

**Before the  
Federal Communications Commission  
Washington, DC 20554**

In the Matter of	)	
	)	Acct. No.: MB- 201641420017
Sinclair Broadcast Group, Inc.	)	
	)	FRN: 0004331096
	)	

**ORDER**

**Adopted: July 29, 2016**

**Released: July 29, 2016**

By the Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Media Bureau (the “Bureau”) of the Federal Communications Commission (the “Commission”) and Sinclair Broadcast Group, Inc. (“Sinclair”).
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; terminating the investigations referenced therein regarding Sinclair’s compliance with the Communications Act and the Commission’s rules and policies; and, subsequent to the timely and complete payment by Sinclair of the Settlement Payment, granting the license renewal applications listed in the Appendix to the Consent Decree.
3. Based on the record before us, we conclude that nothing in that record creates a substantial and material question of fact as to whether Sinclair possesses the basic qualifications to be a Commission licensee.
4. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Communications Act<sup>1</sup> and the authority delegated by Sections 0.61 and 0.283 of the Commission’s rules,<sup>2</sup> the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.
5. **IT IS FURTHER ORDERED** that all investigations by the Bureau into the matters covered by the Consent Decree **ARE TERMINATED**.
6. **IT IS FURTHER ORDERED** that all adversarial pleadings and complaints relating to the matters covered by the Consent Decree that are pending before the Bureau as of the effective date of this Consent Decree **ARE DISMISSED WITH PREJUDICE**.
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 Barry M. Faber, Sinclair Broadcast Group, Inc., 10706 Beaver Dam Road, Cockeysville, MD 21030.

FEDERAL COMMUNICATIONS COMMISSION

William T. Lake  
Chief  
Media Bureau

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<sup>1</sup> 47 U.S.C. § 154(i).

<sup>2</sup> 47 CFR §§ 0.61, 0.283.

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**CONSENT DECREE**

1. The Media Bureau of the Federal Communications Commission and Sinclair Broadcast Group, Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of resolving and terminating the Media Bureau's Investigation into Sinclair's practices, as defined and discussed below.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended.<sup>3</sup>
  - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Applications" means the pending applications for license renewal of the Sinclair Stations, listed in the Appendix.
  - (d) "Attributable LMA" means an LMA pursuant to which a broadcast television station licensee brokers more than 15 percent of the weekly broadcast hours of another broadcast television station in the licensee's Designated Market Area, as defined by Nielsen Media Research.
  - (e) "Bureau" means the Media Bureau of the Federal Communications Commission.
  - (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 Sinclair is subject by virtue of its business activities.
  - (h) "Cunningham" means Cunningham Broadcasting Corporation and all of its direct and indirect subsidiaries that hold authorizations issued by the FCC.
  - (i) "Effective Date" means the date by which both the Bureau and Sinclair have signed the Consent Decree.
  - (j) "Investigation" means the Bureau's consideration of any alleged violations of the Communications Laws by Sinclair with respect to: (1) the good faith negotiation requirement of Section 325 of the Communications Act of 1934, as amended, and Section 76.65 of the Commission's rules; (2) whether Sinclair allegedly exercised *de facto* control over Cunningham Broadcast Corporation and allegedly violated the Commission's News Distortion Policy, as well as other allegations reflected in the pending pleadings listed in the Appendix and in other pleadings or complaints

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<sup>3</sup> 47 U.S.C. § 151 *et seq.*

pending before the Bureau related to the Sinclair Stations; and (3) whether Sinclair violated the Commission's rules with respect to its operation of a non-grandfathered Local Marketing Agreement, as discussed in paragraphs 3-6 of this Consent Decree.

- (k) "JSA" means a joint sales agreement under which a broadcast licensee authorizes a broker to sell advertising time for the brokered station.
- (l) "LMA" means a local marketing agreement under which a broadcast licensee sells blocks of time to a broker, who supplies the programming and sells the advertising for those blocks of time.
- (m) "Local Television Ownership Rule" means Section 73.3555(b) of the Rules, and the Notes thereto.
- (n) "News Distortion Policy" means the Commission's policy related to the "staging" of news events or stories.
- (o) "Non-Sinclair Stations" are television broadcast stations that are not directly or indirectly under *de jure* control of Sinclair.
- (p) "Ownership Rules" means Section 73.3555 of the Rules, and the Notes thereto.
- (q) "Parties" means Sinclair and the Bureau, each of which is a "Party."
- (r) "Retransmission Consent Rules" means Section 325 of the Act and Part 76, Subpart D, of the Rules.
- (s) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (t) "Sinclair" or "the Company" means Sinclair Broadcast Group, Inc. and its affiliates, subsidiaries, predecessors-in-interest, assigns, transferees, and successors-in-interest.
- (u) "Sinclair Stations" are television broadcast stations or licensees that are under *de jure* control of Sinclair.
- (v) "SSA" means a shared services agreement between broadcasters to share services, such as (but not limited to) technical support, back-office support, or production of newscasts.

## II. BACKGROUND

3. *Good Faith Negotiation Issues.* Section 325 of the Act prohibits broadcast television stations and multichannel video programming distributors (MVPDs) from "failing to negotiate in good faith" for consent to retransmit commercial television broadcast signals.<sup>4</sup> In 2014, Congress amended Section 325 to establish that it would be a *per se* breach of a broadcaster's good faith negotiation obligation to negotiate jointly for retransmission consent in certain circumstances. Specifically, Congress directed the Commission to adopt rules that would "prohibit a television broadcast station from coordinating negotiations or negotiating on a joint basis with another television broadcast station in the same local market . . . to grant retransmission consent . . . unless such stations are directly or indirectly under common *de jure* control permitted under the regulations of the Commission."<sup>5</sup> The Commission adopted a rule provision codifying the statutory language prohibiting joint negotiations in February 2015.<sup>6</sup>

<sup>4</sup> 47 U.S.C. §325(b)(2)(C).

<sup>5</sup> *STELA Reauthorization Act of 2014* (STELAR), Pub. L. No. 113-200, § 103(a); 47 U.S.C. § 325(b)(3)(C)(iv). In Commission regulations and precedent, the phrase "de jure control" refers to ownership of more than 50 percent of the voting interests in a licensee. *2000 Biennial Regulatory Review, Amendment of Parts 43 and 63 of the Commission's Rules*, Notice of Proposed Rulemaking, 15 FCC Rcd 24624, para. 14 (2000) ("De jure control is present where equity-holders voting together own or control fifty percent or more of the licensee's voting shares"); (continued...)

4. This Consent Decree resolves the Media Bureau's investigation into whether Sinclair has violated its good faith negotiation obligation by engaging in prohibited joint negotiations. In the course of the Investigation, the Bureau found that Sinclair represented numerous Non-Sinclair Stations in retransmission consent negotiations with MVPDs between April 2, 2015 (the effective date of the Commission's rule implementing the statutory prohibition on joint negotiation) and November 30, 2015. More specifically, during this time period, Sinclair negotiated retransmission consent on behalf of, or coordinated negotiations with, a total of 36 Non-Sinclair Stations with which it had JSAs, LMAs, or SSAs, concurrently with its negotiation for retransmission consent of at least one Sinclair Station in the same local market. These negotiations involved a total of six different MVPDs, and in some instances Sinclair represented the same Non-Sinclair Station in retransmission consent negotiations with multiple MVPDs.

5. *Licensing Issues.* This Consent Decree also resolves the Bureau's consideration of the pleadings listed in the Appendix and all other pleadings or complaints pending before the Bureau related to the Sinclair Stations, which raise, *inter alia*, allegations concerning Sinclair's compliance with Section 310(d) of the Act, the Local Television Ownership Rule, and the News Distortion Policy. Section 310(d) prohibits any transfer of control of a Commission license (whether *de jure* or *de facto*) without prior Commission consent.<sup>7</sup> The Local Television Ownership Rule permits common ownership of two full-power television stations licensed to communities in the same Designated Market Area (DMA) only under specific circumstances.<sup>8</sup> "News distortion" refers to the airing of intentionally false news events or stories.<sup>9</sup> Pending before the Bureau is one petition to deny filed by Free Press and one informal objection

(Continued from previous page)

*Federal Communications Bar Association's Petition for Forbearance from Section 310(d) of the Communications Act Regarding Non-Substantial Assignments of Wireless Licenses and Transfers of Control Involving Telecommunications Carriers and Personal Communications Industry Association's Broadband Personal Communications Services Alliance's Petition for Forbearance For Broadband Personal Communications Services*, Memorandum Opinion and Order, 13 FCC Rcd 6293, para. 7 (1998) (*De jure* control "is present where a shareholder or shareholders voting together own or control fifty percent or more of the licensee's voting shares"); *Application of Fox Television Stations, Inc.*, 10 FCC Rcd 8452, 8513 (1995) (holding that a corporate licensee was under the *de jure* control of the shareholder who owned more than 50 percent of the shares); *Metromedia, Inc.*, 98 FCC 2d 300, 305-306 (1984) (stating that *de jure* control of a closely held licensee would constitute "ownership of over 50 percent of the corporation's stock"). In the case of a partnership, "de jure control" refers to ownership of a general partnership interest. 47 CFR § 1.2110(c)(2).

<sup>6</sup> *Implementation of Sections 101, 103 and 105 of the STELA Reauthorization Act of 2014*, Order, 30 FCC Rcd 2380 at para. 4 (2015) ("STELAR Order") (adopting 47 C.F.R. § 76.65(b)(1)(viii), among other changes to the Rules). See also *Totality NPRM*, 30 FCC Rcd 10327 at note 65 (reminding parties that "stations operating under ... 'sidecar' arrangements, even if attributable, cannot jointly negotiate retransmission consent with a station in the same market owned by the broker because they are not 'under common de jure control'").

<sup>7</sup> 47 U.S.C. § 310(d).

<sup>8</sup> 47 C.F.R. § 73.3555(b). Under the Local Television Ownership Rule, the Grade B contours may not overlap, unless, at the time the application to acquire the station(s) is filed: (1) at least one of the two stations is not ranked among the top four stations in the DMA, based on the most recent all-day audience share; and (2) at least eight independently owned and operating, full-power commercial and noncommercial television stations would remain in the DMA after the transaction. Although the rule refers to Grade B contours, we note that, following the digital transition, the Commission developed the digital noise-limited contour (NLSC) to approximate the same probability of service as the analog Grade B contour, stated that the two are roughly equivalent, and proposed to replace the Grade B contour with the NLSC contour for purposes of the rule. See 47 C.F.R. § 73.622(e); *2014 Quadrennial Regulatory Review — Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996*, Further Notice of Proposed Rulemaking and Report and Order, 29 FCC Rcd 4371,4383-84 (2014) (*2014 Quadrennial Review FNPRM and Report and Order*).

<sup>9</sup> See, e.g., *Hunger in America*, 20 F.C.C.2d 143, 151 (1969). But see, *WGPR, Inc., and CBS, Memorandum Opinion and Order*, 10 FCC Rcd 8140, 8146-8148 (1995), vacated and remanded sub. nom., *Serafyn v. CBS*, 149 F.3d 1213 (D.C. Cir. 1998).

filed by Sinclair Media Watch, both of which allege that Sinclair licensees in North and South Carolina acquired control of same-market television stations without Commission consent and thereby violated Section 310(d) and the Local Television Ownership Rule. In addition, the Bureau has before it a pending petition to deny the renewal of station WBFF(TV), Baltimore, MD, a Sinclair licensee, alleging news distortion on the part of the station.

6. Attributable LMAs that otherwise would violate the Local Television Ownership Rule may be permissible if they have been grandfathered by the Commission.<sup>10</sup> In connection with its review of the acquisition of Allbritton Communications Co. by Sinclair, the Bureau found that an LMA between WMMP(TV), Charleston, South Carolina, and WTAT-TV, Charleston, South Carolina, was both attributable and not entitled to grandfathering protection.<sup>11</sup> That LMA also governed WVAH(TV), Charleston, WV and WRGT-TV, Dayton, OH, both licensed to Cunningham. The LMA is no longer in effect. This Consent Decree resolves the Bureau's investigation of Sinclair's operation of this LMA.

7. Sinclair and the Bureau have engaged in settlement negotiations regarding all facets of the Investigation and the aforementioned pleadings. The Bureau and Sinclair agree to the following terms and conditions of settlement, and hereby enter into this Consent Decree as provided herein.

### III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** Sinclair agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

10. **Effective Date; Violations.** 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. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

11. **Non-Admission of Liability:** The Parties agree that, by entering into this Consent Decree, Sinclair makes no admission of liability of any kind.

12. **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 and any other investigations pending before the Bureau related to the matters discussed in paragraphs 3-6 above, dismiss with prejudice or deny any outstanding adversarial pleadings relating to the matters discussed in paragraphs 3-6 above, cancel any outstanding Forfeiture Order issued by the Bureau relating to the Sinclair Stations, and grant the Applications within 45 days after the timely and complete satisfaction by Sinclair of its obligation to make the Settlement Payment referenced in paragraph 18 of this Consent Decree. In consideration for the termination of the Investigation, Sinclair 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 or in connection with other Letters of Inquiry related to the Investigation through the Effective Date, or the existence of

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<sup>10</sup> LMAs entered into prior to November 5, 1996, were grandfathered in those cases where attribution of a non-grandfathered LMA would have resulted in violation of the local TV ownership rule. *Review of the Commission's Regulations Governing Broadcasting*, Report and Order, 14 FCC Rcd 12903, 12963 (1999). Grandfathering was conditioned on the outcome of the Commission's 2004 biennial review, at which time the Commission was to reconsider their status. *Id.* at 12964. On April 2, 2002, the D.C. Court of Appeals held, in part, that the Commission's limited grandfathering of LMAs was permissible. *Sinclair Broadcast Group v. FCC*, 284 F.3d 148, 165-168 (DC Cir. 2002).

<sup>11</sup> Letter from Barbara A. Kreisman, Chief, Video Division, to Clifford M. Harrington, Esq. (Dec. 6, 2013); *Allbritton Communications Co.*, Memorandum Opinion and Order, 29 FCC Rcd 9156, 9164 n. 67 (MB 2014).

this Consent Decree, to institute or recommend that the Commission institute any new proceeding, formal or informal, or take any action on its own motion or recommend any such action by the Commission concerning the matters that were the subject of the Investigation or any other related investigations pending before the Bureau. The Bureau also 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 proceeding concerning, or to set for hearing, the question of Sinclair's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations, and that it will not recommend that the Commission take any such action.<sup>12</sup>

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Sinclair shall appoint its Chief Accounting Officer to serve as Compliance Officer and to discharge the duties set forth below for the duration of the Compliance Plan. The Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Sinclair 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 Retransmission Consent Rules and the Ownership Rules prior to assuming his or her duties.

14. **Compliance Plan.** Sinclair agrees that it shall, within sixty (60) calendar days after the Effective Date, develop, implement, and maintain a Compliance Plan that is designed to ensure future compliance with the terms and conditions of this Consent Decree, including the following:

- (a) Sinclair shall engage independent counsel familiar with the Retransmission Consent Rules to advise it in connection with Sinclair's retransmission consent negotiations. Such advice shall include periodic updates on developments in the rules and their implementation as well as updates on standard industry practices regarding retransmission consent.
- (b) Sinclair shall consult with such counsel during retransmission consent negotiations prior to proposing any non-industry-standard, non-price term, for the purpose of ensuring Sinclair's compliance with its obligation to bargain in good faith under the Retransmission Consent Rules.

15. **Reporting Noncompliance.** Sinclair shall report any noncompliance with the Retransmission Consent Rules, the Ownership Rules, or the terms and conditions of this Consent Decree, within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance and the circumstances under which it occurred; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance; and (v) the schedule on which such preventive actions will be taken. All reports of noncompliance shall be submitted to Martha Heller, Chief, Policy Division, Media Bureau, Federal Communications Commission, 445 12th Street, SW, Room 4-A766, Washington, DC 20554, and submitted electronically to Martha Heller at Martha.Heller@fcc.gov and Lyle Elder at Lyle.Elder@fcc.gov.

16. **Compliance Reports.** Sinclair shall file confidential Compliance Reports with the Commission six (6) calendar months after the Effective Date and every six (6) months thereafter, with the final report to be submitted one week after the termination date of the Compliance Plan.

- (a) Each Compliance Report shall include:

13. a detailed description of Sinclair's efforts during the relevant period (ending one week before the filing date of each report) to comply with the terms and conditions of this Consent Decree, the Ownership Rules, and the Retransmission Consent Rules;

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<sup>12</sup> See 47 C.F.R. § 1.93(b).

14. a chart listing all Non-Sinclair Stations with which Sinclair has an LMA, a JSA, an SSA, a time brokerage agreement (TBA),<sup>13</sup> or other similar agreement (with any necessary explanation), the licensee of each station, the station's DMA, and whether Sinclair has an attributable interest in the station's licensee; and
  15. a list of MVPDs with which Sinclair negotiated retransmission consent at any time during the relevant period, identifying, if applicable, the date on which the negotiation ended, as well as the date on which any then-current carriage agreement was or is scheduled to expire. For each MVPD, Sinclair shall provide a list of any Non-Sinclair Stations represented by Sinclair in those negotiations, the licensee of each station, the station's DMA, and whether Sinclair has an attributable interest in the station's licensee.
- (b) In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Sinclair, stating that the Compliance Officer has personal knowledge that Sinclair has established, implemented, and is maintaining the Compliance Plan and is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree.
  - (c) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must be in the form set forth in Section 1.16 of the Rules<sup>14</sup> and be subscribed to as true under penalty of perjury in substantially the form set forth therein.
  - (d) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Sinclair, shall provide the Commission with a detailed explanation of the reason(s) why. Such reports shall include a detailed explanation of: (i) each instance of noncompliance and the circumstances under which it occurred; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance; and (v) the schedule on which such preventive actions will be taken.
  - (e) All Compliance Reports shall be submitted to the Chief, Policy Division, Media Bureau, Federal Communications Commission, 445 12th Street, SW, Room 4-A766, Washington, DC 20554, and submitted electronically to Martha Heller at [Martha.Heller@fcc.gov](mailto:Martha.Heller@fcc.gov) and Lyle Elder at [Lyle.Elder@fcc.gov](mailto:Lyle.Elder@fcc.gov).

17. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13-16 shall expire thirty-six (36) months after the Effective Date.

18. **Settlement Payment.** Sinclair will make a settlement payment to the United States Treasury in the amount of nine million, four hundred ninety-five thousand dollars (\$9,495,000) within ninety (90) calendar days after the Effective Date (Settlement Payment). Sinclair acknowledges and agrees that, upon execution of this Consent Decree, the Settlement Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>15</sup> Sinclair shall send electronic notification of payment to Martha Heller at [Martha.Heller@fcc.gov](mailto:Martha.Heller@fcc.gov), copying Lyle Elder at [Lyle.Elder@fcc.gov](mailto:Lyle.Elder@fcc.gov), on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of

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<sup>13</sup> Like an LMA, a TBA refers to "the sale by a licensee of discrete blocks of time to a 'broker' that supplies the programming to fill that time and sells the commercial spot announcements in it." See 47 C.F.R. § 73.3555, Note 2(j).

<sup>14</sup> 47 C.F.R. § 1.16.

<sup>15</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (1996).

payment, a completed FCC Form 159 (Remittance Advice) must be submitted.<sup>16</sup> 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.

Questions regarding payment procedures should be addressed to the Financial Operations Group Help Desk by phone, 1-877-480-3201, or by e-mail, ARINQUIRIES@fcc.gov.

19. **Waivers.** As of the Effective Date, each Party hereto 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. Sinclair shall retain the right to challenge Commission interpretation of the Consent Decree. 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 Sinclair nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Sinclair shall waive any statutory right to a trial *de novo*. Sinclair hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>17</sup> relating to the matters addressed in this Consent Decree. Notwithstanding any provision of the Consent Decree or the Adopting Order, this Consent Decree shall be void and of no further force and effect if the condition specified in paragraph 18 is not satisfied by Sinclair within the time period specified, or if the conditions specified in paragraph 12 are not satisfied by the Bureau within the time period specified.

20. **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.

21. **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.

22. **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 Sinclair does not expressly consent), that provision will be superseded by such Rule or Order.

<sup>16</sup> An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

<sup>17</sup> See 5 U.S.C. § 504; 47 C.F.R. §§ 1.1501–1.1530.



23. **Successors and Assigns.** Sinclair agrees that the provisions of this Consent Decree shall be binding on its subsidiaries, affiliates, successors, assigns, and transferees.

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

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

26. **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.

27. **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.

28. **Counterparts.** This Consent Decree may be signed in any number of 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.

\_\_\_\_\_  
William T. Lake  
Chief  
Media Bureau  
Federal Communications Commission

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

\_\_\_\_\_  
Barry M. Faber  
Executive Vice President /  
General Counsel  
Sinclair Broadcast Group, Inc.

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

## APPENDIX

Pleadings and Other Matters Resolved

- Petition to Deny filed by C. Richard D'Amato on 9/1/2004. Sinclair filed an Opposition on 10/1/2004.
- Petition to Deny filed by Free Press on 11/1/2004. Sinclair filed an Opposition on 12/1/2004.
- Several individuals and an organization named "Sinclair Media Watch" filed informal objections to the license renewal applications of WLOS(TV) and WMYA-TV. Sinclair opposed the informal objections.
- Jan and Durl Kruse filed an informal objection to the license renewal application of WICD(TV) on 8/2/2005.
- Kathleen Robbins filed an informal objection to the license renewal applications of WICD(TV) and WICS(TV) on 8/22/2005. Sinclair opposed the informal objection on 9/2/2005.
- Maureen Holtz filed an informal objection to the license renewal applications of WICD(TV) on 8/24/2005 and WICS(TV) on 8/25/2005. Sinclair opposed the informal objection regarding WICD(TV) on 9/2/2005 and opposed the information objection regarding WICS(TV) on 9/12/2005.
- The Commission issued a Notice of Apparent Liability for Forfeiture to KATV(TV) on 5/7/2007. The former owner of the station submitted an Opposition on 5/31/2007. On 4/9/2010, the Commission issued a Forfeiture Order rejecting the Opposition and imposing an \$8,000 fine. The former owner of the station filed a Petition for Reconsideration in April 2010.

Sinclair Station Renewal Applications to be Granted<sup>1</sup>

	Call Sign	Fac. ID	Community of License	File No.
1.	WBFF(TV)	10758	Baltimore, MD	BRCDDT-20120601APF BRCT-20040527ASQ
2.	WCIV(TV)	9015	Charleston, SC	BRCDDT-20120801AJY BRCT-20040730APZ
3.	WLFL(TV)	73205	Raleigh, NC	BRCDDT-20120801AKV BRCT-20040730ARF
4.	WLOS(TV)	56537	Asheville, NC	BRCDDT-20120801ALK BRCT-20040730AQF

<sup>1</sup> Some of the applications listed below include one or more low power television stations or translators that is associated with the main station license being renewed. The Bureau will grant the renewals of such low power television stations and/or translators in connection with its renewal of the associated main stations' licenses.

	Call Sign	Fac. ID	Community of License	File No.
5.	WMYV(TV)	25544	Greensboro, NC	BRC DT-20120801AKM BRCT-20040730ARP
6.	WRDC(TV)	54963	Durham, NC	BRC DT-20120801ALA BRCT-20040730ARG
7.	WXLV-TV	414	Winston-Salem, NC	BRC DT-20120801AKP BRCT-20040730ART
8.	WTTO(TV)	74138	Homewood, AL	BRC DT-20121203AQC BRCT-20041201AWE
9.	WICS(TV)	25686	Springfield, IL	BRC DT-20130801AKY BRCT-20050801ASO
10.	WJLA-TV	1051	Washington, DC	BRC DT-20120529AFT
11.	WCHS-TV	71280	Charleston, WV	BRC DT-20120601APM
12.	WRLH-TV	412	Richmond, VA	BRC DT-20120601APJ
13.	WTVZ-TV	40759	Norfolk, VA	BRC DT-20120601APP
14.	WEAR-TV	71363	Pensacola, FL	BRC DT-20121001ASC
15.	WFGX(TV)	6554	Fort Walton Beach, FL	BRC DT-20121001ASO
16.	WTCN-CA	70865	Palm Beach, FL	BRTTA-20121001AVD
17.	WTVX(TV)	35575	Fort Pierce, FL	BRC DT-20121001AUI
18.	WTWC-TV	66908	Tallahassee, FL	BRC DT-20121001ATE
19.	WWHB-CA	63557	Stuart, FL	BRTTA-20121001AVH
20.	WDKY-TV	64017	Danville, KY	BRC DT-20130401AOM
21.	WTVC(TV)	22590	Chattanooga, TN	BRC DT-20130401AOP
22.	WUXP-TV	9971	Nashville, TN	BRC DT-20130401AQT
23.	WZTV(TV)	418	Nashville, TN	BRC DT-20130401AQI
24.	WKEF(TV)	73155	Dayton, OH	BRC DT-20130603AJF

	Call Sign	Fac. ID	Community of License	File No.
25.	WKRC-TV	11289	Cincinnati, OH	BRC DT-20130603AJX
26.	WSMH(TV)	21737	Flint, MI	BRC DT-20130603AKL
27.	WSYX(TV)	56549	Columbus, OH	BRC DT-20130603ALD
28.	WTOV-TV	74122	Steubenville, OH	BRC DT-20130603AWN
29.	WWMT(TV)	74195	Kalamazoo, MI	BRC DT-20130603AJK
30.	WCGV-TV	71278	Milwaukee, WI	BRC DT-20130801AMA BRCT-20050801BBZ
31.	WICD(TV)	25684	Champaign, IL	BRC DT-20130801ALL
32.	WMSN-TV	10221	Madison, WI	BRC DT-20130801AHM
33.	WVTV(TV)	74174	Milwaukee, WI	BRC DT-20130801AMD
34.	KBSI(TV)	19593	Cape Girardeau, MO	BRC DT-20131017AJD
35.	KDNL-TV	56524	St. Louis, MO	BRC DT-20131017CDZ
36.	KDSM-TV	56527	Des Moines, IA	BRC DT-20131017AJJ
37.	KGAN(TV)	25685	Cedar Rapids, IA	BRC DT-20131017AJO
38.	KPTH(TV)	77451	Sioux City, IA	BRC DT-20131017AJT
39.	WUCW(TV)	36395	Minneapolis, MN	BRC DT-20131202CEV
40.	KAAS-TV	11912	Salinas, KS	BRC DT-20140131ANY
41.	KOCB(TV)	50170	Oklahoma City, OK	BRC DT-20140131ANA
42.	KOCW(TV)	83181	Hoisington, KS	BRC DT-20140131AOC
43.	KOKH-TV	35388	Oklahoma City, OK	BRC DT-20140131ANJ
44.	KSAS-TV	11911	Wichita, KS	BRC DT-20140131ANT
45.	KPTM(TV)	51491	Omaha, NE	BRC DT-20140203ATR
46.	KABB(TV)	56528	San Antonio, TX	BRC DT-20140327BHB
47.	KFDM(TV)	22589	Beaumont, TX	BRC DT-20140327BJB
48.	KGBT-TV	34457	Harlingen, TX	BRC DT-20140327BIZ

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49.	KVII-TV	40446	Amarillo, TX	BRC DT-20140327BHP
50.	WOAI-TV	69618	San Antonio, TX	BRC DT-20140327BHE
51.	KDBC-TV	33764	El Paso, TX	BRC DT-20140401AFE
52.	KEYE-TV	33691	Austin, TX	BRC DT-20140401AFL
53.	KFOX-TV	33716	El Paso, TX	BRC DT-20140401AFT
54.	KBOI-TV	49760	Boise, ID	BRC DT-20140602ASW
55.	KLEW-TV	56032	Lewiston, ID	BRC DT-20140602ATC
56.	KMYU(TV)	35822	St. George, UT	BRC DT-20140602AVC
57.	KRXI-TV	48360	Reno, NV	BRC DT-20140602BEA
58.	KSNV(TV)	10179	Las Vegas, NV	BRC DT-20140602AVR
59.	KUTV(TV)	35823	Salt Lake City, UT	BRC DT-20140602AUJ
60.	KVCW(TV)	10195	Las Vegas, NV	BRC DT-20140602AVN
61.	KVIH-TV	40450	Clovis, NM	BRC DT-20140602AST
62.	KBAK-TV	4148	Bakersfield, CA	BRC DT-20140801AFI
63.	KBFX-CD	51501	Bakersfield, CA	BRDTA-20140801AFH
64.	KFRE-TV	59013	Sanger, CA	BRC DT-20140801AFL
65.	KMPH-CD	168338	Merced-Mariposa, CA	BRDTA-20140801AFN
66.	KMPH-TV	51488	Visalia, CA	BRC DT-20140801AFO
67.	KATU(TV)	21649	Portland, OR	BRC DT-20141001CAQ
68.	KCBY-TV	49750	Coos Bay, OR	BRC DT-20141001CDG
69.	KEPR-TV	56029	Pasco, WA	BRC DT-20141001BYM
70.	KIMA-TV	56033	Yakima, WA	BRC DT-20141001BYN
71.	KOMO-TV	21656	Seattle, WA	BRC DT-20141001CEA
72.	KORX-CD	71072	Walla Walla, WA	BRTTA-20141001BYA
73.	KPIC(TV)	61551	Roseburg, OR	BRC DT-20141001CDP

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74.	KTVL(TV)	22570	Medford, OR	BRC DT-20141001BAY
75.	KUNP(TV)	81447	La Grande, OR	BRC DT-20141001CBA
76.	KUNS-TV	4624	Bellevue, WA	BRC DT-20141001CDZ
77.	KUNW-CD	167797	Yakima, WA	BRDTA-20141001BXZ
78.	KVAL-TV	49766	Eugene, OR	BRC DT-20141001CDL
79.	KVVK-CD	25358	Kennewick, etc., WA	BRDTA-20141001BXX
80.	WGME-TV	25683	Portland, ME	BRC DT-20141201BBD
81.	WCWN(TV)	73264	Schenectady, NY	BRC DT-20150202ADV
82.	WNYO-TV	67784	Buffalo, NY	BRC DT-20150202ABF
83.	WRGB(TV)	73942	Schenectady, NY	BRC DT-20150202ADT
84.	WSTM-TV	21252	Syracuse, NY	BRC DT-20150202ABX
85.	WUHF(TV)	413	Rochester, NY	BRC DT-20150202ABL
86.	WUTV(TV)	415	Buffalo, NY	BRC DT-20150202ABH
87.	WHP-TV	72313	Harrisburg, PA	BRC DT-20150401ADN
88.	WJAC-TV	73120	Johnstown, PA	BRC DT-20150401ADZ
89.	WPGH-TV	73875	Pittsburgh, PA	BRC DT-20150401ADV
90.	WPNT(TV)	73907	Pittsburgh, PA	BRC DT-20150401ADX