

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

In the Matter of)	
)	
Scripps Broadcasting Holdings LLC, as successor-)	File No. EB-FIELDSCR-18-00027648
in-interest to KATC Communications, LLC,)	NAL/Acct. No.: 201932020006
registrant of Antenna Structure Registration No.)	FRN: 0002710192, 0025030222,
1020938, and)	0027980341
)	
Scripps Broadcasting Holdings LLC, registrant of)	
Antenna Structure Registration Nos. 1000138,)	
1000681, 1001064, 1018365, 1043247, 1045870,)	
1045871, 1055958, 1250854, and 1254898)	
)	

ORDER

Adopted: January 13, 2020

Released: January 13, 2020

By the Chief, Enforcement Bureau:

1. The Commission takes seriously its role in ensuring that antenna structures do not pose a hazard to air traffic. Monitoring lighting on these structures on a daily basis is a potentially life-saving measure critical to public safety. The Enforcement Bureau (Bureau) of the Federal Communications Commission has entered into a Consent Decree to resolve its investigation into Cordillera Communications, LLC (Cordillera), predecessor-in-interest to Scripps Broadcasting Holdings LLC (Scripps),¹ with respect to 11 antenna structures.² Specifically, the Bureau’s investigated whether Cordillera violated section 303(q) of the Communications Act of 1934, as amended (Act),³ and sections 17.47(a), 17.49, and 17.57 of the Commission’s rules⁴ by failing to conduct required daily inspections of the lighting systems of 10 antenna structures, by failing to completely log 12 lighting failures at seven antenna structures, and by failing to timely notify the Commission of its acquisition of two antenna structures. To settle this matter, Scripps has agreed to implement a compliance plan and will pay a \$1,130,000 civil penalty. This action will help promote aviation safety near antenna structures.

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 and terminating the

¹ In acquiring certain Cordillera subsidiaries, Scripps agreed to remain responsible in any enforcement actions arising out of the Bureau’s investigation. *See infra*, Consent Decree, para. 6.

² The 11 antenna structures are 1000138 (Great Falls, Montana), 1000681 (Bozeman, Montana), 1001064 (Billings, Montana), 1018365 (San Luis Obispo, California), 1020938 (Kaplan, Louisiana), 1043247 (Lexington, Kentucky), 1045870 (Blanca, Texas), 1045871 (Robstown, Texas), 1055958 (Bishop, Texas), 1250854 (Billings, Montana), and 1254898 (Branch, Louisiana).

³ 47 U.S.C. § 303(q).

⁴ 47 CFR §§ 17.47(a), 17.49, 17.57.

referenced investigation regarding Cordillera's compliance with section 303(q) of the Act⁵ and sections 17.47(a), 17.49, and 17.57 of the Commission's rules.⁶

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of Scripps's basic qualifications to hold or obtain any Commission license or authorization.⁷

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act⁸ and the authority delegated by sections 0.111 and 0.311 of the Commission's rules,⁹ the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

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

6. **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 Scripps Broadcasting Holdings LLC, 312, Walnut Street, 28th Floor, Cincinnati, Ohio 45202 and to Kenneth C. Howard, Jr., Esq., Baker & Hostetler LLP, 1050 Connecticut Avenue, NW, Suite 1100, Washington, DC 20036.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary C. Harold
Chief
Enforcement Bureau

⁵ 47 U.S.C. § 303(q).

⁶ 47 CFR §§ 17.47(a), 17.49, 17.57.

⁷ See 47 CFR § 1.93(b).

⁸ 47 U.S.C. § 154(i).

⁹ 47 CFR §§ 0.111, 0.311.

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

In the Matter of)) Scripps Broadcasting Holdings LLC, as successor-) in-interest to KATC Communications, LLC,) registrant of Antenna Structure Registration No.) 1020938, and)) Scripps Broadcasting Holdings LLC, registrant of) Antenna Structure Registration Nos. 1000138,) 1000681, 1001064, 1018365, 1043247, 1045870,) 1045871, 1055958, 1250854, and 1254898))	File No.: EB-FIELDSCR-18-00027648 NAL/Acct. No.: 201932020006 FRN: 0002710192, 0025030222, 0027980341
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------

CONSENT DECREE

1. The Commission takes seriously its role in ensuring that antenna structures do not pose a hazard to aviation safety. Regular, consistent monitoring of antenna structure lighting systems is potentially a life-saving measure, as it ensures that owners quickly learn of—and can correct—malfunctioning obstruction lights. The Enforcement Bureau of the Federal Communications Commission and Scripps, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau’s investigation into whether subsidiaries of Cordillera, Scripps’s predecessor-in-interest to the Kaplan Structure and the Antenna Structures, violated section 303(q) of the Act and sections 17.47(a), 17.49, and 17.57 of the Rules by failing to conduct required daily inspections of the lighting systems of the Kaplan Structure and nine of the 10 Antenna Structures, by failing to maintain complete records of twelve 12 lighting failures at seven of the Antenna Structures, and by failing to timely notify the Commission of its acquisition of two of the Antenna Structures. To resolve this matter, Scripps agrees to implement a compliance plan and pay a \$1,130,000 civil penalty. This action will help promote aviation safety near antenna structures.

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.¹
 - (b) “Adopting Order” means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) “Agreement” means that certain Agreement Regarding Transfer of Control and Assignment Applications, dated as of April 2, 2019, by, between, and among the Commission, Cordillera, Scripps Media, and Scripps, a copy of which is on file in EB-FIELDSCR-18-00027648.
 - (d) “Antenna Structures” means, individually and collectively, antenna structures registered with the Commission under the following registration numbers: 1000138 (Great Falls, Montana), 1000681 (Bozeman, Montana), 1001064 (Billings, Montana), 1018365 (San Luis Obispo, California), 1043247 (Lexington, Kentucky), 1045870

¹ 47 U.S.C. §§ 151 *et seq.*

(Blanca, Texas), 1045871 (Robstown, Texas), 1055958 (Bishop, Texas), 1250854 (Billings, Montana), and 1254898 (Branch, Louisiana).

- (e) “Bureau” means the Enforcement 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 Scripps is subject by virtue of its business activities, including but not limited to the Part 17 Rules.
- (h) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 13.
- (i) “Cordillera” means Cordillera Communications, LLC, and its affiliates, subsidiaries, and predecessors-in-interest.
- (j) “Covered Employees” means all employees and agents of Scripps who perform, supervise, oversee, or manage the performance of, duties that relate to Scripps’s responsibilities under the Communications Laws, including the Part 17 Rules, with respect to the Antenna Structures.
- (k) “Effective Date” means the date by which both the Bureau and Scripps have signed the Consent Decree and the Bureau has released an Adopting Order.
- (l) “Investigation” means the investigation commenced by the Bureau in EB-FIELDSCR-18-00027648 regarding whether Cordillera violated the Part 17 Rules.
- (m) “Kaplan Structure” means the antenna structure registered with the Commission under antenna registration number 1020938, located in Kaplan, Louisiana, which was destroyed as a result of the aircraft collision that occurred on August 31, 2018.
- (n) “LOI” means the Letter of Inquiry issued by the Bureau to KATC Communications, LLC, on November 5, 2018, in connection with the Investigation.
- (o) “LOI Response” means the response of Cordillera to the LOI, as submitted to the Bureau on December 18, 2018, and as supplemented on February 21, 2019, November 4, 2019, and November 27, 2019.
- (p) “Operating Procedures” means the standard internal operating procedures and compliance policies established by Scripps to implement the Compliance Plan.
- (q) “Part 17 Rules” means part 17 of the Rules, section 303(q) of the Act, and any Commission orders related to the marking, lighting, maintenance, monitoring, and registration of antenna structures.
- (r) “Parties” means Scripps and the Bureau, each of which is a “Party.”
- (s) “*Pro Forma* Assignment Applications” means those certain contingent applications, with lead file numbers BALCDT-20181113ABF, BALCDT-20181113ABG, BALCDT-20181113ABH, BALCDT-20181113ABN, BALCDT-20181113ABR, BALCDT-20181113ACB, BALCDT-20181113ACD, BALCDT-20181113ACO, BALCDT-20181113ACQ, and BAL-20181113ABJ, as amended, seeking the Commission’s consent, upon the consummation of the transactions contemplated by the Transfer of Control Applications, to the *pro forma* assignment of broadcast licenses from the assignor entity identified in each application to Scripps, a subsidiary of Scripps Media.

- (t) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (u) “Scripps” means Scripps Broadcasting Holdings LLC and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (v) “Scripps Media” means Scripps Media, Inc., and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (w) “Transfer of Control Applications” means those certain applications, with lead file numbers BTCCDT-20181109AAK, BTCCDT-20181109AAM, BTCCDT-20181109AAN, BTCCDT-20181109AAU, BTCCDT-20181109AAY, BTCCDT-20181109ABC, BTCCDT-20181109ABE, BTCCDT-20181109ABF, BTCCDT-20181109ABP and BTC-20181109AAR, as amended, seeking the Commission’s consent to transfer control of the Cordillera subsidiary identified in each application from Cordillera to Scripps Media.

II. BACKGROUND

3. The Part 17 Rules are designed to ensure that antenna structures do not pose a hazard to aviation safety. Section 303(q) of the Act states that a “permittee or licensee, and the tower owner in any case in which the owner is not the permittee or licensee, shall maintain the painting and/or illumination of the tower as prescribed by the Commission.”² Section 17.47(a) of the Part 17 Rules requires antenna structure owners to monitor the status of a structure’s lighting system by either (1) making “an observation of the antenna structure’s lights at least once each 24 hours either visually or by observing an automatic properly maintained indicator designed to register any failure of such lights” or (2) by “provid[ing] and properly maintain[ing] an automatic alarm system designed to detect any failure of such lights and to provide indication of such failure to the owner.”³ Section 17.49 of the Part 17 Rules obligates the “owner of each antenna structure which is registered with the Commission . . . [to] maintain a record of any observed or otherwise known extinguishment or improper functioning of a structure light” and specifies the required contents of such records.⁴ Section 17.57 of the Part 17 Rules states that “the [antenna structure] owner must also notify the Commission within 5 days of any change in structure height or change in ownership information.”⁵

4. On the morning of August 31, 2018, a small aircraft collided with the Kaplan Structure. At the time of the collision, the Kaplan Structure was registered to KATC Communications, LLC, which, prior to the consummation of the transactions contemplated by the Transfer of Control Applications, was a subsidiary of Cordillera. In the days following, the Bureau joined other federal and local agencies investigating the collision and the collapse of the Kaplan Structure. Although the Bureau ultimately found no evidence connecting the collision to a violation of the Part 17 Rules by Cordillera, in the fall of 2018, the Bureau found irregularities in Cordillera’s compliance with the Part 17 Rules that warranted an expansion of the Investigation.

5. On November 5, 2018, the Bureau issued the LOI seeking information about Cordillera’s compliance with the Part 17 Rules at each antenna structure registered to its subsidiaries. In reviewing the LOI Response, the Bureau observed other compliance irregularities at the Kaplan Structure and the 10 Antenna Structures. Specifically, the LOI Response disclosed numerous, sometimes longstanding, irregularities in the monitoring of the lighting systems for the Kaplan Structure and nine of the 10

² 47 U.S.C. § 303(q).

³ 47 CFR § 17.47(a).

⁴ 47 CFR §§ 17.49(a) – (d).

⁵ 47 CFR § 17.57.

Antenna Structures, failures to maintain complete records of 12 lighting failures at seven of the Antenna Structures, and failures to timely notify the Commission of Cordillera's acquisition of two of the Antenna Structures.⁶ In the LOI Response, Cordillera also affirmed that it had addressed the disclosed irregularities. Nothing in the LOI Response pertaining to Cordillera's compliance with the Part 17 Rules indicated that the collision resulted from Cordillera's violation of the Communications Laws.

6. Although the Investigation was focused on Cordillera's acts and omissions, Cordillera is not a party to this Consent Decree. On October 27, 2018, Scripps Media and Cordillera entered into an agreement by which Scripps Media would acquire all of the equity interests in 10 of Cordillera's 11 license subsidiaries. On November 9, 2018, the Cordillera and Scripps Media filed the Transfer of Control Applications with the Media Bureau, and on November 13, 2018, Scripps Media and Scripps filed the *Pro Forma* Assignment Applications with the Media Bureau. Because of the scope of the Bureau's ongoing investigation, coupled with Scripps Media's and Cordillera's desire to complete their proposed transaction, the parties executed the Agreement on April 2, 2019. In the Agreement, Scripps Media and Scripps agreed, following the consummation of the transactions contemplated by the Transfer of Control Applications, to accept liability with respect to the Investigation and to toll the applicable statute of limitations for a period of two years. On April 5, 2019, the Media Bureau granted the Transfer of Control Applications and the *Pro Forma* Assignment Applications, and the parties consummated their transactions on May 1, 2019.

7. Subsequently, the Bureau and Scripps negotiated the following terms and conditions of settlement and hereby enter into this Consent Decree.

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.** Scripps 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 the Investigation. In consideration for the termination of the Investigation, Scripps agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute any new proceeding on its own motion against Scripps concerning the matters that were the subject of the Investigation, or to set for hearing the question of Scripps's basic qualifications to be a Commission licensee or hold Commission licenses or authorizations.⁷

12. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Scripps shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as a Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Scripps 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

⁶ A summary of the irregularities at the Kaplan Structure and the Antenna Structures is set forth on Exhibit A.

⁷ See 47 CFR § 1.93(b).

discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Part 17 Rules prior to assuming his/her duties.

13. **Compliance Plan.** For purposes of settling the matters set forth herein, Scripps agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure each Antenna Structure's future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Part 17 Rules, Scripps will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within thirty (30) calendar days after the Effective Date, Scripps shall establish Operating Procedures that all Covered Employees must follow to help ensure Scripps's compliance with the Part 17 Rules with respect to each Antenna Structure. Scripps's Operating Procedures shall include internal procedures and policies specifically designed to ensure compliance of the lighting system of each Antenna Structure, either by (a) visually inspecting such Antenna Structure once every 24 hours, or (b) providing and properly maintaining an automatic alarm system designed to detect any failure of such lighting system and to provide indication of such failure to Scripps. Scripps shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Part 17 Rules with respect to each Antenna Structure.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Part 17 Rules and set forth the Operating Procedures that Covered Employees shall follow with respect to each Antenna Structure to help ensure Scripps's compliance with the Part 17 Rules. Scripps shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Scripps shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Scripps shall establish and implement a Compliance Training Program on compliance with the Part 17 Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Scripps's obligation to report any material noncompliance with the Part 17 Rules under paragraph 14 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 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. Scripps shall repeat 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.

14. **Reporting Noncompliance.** Scripps shall report any material noncompliance with the Part 17 Rules with respect to any Antenna Structures and with the terms and conditions of this Consent Decree within fifteen (15) calendar days after discovery of such material noncompliance. Such reports shall include a detailed explanation of: (i) each instance of material noncompliance; (ii) the steps that Scripps has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Scripps has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington DC 20554, with a copy submitted electronically to matthew.gibson@fcc.gov and field@fcc.gov.

15. **Compliance Reports.** Scripps shall file compliance reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, and twenty-four (24) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Scripps's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Part 17 Rules with respect to the Antenna Structures. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Scripps, stating that the Compliance Officer has personal knowledge that Scripps: (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 14 of this Consent Decree.
- (b) The Compliance Officer's 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.⁸
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Scripps, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) with respect to any Antenna Structure, each instance of material noncompliance with the terms and conditions of this Consent Decree or the Part 17 Rules; (ii) the steps that Scripps has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that Scripps has taken or will take 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 Office of the Field Director, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington DC 20554, with a copy submitted electronically to matthew.gibson@fcc.gov and field@fcc.gov.

16. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 12 through 15 of this Consent Decree shall expire on the later of (a) the submission of the final compliance report contemplated in paragraph 15, and (b) twenty-four (24) months after the Effective Date.

17. **Civil Penalty.** Scripps will pay a civil penalty to the United States Treasury in the amount of One Million, One Hundred Thirty Thousand Dollars (\$1,130,000) within thirty (30) calendar days of the Effective Date. Scripps acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).⁹ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. Scripps shall send electronic notification of payment to matthew.gibson@fcc.gov and field@fcc.gov on the date said payment is made. Payment of the Civil Penalty must be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),¹⁰ or by wire transfer. The Commission no longer accepts Civil

⁸ 47 CFR § 1.16.

⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

¹⁰ Payments made using the Commission's Fee Filer system do not require the submission of an FCC Form 159.

Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:¹¹

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed Form 159 must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).¹² For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu, and select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded – and then choose the “Pay by Credit Card” option. IMPORTANT NOTE: there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Pay bills” on the Fee Filer Menu and then select the bill number associated with the NAL Account – the bill number is the NAL Account number with the first two digits excluded (e.g., NAL 1912345678 = FCC bill Number 12345678) – and choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

18. **Event of Default.** Scripps agrees that an Event of Default shall occur upon the failure by Scripps to pay the Civil Penalty on or before the date specified in paragraph 17 of this Consent Decree.

19. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the Civil Penalty shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the Civil Penalty, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by Scripps.

20. **Waivers.** As of the Effective Date, Scripps 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. Scripps shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the

¹¹ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at ARINQUIRIES@fcc.gov.

¹² Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither Scripps nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Scripps shall waive any statutory right to a trial *de novo*. Scripps hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act¹³ relating to the matters addressed in this Consent Decree.

21. **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.

22. **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.

23. **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 Scripps does not expressly consent) that provision will be superseded by such Rule or order.

24. **Successors and Assigns**. Scripps agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

25. **Final Settlement**. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

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

27. **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.

28. **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.

¹³ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

29. **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.

Rosemary C. Harold
Chief
Enforcement Bureau

Date

William Appleton
Executive Vice President and General Counsel
Scripps Broadcasting Holdings LLC

Date

Exhibit A
Summary of Observed Irregularities

Antenna Structure	Irregularities Observed		
	47 CFR § 17.47(a)(1) (Monitoring Lighting System)	47 CFR § 17.49 (Logging Extinguishments)	47 CFR § 17.57 (Structure Registration)
1000138 (Great Falls, Montana)	♦	♦	
1000681 (Bozeman, Montana)	♦	♦	
1001064 (Billings, Montana)	♦		
1018365 (San Luis Obispo, California)		♦	
1020938 (Kaplan, Louisiana)	♦		
1043247 (Lexington, Kentucky)	♦	♦	
1045870 (Blanconia, Texas)	♦	♦	♦
1045871 (Robstown, Texas)	♦	♦	
1055958 (Bishop, Texas)	♦		♦
1250854 (Billings, Montana)	♦	♦	
1254898 (Branch, Louisiana)	♦	♦	