

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

In the Matter of	)	
	)	File Nos.: EB-FIELDNER-23-00035354
Jean Marius	)	EB-FIELDNER-20-00031201
Randolph, Massachusetts	)	EB-FIELDNER-23-00035460
	)	NAL/Acct. No.: 202432010005
	)	FRN: 0014271175

**ORDER**

**Adopted: July 8, 2025****Released: July 8, 2025**

By the Acting Chief, Enforcement Bureau:

1. Operating an unauthorized, or pirate, radio station is illegal under the Communications Act of 1934, as amended (Communications Act or Act)<sup>1</sup> and undermines the primary mission of the Federal Communications Commission (FCC or 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. On April 26, 2024, the Commission issued a Notice of Apparent Liability for Forfeiture (*NAL*) in the amount of \$597,775 against Jean Marius (Marius) for apparently violating section 511 of the Act, by engaging in pirate radio broadcasting, as defined in section 511 of the Act, through the operation of an unauthorized broadcast radio station on 105.3 MHz from locations in Brockton, Massachusetts, and Randolph, Massachusetts, and on 89.3 MHz from a location in Mattapan, Massachusetts.<sup>2</sup> In response to the *NAL*, Marius sought reconsideration and reduction of the forfeiture based on his inability to pay.<sup>3</sup> After reviewing Marius's financial information demonstrating that he lacks the financial resources to pay the full forfeiture proposed in the *NAL*, and after an agent in the Enforcement Bureau's (Bureau's) Boston Field Office confirmed that Marius's station is no longer operating, the Bureau has entered into a Consent Decree to resolve its investigation into Marius's violations of section 511 of the Act. To resolve this matter, Marius admits that this Consent Decree includes a true and accurate description of the facts underlying the investigation, agrees to pay a civil penalty of \$10,000, and agrees to pay a further penalty of \$587,775 if he violates section 511 of the Act again or triggers other specified events of default during the 20-year term of the Consent Decree.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and resolving the *NAL*.

4. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Marius's basic qualifications to hold or obtain any Commission license or authorization.<sup>4</sup>

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<sup>1</sup> 47 U.S.C. § 151, *et seq.*

<sup>2</sup> *Jean Marius, Randolph, Massachusetts*, Notice of Apparent Liability for Forfeiture, 39 FCC Rcd 4486 (2024).

<sup>3</sup> See E-mail from Dan J. Alpert, The Law Office of Dan J. Alpert to [field@fcc.gov](mailto:field@fcc.gov), Petition for Reconsideration and Request for Reduction of Forfeiture (May 28, 2024).

<sup>4</sup> See 47 CFR § 1.93(b).

5. Accordingly, **IT IS ORDERED** that, pursuant to sections 154(i) and 503(b) of the Act, 47 U.S.C. §§ 154(i), 503(b), the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED** and the *NAL* **IS RESOLVED** in accordance with the terms of the attached Consent Decree.

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 Jean Marius at {[ ]} Tucker Terrace, Randolph, Massachusetts 02368 and to Dan J. Alpert, The Law Office of Dan J. Alpert, 2120 21st Rd. N Arlington, VA 22201.<sup>5</sup>

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre  
Acting Chief  
Enforcement Bureau

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<sup>5</sup> Material set off by double brackets {[ ]} is confidential and is redacted from the public version of this document.

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In the Matter of	)	
	)	File Nos.: EB-FIELDNER-23-00035354
Jean Marius	)	EB-FIELDNER-20-00031201
Randolph, Massachusetts	)	EB-FIELDNER-23-00035460
	)	NAL/Acct. No.: 202432010005
	)	FRN: 0014271175

**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 Jean Marius (Marius), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation and resolving the Notice of Apparent Liability for Forfeiture regarding whether Marius violated section 511 of the Act, in connection with his unauthorized operation of a broadcast radio station on 105.3 MHz in and around Brockton and Randolph, Massachusetts, and on 89.3 MHz in and around Mattapan, Massachusetts. To resolve this matter, Marius 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 \$10,000, and agrees to pay a further penalty of \$587,775 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,<sup>1</sup> including the Preventing Illegal Radio Abuse Through Enforcement Act.<sup>2</sup>
  - (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 202432010005, 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.

<sup>1</sup> 47 U.S.C. § 151 *et seq.*

<sup>2</sup> *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 Marius is subject by virtue of his business activities.
- (g) “Effective Date” means the date by which both the Bureau and Marius 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-23-00035354, EB-FIELDNER-20-00031201, and EB-FIELDNER-23-00035460 regarding whether Marius violated the Communications Laws, including section 511 of the Act.
- (i) “NAL” means the Notice of Apparent Liability for Forfeiture issued to Marius on April 26, 2024, proposing a forfeiture of \$597,775 for apparent violations of the Communications Laws.<sup>3</sup>
- (j) “Parties” means Marius and the Bureau, each of which is a “Party.”
- (k) “Response” means Marius’s response to the NAL, submitted to the Commission on May 28, 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 “Radio Tele Planet Compas” operating on 105.3 MHz in and around Brockton and Randolph, Massachusetts, and on 89.3 MHz in and around Mattapan, Massachusetts.

## 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.<sup>4</sup> Both of these figures are subject to annual inflation adjustments.<sup>5</sup> 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.”<sup>6</sup> Part 15, among other requirements, states that unlicensed operators in the FM band must not transmit over a certain low-power limit.<sup>7</sup>

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<sup>3</sup> *Jean Marius, Randolph, Massachusetts*, Notice of Apparent Liability for Forfeiture, 39 FCC Rcd 4486 (2024).

<sup>4</sup> 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.

<sup>5</sup> *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).

<sup>6</sup> 47 U.S.C. § 511(h).

<sup>7</sup> 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 June 6 and July 12, 2023, Marius operated, without a license, a radio station transmitting on 105.3 MHz at {[ ]} Oakdale Street in Brockton, Massachusetts. On June 7 and July 12, 2023, Marius operated, without a license, a radio station transmitting on 89.3 MHz at {[ ]} Walk Hill Street in Mattapan, Massachusetts. On June 21, 2023, Marius operated, without a license, a radio station transmitting on 105.3 MHz at {[ ]} Tucker Terrace in Randolph, Massachusetts.<sup>8</sup> These transmissions exceeded the field strength limits for operation under part 15 of the Commission's rules.

6. Following an investigation by the Bureau, the Commission issued the *NAL* on April 26, 2024, in which it found that Marius apparently willfully and knowingly violated section 511 of the Act<sup>9</sup> by operating the Station on 105.3 MHz on June 6, June 21, and July 12, 2023, and on 89.3 MHz on June 7 and July 12, 2023. The *NAL* proposed a forfeiture of \$597,775 for Marius's willful and knowing violations of Section 511 of the Act. In his Response, Marius 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 areas of Brockton, Mattapan, and Randolph, Massachusetts. Based on Marius's demonstrated inability to pay the forfeiture proposed in the *NAL*, coupled with the cessation of unauthorized broadcasts by the Station, the Bureau and Marius 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.** Marius 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, Marius 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 Marius concerning the matters that were the subject of the Investigation, or to set for hearing the question of Marius's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.<sup>10</sup>

11. **Admission.** Marius 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.** Marius 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 by Marius of material assistance to another committing acts of pirate radio broadcasting will violate section 511 of the Act and the terms of this Consent Decree. Marius 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

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

<sup>9</sup> 47 U.S.C. § 511.

<sup>10</sup> See 47 CFR § 1.93(b).

Communications Commission, 45 L Street, N.E., Washington, DC 20554, with a copy submitted electronically to [field@fcc.gov](mailto:field@fcc.gov); any failure to report such noncompliance will violate the terms of this Consent Decree.

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.** Marius will pay a civil penalty to the United States Treasury in the amount of Ten Thousand Dollars (\$10,000) (Civil Penalty) within thirty (30) calendar days of the Effective Date. Marius acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).<sup>11</sup> 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. Marius shall send electronic notification of payment to [field@fcc.gov](mailto: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:<sup>12</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>13</sup> or printed CORES form<sup>14</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>15</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.
- 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

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

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

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

<sup>14</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>15</sup> 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.** Marius 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 Five Hundred Eighty-Seven Thousand, Seven Hundred Seventy-Five Dollars (\$587,775) (Additional Civil Penalty). Marius 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 Marius.

16. **Event of Default.** Marius agrees that an Event of Default shall occur upon (a) the failure to pay the full amount of the Civil Penalty 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 Marius 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 Bureau or Commission finding that Marius 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 Marius.

18. **Waivers.** As of the Effective Date, Marius 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. Marius 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 Marius nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Marius shall waive any statutory right to a trial *de novo*. Marius hereby agrees to waive any claims he may otherwise have under the Equal Access to Justice Act<sup>16</sup> relating to the matters addressed in this Consent Decree.

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

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<sup>16</sup> 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 Marius does not expressly consent), that provision will be superseded by such Rule or order.

22. **Successors and Assigns.** Marius 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.

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Patrick Webre  
Acting Chief  
Enforcement Bureau

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Date

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Jean Marius

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Date