

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

In the Matter of)	
)	
Sinclair Broadcast Group, LLC, Applications for	)	Acct. No. 202541420008
Renewal of License and Pending Matters)	
	)	FRN: 0021925797, et al. ¹
)	
	)	Facility ID Nos. 11912, et al. ²
)	
	)	LMS File Nos. 0000115652, et al. ³
)	
	)	<i>Cunningham Broadcasting Corp., et al.,</i>
	)	Forfeiture Order, FCC 24-88 (2024) ⁴
)	
	)	EB-TCD-21-00032151 ⁵

ORDER

Adopted: June 27, 2025

Released: June 27, 2025

By the Acting Chief Enforcement Bureau and Acting Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media and Enforcement Bureaus (collectively, the Bureaus) and Sinclair Broadcast Group, LLC. (Sinclair), the ultimate parent of the licensees of the broadcast television stations listed in Appendix E (collectively, Stations). The Consent Decree resolves issues arising from the Bureaus investigations and issues arising from the Media Bureau's review of the Stations' pending Renewal Applications.⁶ In particular, the Consent Decree resolves (1) the *NAL* and *Forfeiture Order* involving the stations identified in Appendix A and Sinclair's compliance with section 73.670(a) of the Commission's rules (Rules), which limits the amount of commercial matter that commercial television stations may air during children's

¹ All FRN numbers are listed in Appendices A, B, C, and D.

² All facility ID numbers are listed in Appendix E.

³ All application file numbers are listed in Appendix E (Renewal Applications).

⁴ All stations licensed to Sinclair and its subsidiaries that are subject to the captioned forfeiture proceeding are listed in Appendix A. See *Cunningham Broadcasting Corp., et al.*, Forfeiture Order, 39 FCC Rcd 9834 (2024) (*Forfeiture Order*); *Cunningham Broadcasting Corp., et al.*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11042 (2022) (*NAL*). The *NAL* also stated the number of Sinclair licensed stations involved in the proceeding as 85, but following the incident Sinclair assigned two of stations to other parties. See *NAL*, 37 FCC Rcd at 11046, para. 7 n.20. As a result those stations were not subject to the *NAL* or *Forfeiture Order*. The *NAL* and *Forfeiture Order* also found that multiple other stations not licensed to Sinclair violated 47 CFR § 73.670(a). See *NAL*, 37 FCC Rcd at 11051-2, paras. 18-19 and 11064-8, App. A; *Forfeiture Order*, 39 FCC Rcd at 9852-4, paras. 43-51 and 9863-7, App. A. With the exception of KXVO, Omaha, Nebraska (Facility ID No. 23277), see Consent Decree n.19, those stations are not subject to any of the actions that we take herein and will be addressed by separate action by the Media Bureau.

⁵ The station subject to the captioned Enforcement Bureau proceeding is listed in Appendix D.

⁶ All Renewal Applications are listed in Appendix E.

programming;⁷ (2) whether Sinclair violated sections 73.3526(e)(11)(i)-(ii) of the Rules by failing to timely upload copies of issues/programs lists and commercial limits certifications to the online public inspection file for the station listed in Appendix B;⁸ (3) whether Sinclair violated section 73.3539(a) of the Rules⁹ by failing to file a license renewal application no later than the first day of the fourth full calendar month prior to the license expiration date of TV translator station K33MJ-D, Pahrump, Nevada, as identified in Appendix C; and (4) whether Sinclair violated section 79.1(c) of the Rules¹⁰ by failing to pass-through closed captioning and monitoring equipment and the signal transmission involved in the transmission of closed captioning on video programming received and aired by WUHF, Rochester, New York, as identified in Appendix D. We find that through adoption of this Consent Decree, grant of the Renewal Applications are in the public interest.

2. The Bureaus and Sinclair have negotiated the terms of the attached Consent Decree in which Sinclair agrees, among other things, to make a voluntary contribution to the United States Treasury in the amount of Five Hundred Thousand Dollars (\$500,000) and implement compliance plans to ensure future compliance with sections 73.670(a) and 79.1(c) of the Rules.¹¹ After reviewing the terms of the Consent Decree, the Bureaus find that the public interest will be served by its approval and by terminating all pending investigations described in paragraph 1,¹² resolving the *NAL* and *Forfeiture Order* as applied to the Sinclair stations identified in Appendix A,¹³ and granting the Renewal Applications.¹⁴ The Media Bureau finds that the Stations have served the public interest, convenience, and necessity during the subject license terms and that grant of the Renewal Applications listed in Appendix E are warranted pursuant to section 309(k)(1) of the Communications Act of 1934, as amended.¹⁵ We find that nothing in the record creates a substantial and material question of fact as to whether Sinclair possesses the basic qualifications to hold or remain a Commission licensee.

3. **ACCORDINGLY, IT IS ORDERED** that, pursuant to section 4(i) the Communications Act of 1934, as amended,¹⁶ and by the authority delegated by sections 0.61, 0.111, 0.204, 0.283, 0.311 and 1.93(b) of the Commission's rules,¹⁷ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification, and incorporated by reference.

4. **IT IS FURTHER ORDERED** that all the investigatory matters noted above **ARE TERMINATED** and the *NAL* and *FORFEITURE ORDER*, as applied to the Sinclair stations identified in Appendix A, **ARE RESOLVED** in accordance with the terms of the attached Consent Decree.

⁷ 47 CFR § 73.670(a); *see also* 47 U.S.C. § 303a(b).

⁸ 47 CFR §§ 73.3526(e)(11)(i)-(ii).

⁹ 47 CFR § 73.3539(a).

¹⁰ 47 CFR § 79.1(c).

¹¹ 47 CFR §§ 73.670(a) and 79.1(c).

¹² *See also infra* Consent Decree paras. 6-13.

¹³ *See also infra* Consent Decree at paras. 4-5.

¹⁴ 47 CFR §§ 73.670(a), 73.3526(e)(11)(i)-(ii), 73.3539(a), and 79.1(c).

¹⁵ 47 U.S.C. § 309(k)(1). In evaluating an application for license renewal, the Commission's decision is governed by section 309(k) of the Act. 47 U.S.C. § 309(k). That section provides that the Commission shall grant the renewal application if, upon consideration of the application and pleadings, it finds that: (1) the station has served the public interest, convenience, and necessity; (2) there have been no serious violations of the Act or the Rules; and (3) there have been no other violations which, taken together, constitute a pattern of abuse. 47 U.S.C. § 309(k)(1).

¹⁶ 47 U.S.C. § 154(i).

¹⁷ 47 CFR §§ 0.61, 0.111, 0.204, 0.283, 0.311, and 1.93(b).

5. **IT IS FURTHER ORDERED** that pursuant to section 309(k)(1) of the Communications Act of 1934, as amended,¹⁸ the applications for renewal of the television station licenses as set forth in Appendix E **ARE GRANTED** in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent, by First Class and Certified Mail, Return Receipt Requested to Sinclair's counsel, Miles S. Mason, Esq., Pillsbury Winthrop Shaw Pittman LLP, 1200 Seventeenth Street, Washington, DC 20036, and by e-mail to Miles Mason at miles.mason@pillsburylaw.com, Jessica Nyman at jessica.nyman@pillsburylaw.com, and Conor Flahive at clflahive@sbgstv.com.

FEDERAL COMMUNICATIONS COMMISSION

Erin Boone
Acting Chief
Media Bureau

and

Patrick Webre
Acting Chief
Enforcement Bureau

¹⁸ 47 U.S.C. § 309(k)(1).

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

In the Matter of)	
)	
Sinclair Broadcast Group, LLC, Applications for	)	Acct. No. 202541420008
Renewal of License and Pending Matters)	
	)	FRN: 0021925797, et al. ¹
)	
	)	Facility ID Nos. 11912, et al. ²
)	
	)	LMS File Nos. 0000115652, et al. ³
)	
	)	<i>Cunningham Broadcasting Corp., et al.,</i>
	)	Forfeiture Order, FCC 24-88 (2024) ⁴
)	
	)	EB-TCD-21-00032151 ⁵

CONSENT DECREE

1. The Media Bureau and Enforcement Bureau (hereafter Bureaus, as defined below) of the Federal Communications Commission (hereafter Commission, as defined below) and Sinclair Broadcast Group, LLC (hereafter Sinclair, as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of resolving issues arising from the Bureaus' Investigations (as defined below) and issues arising from the Media Bureau's review of the Stations' pending applications for renewal of licenses. In particular, the Consent Decree resolves (1) the *NAL* and *Forfeiture Order* (both as defined below) involving the Sinclair stations identified in Appendix A and Sinclair's compliance with section 73.670(a) of the Commission's rules (hereafter Rules, as defined below), which limits the amount of commercial matter that commercial television stations may air during children's programming;⁶ (2) whether the Sinclair stations identified in Appendix B violated sections 73.3526(e)(11)(i)-(ii) of the Rules, relating to the untimely uploading of issues/programs lists and commercial limits certifications to each applicable station's online public inspection file;⁷ (3) whether Sinclair violated section 73.3539(a) of the Rules by failing to file a license renewal application no later than the first day of the fourth full calendar month prior to the license expiration date of TV translator station K33MJ-D, Pahrump, Nevada, as identified in Appendix C;⁸ and (4) whether Sinclair violated section 79.1(c) of the Rules by failing to pass-through closed captioning and monitoring equipment and

¹ All FRN numbers are listed in Appendices A, B, C, and D.

² All facility ID numbers are listed in Appendix E.

³ All application file numbers are listed in Appendix E (Renewal Applications).

⁴ All stations licensed to Sinclair and its subsidiaries that are subject to the captioned forfeiture proceeding are listed in Appendix A. See *Cunningham Broadcasting Corp., et al.*, Forfeiture Order, 39 FCC Rcd 9834 (2024) (*Forfeiture Order*); *Cunningham Broadcasting Corp., et al.*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11042 (2022) (*NAL*).

⁵ The station subject to the captioned Enforcement Bureau proceeding is listed in Appendix D.

⁶ 47 CFR § 73.670(a); see 47 U.S.C. § 303a(b).

⁷ 47 CFR §§ 73.3526(e)(11)(i)-(ii).

⁸ 47 CFR § 73.3539(a).

the signal transmission involved in the transmission of closed captioning on video programming received and aired by WUHF, Rochester, New York, as identified in Appendix D.⁹

2. To resolve these matters, Sinclair agrees to pay a voluntary contribution to the United States Treasury in the amount of Five Hundred Thousand Dollars (\$500,000) and implement a comprehensive Compliance Plan to ensure its future compliance with sections 73.670(a), 73.3526(e)(11)(i), 73.3526(e)(11)(ii), 73.3539(a), and 79.1(c) of the Rules.¹⁰ The Bureaus agree to terminate all Commission Investigations and resolve the *NAL* and *Forfeiture Order* in accordance with the terms herein, and the Media Bureau agrees to grant Sinclair's pending license renewal applications listed in Appendix E in accordance with the terms of this Consent Decree.

I. DEFINITIONS

3. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
 - (b) "Adopting Order" means an Order of the Bureaus adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (c) "Bureaus" means the Media Bureau and Enforcement Bureau of the Federal Communications Commission.
 - (d) "Children's Programming" shall have the same meaning as the term is defined in 47 CFR § 73.670, Note 2.
 - (e) "Children's Covered Employees" means all master control, traffic, and programming employees at the Children's Stations who materially participate in scheduling Children's Programming and monitoring such programming to ensure it is broadcast.
 - (f) "Children's Compliance Plan" means the processes and procedures developed by Sinclair in an effort to ensure compliance with 47 CFR § 73.670(a).
 - (g) "Children's Stations" means the stations listed in Appendix A to this Consent Decree and subject to the *NAL* and *Forfeiture Order*, each of which is a Children's Station.
 - (h) "Closed Captioning" shall have the same meaning as the term is defined in 47 CFR § 79.1(a)(2).
 - (i) "Closed Captioning Compliance Plan" means the processes and procedures developed by Sinclair in an effort to ensure compliance with 47 CFR § 79.1(c).
 - (j) "Closed Captioning Rules" means the requirements detailed in 47 CFR § 79.1(c) and any definitions, requirements, or exemptions associated with 47 CFR § 79.1(c), as they may apply to WUHF.
 - (k) "Commercial Limits Certification" means the records placed in a station's OPIF, as required by 47 CFR § 73.3526(e)(11)(ii), sufficient to permit substantiation of the

⁹ 47 CFR § 79.1(c).

¹⁰ 47 CFR §§ 73.670, 73.3526(e)(11)(i), 73.3526(e)(11)(ii), 73.3539(a), and 79.1(c).

station's certification, in its license renewal application, of compliance with 47 CFR § 73.670.

- (l) “Commercial Limits Certification Rule” means the requirements detailed in 47 CFR § 73.3526(e)(11)(ii).
- (m) “Commercial Limits Rule” means the requirements, time limits, and restrictions on Commercial Matter during Children’s Programming contained in 47 CFR § 73.670(a), including the Commission’s policies related to host-selling and program-length commercials.
- (n) “Commercial Matter” shall have the same meaning as the term is defined in 47 CFR § 73.670, Note 1.
- (o) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.
- (p) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which Sinclair is subject by virtue of it being a Commission licensee or the parent company of a licensee, including but not limited to 47 CFR §§ 73.670(a), 73.3526(e)(11)(i) and (ii), 73.3539(a), and 79.1(c).
- (q) “Complaint” means any communication that Sinclair receives, whether written or oral, resulting from a person or entity contacting either: (i) the Commission, Sinclair, or the Children’s Stations concerning issues related to compliance with 47 CFR § 73.670(a); or (ii) the Commission, Sinclair or WUHF concerning issues related to compliance with 47 CFR § 79.1(c) on WUHF.
- (r) “Compliance Officer” means a responsible party employed by Sinclair to be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Sinclair complies with the terms and conditions of the Compliance Plan and this Consent Decree.¹¹
- (s) “Compliance Plan” means collectively the Children’s Compliance Plan set forth in paragraph 26 and the Closed Captioning Compliance Plan set forth in paragraph 27.
- (t) “Division” means the Video Division of the Media Bureau of the Commission.
- (u) “Effective Date” means the date on which the Bureaus release the Adopting Order.
- (v) “Forfeiture Order” means *Cunningham Broadcasting Corp., et al.*, Forfeiture Order, 39 FCC Rcd 9834 (2022).
- (w) “Investigations” means the Bureaus’ examination of Sinclair’s compliance with 47 CFR §§ 73.670(a), 73.3526(e)(11)(i), (ii), 73.3539(a), and 79.1(c).
- (x) “Issues and Programs List Rule” means the requirements detailed in 47 CFR § 73.3526(e)(11)(i).

¹¹ See *infra* para. 25.

- (y) “Joint Petition for Reconsideration” means the Joint Petition for Reconsideration of Cunningham Broadcasting Corp., et al., NAL/Acct. Nos. 202241420017, et al. (filed Oct. 7, 2024).
- (z) “K33MJ-D” means K33MJ-D, Pahrump, Nevada (Facility ID No. 48807), as listed in Appendix C.
- (aa) “KHQA” means KHQA-TV, Hannibal, Missouri (Facility ID No. 4690), as listed in Appendix B.
- (bb) “KSCC” means KSCC, Corpus Christi, Texas (Facility ID No. 82910), as listed in Appendix B.
- (cc) “LMS” means the Commission’s Licensing and Management System, which allows licensees, permittees, applicants, and the public to submit, manage, and track television broadcast applications, notifications and related pleadings.
- (dd) “NAL” means *Cunningham Broadcasting Corp., et al.*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11042 (2022).
- (ee) “Non-Sinclair Stations” means each of those stations subject to the *Forfeiture Order* which are not licensed to Sinclair.
- (ff) “OPIF” means a commercial broadcast television station’s online public inspection file as defined by 47 CFR § 73.3526.
- (gg) “Parties” means Sinclair and the Bureaus, each of which is a “Party.”
- (hh) “Point of Contact” means a management or supervisory level employee of WUHF and the Children’s Stations to be responsible for Complaints and coordinating with the Compliance Officer in order to ensure compliance with the terms of this Consent Decree.
- (ii) “Renewal Applications” means the applications of Sinclair identified in Appendix E.
- (jj) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (kk) “Sinclair” means Sinclair Broadcast Group, LLC, the parent of the licensees of the broadcast television stations listed in Appendices A, B, C, D, and E (both collectively and individually), as well as its assigns, transferees, predecessors-in-interest, and successors-in-interest.
- (ll) “Video Programmer” shall have the same meaning as the term is defined in 47 CFR § 79.1(a)(9).
- (mm) “Video Programming” shall have the same meaning as the term is defined in 47 CFR § 79.1(a)(10).
- (nn) “Video Programming Distributor” shall have the same meaning as the term is defined in 47 CFR § 79.1(a)(11).
- (oo) “WSBT” means WSBT-TV, South Bend, Indiana (Facility ID No. 73983), as listed in Appendix B.

- (pp) “WUHF” means WUHF-TV in Rochester, New York (Facility ID No. 413), as listed in Appendix D.
- (qq) “WUHF Covered Employees” means all employees of Sinclair and WUHF Licensee who perform, supervise, oversee, or manage duties that relate to WUHF’s Closed Captioning responsibilities under 47 CFR § 79.1(c) and the terms of this Consent Decree.
- (rr) “WUHF Licensee” means WUHF Licensee, LLC, licensee of WUHF, and its parent(s), predecessors-in-interest, and successors-in-interest.

II. BACKGROUND

A. *Team Hot Wheels Children’s Programming Commercial Limits Matter*

4. As part of the Children’s Television Act of 1990, Congress directed the Commission to adopt rules, *inter alia*, limiting the number of minutes of commercial matter that television stations may air during children’s programming, and to consider in its review of television license renewal applications the extent that the licensee has complied with such commercial limits.¹² Pursuant to this statutory mandate, the Commission adopted the Commercial Limits Rule, which limits the amount of Commercial Matter that may be aired during Children’s Programming to 10.5 minutes per hour on weekends and 12 minutes per hour on weekdays. The Commission has also stated that a program associated with a product, in which commercials for that product are aired, would be treated as a program-length commercial (*i.e.*, the entire program would be counted as commercial time).¹³ In order to verify compliance with the Commercial Limits Rules, commercial full power and Class A stations are required to upload to their OPIF an annual Commercial Limits Certification.¹⁴ In addition, as part of a station’s license renewal application, a licensee must certify that “[f]or the period of time covered by this application, the licensee certifies that it has complied with the limits on commercial matter as set forth in 47 CFR Section 73.670 and the Commission’s commercial limit policies related to host-selling and program-length commercials.”¹⁵

5. Sinclair self-reported to the Commission that between November 10, 2018 and December 16, 2018, a commercial for the “Hot Wheels Super Ultimate Garage” toy was inadvertently aired on eleven occasions during eight 30-minute-long episodes of the program titled *Team Hot Wheels*.¹⁶ The program and commercial were distributed by Sinclair to Sinclair licensed stations, as well as other Non-Sinclair Stations, under a programming block entitled “KidsClick.”¹⁷ The commercial was pulled by

¹² Pub. L. No. 101-437, 104 Stat. 996-1000, *codified at* 47 U.S.C. §§ 303a, 303b, and 394.

¹³ *Policies and Rules Concerning Children’s Television Programming, et al.*, MM Docket Nos. 90-570 and 83-670, Report and Order, 6 FCC Rcd 2111, 2118, paras. 44-46 (1991), *recon. granted in part*, 6 FCC Rcd 5093 (1991).

¹⁴ Such records must be retained until final action has been taken on a station’s next license renewal application. 47 CFR § 73.3526(e)(11)(ii).

¹⁵ See FCC Form 2100, Schedule 303-S, <https://www.fcc.gov/sites/default/files/form303stvinstructions.pdf>.

¹⁶ See, e.g., WCHS Applications for Renewal of License, LMS File No. 0000115659, Attach. “WCHS_Commercial Limitations Certification” (filed June 1, 2022; amended Nov. 4, 2022) (WCHS Application). The only deviation to this was WABM, Birmingham, Alabama, which aired nine “Hot Wheels Super Ultimate Garage” commercials during seven episodes of *Team Hot Wheels*. WAMB Application for Renewal of License, LMS File No. 0000129008 (filed Dec. 1, 2020).

¹⁷ The “KidsClick” program block contained animated and short form programming targeted at children viewers, including programming that met the definition of “Children’s Programming” under 47 CFR § 73.670. See also *supra* para. 2(d). Sinclair stopped distributing the KidsClick program block in its licensed stations and other Non-Sinclair Stations as of March 31, 2019.

Sinclair from airing during *Team Hot Wheels* immediately after discovery by Sinclair.¹⁸ The Commission subsequently released the *NAL* finding that 83 stations licensed to Sinclair were apparently liable for forfeitures in the amount of \$2,652,000 in total, constituting an apparent willful and repeated violation of the Commercial Limits Rule.¹⁹ On September 6, 2024, the Commission issued the *Forfeiture Order* affirming the conclusions in the *NAL*.²⁰ On October 7, 2024, Sinclair and the other licensees subject to the *Forfeiture Order* filed the Joint Petition for Reconsideration, asking the Commission to vacate or rescind the *Forfeiture Order*, and to cancel all forfeitures in full.

B. OPIF Matters

6. Section 73.3526(e)(11)(i) of the Rules requires every full power commercial and Class A television licensee to place in its OPIF, on a quarterly basis, an issues/programs list that details programs that have provided the station's most significant treatment of community issues during the preceding three month period and must include a brief narrative of the issues addressed, as well as the time, date, duration, and title of each program in which the issues were treated.²¹ Issues/programs lists must be placed in the station's OPIF by the tenth day of the succeeding calendar quarter and copies must be retained until final action on the station's next license renewal application.²²

7. Section 73.3526(e)(11)(ii) of the Rules requires every full power commercial and Class A television licensee to place in its OPIF "records sufficient to permit substantiation of the station's certification, in its license renewal application, of compliance with the commercial limits on children's programming established in 47 U.S.C. 303a and § 73.670."²³ The Commercial Limits Rule requires that "each commercial television broadcast licensee shall limit the duration of advertising in children's television programming to not more than 10.5 minutes per hour on weekends and not more than 12 minutes per hour on weekdays."²⁴ Until the fourth quarter of 2019, commercial limits certifications were required to be placed in a station's OPIF by the tenth day of the succeeding calendar quarter.²⁵ Beginning

¹⁸ See, e.g., WCHS Application.

¹⁹ The *NAL* stated the number of Sinclair licensed stations involved as 85, but noted that following the incident Sinclair assigned two of stations to other parties. See *NAL*, 37 FCC Rcd at 11046, para. 7 n.20. As a result those stations were not subject to the *NAL* or subsequent *Forfeiture Order*.

²⁰ The *NAL* and *Forfeiture Order* also found that multiple Non-Sinclair Stations violated the Commercial Limits Rule for airing the same *Team Hot Wheels* programming. See *NAL*, 37 FCC Rcd at 11051-2, paras. 18-19 and 11064-8, App. A; *Forfeiture Order*, 39 FCC Rcd at 9852-4, paras. 43-51 and 9863-7, App. A. As stated in the Adopting Order, the Non-Sinclair Stations are not subject to any of the actions that we undertake here and will be addressed by separate action by the Media Bureau. *Order* at n.4. The sole exception is KXVO, Omaha, Nebraska (Facility ID No. 23277), which was a Non-Sinclair Station at the time of the *NAL* and *Forfeiture Order*, and licensed to Mitts Telecasting Company, LLC (FRN 0019424746). Because that station is now licensed to Sinclair, the terms and conditions of this Consent Decree also apply to it. See *infra* App. A and E.

²¹ 47 CFR § 73.3526(e)(11)(i).

²² *Id.*

²³ 47 CFR § 73.3526(e)(11)(ii).

²⁴ See also 47 U.S.C. § 303a(b).

²⁵ *Children's Television Programming Rules; Modernization of Media Regulation Initiative*, MB Docket Nos. 18-202 and 17-105, Report and Order and Further Notice of Proposed Rulemaking, 34 FCC Rcd 5822 (2019) (*Report and Order*). The revised filing rule for records of compliance with the commercial limits on children's programming took effect on January 21, 2020. See 84 Fed. Reg. 70037 (Dec. 20, 2019). *Media Bureau Announces Effective Date of Remaining KidVid Rules, Availability and Extension of Time to File the Revised Children's Television Programming Report in LMS, and Guidance Concerning the Filing of Final Quarterly Commercial Limits Certifications*, MB Docket Nos. 18-202 and 17-105, Public Notice, 34 FCC Rcd 12517 (MB 2019) (*KidVid Remaining Rules Transition PN*).

with the first quarter of 2020, commercial limits certifications were required to be filed on an annual rather than quarterly basis, within 30 days after the end of the calendar year.²⁶

8. In the timely-filed renewals of WSBT, KHQA, and KSCC, Sinclair responded “No” to the statement that “the documentation, required by 47 CFR Section 73.3526 . . . has been uploaded to the station’s public inspection file when required.”²⁷ In attachments to the stations’ renewal applications, Sinclair disclosed that the stations had failed to upload to their OPIFs all issues/programs lists and Commercial Limits Certifications in a timely manner.²⁸ Sinclair went on to state that it would continue to remind station staff of the OPIF requirements and that it has provided, and will continue to provide, additional training on OPIF compliance with station staff.²⁹

9. Upon review of the OPIFs for WSBT, KHQA and KSCC, Division staff confirmed the late uploads that were self-disclosed by Sinclair in its license renewal applications as follows:

- WSBT – Nine late uploaded documents, including five over one year late; two under one year late, but more than one month late; one less than 30 days late.
- KHQA – 13 late uploaded documents, 10 over one year late and three less than one year late, but more than one month late.
- KSCC – 10 late uploaded documents, including six over one year late and four under one year late, but more than one month late.

Based on the stations’ apparent failures to comply with the OPIF Rule, the Division suspended processing of their renewal applications. As of the date of the Adopting Order, all required documents have been placed in the stations’ OPIF.

C. K33MJ-D Late-Filed Renewal Application

10. Section 73.3539(a) of the Rules requires that applications for renewal of license for broadcast stations must be filed “not later than the first day of the fourth full calendar month prior to the expiration date of the license sought to be renewed.”³⁰ As such, Sinclair should have filed a renewal application for K33MJ-D by June 1, 2022, the first day of the fourth full calendar month prior to the Station’s license expiration date of October 1, 2022.³¹ On July 11, 2022, Sinclair was sent a letter by the Division stating that if the Commission did not receive a renewal application for K33MJ-D by October 1, 2022, its license authorization would be canceled and it would be required to cease operation.³² On August 31, 2022, Sinclair filed a renewal application for K33MJ-D, almost three months after the

²⁶ 47 CFR § 73.3526(e)(11)(ii); *Report and Order*, 34 FCC Rcd at 5863, para. 70; *KidVid Remaining Rules Transition PN*, 34 FCC Rcd at 12518, n.8.

²⁷ See, e.g., Application of KHQA-TV, LLC for Renewal of License, LMS File No. 0000162428 (filed Oct. 1, 2021).

²⁸ See, e.g., *id.* at Attach. OPIF Exhibit.

²⁹ *Id.*

³⁰ 47 CFR § 73.3539(a).

³¹ See 47 CFR §§ 73.1020 (2023), 73.3539(a); *Media Bureau Announces Procedures for 2020-2023 Television License Renewal Cycle*, Public Notice, 35 FCC Rcd 3656 (MB 2020). K33MJ-D is licensed to

³² See Letter from Barbara A. Kreisman, Chief, Video Division, FCC, Media Bureau, to Sinclair Media II, Inc. (July 11, 2022) (available at FCC LMS, K33MJ-D Facility Details, <https://enterpriseefiling.fcc.gov/dataentry/public/tv/publicFacilityDetails.html?facilityId=48807> (last visited May 29, 2025)).

filing deadline.³³ It did not provide an explanation for the late filing.³⁴ As a result, the Division suspended processing of K33MJ-D's renewal application.

D. WUHF Closed Captioning Matter

11. Closed Captioning is designed to ensure that Video Programming is accessible to individuals with hearing disabilities.³⁵ In adding section 713 of the Act,³⁶ Congress noted that the Commission should ensure Closed Captioning is "an integral part of Video Programming as soon as possible to provide persons with hearing disabilities with the same opportunity to share in the benefits provided by television programming that is available to others."³⁷ The Commission adopted rules that, among other things, require Video Programming Distributors to: (1) pass through Closed Captions received from Video Programmers to receiving television households with the original Closed Captioning data intact,³⁸ and (2) monitor and maintain their equipment and signal transmissions.³⁹ As a broadcaster, WUHF Licensee is a Video Programming Distributor and required to comply with the Closed Captioning Rules.⁴⁰

12. In December 2020, a consumer filed a complaint with the Commission claiming there had been several periods where there was no closed captioning on the *Comet* television network programming that was being aired by WUHF on its 'D3' digital multicast stream.⁴¹ In its initial response to the Complaint, Sinclair informed the Consumer and Governmental Affairs Bureau that closed captioning was present on the network feed from *Comet* to WUHF, but due to a technical error there were several periods during which WUHF did not pass through captions on the outgoing 'D3' feed.⁴² As a result, the Enforcement Bureau issued Letters of Inquiry to Sinclair.⁴³ Sinclair informed the Enforcement

³³ Application of KUPN Licensee, LLC for Renewal of License, LMS File No. 0000199025 (filed Aug. 31, 2022).

³⁴ K33MJ-D's renewal application was filed prior to expiration of its license and continued in effect pending review of the application. *See* U.S.C. § 307(c)(3). No objection to grant of the application has been received. *See* 47 CFR § 73.3516(e)(1) (permitting a petition to deny for a late filed renewal application to be filed until 90th day after the public notice that the application has been accepted for filing).

³⁵ *See generally, Implementation of Section 305 of the Telecommunications Act of 1996 - Video Programming Accessibility*, MM Docket No. 95-176, Report, 11 FCC Rcd 19214 (1996); *Implementation of Section 305 of the Telecommunications Act of 1996 - Video Programming Accessibility*, MM Docket No. 95-176, Notice of Proposed Rulemaking, 12 FCC Rcd 1044 (1997).

³⁶ *See* 47 U.S.C. § 613.

³⁷ H.R. Report 104-204, 104th Cong., 1st Sess. at 113-14 (1995).

³⁸ 47 CFR § 79.1(c)(1).

³⁹ 47 CFR § 79.1(c)(2).

⁴⁰ 47 CFR § 79.1(c)(1).

⁴¹ Complaint No. 4449373 (dated Dec. 21, 2020) (Complaint). WUHF's 'D3' stream is a network affiliate of the *Comet* television network, *see* <https://cometv.com/about-us/> (last visited June 13, 2025). *See* <https://foxrochester.com/station/schedule>, under "Channels" dropdown menu select "Comet WUHFDT3" (last visited June 13, 2025).

⁴² Letter from Susan Domozych, Senior Manager/Senior Paralegal, Sinclair Broadcast Group, to Shavonne Morris, FCC, Disability Rights Office (filed Feb. 24, 2021).

⁴³ *See* Letters from Kristi Thompson, Chief Telecommunications Consumers Division, FCC Enforcement Bureau, to Miles Mason, Counsel to WUHF Licensee, LLC, (filed April 20, 2021, March 24, 2022, and Oct. 21, 2022) (on file in EB-TCD-21-00032197).

Bureau that, in total, WUHF failed to pass through intact closed captioning on programming received from the *Comet* network for a total of sixty-three (63) non-consecutive days.⁴⁴

13. According to Sinclair, although WUHF was monitoring its incoming feed from *Comet*, because of an inadvertently misconfigured encoder captions were stripped out of the *Comet* programming and were not detected by the monitoring software used by WUHF.⁴⁵ Sinclair also informed the Enforcement Bureau that this occurred during the COVID-19 pandemic when the majority of its employees were balancing a shift to work-from-home while continuing to maintain the same number of hours of local news and other programming.⁴⁶ Sinclair has subsequently made significant capital investment and instituted measures intended to detect any future closed captioning failures.⁴⁷

E. Conclusion

14. The Bureaus and Sinclair have negotiated the terms of this Consent Decree, subject to specific terms and conditions set forth herein, by which the Bureaus will terminate the Investigations into the matters discussed above and grant the Renewal Applications. In consideration, Sinclair agrees to implement and maintain a Compliance Plan designed to ensure its future compliance with the Commercial Limits Rule and the Closed Captioning Rules, and has agreed to pay a voluntary contribution in the amount of Five Hundred Thousand Dollars (\$500,000) to the United States Treasury.

III. TERMS OF AGREEMENT

15. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be incorporated by reference by the Bureaus in an Adopting Order without change, addition, deletion, or modification.

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

17. **Effective Date.** 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.

18. **Violations.** The Parties agree that any violation of the Adopting Order or the terms of this Consent Decree, in whole or in part, shall constitute a separate violation of a Commission order,

⁴⁴ Response to Letter of Inquiry from Miles Mason, Counsel to WUHF Licensee, LLC, to Sharon Lee and Phillip Priesman, Telecommunications Division, FCC Enforcement Bureau, Exhibit A (filed June 21, 2021) (on file in EB-TCD-21-00032197) (Inquiry Response). These periods included: October 20, 2020, 5:20 a.m. through November 5, 2020, 2:08 p.m. (15 days); Nov. 15, 2020, 6:03 a.m. through November 18, 2020, 12:35 p.m. (3 days); November 23, 2020 5:20 a.m. through December 11, 2020, 2:08 p.m. (18 days); December 21, 2020 4:43 a.m. through Dec. 28, 2020 10:52 a.m. (7 days); and January 6, 2021, 5:25 p.m. through January 25, 2021 2:31 p.m. (15 days). *Id.*

⁴⁵ Response to Letter of Inquiry from Miles Mason, Counsel to WUHF Licensee, LLC, to Sharon Lee and Phillip Priesman, Telecommunications Division, FCC Enforcement Bureau at 1 (filed May 20, 2021) (on file in EB-TCD-21-00032151). Sinclair controlled the distribution of WUHF's programming via a centralized distribution location (the Hub). Sinclair used two encoders located at the Hub to transmit WUHF's dissemination of *Comet* programming. Periodically the transmission signal for the programming switched from one encoder to the other. According to Sinclair, during a system upgrade, a Sinclair engineer misconfigured one of the encoders. As a result, whenever WUHF transmitted programming through the misconfigured encoder, there was no closed captioning on the programming. Response to Supplemental Letter of Inquiry from Miles Mason, Counsel to WUHF Licensee, LLC, to Sharon Lee and Phillip Priesman, Telecommunications Division, FCC Enforcement Bureau at 3 and 10 (filed Nov. 14, 2022) (on file in EB-TCD-21-00032151) (Supplemental Response).

⁴⁶ Supplemental Response at 5.

⁴⁷ Inquiry Response at 2.

entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order.

19. **Admission of Facts.** Sinclair admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 20 herein, that paragraphs 4 through 13 are a true and accurate description of the facts underlying the *NAL*, *Forfeiture Order*, and Investigations. By entering into this Consent Decree, Sinclair makes no admission of liability of any Communications Law, and the Bureaus make no finding of any liability or violation.

20. **Termination of Investigations and Resolution of Forfeiture Order.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureaus agree to terminate the Investigations, resolve the *Forfeiture Order*, and to take the actions specified in paragraph 24. In consideration for the termination of the Investigations and resolution of the *Forfeiture Order*, Sinclair agrees to the terms, conditions, and procedures contained herein, including the actions specified in paragraphs 22, 25, 26, 27, and 29, and 30 of this Consent Decree. The Bureaus further agree that, in the absence of new material evidence, the Bureaus will not use the facts developed in these Investigations or the *Forfeiture Order* through the Effective Date, or the existence of this Consent Decree, to institute, on their own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on their own motion or recommend any such action by the Commission against Sinclair concerning the matters that were the subject of the Investigations or *Forfeiture Order*, or in assessing the issuance or size of sanctions or forfeitures proposed against Sinclair in any future enforcement actions. The Bureaus also agree that, in the absence of new material evidence, they will not use the facts developed in the Investigations or *Forfeiture Order* through the Effective Date, or the existence of this Consent Decree, to institute on their own motion any proceeding, formal or informal, or to set for hearing the question of Sinclair's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.⁴⁸

21. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Sinclair with the Rules or Act or from adjudicating complaints or other adjudicatory pleadings filed by third parties against Sinclair for alleged violations of the Communications Laws or for any alleged misconduct, regardless of when such misconduct took place. Further, except as expressly provided herein, Sinclair acknowledges that the Commission retains the discretion and authority to propose sanctions against Sinclair, including the issuance of notices of apparent liability for forfeiture, for any apparent willful and/or repeated violation by Sinclair of the Rules or Act. The Commission's adjudication of any complaints or potential will be based solely on the record developed in subsequent proceedings.

22. **Voluntary Contribution.** Provided the Renewal Applications have been granted in accordance with paragraph 24 herein, Sinclair agrees to make a "Voluntary Contribution" to the United States Treasury in the amount of Five Hundred Thousand Dollars (\$500,000) within thirty (30) calendar days after the Effective Date. It also acknowledges and agrees that upon execution of this Consent Decree, the Voluntary Contribution shall become a "Claim" or "Debt" as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.⁴⁹ **Sinclair shall send electronic notification of payment to VideoCompliance@fcc.gov and fccebaaccess@fcc.gov on the date payment is made.** Payment of the voluntary contribution must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission's online payment system),⁵⁰ or by wire transfer. Payments by check or money order are no longer accepted. Questions regarding payment procedures should be directed to the Financial Operations Group Help Desk by phone, 1-877-480-3201 (option #6), or by e-

⁴⁸ See 47 CFR § 1.93(b).

⁴⁹ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

⁵⁰ Payments made using CORES do not require the submission of an FCC Form 159.

mail at ARINQUIRIES@fcc.gov. Below are instructions that Sinclair should follow based on the form of payment selected:

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed FCC 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 captioned above 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).⁵¹ 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 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” 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 Consent Decree. The bill number is the Acct. No. (e.g., Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678) captioned above. After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.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 Consent Decree. The bill number is the Acct. No. (e.g., Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678) captioned above. 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.

23. **Event of Default.** The Parties agree that an “Event of Default” shall occur upon the failure by Sinclair to pay the full amount of the Voluntary Contribution on or before the due date specified in paragraph 22. After an Event of Default has occurred under this Consent Decree, the unpaid amount of the Voluntary Contribution 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 Voluntary Contribution, 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 Sinclair.

24. **Grant of Renewal Applications.** In the Adopting Order, the Media Bureau has determined that grant of the Renewal Applications are in the public interest, convenience, and necessity, and consistent with 47 U.S.C. § 309(k)(1). The Bureau agrees to grant each Renewal Application for a

⁵¹ Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

full eight (8) year term from the prior license expiration date. The Renewal Applications will be granted within two (2) business days following the Effective Date. Grant of the Renewal Applications will be conditioned on compliance with the terms set forth in paragraph 22 of this Consent Decree.

25. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Sinclair shall designate a responsible party employed (on a full, part-time, or contract basis) to serve as a Compliance Officer and to discharge the duties set forth in paragraphs 26, 27, and 29. The Compliance Officer must be provided all necessary corporate and organizational authority to ensure they are able to discharge their duties. The Compliance Officer shall report directly to Sinclair's Chief Executive Officer (or other senior executive officer/owner) on a regular basis, and shall be responsible for developing, implementing, and administering the Children's Compliance Plan, Closed Captioning Compliance Plan, and ensuring compliance with the terms and conditions of this Consent Decree. The Compliance Officer shall have specific knowledge of the Communications Laws, prior to assuming their duties. The name and contact information (mailing address, phone number, and electronic mail address) of the Compliance Officer must be submitted to the Bureaus by electronic mail at VideoCompliance@fcc.gov and fccebaaccess@fcc.gov within thirty (30) calendar days after the Effective Date. The Bureaus must be notified, as previously specified, of any change in the person serving as Compliance Officer within five (5) business days.

26. **Children's Compliance Plan.** For purposes of settling the matters set forth herein, Sinclair agrees that it shall develop and implement a Children's Compliance Plan designed to ensure future compliance with the Commercial Limits Rule and with the terms and conditions of this Consent Decree. The Children's Compliance Plan shall solely apply to the Children's Stations and shall contain, at a minimum, the following elements:

- (a) **Compliance Manual.** Within thirty (30) calendar days after the Effective Date, Sinclair shall develop and distribute a "Compliance Manual" to all Children's Covered Employees. The Compliance Officer shall distribute a Compliance Manual that they have personally prepared or one that has been prepared by Sinclair's in-house legal counsel or a third party, such as a trade association or a law firm. The Compliance Manual shall:
 - i. thoroughly explain the requirements embodied in the Commercial Limits Rule;
 - ii. establish "Operating Procedures" that Children's Covered Employees must follow to help ensure the Children's Stations compliance with the Commercial Limits Rule. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Children's Stations monitor Children's Programming they broadcast, addresses problems, report issues to the Compliance Officer, and addresses consumer Complaints in a timely manner; and
 - iii. be reviewed and revised by the Compliance Officer, or Sinclair legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective. The Compliance Officer shall distribute any revisions to the Compliance Manual within five (5) business days of any updates to all Children's Covered Employees.
- (b) **Compliance Training Program.** Sinclair will conduct formal compliance training on the Commercial Limits Rule for all Children's Covered Employees. Such training will be provided to all such employees no later than thirty (30) calendar days after the Effective Date of this Consent Decree, and on an annual basis thereafter while this Compliance Plan remains in effect. Training must be provided to every new Children's Covered Employees within ten business (10) days after commencing

employment or becoming a Commercial Limits Covered Employee. The compliance training program shall include, but not be limited to, instruction relating the provisions of the Commercial Limits Rule and responsibilities of the Children's Covered Employee under the terms of this Consent Decree. The training must be reviewed and revised by the Compliance Officer, or Sinclair legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to remain current, complete, accurate, and effective.

- (c) **Complaint Coordination.** Within thirty (30) calendar days of the Effective Date, Sinclair shall establish and maintain a Point of Contact to investigate and respond to any Complaint alleging noncompliance with the Commercial Limits Rule at any Children's Station in coordination with the Compliance Officer. Sinclair shall maintain on each Children's Station's public website (to the extent it has one) the name, e-mail, and phone number of the Point of Contact. Changes in the Point of Contact must be made within five (5) business days.
- (d) **Reporting Noncompliance.** Sinclair shall report any instance of noncompliance with the Commercial Limits Rule or the terms and conditions of this Consent Decree within ten (10) business days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each such instance of noncompliance; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial action has or will be taken; and (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance. The report must be signed by the Compliance Officer and be subscribed to as true under penalty of perjury in accordance with 47 CFR § 1.16. All reports of such noncompliance shall be submitted to VideoCompliance@fcc.gov. Sinclair must also include with any Children's Station's Commercial Limits Certifications a copy of any such report.

27. **Closed Captioning Compliance Plan.** The Closed Captioning Compliance Plan is designed to ensure the WUHF's compliance with the Video Programming Closed Captioning Rules and the terms and conditions of this Consent Decree. The Closed Captioning Compliance Plan shall include procedures to ensure the Compliance Officer has access to the information necessary to assess WUHF Licensee's compliance with the Closed Captioning Rules and terms and conditions of this Consent Decree. With respect to the Closed Captioning Rules, Sinclair and WUHF Licensee will implement, at a minimum, the following:

- (a) **Compliance Manual.** Within thirty (30) calendar days after the Effective Date, Sinclair shall develop and distribute a "Compliance Manual" to all WUHF Covered Employees. The Compliance Officer shall distribute a Compliance Manual that they have personally prepared or one that has been prepared by Sinclair's in-house legal counsel or a third party, such as a trade association or a law firm. The Compliance Manual shall:
 - i. thoroughly explain the requirements embodied in the Closed Captioning Rule;
 - ii. establish "Operating Procedures" that all WUHF Covered Employees must follow to help ensure WUHF's compliance with the Closed Captioning Rules. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that Sinclair monitors all incoming and outgoing feeds, addresses Closed Captioning problems, reports issues to the Compliance Officer, and addresses consumer Complaints in a timely manner.

- iii. be reviewed and revised by the Compliance Officer, or Sinclair legal counsel (internal or external), as necessary to ensure that the information set forth therein remains current, complete, accurate, and effective. The Compliance Officer shall distribute any revisions to the Compliance Manual within five (5) business days of any updates to all WUHF Covered Employees.
- (b) **Compliance Training Program.** Sinclair will conduct formal compliance training on the Closed Captioning Rule for all WUHF Covered Employees. Such training will be provided to all such employees no later than thirty (30) calendar days after the Effective Date of this Consent Decree, and on an annual basis thereafter while this Compliance Plan remains in effect. Training will also be provided to every new WUHF Covered Employee within ten (10) business days after commencing employment or becoming a WUHF Covered Employee. The compliance training program shall include, but not be limited to, instruction relating to the provisions of the Closed Captioning Rule and responsibilities of the WUHF Covered Employee under the terms of this Consent Decree. The training must be reviewed and revised by the Compliance Officer, or Sinclair legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to remain current, complete, accurate, and effective.
- (c) **Closed Captioning Monitoring.** Within sixty (60) days of the Effective Date, Sinclair shall establish procedures to monitor WUHF's incoming and outgoing feeds to ensure compliance with the Closed Captioning Rules.
- (d) **Closed Captioning Functionality Testing.** Within sixty (60) days of the Effective Date, Sinclair shall establish procedures to ensure that, on an ongoing and regular basis, WUHF conducts testing of: (1) the equipment used to receive and transmit Closed Captioning, (2) software used to monitor Closed Captioning (incoming and outgoing), and (3) evaluation of Closed Captioning after equipment and/or software changes.
- (e) **Complaint Coordination.** Within thirty (30) calendar days of the Effective Date, Sinclair shall establish and maintain a Point of Contact to investigate and respond to any Complaint alleging Closed Captioning issues at WUHF in coordination with the Compliance Officer. Sinclair shall maintain on WUHF's public website and in its OPIF the name, e-mail, and phone number of the Point of Contact. Changes in the Point of Contact must be made within five (5) business days.
- (f) **Reporting Noncompliance.** The Compliance Officer shall report any WUHF noncompliance with the terms and conditions of this Consent Decree, or any Closed Captioning outage of a scheduled program that (i) does not comply with the Closed Captioning Rules, (ii) lacks captioning for the full length of the program, and (iii) the outage occurred more than ten (10) times in a thirty (30) day period. Such report must be made within ten (10) business days after discovery and include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Sinclair has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Sinclair has taken or will take to prevent the recurrence of any such noncompliance. The report must be signed by the Compliance Officer and be subscribed to as true under penalty of perjury in accordance with section 1.16 of the Rules.⁵² All reports of noncompliance shall be submitted to submitted electronically to fccebaaccess@fcc.gov.

⁵² 47 CFR § 1.16.

28. **Termination Date.** The obligations to which Sinclair is subject pursuant to this Consent Decree shall terminate two (2) years after the Effective Date.

29. **Placement of Documents in OPIF.** Within thirty (30) days of the Effective Date, Sinclair shall place in the OPIF of each Children's Station, OPIF Station, and WUHF a copy of this Consent Decree in the folder entitled "FCC Investigations or Complaints." The Consent Decree shall be retained in the OPIF of each Children's Station, OPIF Station, and WUHF until the date specified in paragraph 28.⁵³

30. **Withdrawal as a Party to the Joint Petition for Reconsideration.** Sinclair agrees to submit a written request to the Commission requesting to withdraw as a party to the Joint Petition for Reconsideration and seek dismissal of the Joint Petition for Reconsideration as it pertains to the stations listed in Appendix A within 10 business days following finality, as defined by 47 CFR § 1.102, of the grant of all of the Renewal Applications for those stations. The written request must be sent by hand or messenger delivery, by commercial courier, or by the U.S. Postal Service, as specified below. It must be addressed to the Secretary, Federal Communications Commission. A copy must also be sent via e-mail to VideoCompliance@fcc.gov.

- Hand-delivered or messenger-delivered paper filings for the Commission's Secretary are accepted between 8:00 a.m. and 4:00 p.m. by the FCC's mailing contractor at 9050 Junction Drive, Annapolis Junction, MD 20701. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes and boxes must be disposed of before entering the building.
- Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9050 Junction Drive, Annapolis Junction, MD 20701.
- Postal Service first-class, Express, and Priority mail must be addressed to 45 L Street, NE, Washington, DC 20554.

31. **Computation of Time.** The Parties agree that the method for computing the amount of time within which the Parties must act in response to deadlines established by this Consent Decree shall be governed by 47 CFR § 1.4.

32. **Further Violation(s).** Sinclair acknowledges that the Bureaus retain the discretion and authority to propose sanctions against Sinclair, including the issuance of notices of apparent liability for forfeitures, for any apparent willful and/or repeated violation that occurs during the term of this Consent Decree.

33. **Waivers.** As of the Effective Date, Sinclair waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. Sinclair shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If any 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 Sinclair nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Sinclair shall waive any statutory right to a trial *de novo*. Sinclair hereby agrees to waive any claims it may have under the Equal Access to Justice Act⁵⁴ relating to the matters addressed in this Consent Decree.

⁵³ See 47 CFR § 73.3526(e)(10) (requiring stations to place in their OPIF "[m]aterial relating to FCC investigation or complaint" and instructing that such material "be retained until the applicant, permittee, or licensee is notified in writing that the material may be discarded).

⁵⁴ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

34. **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.

35. **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.

36. **Subsequent Rule or Order.** The Parties agree that if any provision of this 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 the Sinclair does not expressly consent) or any federal law or regulation, that provision will be superseded by such Rule, Order, law, or regulation.

37. **Successors and Assigns.** Sinclair agrees that the provisions of this Consent Decree shall be binding on successors, assigns, and transferees of the OPIF Stations, WUHF, K33MJ-D, and the Children's Stations, as applicable, unless otherwise agreed to by the Commission.

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

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

40. **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.

41. **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.

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

Federal Communications Commission

By:

Erin Boone
Acting Chief
Media Bureau

Date

and

Patrick Webre
Acting Chief
Enforcement Bureau

Date

Sinclair Broadcast Group, LLC

By:

Christopher S. Ripley
President/CEO

Date

APPENDIX A

Children's Stations

Call Sign	Fac. ID.	FRN	Licensee	Community of License
KAAS-TV	11912	0021925797	KSAS Licensee, LLC	Salina, KS
KAAS-LP	11968	0021925797	KSAS Licensee, LLC	Garden City, KS
KABB	56528	0004970455	KABB Licensee, LLC	San Antonio, TX
KATV	33543	0023870488	KATV Licensee, LLC	Little Rock, AR
KBFX-CD	51501	0023174451	Sinclair Bakersfield Licensee, LLC	Bakersfield, CA
KCBY-TV	49750	0023174535	Sinclair Eugene Licensee, LLC	Coos Bay, OR
KDBC-TV	33764	0018608257	KDBC Licensee, LLC	El Paso, TX
KDNL-TV	56524	0002144459	KDNL Licensee, LLC	St. Louis, MO
KDSM-TV	56527	0005019195	KDSM Licensee, LLC	Des Moines, IA
KFRE-TV	59013	0018608265	KFRE Licensee, LLC	Sanger, CA
KFXL-TV	84453	0009529157	KHGI Licensee, LLC	Lincoln, NE
KHGI-TV	21160	0009529157	KHGI Licensee, LLC	Kearney, NE
KJZZ-TV	36607	0025502048	KJZZ Licensee, LLC	Salt Lake City, UT
KMYU	35822	0021144076	KUTV Licensee, LLC	St. George, UT
KOCB	50170	0004970596	KOCB Licensee, LLC	Oklahoma City, OK

Call Sign	Fac. ID.	FRN	Licensee	Community of License
KORX-CD	71072	0023174600	Sinclair Kennewick Licensee, LLC	Walla Walla, WA
KPIC	61551	0006335509	South West Oregon TV Broadcasting Corp.	Roseburg, OR
KPTH	77451	0022764187	KPTH Licensee, LLC	Sioux City, IA
KRCG	41110	0022491815	KRCG Licensee, LLC	Jefferson City, MO
KRVU-LD	40203	0026977595	Sinclair-California Licensee, LLC	Redding, CA
KSAS-LP	11967	0021925797	KSAS Licensee, LLC	Dodge City, KS
KSAS-TV	11911	0021925797	KSAS Licensee, LLC	Wichita, KS
KSCC	82910	0024962136	KUQI Licensee, LLC	Corpus Christi, TX
KTUL	35685	0023870496	KTUL Licensee, LLC	Tulsa, OK
KTVL	22570	0021268370	KTVL Licensee, LLC	Medford, OR
KUNP	81447	0023174584	Sinclair LaGrande Licensee, LLC	La Grande, OR
KUNS-TV	4624	0023174477	Sinclair Seattle Licensee, LLC	Bellevue, WA
KUNW-CD	167797	0023174600	Sinclair Kennewick Licensee, LLC	Yakima, WA
KUTV	35823	0021144076	KUTV Licensee, LLC	Salt Lake City, UT
KVAL-TV	49766	0023174535	Sinclair Eugene Licensee, LLC	Eugene, OR

Call Sign	Fac. ID.	FRN	Licensee	Community of License
KVCW	10195	0004970646	KUPN Licensee, LLC	Las Vegas, NV
KVVK-CD	25358	0023174600	Sinclair Kennewick Licensee, LLC	Kennewick, Etc., WA
KYUU-LD	190303	0023174428	Sinclair Boise Licensee, LLC	Boise, ID
KXVO¹	23277	0009405226	Sinclair Television Group, Inc.	Omaha, NE
WABM	16820	0003180684	Birmingham (WABM-TV) Licensee, Inc.	Birmingham, AL
WACH	19199	0022491450	WACH Licensee, LLC	Columbia, SC
WCHS-TV	71280	0002144434	WCHS Licensee, LLC	Charleston, WV
WCIV	9015	0004970851	WMMP Licensee L.P.	Charleston, SC
WCTI-TV	18334	0026809707	WCTI Licensee, LLC	New Bern, NC
WCWF	73042	0023893217	WCWF Licensee, LLC	Suring, WI
WCWN	73264	0021268297	WCWN Licensee, LLC	Schenectady, NY
WEAR-TV	71363	0004970935	WEAR Licensee, LLC	Pensacola, FL
WFGX	6554	0011277373	WFGX Licensee, LLC	Fort Walton Beach, FL
WFXL	70815	0022490171	WFXL Licensee, LLC	Albany, GA

¹ See *supra* n.19.

Call Sign	Fac. ID.	FRN	Licensee	Community of License
WGME-TV	25683	0004970950	WGME Licensee, LLC	Portland, ME
WHP-TV	72313	0026560300	Harrisburg Licensee, LLC	Harrisburg, PA
WICD	25684	0004970836	WICD Licensee, LLC	Champaign, IL
WICS	25686	0004970802	WICS Licensee, LLC	Springfield, IL
WJAC-TV	73120	0022463947	WJAC Licensee, LLC	Johnstown, PA
WJAR	50780	0023893225	WJAR Licensee, LLC	Providence, RI
WJLA-TV	1051	0020222774	ACC Licensee, LLC	Washington, DC
WKEF	73155	0004970844	WKEF Licensee L.P.	Dayton, OH
WKRC-TV	11289	0021925771	WKRC Licensee, LLC	Cincinnati, OH
WLFL	73205	0005019781	WLFL Licensee, LLC	Raleigh, NC
WLOS	56537	0004676755	WLOS Licensee, LLC	Asheville, NC
WLUK-TV	4150	0023893233	WLUK Licensee, LLC	Green Bay, WI
WMSN-TV	10221	0006551824	WMSN Licensee, LLC	Madison, WI
WMYV	25544	0006212906	WUPN Licensee, LLC	Greensboro, NC
WNWO-TV	73354	0022491864	WNWO Licensee, LLC	Toledo, OH
WNYO-TV	67784	0006735864	New York Television, Inc.	Buffalo, NY

Call Sign	Fac. ID.	FRN	Licensee	Community of License
WPNT	73907	0006754667	WCWB Licensee, LLC	Pittsburgh, PA
WRDC	54963	0003175148	Raleigh (WRDC-TV) Licensee, Inc.	Durham, NC
WRGB	73942	0021268289	WRGB Licensee, LLC	Schenectady, NY
WRLH-TV	412	0006551782	WRLH Licensee, LLC	Richmond, VA
WSBT-TV	73983	0022491823	WSBT Licensee, LLC	South Bend, IN
WSET-TV	73988	0023870470	WSET Licensee, LLC	Lynchburg, VA
WSMH	21737	0005020904	WSMH Licensee, LLC	Flint, MI
WSTM-TV	21252	0022491633	WSTQ Licensee, LLC	Syracuse, NY
WSTQ-LP	10320	0022491633	WSTQ Licensee, LLC	Syracuse, NY
WTCN-CD	70865	0021144092	WTVX Licensee, LLC	Palm Beach, FL
WTGS	27245	0023893191	WTGS Licensee, LLC	Hardeeville, SC
WTOV-TV	74122	0022463913	WTOV Licensee, LLC	Steubenville, OH
WTTT	74138	0005020946	WTTT Licensee, LLC	Homewood, AL
WTVC	22590	0021268313	WTVC Licensee, LLC	Chattanooga, TN
WTVX	35575	0021144092	WTVX Licensee, LLC	Fort Pierce, FL
WTVZ-TV	40759	0005020979	WTVZ Licensee, LLC	Norfolk, VA

Call Sign	Fac. ID.	FRN	Licensee	Community of License
WTWC-TV	66908	0004970901	WTWC Licensee, LLC	Tallahassee, FL
WUCW	36395	0003865078	KLGT Licensee, LLC	Minneapolis, MN
WUHF	413	0006551568	WUHF Licensee, LLC	Rochester, NY
WUTV	415	0006551626	WUTV Licensee, LLC	Buffalo, NY
WVTV	74174	0002209260	WVTV Licensee, Inc.	Milwaukee, WI
WWMT	74195	0021268263	WWMT Licensee, LLC	Kalamazoo, MI
WXLV-TV	414	0006551709	WXLV Licensee, LLC	Winston-Salem, NC
WZTV	418	0006551758	WZTV Licensee, LLC	Nashville, TN

Appendix BOPIF Matters

Call Sign	Fac. ID.	FRN	Licensee	Community of License
KHQA-TV	4690	0022491609	KHQA Licensee, LLC	Hannibal, MO
WSBT-TV	73983	0022491823	WSBT Licensee, LLC	South Bend, IN
KSCC	82910	0024962136	KUQI Licensee, LLC	Corpus Christi, TX

APPENDIX C

K33MJ Late Filed Renewal Application

Call Sign	Fac. ID.	FRN	Licensee	Community of License
K33MJ-D	48807	0004970646	KUPN Licensee, LLC	Pahrump, NV

APPENDIX D

WUHF Closed Captioning Matter

Call Sign	Fac. ID.	FRN	Licensee	Community of License
WUHF	413	0006551568	WUHF Licensee, LLC	Rochester, NY

APPENDIX E

Renewal Applications to be Granted

Call Sign	Fac. ID	City	State	LMS File Number
WTVZ-TV	40759	NORFOLK	VA	0000115652
WCHS-TV	71280	CHARLESTON	WV	0000115659
WJLA-TV	1051	WASHINGTON	DC	0000115663
WRLH-TV	412	RICHMOND	VA	0000115665
WSET-TV	73988	LYNCHBURG	VA	0000115666
W05AA-D	73989	ROANOKE	VA	0000115666
WCTI-TV	18334	NEW BERN	NC	0000119989
WLFL	73205	RALEIGH	NC	0000119994
WRDC	54963	DURHAM	NC	0000119998
WXLV-TV	414	WINSTON-SALEM	NC	0000120002
WMYV	25544	GREENSBORO	NC	0000120007
WCIV	9015	CHARLESTON	SC	0000120010
WACH	19199	COLUMBIA	SC	0000120011
WTGS	27245	HARDEEVILLE	SC	0000120018
WLOS	56537	ASHEVILLE	NC	0000120063
W14EG-D	190613	ROBBINSVILLE, ETC	NC	0000120064
W32EO-D ¹	56538	TRYON, ETC.	NC	0000120065
W15DY-D	56542	MARION, ETC.	NC	0000120066
W11AJ-D	56539	FRANKLIN	NC	0000120067
W12CI-D	56541	HOT SPRINGS	NC	0000120068
W34EP-D ²	56547	SAPPHIRE VALLEY, ETC.	NC	0000120069
W30DX-D	198135	BRYSON CITY, ETC	NC	0000120070
W15DR-D	190686	MAGGIE VALLEY, ETC	NC	0000120071
W31DY-D	190612	PICKENS	SC	0000120072

¹ Formerly call sign W05AC.² Formerly call sign W06AN.

Call Sign	Fac. ID	City	State	LMS File Number
W12AR-D	56532	WAYNESVILLE, ETC.	NC	0000120073
W12AQ-D	56545	BLACK MOUNTAIN	NC	0000120074
WEAR-TV	71363	PENSACOLA	FL	0000123686
WFGX	6554	FORT WALTON BEACH	FL	0000123700
WTWC-TV	66908	TALLAHASSEE	FL	0000123726
WTVX	35575	FORT PIERCE	FL	0000123743
WTCN-CD	70865	PALM BEACH	FL	0000123746
WABM	16820	BIRMINGHAM	AL	0000129008
WTTO	74138	HOMEWOOD	AL	0000129025
WFXL	70815	ALBANY	GA	0000129031
KATV	33543	LITTLE ROCK	AR	0000134828
WTVC	22590	CHATTANOOGA	TN	0000142540
WZTV	418	NASHVILLE	TN	0000142556
WSBT-TV	73983	SOUTH BEND	IN	0000142573
WSMH	21737	FLINT	MI	0000148827
WWMT	74195	KALAMAZOO	MI	0000148834
WNWO-TV	73354	TOLEDO	OH	0000148871
WKEF	73155	DAYTON	OH	0000148894
WKRC-TV	11289	CINCINNATI	OH	0000148908
WTOV-TV	74122	STEUBENVILLE	OH	0000148930
WICS	25686	SPRINGFIELD	IL	0000155354
WICD	25684	CHAMPAIGN	IL	0000155358
WLUK-TV	4150	GREEN BAY	WI	0000155365
WCWF	73042	SURING	WI	0000155368
WMSN-TV	10221	MADISON	WI	0000155371
WVTV	74174	MILWAUKEE	WI	0000155375
KDSM-TV	56527	DES MOINES	IA	0000162382
KPTH	77451	SIOUX CITY	IA	0000162399

Call Sign	Fac. ID	City	State	LMS File Number
KBVK-LD³	127822	SPENCER	IA	0000162400
KDNL-TV	56524	ST. LOUIS	MO	0000162421
KHQA-TV	4690	HANNIBAL	MO	0000162428
KRCG	41110	JEFFERSON CITY	MO	0000162436
WUCW	36395	MINNEAPOLIS	MN	0000175973
KTUL	35685	TULSA	OK	0000183846
KOCB	50170	OKLAHOMA CITY	OK	0000183912
KPTP-LD	127666	NORFOLK	NE	0000183949
KSAS-TV	11911	WICHITA	KS	0000184004
KAAS-LP	11968	GARDEN CITY	KS	0000184005
KSAS-LP	11967	DODGE CITY	KS	0000184006
KAAS-TV	11912	SALINA	KS	0000184038
KHGI-TV	21160	KEARNEY	NE	0000184081
KHGI-CD	168339	NORTH PLATTE	NE	0000184087
KFXL-TV	84453	LINCOLN	NE	0000184093
KSCC	82910	CORPUS CHRISTI	TX	0000188663
KABB	56528	SAN ANTONIO	TX	0000188677
KDBC-TV	33764	EL PASO	TX	0000188724
KJZZ-TV	36607	SALT LAKE CITY	UT	0000192722
K24NC-D	36599	ROOSEVELT	UT	0000192723
K21EZ-D	36610	PRICE	UT	0000192724
K24CY-D	36598	ST. GEORGE	UT	0000192725
K12XE-D	36608	WOODLAND	UT	0000192726
K15LE-D	36602	HEBER CITY	UT	0000192727
K27NO-D	36603	VERNAL	UT	0000192728
KMYU	35822	ST. GEORGE	UT	0000192731
KUTV	35823	SALT LAKE CITY	UT	0000192734

³ Formerly KBVK-LP.

Call Sign	Fac. ID	City	State	LMS File Number
K31JX-D	167555	ROCKVILLE	UT	0000192735
K08QA-D	167550	AURORA, ETC.	UT	0000192736
K08PC-D	186115	HILDALE, ETC. (AZ)	UT	0000192737
K10RP-D	70994	SANTA CLARA	UT	0000192738
K18MC-D	167558	ENTERPRISE	UT	0000192739
K22JZ-D	184655	SPRING GLEN	UT	0000192740
K22FS-D	35839	BEAVER, ETC.	UT	0000192741
K31OJ-D	167554	DELTA, ETC.	UT	0000192742
K11VY-D	167551	TOQUERVILLE	UT	0000192743
K19HQ-D	167549	VIRGIN	UT	0000192744
KVCW	10195	LAS VEGAS	NV	0000192779
KBOI-TV	49760	BOISE	ID	0000192792
KYUU-LD	190303	BOISE	ID	0000192793
K18LJ-D	22571	DUNSMUR, ETC	CA	0000196494
K30JS-D	168441	YREKA	CA	0000196495
KBFX-CD	51501	BAKERSFIELD	CA	0000196533
KEMY-LD	23808	EUREKA	CA	0000196552
KZVU-LD	58612	CHICO	CA	0000196553
K35LF-D	40271	EUREKA	CA	0000196554
K22MD-D	58611	ANDERSON/CENTRL VAL.	CA	0000196555
KXVU-LD	125422	CHICO	CA	0000196556
K26PQ-D	129894	OROVILLE	CA	0000196557
K04QC-D	51500	PALERMO	CA	0000196558
KUCO-LD	127046	CHICO	CA	0000196559
KKTF-LD	131020	CHICO	CA	0000196560
K15KO-D	129800	REDDING	CA	0000196561
KECA-LD	26852	EUREKA	CA	0000196562
KRVU-LD	40203	REDDING	CA	0000196563

Call Sign	Fac. ID	City	State	LMS File Number
KEUV-LD	31507	EUREKA	CA	0000196564
KFRE-TV	59013	SANGER	CA	0000196632
K33MJ-D	48807	PAHRUMP	NV	0000199025
KORX-CD	71072	WALLA WALLA	WA	0000201698
KUNW-CD	167797	YAKIMA	WA	0000201702
KVVK-CD	25358	KENNEWICK, ETC.	WA	0000201714
KPIC	61551	ROSEBURG	OR	0000201752
K13HM-D	61547	MYRTLE CREEK	OR	0000201753
K26HO-D	61548	GLIDE	OR	0000201754
K29KR-D	190502	CAMAS VALLEY	OR	0000201755
K11GH-D	61552	TRI CITIES, ETC	OR	0000201756
KVAL-TV	49766	EUGENE	OR	0000201759
K21MB-D	49754	SCOTTSBURG	OR	0000201760
K21LY-D	190070	MAPLETON	OR	0000201761
KCBY-TV	49750	COOS BAY	OR	0000201782
K15KB-D	49759	SQUAW VALLEY	OR	0000201783
K33CP-D	49762	GOLD BEACH	OR	0000201784
K35MT-D	182753	PORT ORFORD	OR	0000201785
KTVL	22570	MEDFORD	OR	0000201801
K14TH-D	22562	WILLIAMS	OR	0000201802
K14QH-D	22577	BUTTE FALLS	OR	0000201803
K21JI-D	168438	CAVE JUNCTION, ETC.	OR	0000201804
K15HU-D	168435	LAKEVIEW	OR	0000201805
K19HH-D	168444	MIDLAND, ETC.	OR	0000201806
K25JW-D	168439	HUGO, ETC.	OR	0000201807
K04JZ-D	22558	GOLD HILL	OR	0000201808
K28NO-D	22583	ROGUE RIVER	OR	0000201809
K15KE-D	22566	KLAMATH FALLS, ETC	OR	0000201810

Call Sign	Fac. ID	City	State	LMS File Number
K15KL-D	168424	JACKSONVILLE	OR	0000201811
K29LL-D	168437	PHOENIX, TALENT	OR	0000201812
K18LU-D	168440	GLENDALE, ETC.	OR	0000201813
K15JZ-D	22588	APPLEGATE VALLEY	OR	0000201814
KXVO⁴	23277	OMAHA	NE	0000183694
KUNS-TV	4624	BELLEVUE	WA	0000201823
KUNP	81447	LA GRANDE	OR	0000201841
KUNP-LD	34882	PORTLAND	OR	0000201842
WJAR	50780	PROVIDENCE	RI	0000204699
WGME-TV	25683	PORTLAND	ME	0000204718
WNYO-TV	67784	BUFFALO	NY	0000209050
WUTV	415	BUFFALO	NY	0000209054
WSTM-TV	21252	SYRACUSE	NY	0000209061
WUHF	413	ROCHESTER	NY	0000209074
WCWN	73264	SCHENECTADY	NY	0000209082
WRGB	73942	SCHENECTADY	NY	0000209102
WJAC-TV	73120	JOHNSTOWN	PA	0000213421
W26EQ-D	168229	STATE COLLEGE	PA	0000213422
WHP-TV	72313	HARRISBURG	PA	0000213424
WPNT	73907	PITTSBURGH	PA	0000213431

⁴ See *supra* n.19.