

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of
TEGNA Inc., parent of
Multimedia Holdings Corporation
Licensee of Station WTLV,
Jacksonville, Florida
File No.: EB-IHD-16-00022388
Acct. No.: 201732080005
FRN: 0001887363
Facility ID No.: 65046

ORDER

Adopted: May 30, 2017

Released: May 30, 2017

By the Deputy Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) has entered into a Consent Decree to resolve the Commission’s investigation into whether Station WTLV, licensed to Multimedia Holdings Corporation (Multimedia), a subsidiary of TEGNA Inc. (TEGNA), violated laws governing the Emergency Alert System (EAS) by improperly transmitting EAS tones in televised material promoting the National Football League’s Jacksonville Jaguars team. These laws preserve the ability of authentic EAS tones to be heeded and perform important functions during actual emergencies, such as gaining the listener’s or viewer’s attention prior to the transmission of potentially life-saving information and conveying specially coded signals to activate critical emergency equipment. To settle this matter, TEGNA admits that Station WTLV aired promotional material that contained simulated EAS tones, absent an actual emergency or authorized test of the EAS, and agrees to implement a compliance plan and pay a \$55,000 civil penalty.

2. The EAS is the national public warning system that requires broadcasters, cable television operators, wireline video service providers, satellite digital audio radio service providers, and direct broadcast satellite providers to supply the communications capability to the President of the United States to address the American public during a national emergency. Federal, state, and local authorities may also use the EAS to deliver emergency information, such as AMBER alerts and weather information targeted to specific areas. To preserve the unique purpose of the EAS tones, the Commission enforces laws prohibiting the use of the tones, or simulations of them, except in actual emergencies or authorized tests of the EAS. These distinctive tones are well-known warning signals to the public, and the laws governing use of the EAS tones apply irrespective of the language used by the entity that transmits the tones. Thus, frivolous or other unauthorized use of actual or simulated EAS tones risks desensitizing the public to the tones’ association with critical information, and such “Cry Wolf” scenarios present a real threat to public safety.

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 terminating the referenced investigation regarding Multimedia’s compliance with Section 325(a) of the Communications Act of 1934, as amended (Act)¹, and Section 11.45 of the Commission’s rules (Rules).²

¹ 47 U.S.C. § 325(a).

² 47 CFR § 11.45.

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

5. Accordingly, **IT IS ORDERED** that, pursuant to Section 4(i) of the Act⁴ and the authority delegated by Sections 0.111 and 0.311 of the Rules,⁵ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

6. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against Multimedia and/or its station related to the above-captioned investigation that are pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

8. **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 Todd A. Mayman, Executive Vice President, Chief Legal and Administrative Officer, TEGNA Inc., 7950 Jones Branch Drive, McLean, Virginia 22107, and TEGNA's lawyers, Ann West Bobeck, Esq., and Jennifer Johnson, Esq., Covington & Burling LLP, One CityCenter, 850 Tenth Street, NW, Washington, DC 20001.

FEDERAL COMMUNICATIONS COMMISSION

Phillip Rosario
Deputy Chief
Enforcement Bureau

³ See 47 CFR § 1.93(b).

⁴ 47 U.S.C. § 154(i).

⁵ 47 CFR §§ 0.111, 0.311.

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CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and TEGNA Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Commission’s investigation into whether Multimedia Holdings Corporation, a subsidiary of TEGNA Inc., violated Section 325(a) of the Communications Act of 1934, as amended, and Section 11.45 of the Commission’s rules by improperly transmitting Emergency Alert System tones in televised material promoting the Jacksonville Jaguars football team.

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.
(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) ‘Commission’ and ‘FCC’ mean the Federal Communications Commission and all of its bureaus and offices.
(e) ‘Communications Laws’ means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which TEGNA is subject by virtue of its activities as a Commission licensee including, but not limited to, the EAS Laws.
(f) ‘Complaint’ means the third-party complaint received by the Bureau on August 9, 2016, on file in EB-IHD-16-00022388, alleging that Station WTLV misused EAS Tones in promotional material.
(g) ‘Compliance Officer’ means the individual designated in paragraph 13 of this Consent Decree as the person responsible for administration of the Compliance Plan.
(h) ‘Compliance Plan’ means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 14.
(i) ‘Covered Employees’ means all employees and agents of Multimedia who materially perform, supervise, oversee, or manage duties that relate to Multimedia’s

1 47 U.S.C. § 151 et seq.

compliance with the EAS Laws, and, for the first eighteen (18) months after the Effective Date, all employees and agents of TEGNA who materially perform, supervise, oversee, or manage duties that relate to TEGNA's compliance with the EAS Laws.

- (j) "EAS" means the Emergency Alert System.
- (k) "EAS Laws" means the rules and regulations embodied in Section 325(a) of the Act, Part 11 of the Rules, and the published and promulgated orders and decisions of the Commission regarding proper use of EAS Tones.
- (l) "EAS Tones" means any part of the four-part message used to activate an emergency alert, specifically: the Preamble and EAS Header Codes; Audio Attention Signal; message; and, Preamble and EAS End Of Message (EOM) Codes, as defined in Section 11.31 of the Rules, as well as any simulations thereof.
- (m) "Effective Date" means the date by which both the Bureau and TEGNA have signed the Consent Decree.
- (n) "Investigation" means the Bureau's investigation in case EB-IHD-16-00022388 regarding whether MHC violated the EAS Laws.
- (o) "Multimedia" or "MHC" means Multimedia Holdings Corporation and all subsidiaries, predecessors-in-interest, and successors-in-interest.
- (p) "Operating Procedures" means the standard internal operating procedures and compliance policies established by TEGNA to implement the Compliance Plan.
- (q) "Parties" means TEGNA and the Bureau, each of which is a "Party."
- (r) "Promotion" means the material transmitted by Station WTLV that contained simulated EAS Tones embedded in an advertisement for the Jacksonville Jaguars, a National Football League team.²
- (s) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (t) "Station" or "WTLV" means commercial television Station WTLV, Jacksonville, Florida (Facility ID No. 65046), licensed to MHC.
- (u) "TEGNA" means TEGNA Inc. and all subsidiaries, predecessors-in-interest, and successors-in-interest to the extent they hold FCC authorizations to operate broadcast stations.

II. BACKGROUND

3. Pursuant to Section 325(a) of the Act, no person within the jurisdiction of the United States shall knowingly utter or transmit any false signals of distress.³ Additionally, Section 11.45 of the Rules prohibits the transmission of false or deceptive "EAS codes or Attention Signal[s], or a recording or simulation thereof, in any circumstance other than in an actual National, State or Local Area emergency or authorized test of the EAS."⁴

² The Promotion was produced by MHC as a file entitled "JagsTV16_HDStorm Warning_50%" and was depicted in a video available on the Internet. *See* Scott Jones, What the Hell was this Tegna Station Thinking?, FTVLive (Aug. 9, 2016), <http://www.ftvlive.com/todays-news/2016/8/9/what-the-hell-was-this-tegna-station-thinking> (Jones Article).

³ 47 U.S.C. § 325(a).

⁴ 47 CFR § 11.45.

4. The Commission received a Complaint on August 9, 2016, alleging that WTLV had “aired a commercial multiple times that improperly used the EAS data burst and tone.”⁵ The Complaint contained a hyperlink to the Promotion, which when accessed depicts an advertisement for the Jacksonville Jaguars football team accompanied by what sounds like EAS Tones. The Bureau directed Multimedia, licensee of WTLV, to respond to the allegations.⁶ Multimedia timely responded⁷ and requested confidential treatment of certain portions of its response.⁸

5. Multimedia, a wholly-owned subsidiary of TEGNA, holds a Commission license to operate television Station WTLV.⁹ The Station serves the Jacksonville, Florida area, an Atlantic seaport city in Florida’s northeast corner that is susceptible to flooding, storm surge, and severe tropical storms and hurricanes.¹⁰ Multimedia states that it received the Promotion from the National Football League’s Jacksonville Jaguars team.¹¹ Station staff subsequently inserted the advertisement into WTLV’s master control system, allowing the Promotion to air four times over three days, from August 6 through 8, 2016.¹² The transmissions of the EAS Tones embedded in the Promotion were not associated with a legitimate test of the EAS or an actual emergency.¹³ Although MHC claims that its “routine operating policies and practices” prohibit the improper transmission of EAS Tones, its employees apparently failed to screen the Promotion before airing it,¹⁴ which resulted in the improper broadcasts at issue here.

6. The Promotion opens with EAS Tones accompanied by the sounds of howling winds and thunder claps.¹⁵ Between the EAS Tones and the sounds of a storm, a voiceover states, “This is an emergency broadcast transmission. This is not a test. This is an emergency broadcast transmission. This is not a test. Please remain calm. Seek shelter.”¹⁶ The Promotion closes with EAS Tones playing in the background.¹⁷

⁵ See Complaint (submitted Aug. 9, 2016) (on file in EB-IHD-16-00022388).

⁶ Letter from Matthew L. Conaty, Deputy Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to TEGNA Inc. (Sep. 6, 2016) (on file in EB-IHD-16-00022388) (LOI).

⁷ Letter from Todd A. Mayman, Esq., Executive Vice President, Chief Legal and Administrative Officer, TEGNA Inc., to Marlene H. Dortch, Secretary, FCC (Oct. 6, 2016) (on file in EB-IHD-16-00022388) (LOI Response); Confidentiality Request from Todd A. Mayman, Esq., Executive Vice President, Chief Legal and Administrative Officer, TEGNA Inc., to Marlene H. Dortch, Secretary, FCC (Oct. 6, 2016) (on file in EB-IHD-16-00022388) (requesting confidential treatment of certain information Multimedia provided in response to the Bureau’s LOI).

⁸ This Order and Consent Decree does not disclose material identified as confidential by Multimedia, so we defer ruling on the request unless and until necessary. See 47 CFR § 0.459(d)(3) (the Commission may defer acting on requests for confidential treatment of materials submitted to the Commission until a request for inspection has been made pursuant to § 0.460 or § 0.461. Such materials will be accorded confidential treatment until the Commission acts on the confidentiality request and all subsequent appeal and stay proceedings have been exhausted). See, e.g., *Radio License Holding CBC, LLC*, Order and Consent Decree, 31 FCC Rcd 3, 8, para. 5 & n.16 (EB 2016).

⁹ LOI Response at 1-2.

¹⁰ See U.S. Geological Survey, Science Plan U.S. Geological Survey Florida District, U.S. Geological Survey Open-File Report 0-180, 14 (2001), http://fl.water.usgs.gov/PDF_files/ofr01_180_hammett.pdf.

¹¹ LOI Response at 2, 7.

¹² See *id.* at 3.

¹³ *Id.* at 5.

¹⁴ See *id.* at 5-7.

¹⁵ *Id.* at Exh. F; see Jones Article.

¹⁶ LOI Response at Exh. F.

¹⁷ *Id.*

7. On August 8, 2016, a senior member of WTLV's staff was watching the Station's fourth transmission of the Promotion.¹⁸ Upon seeing the Promotion, which aired at approximately 10:36 p.m., he contacted WTLV's president and general manager to advise him that the Promotion may have contained an improper use of EAS Tones.¹⁹ He also advised staff that the Promotion must not be aired again.²⁰ Multimedia subsequently removed the Promotion from its master control system.²¹ According to MHC's analysis, the EAS Tones embedded in the Promotion were simulated and did not trigger any EAS equipment.²²

III. TERMS OF AGREEMENT

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

9. **Jurisdiction.** TEGNA 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.** 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.

11. **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 its Investigation and dismiss the Complaint. In consideration for the termination of the Investigation and dismissal of the Complaint, TEGNA 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, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against TEGNA concerning the matters that were the subject of the Investigation. 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 use the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against TEGNA with respect to its basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

12. **Admission of Liability.** TEGNA admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 11 herein, that Station WTLV's broadcasts of simulated EAS Tones in commercial material promoting the Jacksonville Jaguars football team violated the Commission's EAS Laws.

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, (i) TEGNA shall designate a senior corporate manager with the requisite corporate and organizational authority to serve, for the first eighteen (18) months after the Effective Date, as a Compliance Officer and to discharge the duties set forth below; and (ii) Multimedia shall designate a senior corporate manager with the requisite corporate and organizational authority to thereafter serve, for the next eighteen (18) months until the termination date of this Consent Decree as set forth in paragraph 17, as a Compliance Officer and to discharge the duties set forth below. The person so designated as the Compliance Officer shall be responsible, during the associated period of time set forth above, for developing, implementing,

¹⁸ LOI Response at 6.

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² *See id.* at 4-5, Exh. C.

and administering the Compliance Plan and ensuring compliance with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the EAS Laws prior to assuming his/her duties.

14. **Compliance Plan.** For purposes of settling the matters set forth herein, TEGNA agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a companywide Compliance Plan, including for Multimedia, designed to ensure future compliance with the EAS Laws and with the terms and conditions of this Consent Decree. With respect to the EAS Laws, TEGNA will implement, at a minimum, the following procedures:

- (a) **Operating Procedures for Compliance with the EAS Laws.** Within sixty (60) calendar days after the Effective Date, TEGNA shall establish Operating Procedures that all Covered Employees must follow to help ensure TEGNA's compliance with the EAS Laws. TEGNA's Operating Procedures shall include internal procedures and policies specifically designed to ensure that TEGNA does not broadcast the EAS Tones absent an emergency or authorized EAS test. TEGNA also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the EAS Laws regarding broadcast of the EAS Tones.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, TEGNA shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the EAS Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure TEGNA's compliance with the EAS Laws. TEGNA shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. TEGNA shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** TEGNA shall establish and implement a Compliance Training Program on compliance with the EAS Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the obligation to report any noncompliance with the EAS Laws under paragraph 15 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within sixty (60) calendar days after the Effective Date, except that: (i) any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee; and (ii) any Covered Employee who is on leave during the applicable training period shall be trained within (30) calendar days after the date such person returns from leave. TEGNA shall conduct compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

15. **Reporting Noncompliance.** For the first eighteen (18) months after the Effective Date, TEGNA shall report any instance of noncompliance with either the EAS Laws or the terms and conditions of this Consent Decree, by any TEGNA station, within thirty (30) calendar days after discovery of such noncompliance. Thereafter, for the next eighteen (18) months until the termination date of this Consent Decree as set forth in paragraph 17, Multimedia shall report any instance of noncompliance with either the EAS laws, by any station, or the terms and conditions of this Consent Decree, by any station, within thirty (30) calendar days after discovery of such noncompliance. With respect to noncompliance with either the EAS Laws or the terms and conditions of this Consent Decree, such reports (submitted by TEGNA or Multimedia, as applicable) shall include a detailed explanation of: (i) each instance of

noncompliance; (ii) the steps that have been taken or will be taken to address such noncompliance; (iii) the schedule on which such actions will be taken; and (iv) the steps that have been taken or will be taken to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Matthew L. Conaty at Matthew.Conaty@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov.

16. **Compliance Reports.** TEGNA shall file compliance reports with the Commission one hundred and twenty (120) calendar days after the Effective Date and eighteen (18) months after the Effective Date, and Multimedia shall file compliance reports with the Commission twenty-seven (27) months after the Effective Date and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the EAS Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Multimedia or as an agent of and on behalf of TEGNA (as applicable), stating that such officer has personal knowledge (obtained directly or through others) that TEGNA and/or Multimedia (as applicable): (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 15 of this Consent Decree.
- (b) The certification shall be accompanied by a statement explaining the basis for such certification and shall comply with Section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.²³
- (c) If the Compliance Officer cannot provide the requisite certification, then such officer, as an agent of and on behalf of TEGNA or Multimedia (as applicable), shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that have been taken or will be taken to address such noncompliance, including the schedule on which such proposed action will be taken; and (iii) the steps that have been taken or will be taken to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Matthew L. Conaty at Matthew.Conaty@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov.

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

18. **Civil Penalty.** TEGNA will pay a civil penalty to the United States Treasury in the amount of fifty-five thousand dollars (\$55,000) within thirty (30) calendar days of the Effective Date. TEGNA shall send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Matthew L. Conaty at Matthew.Conaty@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Dana E. Leavitt at Dana.Leavitt@fcc.gov on the date said payment is made. The payment must be made

²³ 47 CFR § 1.16.

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 payment, a completed FCC Form 159 (Remittance Advice) must be submitted.²⁴ 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, TEGNA 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. TEGNA 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 Adopting Order, neither TEGNA nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and TEGNA shall waive any statutory right to a trial *de novo*. TEGNA hereby agrees to waive any claims it may have under the Equal Access to Justice Act²⁵ relating to the matters addressed in this Consent Decree.

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

²⁴ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

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

23. **Successors and Assigns.** TEGNA agrees that the provisions of this Consent Decree shall be binding on its 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 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.

Phillip Rosario
Deputy Chief
Enforcement Bureau

Date

Todd A. Mayman
Executive Vice President, Chief Legal and Administrative Officer
TEGNA Inc.

Date