

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

In the Matter of	)	
	)	
Univision Communications Inc.,	)	Acct. No. 202541420010
Applications for Renewal of Licenses <sup>1</sup>	)	FRNs: 0017777145 et al.
	)	Facility ID Nos. 18747 et al.
	)	LMS File Nos. 0000196299 et al.

**ORDER**

**Adopted: July 24, 2025**

**Released: July 24, 2025**

By the Acting Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Univision Communications Inc. (Univision),<sup>2</sup> the ultimate parent of the licensees of the broadcast television stations (Stations) listed in the Appendix. The Consent Decree resolves the Bureau's investigations arising from its review of the pending license renewal applications (Renewal Applications) listed in the Appendix. In particular, the Consent Decree resolves the Bureau's investigations into Univision's compliance with section 73.670 of the Commission's rules (Rules), which limits the amount of commercial matter that full power and Class A television stations may air during children's programming to no more than 10.5 minutes per hour on weekends and 12 minutes per hour on weekdays.<sup>3</sup> Section 73.670 of the Rules also places restrictions on the display of website addresses during children's programming.<sup>4</sup> We find that through adoption of this Consent Decree, grant of the Renewal Applications are in the public interest.

2. The Bureau and Univision have negotiated the terms of the attached Consent Decree in which Univision agrees, among other things, to make a voluntary contribution to the United States Treasury in the amount of Three Hundred Thousand Dollars (\$300,000) and implement a compliance plan to ensure future compliance with section 73.670 of the Rules.<sup>5</sup> After reviewing the terms of the Consent Decree, the Bureau finds that the public interest will be served by its approval and terminating all pending investigations, as described in paragraph 1, and granting the Renewal Applications. The Bureau finds that during their subject license terms the Stations have served the public interest, convenience, and necessity, and that grant of the Renewal Applications is warranted pursuant to Section 309(k)(1) of the Communications Act of 1934, as amended. We find nothing in the record creates a substantial and

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<sup>1</sup> All station call signs, licensees, facility identification numbers, FRNs, and application file numbers that are subject to the Consent Decree adopted by this Order are listed in the Appendix. The Bureau is also investigating other third-party stations involving the same facts at issue in this proceeding, but not licensed to the entities listed in the Appendix. *See* Consent Decree at paras. 6 and 7. The Media Bureau will address such third-party stations by separate action, as appropriate. *See id.* at nn. 13 and 19.

<sup>2</sup> The term "Univision" refers to the licensees listed in the Appendix both collectively and individually. *See also id.* at para. 2(x) (defining the term "Univision").

<sup>3</sup> 47 CFR § 73.670(a); *see* 47 U.S.C. § 303a(b).

<sup>4</sup> *See* 47 CFR § 73.670(b), (c), and (d).

<sup>5</sup> 47 CFR § 73.670.

material question of fact as to whether Univision possess the basic qualifications to hold or remain a Commission licensee.<sup>6</sup>

3. **ACCORDINGLY, IT IS ORDERED** that, pursuant to sections 4(i) of the Communications Act of 1934, as amended,<sup>7</sup> and by the authority delegated by section 0.61, 0.204, 0.283, and 1.93(b) of the Rules,<sup>8</sup> the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification, and incorporated by reference.

4. **IT IS FURTHER ORDERED** that the investigations by the Media Bureau discussed above **ARE TERMINATED**.

5. **IT IS FURTHER ORDERED** that, pursuant to section 309(k)(1) of the Communications Act of 1934, as amended,<sup>9</sup> the applications for renewal of the television station licenses listed in the Appendix **ARE GRANTED** in accordance with the terms of the attached Consent Decree.

6. **IT IS FURTHER ORDERED** that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Univision Communications Inc., Frank La Fontaine, SVP, Global Compliance Counsel, TelevisaUnivision, 8551 NW 30<sup>th</sup> Terrace, Miami, FL 33122, and by e-mail to [regulatory@televisaunivision.com](mailto:regulatory@televisaunivision.com). A copy shall also be sent to Univision's counsel Matthew DelNero and Kiara Ortiz, 101 Constitution Avenue, NW, Suite 800W, Washington, DC 20001, and by e-mail to [mdelnero@cov.com](mailto:mdelnero@cov.com) and [kortiz@cov.com](mailto:kortiz@cov.com).

FEDERAL COMMUNICATIONS COMMISSION

Erin Boone  
Acting Chief  
Media Bureau

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<sup>6</sup> 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).

<sup>7</sup> 47 U.S.C. § 154(i).

<sup>8</sup> 47 CFR §§ 0.61, 0.204, 0.283, and 1.93(b).

<sup>9</sup> 47 U.S.C. § 309(k)(1).

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Univision Communications Inc.,	)	Acct. No. 202541420010
Applications for Renewal of Licenses <sup>1</sup>	)	FRNs: 0017777145 et al.
	)	Facility ID Nos. 18747 et al.
	)	LMS File Nos. 0000196299 et al.

**CONSENT DECREE**

1. The Media Bureau (hereafter Bureau, as defined below) of the Federal Communications Commission and Univision Communications Inc. (hereafter Univision, as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of resolving issues arising from the Investigations (as defined below) and the Bureau's review of the Renewal Applications (as defined below) for the broadcast television stations listed in the Appendix. In particular, the Consent Decree resolves the Bureau's examination into Univision's compliance with section 73.670 of the Commission's rules (hereafter Rules, as defined below), which limits the amount of Commercial Matter (as defined below) that commercial television stations may air during Children's Programming (as defined below) and restricts the display of Internet website addresses during Children's Programming.<sup>2</sup>

2. To resolve the Investigations, Univision agrees to pay a voluntary contribution to the United States Treasury in the amount of Three Hundred Thousand Dollars (\$300,000) and implement a comprehensive plan to ensure future compliance with section 73.670 of the Rules.<sup>3</sup> In exchange, the Bureau agrees to terminate the Investigations and grant the pending Renewal Applications listed in Appendix A 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 Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
  - (c) "Bureau" means the Media 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) "Commercial Limits Certification" means the documentation provided by Univision to substantiate compliance with 47 CFR § 73.670 and placed on an annual basis into each Station's online public inspection file as required by 47 CFR § 73.3526(e)(11)(ii).
  - (f) "Commercial Limits Rule" means the requirements, time limits, and restrictions on Commercial Matter during Children's Programming contained in 47 CFR §

<sup>1</sup> All stations, call signs, facility identification numbers, FRNs and application file numbers that are subject to this Consent Decree are listed in the Appendix.

<sup>2</sup> 47 CFR § 73.670; *see also* 47 U.S.C. § 303a(b).

<sup>3</sup> 47 CFR § 73.670.

73.670(a), including the Commission's policies related to host-selling and program-length commercials.

- (g) "Commercial Matter" shall have the same meaning as the term is defined in 47 CFR § 73.670, Note 1.
- (h) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
- (i) "Communications Laws" means, collectively, the Act, the Rules, and the published and promulgated orders and decisions of the FCC to which each licensee listed in the Appendix is subject by virtue of being an FCC licensee.
- (j) "Compliance Plan" means the processes and procedures developed by Univision in an effort to ensure compliance with 47 CFR § 73.670, in its entirety and as described in paragraph 20.
- (k) "Complaint" means any communication that Univision receives, whether written or oral, resulting from a person or entity contacting either: (i) the Commission, Univision, or a Station concerning issues related to compliance with 47 CFR § 73.670.
- (l) "Compliance Officer" means a responsible party employed by Univision to be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Univision complies with the terms and conditions of the Compliance Plan and this Consent Decree.
- (m) "Covered Employees" means all master control, traffic, and programming employees at the Stations who materially participate in scheduling Children's Programming and monitoring such programming to ensure it is broadcast.
- (n) "CTA" means the Children's Television Act of 1990, Pub. L. No. 101-437, 104 Stat. 996-1000, codified at 47 U.S.C. §§ 303a, 303b, and 394.
- (o) "Division" means the Video Division of the Media Bureau of the FCC.
- (p) "Effective Date" means the date on which the Bureau releases the Adopting Order.
- (q) "Investigations" means the Bureau's examination of Univision's compliance with 47 CFR § 73.670, in its entirety.
- (r) "OPIF" means a commercial broadcast television station's online public inspection file as defined by 47 CFR § 73.3526.
- (s) "Parties" means Univision and the Bureau, each of which is a "Party."
- (t) "Point of Contact" means a Station management or supervisory level employee responsible for Complaints and coordinating with the Compliance Officer in order to ensure compliance with the terms of this Consent Decree.
- (u) "Renewal Applications" means the applications identified in the Appendix filed by Univision for renewal of license.
- (v) "Rules" means the FCC regulations found in Title 47 of the Code of Federal Regulations.
- (w) "Stations" means collectively the full-power and Class A television stations licensed to Univision and listed in the Appendix, or a subset of full-power and Class A television stations licensed to Univision and listed in the Appendix, as otherwise indicated, each of which is individually a "Station."

- (x) “Univision” means Univision Communications Inc., the parent of the licensees of the broadcast television stations listed in the Appendix (collectively or individually), as well as its assigns, transfers, predecessors-in-interest, and successors-in-interest.
- (y) “URL Rule” means the limitations regarding the display of an Internet address as specified in 47 CFR § 73.670(b), (c), and (d), which permit the display of an Internet website address (i.e., a Uniform Resource Location or URL) during children’s program material or promotional material not counted as commercial time *only* if use of the URL meets the URL Rule’s four-pronged test (47 CFR § 73.670(b)).

## II. BACKGROUND

4. As part of the CTA, Congress directed the Commission to adopt rules, *inter alia*, limiting the number of minutes of commercial material 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. 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.<sup>4</sup> In furtherance of the CTA’s underlying purpose, the Commission adopted the URL Rule, which limits certain broadcasts of website addresses (i.e., URLs) during Children’s Programming directed at children ages 12 and under.<sup>5</sup> Specifically, the URL Rule permits the display of an Internet website address during program material or promotional material not counted as commercial time *only* if it meets the following four-pronged test: (1) the website offers a substantial amount of bona fide program-related or other noncommercial content; (2) the website is not primarily intended for commercial purposes, including either e-commerce or advertising; (3) the website’s home page and other menu pages are clearly labeled to distinguish the noncommercial from the commercial sections; and (4) the page of the website to which viewers are directed by the website address is not used for e-commerce, advertising, or other commercial purposes (e.g., contains no links labeled “store” and no links to another page with commercial material).<sup>6</sup> If the website address that is displayed does not meet the four-pronged test, in addition to counting against a station’s commercial time limits “the promotion must be clearly separated from program material.”<sup>7</sup>

5. In order to verify compliance with the Commercial Limits Rules, commercial full power and Class A stations are required to upload to their OPIF on an annual basis “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.”<sup>8</sup> 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.”<sup>9</sup> Between May 29, 2020, and March 31, 2023, Univision filed the Renewal Applications and answered “no” in response to the certification concerning compliance

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<sup>4</sup> See 47 CFR § 73.670(a); 47 U.S.C. § 303a(b).

<sup>5</sup> 47 CFR §§ 73.670(b), (c), and (d).

<sup>6</sup> 47 CFR § 73.670(b).

<sup>7</sup> 47 CFR § 73.670(c). The Commission requires program material be separated from commercial material by intervening and unrelated program material (e.g., “And now it’s time for a commercial break” or “And now back to the [title of the program]”). See *Policies and Rules Concerning Children’s Television Programming*, Report and Order, 6 FCC Rcd 2111, 2127, n.147 (1991), *recon. granted in part*, 6 FCC Rcd 5093 (1991).

<sup>8</sup> 47 CFR § 73.3526(e)(11)(ii). Such records must be retained until final action has been taken on the station’s next license renewal application. *Id.*

<sup>9</sup> See FCC Form 2100, Schedule 303-S, <https://www.fcc.gov/sites/default/files/form303stvinstructions.pdf>.

with the Commercial Limits Rule. In attachments to the Renewal Applications, Univision disclosed that Stations had not complied with the Commercial Limits Rule and, in some cases, the URL Rule during the Stations' prior license term. As a result, the Division commenced the Investigations and suspended processing the Renewal Applications.

**A. *Pokémon* Children's Commercial Limits Matter**

6. Univision reported in the Renewal Applications that a total of 41 stations aired the children's program "*Pokémon*" that contained commercial matter in excess of the amount permitted by the Commercial Limits Rule.<sup>10</sup> All 41 stations began airing overages on November 15, 2017, with 5 doing so until December 3, 2017,<sup>11</sup> and the remaining 36 doing so through January 24, 2018.<sup>12</sup> *Pokémon* was provided to the stations by the UniMás Television Network, which is owned by Univision,<sup>13</sup> and consisted of two consecutive half-hour episodes of the program between 4:00 pm and 5:00 pm, Monday through Friday, for a total of 5 hours per week. During the aforementioned periods, each one-hour block of *Pokémon* that was aired by the stations contained 15 minutes and 45 seconds of commercial matter per weekday.<sup>14</sup> Thus, each station aired an excess 3 minutes and 45 seconds of commercial matter beyond the 12-minute per hour limit on Commercial Matter permitted during children's weekday programming, with 36 stations doing so a total of 47 occasions each and 5 stations doing so on 35 occasions each.<sup>15</sup> Univision states that, after it discovered the commercial overage, the program was reformatted to eliminate the Commercial Matter to no more than 12 minutes per hour. This change occurred on January 25, 2018.<sup>16</sup>

**B. *Pocoyo* Children's Commercial Limits Matter**

7. Univision reported that, on 48 occasions between June 2016 and March 2017, a combined 36 stations displayed a website address that contained commercial matter immediately following the closing credits of the Children's Program "*Pocoyo*."<sup>17</sup> According to Univision, the non-commercial educational material consisted of a 40-second, interstitial "educational capsule" produced by

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<sup>10</sup> The Bureau and Univision agree that *Pokémon* meets the definition of Children's Programming.

<sup>11</sup> See, e.g., Application for Renewal of License (FCC Form 2100, Schedule 303-S) filed by Unimas Albuquerque LLC, KLUZ-TV, Albuquerque, NM (Fac. ID No. 57220), LMS File No. 0000192293 at Attach. "KLUZ-TV Children's Commercial Limits Exhibit" (filed May 31, 2022).

<sup>12</sup> See, e.g., Application for Renewal of License (FCC Form 2100, Schedule 303-S) filed by KAKW License Partnership, L.P., KAKW-DT, Killeen, TX (Fac. ID No. 148), LMS File No. 0000188359 at Attach. "KAKW-DT Children's Programming Commercial Limits Certifications" (filed Feb. 1, 2023; amended Jan. 24, 2024) (KAKW Statement).

<sup>13</sup> *Id.* The Bureau understands that stations not licensed to Univision, but that are UniMás Television Network affiliates, may have aired the same program containing excess Commercial Matter. This Consent Decree solely addresses stations licensed to Univision and listed in the Appendix. Non-Univision licensed stations will be addressed by separate Bureau action, as appropriate. See Adopting Order at n.1.

<sup>14</sup> KAKW Statement.

<sup>15</sup> Stations with a single asterisk (\*) in the Appendix aired the excess commercial matter from November 15, 2017, through December 3, 2017, and those with two asterisks (\*\*) in the Appendix aired the commercial matter from November 15, 2017 through January 24, 2018.

<sup>16</sup> See *id.*

<sup>17</sup> *Id.* *Pocoyo* is targeted toward children between the ages of 2 and 4 years. See, e.g., Children's Television Programming Report (FCC Form 398) filed by Univision Philadelphia LLC, WUVP-DT, Vineland, NJ (Fac. ID No. 60560), LMS File No. 0000023220 (filed Apr. 5, 2017). The Bureau and Univision agree that *Pocoyo* meets the definition of Children's Programming.

Mundo Lanugo that aired immediately following *Pocoyo*.<sup>18</sup> *Pocoyo* and the interstitial were provided to the stations by the Univision Television Network, which is owned by Univision.<sup>19</sup> The interstitial included a three-second display of a URL for Mundo Lanugo's website.<sup>20</sup> Univision stated that while the website "contained a substantial amount of bona fide noncommercial content...the landing page contained a link to the Mundo Lanugo app, which could be purchased from the site."<sup>21</sup> In addition, a review by Bureau staff of the archived Mundo Lanugo website revealed a tab labeled "Compra" (Spanish for "buy" or "purchase").<sup>22</sup> Upon discovering the commercial material contained on the website, Univision "separated the capsule from the closing credits of the program with a bumper and deleted the URL."<sup>23</sup> As a result, not only did the display of the website appear to not comply with the URL Rule, but each station may have exceeded the Commercial Limits Rule by as much as 40 seconds on the 48 occasions that the interstitial was aired prior to remedial action being taken.<sup>24</sup>

### III. CONCLUSION

8. The Bureau and Univision have negotiated the terms of this Consent Decree, subject to specific terms and conditions set forth herein, by which the Bureau terminates the Investigations and grants the Renewal Applications. In consideration, Univision agrees implement and maintain a Compliance Plan designed to ensure its future compliance with the Commercial Limits Rule and the URL Rule, and has agreed to pay a voluntary contribution in the amount of Three Hundred Thousand Dollars (\$300,000) to the United States Treasury.

### IV. TERMS OF AGREEMENT

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

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

11. **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 Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission.

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

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<sup>18</sup> KAKW Statement (providing the URL "<https://mundolanugo.com>" for Mundo Lanugo).

<sup>19</sup> The Bureau understands that stations not licensed to Univision, but that are Univision Television Network affiliates, may have also aired the same program containing excess Commercial Matter and may not have complied with the URL Rule. This Consent Decree solely addresses stations licensed to Univision and listed in the Appendix. Non-Univision licensed stations will be addressed by separate Bureau action, as appropriate. See Adopting Order at n.1.

<sup>20</sup> KAKW Statement.

<sup>21</sup> *Id.*

<sup>22</sup> See <https://web.archive.org/web/20160403121842/http://www.mundolanugo.com/> (last visited June 2, 2025).

<sup>23</sup> KAKW Statement.

<sup>24</sup> These stations are designated with a plus symbol (+) in the Appendix.

13. **Admission of Facts.** Univision admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 15 herein, that paragraphs 3 through 7 are a true and accurate description of the facts underlying the Investigations. By entering into this Consent Decree, Univision makes no admission of liability of any Communications Law, and the Bureau make no finding of any liability or violation.

14. **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 Investigations and take the actions specified in paragraph 22. In consideration, Univision agrees to the terms and conditions contained herein, including the actions specified in paragraphs 16, 19, 20, and 22 of this Consent Decree. The Bureau further agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute, on its 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 its own motion against Univision concerning the matters that were the subject of the Investigations or in assessing the issuance or size of sanctions or forfeitures proposed against Univision in any future enforcement actions. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigations through the Effective Date, or the existence of this Consent Decree, to institute on its own motion any proceeding (formal or informal) to set for hearing the question of the basic qualifications of Univision to be a Commission licensee or to hold Commission licenses or authorizations.<sup>25</sup>

15. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Univision with the Rules or Act or from adjudicating complaints or other adjudicatory pleadings filed by third parties against Univision 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, Univision acknowledges that the Commission retains the discretion and authority to propose sanctions against Univision, including the issuance of notices of apparent liability for forfeiture, for any apparent willful and/or repeated violation by Univision of the Rules or the Act. The Commission's adjudication of any complaints or potential will be based solely on the record developed in subsequent proceedings.

16. **Voluntary Contribution.** Provided the Renewal Applications have been granted in accordance with paragraph 18 herein, Univision agrees to make a voluntary contribution to the United States Treasury in the amount of Three Hundred Thousand Dollars (\$300,000) within thirty (30) calendar days after the Effective Date. Univision 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.<sup>26</sup> **Univision shall send electronic notification of payment to [VideoCompliance@fcc.gov](mailto:VideoCompliance@fcc.gov) on the date payment is made.** Payment shall be made by credit card, ACH (Automated Clearing House) debit from a bank account using the Commission's Fee Filer (the Commission's online payment system),<sup>27</sup> 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-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov). Below are instructions that payors 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 Form 159 must be faxed to the

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<sup>25</sup> See 47 CFR § 1.93(b).

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

<sup>27</sup> Payments made using CORES do not require the submission of an FCC Form 159.



FCC at (202) 418-2843 or emailed to [RROGWireFaxes@fcc.gov](mailto:RROGWireFaxes@fcc.gov) on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 may result in payment not being recognized as having been received. When completing FCC Form 159, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) in the Appendix (Payor FRN).<sup>28</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.

- Payment by credit card must be made by using the Commission’s Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by credit card, log-in using the FCC Username associated with the FRN listed in the Appendix. 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 Fee Filer website at <https://apps.fcc.gov/FeeFiler/login.cfm>. To pay by ACH, log in using the FCC Username associated with the FRN listed in the Appendix. 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., NAL/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.

17. **Event of Default.** The Parties agree that an Event of Default shall occur upon the failure by Univision to pay the full amount of the voluntary contribution by the due date specified in paragraph 16 of this Consent Decree. After an Event of Default has occurred under this Consent Decree, the then 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 Univision.

18. **Grant of the Renewal Applications.** In the Adopting Order, the 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 Application for a 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 16 of this Consent Decree. The Bureau acknowledges that, as a result of this Consent Decree, all matters that would preclude grant of the Renewal Applications have now been resolved.

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<sup>28</sup> Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

19. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Univision shall designate a person employed (on a full-time, part-time, or contract basis) by Univision to serve as a Compliance Officer and to discharge the duties set forth in Paragraphs 20 and 22. 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 to Univision's Chief Legal Officer (or other senior executive officer/owner) on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Univision complies with the Commercial Limits Rule, URL Rule, and terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall have specific knowledge of the Communications Laws and the terms of this Consent Decree 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 Bureau within thirty (30) calendar days after the Effective Date by e-mail at [VideoCompliance@fcc.gov](mailto:VideoCompliance@fcc.gov). The Bureau must be notified, as previously specified, of any change in the person serving as Compliance Officer within five (5) business days.

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

- (a) **Compliance Manual.** Within thirty (30) calendar days after the Effective Date, Univision 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 Univision's in-house legal counsel or a third party such as a trade association or a law firm. The Compliance Manual may be one that was developed by Univision as part of corrective measures implemented following the incidents discussed in paragraphs 6 and 7, or one that is developed by Univision after the Effective Date. The Compliance Manual shall:
  - a. thoroughly explain the requirements embodied in the Commercial Limits Rule and URL Rule;
  - b. establish "Operating Procedures" that Covered Employees must follow to help ensure compliance with the Commercial Limits Rule and URL Rule. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that stations monitor Children's Programming they broadcast, addresses problems, report issues to the Compliance Officer, and addresses consumer Complaints in a timely manner; and
  - c. be reviewed and revised by the Compliance Officer, or Univision 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 Covered Employees.
- (b) **Compliance Training Program.** Univision will conduct formal compliance training on the Commercial Limits Rule and URL Rule for all Covered Employees. As part of the compliance training program, Covered Employees shall be advised of the Commercial Limits Rule and URL Rule and shall be instructed on how to disclose noncompliance to the Compliance Officer. Such training will be provided to all such employees no later than thirty (30) calendar days after the Effective Date of this Consent Decree, unless they have received such training within the last 12-months. During the term of this Compliance Plan all Covered Employees must receive

compliance training at least once every 12-months from the last date they received training. Training must also be provided to every new Covered Employees within ten business (10) days after commencing employment or becoming a Covered Employee. The compliance training program may be one that has been developed by Univision (or internal or external legal counsel) as part of corrective measures implemented since the incidents described in paragraphs 6 and 7 occurred, or one that is developed after the Effective Date. The compliance training program must include instruction relating the provisions of the Commercial Limits Rule, URL Rule, and responsibilities of any Covered Employee under the terms of this Consent Decree. The training must be reviewed and revised by the Compliance Officer, or Univision 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, Univision shall establish and maintain a Point of Contact to investigate and respond to any Complaint alleging noncompliance with the Commercial Limits Rule or URL Rule at the stations subject to this Compliance Plan in coordination with the Compliance Officer. Univision shall maintain on the public website for the Stations or on the public website of the Univision Television Network<sup>29</sup> and UniMás Television Network<sup>30</sup> (as applicable), 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.** Univision shall report any instance of noncompliance with the Commercial Limits Rule, URL Rule, or with 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 instance of noncompliance; (ii) the steps that Univision 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 Univision 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 noncompliance shall be submitted by e-mail to [VideoCompliance@fcc.gov](mailto:VideoCompliance@fcc.gov). Univision must also include with any Station's Commercial Limits Certification a copy of such a report.

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

22. **Placement of Consent Decree in OPIF.** Within thirty (30) days of the Effective Date, Univision shall place in the OPIF of each Station a copy of this Consent Decree in the folder entitled "FCC Investigations or Complaints."<sup>31</sup> The Consent Decree shall be retained in each Station's OPIF until the date specified in paragraph 21.<sup>32</sup>

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<sup>29</sup> The Univision Television Network website is available at <https://tv.univision.com/> and includes this website address or any substitute website address for the network.

<sup>30</sup> The UniMás Television Network website is available at <https://www.univision.com/unimas> and includes this website or any substitute website address for the network.

<sup>31</sup> A station's OPIF can be found at <https://publicfiles.fcc.gov/>. To log-in a licensee must select "sign-in" and enter the required log-in information. More information about how to log-in to the Station's OPIF and upload documents can be found by clicking on "For Filers" or "FAQ" from the OPIF homepage.

<sup>32</sup> 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

(continued....)

23. **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.

24. **Waivers.** As of the Effective Date, Univision waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order. Univision 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, no Party will contest the validity of the Consent Decree or Adopting Order, and Univision will waive any statutory right to a trial *de novo*. Univision hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act<sup>33</sup> relating to the Consent Decree or Adopting Order.

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.** 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 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 Licensee does not expressly consent) or any federal law or regulation, that provision will be superseded by such Rule, Order, law, or regulation.

28. **Successors and Assigns.** Univision agrees that the provisions of this Consent Decree shall be binding on it and its successors, assigns, and transferees, unless otherwise agreed to by the Commission.

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

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

31. **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.

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.

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

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writing that the material may be discarded).

<sup>33</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

**Federal Communications Commission**

By:

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Erin Boone  
Acting Chief, Media Bureau

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Date

**Univision Communications Inc.**

By:

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Ignacio Meyer  
President, Univision Television Networks Group

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Date

## APPENDIX

*Univision Communications Inc. Owned and Operated Stations*

Call Sign	Community of License	Facility ID No.	Licensee	FRN	LMS License Renewal File No.
<b>KABE-CD+</b>	Bakersfield, CA	18747	Univision Bakersfield LLC	0017777145	0000196299
<b>KAKW-DT+**</b>	Kileen, TX	148	KAKW License Partnership, L.P.	0008192122	0000188359
<b>KBTF-CD**</b>	Bakersfield, CA	34438	Unimas, Bakersfield LLC	0008192510	0000196301
<b>KCEC*</b>	Boulder, CO	57219	Spanish Television of Denver, Inc.	0002531630	0000173442
<b>KCOR-CD+**</b>	San Antonio, TX	48837	Unimas Partnership San Antonio	0015540941	0000188379
<b>KDTV-CD+</b>	Santa Rosa, CA	18148	KDTV License Partnership, G.P.	0001531425	0000196232
<b>KDTV-DT+**</b>	San Francisco, CA	33778	KDTV License Partnership, G.P.	0001531425	0000196191
<b>KEZT-CD+**</b>	Sacramento, CA	52891	Unimas Sacramento LLC	0008192544	0000196228
<b>KFPH-CD+**</b>	Phoenix, AZ	2739	Unimas Partnership of Phoenix	0006487789	0000192339 <sup>1</sup>
<b>KFPH-DT+**</b>	Flagstaff, AZ	41517	Unimas Partnership of Flagstaff	0006500383	0000192338
<b>KFSF-DT**</b>	Vallejo, CA	51429	Unimas San Francisco LLC	0008192569	0000196230
<b>KFTH-DT**</b>	Alvin, TX	60537	Unimas Houston LLC	0003771003	0000188374
<b>KFTR-DT**</b>	Ontario, CA	60549	Unimas Los Angeles LLC	0005825898	0000196198
<b>KFTU-CD+**</b>	Tucson, AZ	53004	Unimas Partnership of Tucson	0006483424	0000192295
<b>KFTU-DT+**</b>	Douglas, AZ	81441	Unimas Partnership of Douglas	0006495147	0000192301
<b>KFTV-DT+</b>	Hanford, CA	34439	KFTV License Partnership, G.P.	0001531417	0000196187
<b>KLUZ-TV*</b>	Albuquerque, NM	57220	Unimas Albuquerque LLC	0010308484	0000192293
<b>KMEX-DT+**</b>	Los Angeles, CA	35123	KMEX License Partnership, G.P.	0001531359	0000196185
<b>KNIC-DT+**</b>	Blanco, TX	125710	Unimas Partnership San Antonio	0015540941	0000188378
<b>KSTR-DT**</b>	Irving, TX	60534	Unimas Dallas LLC	0003770922	0000188369
<b>KTFO-CD+**</b>	Austin, TX	35882	KAKW License Partnership, L.P.	0008192122	0000188360
<b>KTFF-DT+**</b>	Porterville, CA	35512	Unimas Fresno LLC	0008192593	0000196224 <sup>2</sup>

<sup>1</sup> Application also includes low power television (LPTV) station K18NN-D, Globe, AZ (Fac. ID No. 127930), which acts as a translator for the associated Class A station.

Call Sign	Community of License	Facility ID No.	Licensee	FRN	LMS License Renewal File No.
<b>KTFK-DT+**</b>	Stockton, CA	20871	Unimas Sacramento LLC	0008192544	0000196227
<b>KTVW-CD+**</b>	Flagstaff, AZ	29464	KTVW License Partnership, G.P.	0004516118	0000192334
<b>KTVW-DT+**</b>	Phoenix, AZ	35705	KTVW License Partnership, G.P.	0004516118	0000192331 <sup>3</sup>
<b>KUTH-DT+**</b>	Provo, UT	81451	Univision Salt Lake City LLC	0017777152	0000192258
<b>KUVE-CD+**</b>	Tucson, AZ	78036	Univision Tucson LLC	0017777178	0000192316
<b>KUVE-DT+**</b>	Green Valley, TX	63927	Univision Tucson LLC	0017777178	0000192313
<b>KUVI-DT+**</b>	Bakersfield, CA	7700	KUVI License Partnership, G.P.	0001531334	0000196298
<b>KUVN-CD+</b>	Fort Worth, TX	5319	KUVN License Partnership, L.P.	0007997810	0000188367
<b>KUVN-DT+</b>	Garland, TX	35841	KUVN License Partnership, L.P.	0007997810	0000188365
<b>KUVS-DT+**</b>	Modesto, CA	58609	KUVS License Partnership, G.P.	0001531292	0000196188
<b>KWEX-DT+</b>	San Antonio, TX	35881	KWEX License Partnership, L.P.	0007997562	0000188377
<b>KXLN-DT+**</b>	Rosenberg, TX	53847	KXLN License Partnership, L.P.	0008192015	0000188372
<b>WAMI-DT**</b>	Hollywood, FL	60536	Unimas Miami LLC	0005414875	0000123265
<b>WFDC-DT+</b>	Arlington, VA	69532	Unimas D.C. LLC	0008194805	0000115066
<b>WFPA-CD**</b>	Philadelphia, PA	74216	WXTV License Partnership, G.P.	0001531243	0000213356
<b>WFTY-DT+**</b>	Smithtown, NY	60553	Univision New York LLC	0005414917	0000208965
<b>WFUT-DT**</b>	Newark, NJ	60555	Univision New York LLC	0005414917	0000208964
<b>WGBO-DT+</b>	Joliet, IL	12498	WGBO License Partnership, G.P.	0001531391	0000154891
<b>WLTV-DT+</b>	Miami, FL	73230	WLTV License Partnership, G.P.	0001531375	0000123263
<b>WQHS-DT+**</b>	Cleveland, OH	60556	Univision Cleveland LLC	0003771052	0000147978
<b>WUNI*</b>	Marlborough, MA	60551	Unimas Boston LLC	0001734987	0000204626
<b>WUVC-DT+**</b>	Fayetteville, NC	16517	WUVC License Partnership, G.P.	0005008305	0000119662 <sup>4</sup>

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<sup>2</sup> Application also includes low power television station KTFK-LD, Fresno, CA (Fac. ID No. 23272), which acts as a translator for the associated full power station.

<sup>3</sup> Application also includes low power television station KDOS-LD, Globe, AZ (Fac. ID No. 129078), which functions as a translator for the associated full power station.

<b>Call Sign</b>	<b>Community of License</b>	<b>Facility ID No.</b>	<b>Licensee</b>	<b>FRN</b>	<b>LMS License Renewal File No.</b>
<b>WUVG-DT+**</b>	Athens, GA	48813	Univision Atlanta LLC	0005414891	0000128215
<b>WUVP-DT+**</b>	Vineland, NJ	60560	Univision Philadelphia LLC	0005414867	0000209065
<b>WVEA-TV*</b>	Tampa, FL	60559	Unimas Tampa LLC	0003771037	0000123253
<b>WVEN-TV*</b>	Melbourne, FL	5802	Unimas Orlando, Inc.	0005877790	0000123251
<b>WXFT-DT+**</b>	Aurora, IL	60539	Unimas Chicago LLC	0003770898	0000154892
<b>WXTV-DT+**</b>	Paterson, NJ	74215	WXTV License Partnership, G.P.	0001531243	0000208961

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<sup>4</sup> Low power television station WTNC-LD, Durham, NC (Fac. ID No. 70112), which is licensed to WUVC License Partnership, G.P., functions as a translator for WUVC-DT. Its pending license renewal application (LMS File No. 0000119661) will also be acted upon as part of the terms of this Consent Decree.