⁴ 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 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).¹⁵ 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.
- 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

¹¹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹² For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

¹³ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

¹⁴ 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>.

¹⁵ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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.

15. **Suspended Penalty.** Gonzalez further agrees that, upon an Event of Default (as described below in paragraph 16, he will pay a further civil penalty to the United States Treasury in the amount of Thirty-four Thousand Dollars (\$34,000) (Additional Civil Penalty). Gonzalez acknowledges and agrees that upon an Event of Default, the Additional Civil Penalty shall also become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1), and all procedures for collection of the Additional Civil Penalty may, at the Commission’s discretion, be initiated against Gonzalez.

16. **Event of Default.** Gonzalez agrees that an Event of Default shall occur upon (a) the failure to pay the full amount of any Installment Payment on or before the due date specified in this Consent Decree in paragraph 14; (b) the release of an order within twenty (20) years of the Effective Date by the Bureau or the Commission, such as a Notice of Apparent Liability for Forfeiture that is uncontested or a Forfeiture Order, finding that Gonzalez committed an act of pirate radio broadcasting, in violation of section 511 of the Act; (c) an admission of noncompliance, or any failure to report such noncompliance, required by paragraph 12; or (d) the release of an order by the Commission finding that Gonzalez materially misstated his financial condition in the documents he produced to support his claim that he lacks the financial resources to pay the forfeiture proposed in the *NAL*.

17. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty 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 Gonzalez.

18. **Waivers.** As of the Effective Date, Gonzalez waives any and all rights he 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. Gonzalez 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 Gonzalez nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Gonzalez shall waive any statutory right to a trial *de novo*. Gonzalez hereby agrees to waive any claims he may otherwise have under the Equal Access to Justice Act¹⁶ relating to the matters addressed in this Consent Decree.

19. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

¹⁶ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

20. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

21. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Gonzalez does not expressly consent), that provision will be superseded by such Rule or order.

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

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

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

25. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

26. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

27. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Patrick Webre
Acting Chief
Enforcement Bureau

Date

Brigido Danerys Gonzalez

Date