

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

In the Matter of ) File No. MB/Pol. 220418
)
Reynolds Media, Inc. ) Facility ID No. 131102
) CD Acct. No. 2022414300001
Licensee of Low Power Digital TV Station ) FRN: 0010291540
K26GS-D, Harrison, AR )

ORDER

Adopted: August 5, 2022

Released: August 5, 2022

By the Chief, Media Bureau:

1. The Media Bureau of the Federal Communications Commission (Bureau) and Reynolds Media, Inc. (Reynolds), licensee of Low Power Digital TV Station K26GS-D, Harrison, AR, have entered into a Consent Decree to resolve the Bureau’s investigation into whether Reynolds willfully and repeatedly violated sections 317(a) of the Communications Act of 1934, as amended,1 and 73.1212(a) of the Commission’s rules.2 The investigation involved Reynolds’ broadcast of appearances by various legally qualified candidates and spokespersons for commercial entities on what was purportedly a news interview and public affairs program without providing on-air sponsorship identification announcements disclosing that the interviews were paid-for events. To resolve this matter, Reynolds agrees to implement a comprehensive compliance plan and to pay a Civil Penalty to the United States Treasury in the amount of \$60,000. This action reinforces the Commission’s commitment to ensuring that broadcast stations comply with their sponsorship identification obligations.

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 referenced investigation regarding Reynolds’s compliance with its sponsorship identification obligations.

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

4. Accordingly, IT IS ORDERED that, pursuant to section 4(i) of the Act4 and the authority delegated by sections 0.61(e) and 0.283 of the Commission’s rules,5 the attached Consent Decree IS ADOPTED and its terms incorporated by reference.

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

1 47 U.S.C. § 317(a).

2 47 CFR § 73.1212(a).

3 See 47 CFR § 1.93(b).

4 47 U.S.C. § 154(i).

5 47 CFR §§ 0.61(e), 0.283.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent via e-mail to Paul Feldman, Esq., Fletcher, Heald & Hildreth, counsel for Reynolds Media, Inc., at [feldman@fhhlaw.com](mailto:feldman@fhhlaw.com).

FEDERAL COMMUNICATIONS COMMISSION

Holly Saurer  
Chief, Media Bureau

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

In the Matter of	)	File No. MB/Pol. 220418
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Reynolds Media, Inc.	)	Facility ID No. 131102
	)	CD Acct. No. 2022414300001
Licensee of Low Power Digital TV Station	)	FRN: 0010291540
K26GS-D, Harrison, AR	)	

**CONSENT DECREE**

1. The Media Bureau of the Federal Communications Commission and Reynolds Media, Inc. (Reynolds), licensee of Low Power Digital TV Station K26GS-D, Harrison, AR, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Media Bureau's investigation into whether Reynolds willfully and repeatedly violated sections 317(a) of the Communications Act of 1934, as amended,<sup>6</sup> and 73.1212(a) of the Commission's rules,<sup>7</sup> relating to sponsorship identification. The investigation involved Reynolds' broadcast of appearances by various legally qualified candidates and spokespersons for commercial entities on what was purportedly a news interview and public affairs program without providing on-air sponsorship identification announcements disclosing that the interviews were paid-for events. As set forth herein, to resolve this matter, Reynolds agrees to implement a comprehensive compliance plan to ensure its future compliance with its sponsorship identification obligations and to pay a Civil Penalty to the United States Treasury in the amount of \$60,000. This action reinforces the Commission's commitment to ensuring that broadcast stations comply with their sponsorship identification obligations.

**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>8</sup>
  - (b) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Advertising Package" means the "All in One" advertising bundle that Reynolds offered to sell to legally qualified candidates for \$1,500, and which included a live interview on the Station's news interview and public affairs program, Down on The Corner/The Morning Show.
  - (d) "Reynolds" means Reynolds Media, Inc., licensee of Low Power Digital TV Station K26GS-D, Harrison, AR, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
  - (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.

<sup>6</sup> 47 U.S.C. § 317(a).

<sup>7</sup> 47 CFR § 73.1212(a).

<sup>8</sup> 47 U.S.C. § 151 *et seq.*

- (g) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Reynolds is subject by virtue of its status as a Commission licensee.
- (h) “Covered Employees” means all employees, contractors, and agents of Reynolds at all stations of which Reynolds is and becomes the licensee who perform, supervise, oversee, or manage the performance of, duties that relate to Reynolds’ responsibilities under the Communications Laws, the Sponsorship ID Rules, and this Consent Decree.
- (i) “Effective Date” means the date on which the Bureau releases an Adopting Order which adopts and incorporates this Consent Decree after it has been duly executed by the Parties.
- (j) “Investigation” means the investigation which the Bureau commenced on May 12, 2022 in File No. MB/Pol. 220418, the subject of which was Reynolds’ compliance with the Sponsorship ID Rules arising from the suspected undisclosed paid appearances of guests on Down on the Corner/The Morning Show.
- (k) “Parties” means Reynolds and the Bureau, each of which is a “Party.”
- (l) “Program” or “Down on the Corner/The Morning Show” means the daily news interview and public affairs program on Station K26GS-D, Harrison, AR, which originally was called Down on the Corner and whose name was subsequently changed to The Morning Show.
- (m) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (n) “Sponsorship ID Rules” means the on-air sponsorship identification requirements set forth in sections 317(a) of the Communications Act of 1934, as amended, and 73.1212(a) of the Commission’s rules.
- (o) “Station” means Low Power Digital TV Station K26GS-D, Harrison, AR, of which Reynolds is the licensee.

## II. BACKGROUND

3. *Legal Framework.* Beginning with the Radio Act of 1927, broadcast stations have been required to identify on-air the sponsor of any paid program material that they broadcast.<sup>9</sup> When Congress adopted the Communications Act of 1934, and created the Federal Communications Commission, it incorporated into section 317 almost verbatim the same requirement that stations provide on-air sponsorship identification announcements.<sup>10</sup> Since that time, the Commission has continued to underscore the need for transparency and disclosure to the public about the true identity of a program’s sponsor. The Commission has explained that its sponsorship identification requirements are “grounded in the principle that listeners and viewers are entitled to know who seeks to persuade them . . . .”<sup>11</sup> When broadcasters air paid-for programming without disclosing the program’s sponsor, they can mislead the public.<sup>12</sup>

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<sup>9</sup> Radio Act of 1927, Pub. L. No. 69-632, 44 Stat. 1162, 1170 § 19 (repealed 1934).

<sup>10</sup> See 47 U.S.C. § 317.

<sup>11</sup> See, e.g., *Commission Reminds Broadcast Licensees, Cable Operators and Others of Requirements Applicable to Video News Releases and Seeks Comment on the Use of Video News Releases by Broadcast Licensees and Cable Operators*, Public Notice, 20 FCC Rcd 8593, 8593-94 (2005).

<sup>12</sup> *Cumulus Radio LLC, et. al*, Forfeiture Order, 36 FCC Rcd 738 (2021).

4. The Commission's longstanding sponsorship identification requirements are set forth in sections 317(a)(1) of the Act and 73.1212(a) of the Commission's rules. Specifically, section 317(a)(1) of the Act provides in part:

All matter broadcast by any radio station for which any money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by, the station so broadcasting, from any person, shall, at the time the same is so broadcast, be announced as paid for or furnished, as the case may be, by such person . . .<sup>13</sup>

Section 73.1212(a) of the Commission's rules, which implements section 317(a)(1), further provides in part:

When a broadcast station transmits any matter for which money, service, or other valuable consideration is either directly or indirectly paid or promised to, or charged or accepted by such station, the station, at the time of the broadcast, shall announce: (1) That such matter is sponsored, paid for, or furnished, either in whole or in part, and (2) By whom or on whose behalf such consideration was supplied . . .<sup>14</sup>

5. *Factual Background.* On April 14, 2022, the Bureau received a complaint about Reynolds' conduct relating to its broadcast of a daily news interview and public affairs show called *Down on the Corner* on Station K26GS-D. The complaint alleged that, instead of selecting candidates to appear as guests on the show based on their newsworthiness, Reynolds was engaged in selling an advertising package to candidates that included interviews on the show. Because the complaint raised questions about Reynolds' compliance with the Sponsorship ID Rules, the Bureau, on May 12, 2022, commenced its Investigation.

6. The Investigation revealed that the show on which the candidate interviews took place was originally called "*Down on the Corner.*" Although Reynolds subsequently changed the name of the show to "*The Morning Show,*" the format remained the same. The Program is, and at all relevant times has been, a daily news interview and public affairs show with local and regional guests. Reynolds considers segments of *Down on the Corner/The Morning Show* which contain interviews with guests to be *bona fide* news interviews. Station K26GS-D broadcasts the same episode of *Down on the Corner/The Morning Show* twice daily -- once in the morning (live) and again in the afternoon (taped).

7. In the Spring of 2022, Reynolds began a campaign to increase revenues at the Station by soliciting candidates to purchase advertising time on Station K26GS-D. In a printed flyer that Reynolds distributed, Reynolds offered candidates the opportunity to purchase an "All-in-One" Advertising Package for \$1,500 which explicitly included a personal live interview on *Down on the Corner/The Morning Show*. Multiple individuals who were legally qualified candidates for public office at the time purchased the Advertising Package and were subsequently interviewed (live) on the Program. Reynolds did not broadcast any sponsorship identification announcements disclosing that the appearances by the candidates on the Program were paid-for events. Unrelated to the Advertising Package, Reynolds also accepted money from several commercial entities in consideration for interviewing their spokespersons on *Down on the Corner/The Morning Show*. Reynolds accepted \$300 for each such appearance. Reynolds did not broadcast any sponsorship identification announcements disclosing that the appearances by the commercial spokespersons on the Program were paid-for events.

8. Reynolds conflated paid content with news, information, and public affairs programming. In doing so, Reynolds misled the public by creating a false impression for viewers that appearances of guests on *Down on the Corner/The Morning Show* constituted an expression of the Station's editorial judgment about their newsworthiness, rather than undisclosed sales pitches for which Reynolds had accepted money. Furthermore, Reynolds' failure to provide sponsorship identification announcements for paid appearances by candidates on a show that Reynolds held out to the public as a *bona fide* news

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<sup>13</sup> 47 U.S.C. § 317(a).

<sup>14</sup> 47 CFR § 73.1212(a).

interview and public affairs program was particularly egregious because such failure had the potential to undermine the public's confidence in the integrity of legitimate political discourse.

9. To resolve the Bureau's Investigation, the Parties now enter into this Consent Decree under the terms and conditions specified below.

### III. TERMS OF AGREEMENT

10. **Adopting Order.** This Consent Decree shall be incorporated by the Bureau in an Adopting Order.

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

12. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date, as defined herein. The Parties further agree that, as of the Effective Date, this Consent Decree shall have the same force and effect as any other order of the Commission.

13. **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, Reynolds 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 Reynolds concerning the matters that were the subject of the Investigation, or to set for hearing the question of Reynolds' basic qualifications to be a Commission licensee or hold Commission licenses or authorizations based on the matters that were the subject of the Investigation.<sup>15</sup> Reynolds acknowledges and agrees that nothing herein prevents the Bureau or Commission from instituting any new proceedings against Reynolds during the term of this Consent Decree concerning any matters that were not the subject of the Investigation.

14. **Admission of Liability.** Reynolds admits that its conduct described in Paragraphs 6 through 8 of this Consent Decree constituted willful and repeated violations of the Sponsorship ID Rules.

15. **Compliance Officer.** Within 30 calendar days after the Effective Date, Reynolds agrees that it 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 Reynolds 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 Sponsorship ID Rules prior to assuming his/her duties.

16. **Compliance Plan.** Reynolds agrees that it shall, within 60 calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure its future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. The Compliance Plan shall be applicable to all stations of which Reynolds is and becomes the licensee. The Compliance Plan shall consist, at a minimum, of the following:

- (a) **Operating Procedures.** Reynolds shall establish written Operating Procedures that all Covered Employees must follow to ensure Reynolds' compliance with the Sponsorship ID Rules. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that Reynolds complies with the Sponsorship ID Rules.

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<sup>15</sup> See 47 CFR § 1.93(b).

- (b) **Compliance Manual.** Reynolds shall establish and distribute a written Compliance Manual to all Covered Employees. The Compliance Manual shall explain fully and completely the Sponsorship ID Rules and include the Operating Procedures that Covered Employees shall follow. Reynolds shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. Reynolds shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Reynolds shall establish and implement a Compliance Training Program for Covered Employees regarding compliance with the Sponsorship ID Rules. As part of the Compliance Training Program, Covered Employees shall be advised of Reynolds' obligation to report any noncompliance with the Sponsorship ID Rules under Paragraph 17 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 75 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 30 calendar days after the date such person becomes a Covered Employee. Reynolds 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.

17. **Reporting Noncompliance.** Reynolds agrees that it shall report any noncompliance with the Sponsorship ID Rules and with the terms and conditions of this Consent Decree within 15 calendar days after discovery of such noncompliance at all stations of which Reynolds is and becomes the licensee. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Reynolds 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 Reynolds has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to Robert Baker, Assistant Chief, Policy Division, Media Bureau, Federal Communications Commission, at [Robert.Baker@fcc.gov](mailto:Robert.Baker@fcc.gov); Gary Schonman, Special Counsel, Policy Division, Media Bureau, Federal Communications Commission, at [Gary.Schonman@fcc.gov](mailto:Gary.Schonman@fcc.gov); and Sima Nilsson, Attorney-Advisor, Policy Division, Media Bureau, Federal Communications Commission, at [Sima.Nilsson@fcc.gov](mailto:Sima.Nilsson@fcc.gov).

18. **Compliance Reports.** Reynolds agrees that it shall submit compliance reports to the Commission 90 calendar days after the Effective Date, 12 months after the Effective Date, 24 months after the Effective Date, 36 months after the Effective Date, 48 months after the Effective Date, and 60 months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Reynolds's efforts during the preceding period to comply with the terms and conditions of this Consent Decree and the Sponsorship ID Rules. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Reynolds, stating that the Compliance Officer has personal knowledge that Reynolds: (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 17 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.<sup>16</sup>

- (c) If the Compliance Officer is unable to provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Reynolds, 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 Reynolds 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 Reynolds 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 via email to: Robert Baker, Assistant Chief, Policy Division, Media Bureau, Federal Communications Commission, at [Robert.Baker@fcc.gov](mailto:Robert.Baker@fcc.gov); Gary Schonman, Special Counsel, Policy Division, Media Bureau, Federal Communications Commission, at [Gary.Schonman@fcc.gov](mailto:Gary.Schonman@fcc.gov); and Sima Nilsson, Attorney-Advisor, Policy Division, Media Bureau, Federal Communications Commission, at [Sima.Nilsson@fcc.gov](mailto:Sima.Nilsson@fcc.gov).

19. **Termination Date.** The Parties agree that this Consent Decree and the requirements therein shall expire 60 months after the Effective Date.

20. **Civil Penalty.** Reynolds agrees to pay a Civil Penalty to the United States Treasury in the total amount of \$60,000. The Parties acknowledge that such amount takes into consideration the factors set forth in section 503(b)(2)(E) of the Act,<sup>17</sup> including Reynolds' ability to pay. Reynolds agrees to pay the Civil Penalty in 60 consecutive monthly installments (each an Installment Payment) of \$1,000 each, until the Civil Penalty is paid in full. Reynolds agrees that each Installment Payment shall be due and received by the United States Treasury on or before the first day of each month (Due Date), with the first such Installment Payment due and received by the United States Treasury on or before the first day of the first full month after the Effective Date. Reynolds acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty and each Installment Payment shall become a "Claim" or "Debt" as defined in 31 U.S.C. § 3701(b)(1).<sup>18</sup> Upon an Event of Default, as defined below, all procedures for collection as permitted by law may, at the Commission's discretion, be initiated. On the date each Installment Payment is made, Reynolds shall send notification of the payment via email to: Robert Baker, Assistant Chief, Policy Division, Media Bureau, Federal Communications Commission, at [Robert.Baker@fcc.gov](mailto:Robert.Baker@fcc.gov); Gary Schonman, Special Counsel, Policy Division, Media Bureau, Federal Communications Commission, at [Gary.Schonman@fcc.gov](mailto:Gary.Schonman@fcc.gov); and Sima Nilsson, Attorney-Advisor, Policy Division, Media Bureau, Federal Communications Commission, at [Sima.Nilsson@fcc.gov](mailto:Sima.Nilsson@fcc.gov).

21. Payment of each Installment Payment shall be made by credit card, ACH (Automated Clearing House) debit from a bank account, or by wire transfer using the Commission's FRN Management and Financial system.<sup>19</sup> The Commission no longer accepts Civil Penalty payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:<sup>20</sup>

- 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

<sup>16</sup> 47 CFR § 1.16.

<sup>17</sup> 47 U.S.C. § 503(b)(2)(E).

<sup>18</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>19</sup> Payments made using CORES do not require the submission of an FCC Form 159.

<sup>20</sup> 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](mailto:ARINQUIRIES@fcc.gov).

[RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated.<sup>21</sup> 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). 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 Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. 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 “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two numerical digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99-dollar limitation on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrmLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two numerical digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

22. **Event of Default.** Reynolds agrees that an Event of Default shall occur upon the failure by Reynolds to pay any Installment Payment in the amount and on or before the Due Date specified in this Consent Decree.

23. **Interest, Charges for Collection, and Acceleration of Maturity Date.** Reynolds agrees that 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 Reynolds.

24. **Waivers.** Reynolds agrees that, as of the Effective Date, it waives any and all rights it may otherwise 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. The Parties agree that Reynolds shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. The Parties further agree that 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

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<sup>21</sup> FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

Order, neither Reynolds nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Reynolds shall waive any statutory right to a trial *de novo*. Reynolds agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>22</sup> relating to the matters addressed in this Consent Decree.

25. **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.

26. **Invalidity**. The Parties agree that 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.

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

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

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

30. **Modifications**. The Parties agree that this Consent Decree may not be modified without the advance written consent of both Parties.

31. **Paragraph Headings**. The Parties agree that 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.

32. **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.

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<sup>22</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

33. **Counterparts.** The Parties agree that this Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

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Holly Saurer  
Chief, Media Bureau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ian Reynolds, Vice President  
Reynolds Media, Inc.

\_\_\_\_\_  
Date