

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

In re Applications of

FoxFur Communications, LLC,  
WOLF Radio, Inc., and  
Family Life Ministries, Inc.

For Consent to Assignment of Licenses for  
WCIS-FM, Derryter, New York  
W252AC, Fairmount, New York

For Consent to Assignment of License for  
WCIO(FM), Oswego, New York

For Consent to Assignment of License for  
WOLF-FM, Baldwinsville, New York

)	)
)	)
)	NAL/Acct. No. 201641410009
)	FRN: 0018750067
)	)
)	)
)	Facility ID Nos. 22134 and 25016
)	File Nos. BALH-20160408ABJ, BALH-
)	20160624ABP
)	File Nos. BALFT-20160408ABK, BALFT-
)	20160624ABW
)	)
)	)
)	Facility ID No. 5344
)	File No. BALH-20160408ABJ, BALH-
)	20160624ABO
)	)
)	)
)	Facility ID No. 7716
)	File No. BALH-20160408ABJ, BALH-
)	20160624ABS

**ORDER**

**Adopted: September 12, 2016**

**Released: September 12, 2016**

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and FoxFur Communications, LLC (FoxFur). The Consent Decree resolves issues arising from the Bureau's review of the captioned applications for consent to the assignment of licenses for Stations: (1) WCIS-FM, Derryter, New York, W252AC, Fairmount, New York, from FoxFur to Family Life Ministries, Inc. (Family); (2) WCIO(FM), Oswego, New York, from WOLF Radio, Inc. (WOLF)<sup>1</sup> to Family; and (3) WOLF-FM, Baldwinsville, New York, from Family to FoxFur; and whether FoxFur violated Section 73.3555 of the FCC's Rules (Rules) by implementing a time brokerage agreement that resulted in FoxFur having an unauthorized attributable interest in eight radio station in the Syracuse radio market, in violation of Section 73.3555(a)(1)(ii) of the Rules.<sup>2</sup> On April 28, 2016, the Bureau issued a Notice of Apparent Liability to FoxFur in the amount of \$20,000 for this violation.<sup>3</sup> FoxFur timely filed a response to the *NAL* on July 14, 2016.

2. We have negotiated the attached Consent Decree, which provides for FoxFur to make a civil penalty payment to the United States Treasury in the amount of \$16,000, reduced from the amount proposed in the *NAL* based on FoxFur's showing of a history of compliance.

<sup>1</sup> FoxFur and WOLF are commonly-controlled entities.

<sup>2</sup> 47 CFR § 73.3555(a)(1)(ii).

<sup>3</sup> *FoxFur Communications, LLC*, Memorandum Opinion and Order and Notice of Apparent Liability, 31 FCC Rcd 6872 (MB 2016) (*NAL*).

3. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's consideration of potential violations of the Rules.

4. ACCORDINGLY, IT IS ORDERED that, pursuant to Section 4(i) of the Communications Act of 1934, as amended,<sup>4</sup> and by the authority delegated by Sections 0.61 and 0.283 of the FCC's Rules,<sup>5</sup> the Consent Decree attached hereto IS ADOPTED.

5. IT IS FURTHER ORDERED, pursuant to Section 503(b) of the Communications Act of 1934, as amended, and Section 1.80 of the FCC's Rules,<sup>6</sup> that the *Notice of Apparently Liability for Forfeiture* issued to FoxFur Communications, LLC, for willfully violating Section 73.3555(a)(1)(ii) of the FCC's Rules IS HEREBY REDUCED to \$16,000.

6. IT IS FURTHER ORDERED that the investigation by the Media Bureau of the matters noted above IS TERMINATED.

7. IT IS FURTHER ORDERED that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to FoxFur Communications, LLC and WOLF Radio, Inc., 401 W. Kirkpatrick Street, Syracuse, NY 13204, and to its counsel, Francisco R. Montero, Esq., Fletcher Heald & Hildreth, PLLC, 1300 North 17<sup>th</sup> Street, 11<sup>th</sup> Floor, Arlington, VA 22209, and to counsel for Family Life Ministries, Inc., Joseph C. Chautin III, Esq., Hardy, Carey, Chautin, & Balkin, LLP, 1080 West Causeway Approach, Mandeville, LA 70471.

FEDERAL COMMUNICATIONS COMMISSION

William T. Lake  
Chief, Media Bureau

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<sup>4</sup> 47 U.S.C. § 4(i).

<sup>5</sup> 47 CFR §§ 0.61, 0.283.

<sup>6</sup> 47 U.S.C. § 503(b); 47 CFR § 1.80.

CONSENT DECREE**I. Introduction**

1. This Consent Decree is entered into by: (a) the Media Bureau of the Federal Communications Commission; and (b) FoxFur Communications, LLC.

**II. Definitions**

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.*;
- (b) “April Assignment Applications” means the dismissed applications for consent to assign the licenses of Stations WCIS-FM, Deruyter, New York; W252AC, Fairmount, New York, WCIO(FM), Oswego, New York; and WOLF-FM, Baldwinsville, New York (File Nos. BALH-20160408ABJ, BALFT-20160408ABK, BALH-20160408ABL, and BALH-20160408ABL, respectively);
- (c) “Bureau” means the Media Bureau of the Federal Communications Commission;
- (d) “Commission” or “FCC” means the Federal Communications Commission;
- (e) “Effective Date” means the date on which the Bureau releases the Order;
- (f) “Family” means Family Life Ministries, Inc.;
- (g) “FoxFur” means FoxFur Communications, LLC;
- (h) “Investigation” means the Bureau’s investigation of FoxFur’s violation of the Multiple Ownership Rule;
- (i) “June Assignment Applications” means the pending applications for consent to assign the licenses of Stations WCIS-FM, Deruyter, New York; W252AC, Fairmount, New York, WCIO(FM), Oswego, New York; and WOLF-FM, Baldwinsville, New York (File Nos. BALH-20160624ABP, BALFT-20160624ABW, BALH-20160624ABO, and BALH-20160624ABS, respectively);
- (j) “Multiple Ownership Rule” means Section 73.3555(a)(1)(ii) of the Rules, 47 CFR § 73.3555(a)(1)(ii);
- (k) “Order” means an order of the Bureau adopting this Consent Decree;
- (l) “Parties” means FoxFur and the Bureau;
- (m) “Rules” means the FCC’s regulations set forth in Title 47 of the Code of Federal Regulations;
- (n) “Station” means Stations WCIS-FM, Deruyter, New York (Facility ID No. 22134); W252AC, Fairmount, New York (Facility Id No. 25016); WCIO(FM), Oswego, New



York (Facility ID No. 5344); and WOLF-FM, Baldwinsville, New York (Facility ID No. 7716);

(o) “Violation” means the violation of the Multiple Ownership Rule; and

(p) “WOLF” means WOLF Radio, Inc.

### III. Background

3. On March 28, 2016, FoxFur and WOLF, commonly-controlled entities, entered into an Exchange Agreement with Family, pursuant to which FoxFur would assign WCIS-FM, W252AC, and WCIO(FM) to Family in exchange for Family’s station WOLF-FM<sup>1</sup> (WCIS-FM, W252AC, WCIO(FM), and WNDR-FM, collectively, the Stations). On the same date, FoxFur and Family also executed cross Time Brokerage Agreements (TBA), whereby Family would broker 100 percent of the programming for WOLF-FM, WCIS-FM and WCIO(FM), and FoxFur would broker 100 percent of the programming for WOLF-FM. On April 8, 2016, FoxFur and Family filed the April Assignment Applications seeking Commission consent to assign the licenses for (1) WCIS-FM and W252AC from FoxFur to Family; (2) WCIO(FM) from WOLF to Family; and (3) WOLF-FM from Family to FoxFur. The March 28, 2016, commencement of the TBA resulted in FoxFur having an attributable interest in eight radio stations, five of which are FM stations, in the Syracuse Metro, in violation of the local radio ownership rule, Section 73.355(a)(1)(ii).<sup>2</sup> On June 15, 2016, the Bureau issued a *Notice of Apparent Liability for Forfeiture* for the Violation and dismissed the April Assignment Applications.<sup>3</sup> On June 24, 2016, FoxFur filed the June Assignment Applications. FoxFur timely filed a response to the *NAL* on July 14, 2016.

4. Because of the issues identified in the Bureau’s investigation, the Parties have agreed to enter into this Consent Decree, to which both FoxFur and the Bureau intend to be legally bound.

### IV. Agreement

5. The Parties acknowledge that any proceeding that might result from FoxFur’s violation of the Multiple Ownership Rule, referred to in Paragraph 3 above, would be time-consuming and require substantial expenditure of public and private resources. In order to conserve such resources, and to resolve the matter, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

6. FoxFur and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. Both FoxFur and the Bureau each represent and warrant that its signatory is duly authorized to enter into this Consent Decree on its behalf. FoxFur agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree.

7. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between FoxFur and the Bureau concerning FoxFur’s Violation, as discussed herein.

8. In express reliance on the covenants and representations in this Consent Decree, the Bureau agrees that it will not use the Violation in any action against FoxFur, provided that FoxFur

<sup>1</sup> At the time of the agreement, WOLF-FM’s callsign was WNDR-FM.

<sup>2</sup> See 47 CFR § 73.3555(a)(1)(ii) and Note 2(j) of Section 73.3555.

<sup>3</sup> See *FoxFur Communications, LLC*, Memorandum Opinion and Order and Notice of Apparent Liability, 31 FCC Rcd 6872 (MB 2016) (*NAL*).



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1. This Consent Decree is entered into by: (a) the Media Bureau of the Federal Communications Commission; and (b) FoxFur Communications, LLC.

**II. Definitions**

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.*;
- (b) “April Assignment Applications” means the dismissed applications for consent to assign the licenses of Stations WCIS-FM, Derryter, New York; W252AC, Fairmount, New York; WCIO(FM), Oswego, New York; and WOLF-FM, Baldwinsville, New York (File Nos. BALH-20160408ABJ, BALFT-20160408ABK, BALH-20160408ABL, and BALH-20160408ABI, respectively);
- (c) “Bureau” means the Media Bureau of the Federal Communications Commission;
- (d) “Commission” or “FCC” means the Federal Communications Commission;
- (e) “Effective Date” means the date on which the Bureau releases the Order;
- (f) “Family” means Family Life Ministries, Inc.;
- (g) “FoxFur” means FoxFur Communications, LLC;
- (h) “Investigation” means the Bureau’s investigation of FoxFur’s violation of the Multiple Ownership Rule;
- (i) “June Assignment Applications” means the pending applications for consent to assign the licenses of Stations WCIS-FM, Derryter, New York; W252AC, Fairmount, New York; WCIO(FM), Oswego, New York; and WOLF-FM, Baldwinsville, New York (File Nos. BALH-20160624ABP, BALFT-20160624ABW, BALH-20160624ABO, and BALH-20160624ABS, respectively);
- (j) “Multiple Ownership Rule” means Section 73.3555(a)(1)(ii) of the Rules, 47 CFR § 73.3555(a)(1)(ii);
- (k) “Order” means an order of the Bureau adopting this Consent Decree;
- (l) “Parties” means FoxFur and the Bureau;
- (m) “Rules” means the FCC’s regulations set forth in Title 47 of the Code of Federal Regulations;
- (n) “Station” means Stations WCIS-FM, Derryter, New York (Facility ID No. 22134); W252AC, Fairmount, New York (Facility Id No. 25016); WCIO(FM), Oswego, New

York (Facility ID No. 5344); and WOLF-FM, Baldwinsville, New York (Facility ID No. 7716);

(o) “Violation” means the violation of the Multiple Ownership Rule; and

(p) “WOLF” means WOLF Radio, Inc.

### **III. Background**

3. On March 28, 2016, FoxFur and WOLF, commonly-controlled entities, entered into an Exchange Agreement with Family, pursuant to which FoxFur would assign WCIS-FM, W252AC, and WCIO(FM) to Family in exchange for Family’s station WOLF-FM<sup>1</sup> (WCIS-FM, W252AC, WCIO(FM), and WNDR-FM, collectively, the Stations). On the same date, FoxFur and Family also executed cross Time Brokerage Agreements (TBA), whereby Family would broker 100 percent of the programming for WCIS-FM and WCIO(FM), and FoxFur would broker 100 percent of the programming for WOLF-FM. On April 8, 2016, FoxFur and Family filed the April Assignment Applications seeking Commission consent to assign the licenses for (1) WCIS-FM and W252AC from FoxFur to Family; (2) WCIO(FM) from WOLF to Family; and (3) WOLF-FM from Family to FoxFur. The March 28, 2016, commencement of the TBA resulted in FoxFur having an attributable interest in eight radio stations, five of which are FM stations, in the Syracuse Metro, in violation of the local radio ownership rule, Section 73.3555(a)(1)(ii).<sup>2</sup> On June 15, 2016, the Bureau issued a *Notice of Apparent Liability for Forfeiture* for the Violation and dismissed the April Assignment Applications.<sup>3</sup> On June 24, 2016, FoxFur filed the June Assignment Applications. FoxFur timely filed a response to the *NAL* on July 14, 2016.

4. Because of the issues identified in the Bureau’s investigation, the Parties have agreed to enter into this Consent Decree, to which both FoxFur and the Bureau intend to be legally bound.

### **IV. Agreement**

5. The Parties acknowledge that any proceeding that might result from FoxFur’s violation of the Multiple Ownership Rule, referred to in Paragraph 3 above, would be time-consuming and require substantial expenditure of public and private resources. In order to conserve such resources, and to resolve the matter, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

6. FoxFur and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. Both FoxFur and the Bureau each represent and warrant that its signatory is duly authorized to enter into this Consent Decree on its behalf. FoxFur agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree.

7. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between FoxFur and the Bureau concerning FoxFur’s Violation, as discussed herein.

8. In express reliance on the covenants and representations in this Consent Decree, the Bureau agrees that it will not use the Violation in any action against FoxFur, provided that FoxFur

<sup>1</sup> At the time of the agreement, WOLF-FM’s callsign was WNDR-FM.

<sup>2</sup> See 47 CFR § 73.3555(a)(1)(ii) and Note 2(j) of Section 73.3555.

<sup>3</sup> See *FoxFur Communications, LLC*, Memorandum Opinion and Order and Notice of Apparent Liability, 31 FCC Rcd 6872 (MB 2016) (*NAL*).



satisfies all of its obligations under this Consent Decree. In the event that FoxFur fails to satisfy any of its obligations under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to the Violation, and/or the violation of this Consent Decree.

9. FoxFur hereby stipulates that it violated the Multiple Ownership Rule to the extent described in Paragraph 3 above.

10. The Bureau has agreed to accept and FoxFur has agreed to make a civil penalty payment to the United States Treasury in the amount of Sixteen Thousand Dollars (\$16,000) within thirty (30) calendar days after the Effective Date. FoxFur will also send electronic notification of payment to Alexander Sanjenis at Alexander.Sanjenis@fcc.gov and Michael Wagner at Michael.Wagner@fcc.gov on the date said payment is made. Such payment will be made, without further protest or recourse to a *trial de novo*, by a check or similar instrument, wire transfer or credit card and must include the Account Number and FRN referenced in the caption to the Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

11. The Bureau will grant the pending June Assignment Applications for the Stations (File Nos. BALH-20160624ABP, BALFT-20160624ABW, BALH-20160624ABO, and BALH-20160624ABS) after the Effective Date, provided that the following conditions have been met: 1) FoxFur has fully and timely satisfied its obligation to make the payment referenced in Paragraph 10 of this Decree; and 2) there are no issues other than the Violation that would preclude the grant of the June Assignment Applications.

12. FoxFur represents that, as of the date of its execution of this Consent Decree, it fully complies with the Multiple Ownership Rule.

13. FoxFur agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent FoxFur fails to satisfy any condition, in the absence of Commission alteration of the condition or Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, designation of the matter for hearing, letters of admonishment, or forfeitures.

14. The Consent Decree will be binding on FoxFur's successors-in-interest and assigns. FoxFur agrees that any future application to assign or transfer control of the Station will include a statement executed by an authorized representative of the proposed assignee or transferee consenting to assumption of the responsibilities and duties set forth in this Consent Decree with regard to the Station.

15. FoxFur waives any and all rights that 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 Order, provided that the Order adopts the Consent Decree without change, addition or modification.

16. FoxFur waives any claims that it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 CFR § 1.1501 et seq., relating to the matters discussed in this Consent Decree.

17. FoxFur and the Bureau agree that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided that the Order adopts the Consent Decree without change, addition, or modification.

18. If any Party (or the United States on behalf of the FCC) brings a judicial action to enforce the terms of the Order, none of the Parties shall contest the continuing validity of the Consent Decree or the Order. FoxFur and the Bureau further agree that they will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and that they will consent to a judgment incorporating the terms of this Consent Decree.

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

20. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION

By: \_\_\_\_\_  
William T. Lake, Chief

Date: \_\_\_\_\_

FOXFUR COMMUNICATIONS, LLC

By: \_\_\_\_\_  
Craig Fox, Member

Date: 9/12/2016



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9. FoxFur hereby stipulates that it violated the Multiple Ownership Rule to the extent described in Paragraph 3 above.

10. The Bureau has agreed to accept and FoxFur has agreed to make a civil penalty payment to the United States Treasury in the amount of Sixteen Thousand Dollars (\$16,000) within thirty (30) calendar days after the Effective Date. FoxFur will also send electronic notification of payment to Alexander Sanjens at Alexander.Sanjens@fcc.gov and Michael Wagner at Michael.Wagner@fcc.gov on the date said payment is made. Such payment will be made, without further protest or recourse to a *trial de novo*, by a check or similar instrument, wire transfer or credit card and must include the Account Number and FRN referenced in the caption to the Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

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11. The Bureau will grant the pending June Assignment Applications for the Stations (File Nos. BALH-20160624ABP, BALFT-20160624ABW, BALH-20160624ABO, and BALH-20160624ABS) after the Effective Date, provided that the following conditions have been met: 1) FoxFur has fully and timely satisfied its obligation to make the payment referenced in Paragraph 10 of this Decree; and 2) there are no issues other than the Violation that would preclude the grant of the June Assignment Applications.

12. FoxFur represents that, as of the date of its execution of this Consent Decree, it fully complies with the Multiple Ownership Rule.

13. FoxFur agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent FoxFur fails to satisfy any condition, in the absence of Commission alteration of the condition or Rule, it will be deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, designation of the matter for hearing, letters of admonishment, or forfeitures.

14. The Consent Decree will be binding on FoxFur's successors-in-interest and assigns. FoxFur agrees that any future application to assign or transfer control of the Station will include a statement executed by an authorized representative of the proposed assignee or transferee consenting to assumption of the responsibilities and duties set forth in this Consent Decree with regard to the Station.

15. FoxFur waives any and all rights that 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 Order, provided that the Order adopts the Consent Decree without change, addition or modification.

16. FoxFur waives any claims that it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 CFR § 1.1501 et seq., relating to the matters discussed in this Consent Decree.

17. FoxFur and the Bureau agree that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided that the Order adopts the Consent Decree without change, addition, or modification.

18. If any Party (or the United States on behalf of the FCC) brings a judicial action to enforce the terms of the Order, none of the Parties shall contest the continuing validity of the Consent Decree or the Order. FoxFur and the Bureau further agree that they will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and that they will consent to a judgment incorporating the terms of this Consent Decree.

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

20. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION

By:   
William T. Lake, Chief

Date: 9-12-16

FOXFUR COMMUNICATIONS, LLC

By:   
Craig Fox, Member

Date: 9/12/2016