

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

In the Matter of	)	
	)	
Window to the World Communications, Inc.,	)	Acct. No. 202541420011
Licensee of Full Power Television Station WTTW,	)	FRN: 0002860179
Chicago, Illinois	)	Facility ID No. 10802
	)	LMS File No. 0000155026

**ORDER**

**Adopted: July 25, 2025****Released: July 25, 2025**

By the Chief, Video Division, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Window to the World Communications, Inc. (Licensee), licensee of full power non-commercial educational (NCE) television station WTTW, Chicago, Illinois (Station). The Consent Decree resolves issues arising from the review of the Station's pending license renewal application.<sup>1</sup> In particular, the Consent Decree resolves the Bureau's investigation of the Licensee's compliance with section 73.3527(e)(8) of the Commission's rules (Rules), which requires full power NCE television stations to upload to their online public inspection file at required intervals copies of issues/programs lists.<sup>2</sup>

2. The Bureau and the Licensee have negotiated the attached Consent Decree in which the Licensee agrees to make a voluntary contribution to the United States Treasury in the amount of Six Thousand Dollars (\$6,000) and implement compliance plan to ensure future compliance with section 73.3527(e)(8).<sup>3</sup> In exchange the Bureau agrees to terminate its investigation into the matters discussed above in paragraph 1.<sup>4</sup> After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's consideration of potential violations of the Rules. We find that nothing in the record creates a substantial and material question of fact as to whether the Licensee possesses the basic qualifications to remain a Commission licensee.

3. **ACCORDINGLY, IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended,<sup>5</sup> and by the authority delegated by sections 0.61, 0.204, 0.283, and 1.93(b) of the Commission's rules,<sup>6</sup> the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification, and incorporated by reference.

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<sup>1</sup> Application of Window of the World Communications, Inc. for Renewal of License of WTTW(DT), Chicago, IL, LMS File No. 0000155026 (filed Jul. 30, 2021) (Renewal Application).

<sup>2</sup> 47 CFR § 73.3527(e)(8).

<sup>3</sup> *Id.*

<sup>4</sup> See also Consent Decree at paras. 4-5. This settlement does not terminate or resolve any other investigatory matters currently pending before the Commission involving the Station or Licensee. Processing of the Renewal Application will remain suspended until all investigatory matters are resolved. See Informal Objection of Nico Tsatsoulis, Pleading File No. 0000215824 (filed May 31, 2023) (objecting to renewal of the Station's license).

<sup>5</sup> 47 U.S.C. § 154(i).

<sup>6</sup> 47 CFR §§ 0.61, 0.204, 0.283, and 1.93(b).

4. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau into the matter discussed above **IS TERMINATED**.

5. **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 Window to the World Communications, Inc., 5400 North St. Louis Ave., Chicago, IL 60625, and by e-mail to [ehalpern@wttw.com](mailto:ehalpern@wttw.com). A copy shall also be sent in the same manner to the Licensee's counsel, Margaret L. Miller, Esq. and Derek Teslik, Esq., Gray Miller Persh, LLP, 2233 Wisconsin Ave., NW, Suite 226, Washington, DC 20007 and by e-mail to [mmiller@graymillerpersh.com](mailto:mmiller@graymillerpersh.com) and [dteslik@graymillerpersh.com](mailto:dteslik@graymillerpersh.com).

FEDERAL COMMUNICATIONS COMMISSION

Barbara A. Kreisman  
Chief, Video Division  
Media Bureau

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

In the Matter of	)	
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Window to the World Communications, Inc.,	)	Acct. No. 202541420011
Licensee of Full Power Television Station WTTW,	)	FRN: 0002860179
Chicago, Illinois	)	Facility ID No. 10802
	)	LMS File No. 0000155026

**CONSENT DECREE**

**I. INTRODUCTION**

1. The Media Bureau of the Federal Communications Commission (hereafter Bureau, as defined below) and Window to the World Communications, Inc. (hereafter Licensee, as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau's Investigation (as defined below) into the Licensee's compliance with sections 73.3527(e)(8) of the Commission's rules (hereafter Rules, as defined below), relating to its untimely uploading of issues/programs lists to the above captioned Station's (as defined below) online public inspection file.<sup>1</sup> To resolve these matters, the Licensee agrees to make a voluntary contribution to the United States Treasury in the amount of Six Thousand dollars (\$6,000) and implement a comprehensive Compliance Plan to ensure its future compliance with sections 73.3527(e)(8) of the Rules.<sup>2</sup> The Bureau agrees to terminate the Investigation in accordance with the terms and conditions set forth below.

**II. DEFINITIONS**

2. 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) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
- (e) "Communications Laws" means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Licensee is subject by virtue of it being a Commission licensee.
- (f) "Compliance Plan" means the processes and procedures developed by the Licensee in an effort to ensure compliance with 47 CFR § 73.3527 generally, including 47 CFR § 73.3527(e)(8).
- (g) "Compliance Officer" means a responsible party employed by the Licensee to be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree.
- (h) "Covered Employees," each of which is a "Covered Employee," means all employees, volunteers, and agents of the Licensee, who are responsible for

<sup>1</sup> 47 CFR §§ 73.3527(e)(8).

<sup>2</sup> *Id.*

performing, supervising, overseeing, or managing activities related to the maintenance of the Station's OPIF, as required by the OPIF Rule.

- (i) "Division" means the Video Division of the Media Bureau of the Commission.
- (j) "Effective Date" means the date on which the Bureau releases the Adopting Order.
- (k) "Investigation" means the Bureau's decision to hold and not process the Renewal Application and examination of the Licensee's compliance with 47 CFR § 73.3527(e)(8).
- (l) "Issues/Programs Lists Rule" means the requirements detailed in 47 CFR § 73.3527(e)(8).
- (m) "Licensee" means Window to the World Communications, and its assigns, transferees, affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (n) "LMS" means the Commission's Licensing and Management System, which allows licensees, permittees, applicants, and the public to submit, manage, and track television and radio broadcast applications, notifications and related pleadings.
- (o) "OPIF" means the Station's online public inspection file as defined by 47 CFR § 73.3527.
- (p) "OPIF Rule" means the requirements detailed in 47 CFR § 73.3527 in its entirety.
- (q) "Parties" means the Licensee and the Bureau, each of which is a "Party."
- (r) "Renewal Application" means the application of Window to the World Communications, for renewal of the television broadcast license for station WTTW(TV), Chicago, Illinois (Facility ID No. 10802), LMS File No. 0000155026 as amended.
- (s) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (t) "Station" means WTTW(TV), Chicago, Illinois (Facility ID No. 10802).

### III. BACKGROUND

3. On July 30, 2021, the Licensee timely filed the Renewal Application. In the Renewal Application, the Licensee responded "No" to the statement that "the documentation, required by 47 CFR Sections 73.3526 or 73.3527, as applicable, has been uploaded to the station's public inspection file when required." In an attachment to the Renewal Application, the Licensee disclosed that during the prior license term it failed to upload a total of thirteen (13) issues/programs lists to the Station's OPIF in a timely manner.<sup>3</sup> In order to prevent similar violations in the future, the Licensee stated that it "continues to review and refine, procedures that will ensure that it timely files all subsequent documents to the station's online public file."<sup>4</sup> Upon review of the Station's OPIF, Division staff confirmed the late uploads disclosed by the Licensee.<sup>5</sup> Based on the Licensee's failure to comply with the Issues/Programs

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<sup>3</sup> Renewal Application at Attach. Amended Public File Exhibit.

<sup>4</sup> *Id.*

<sup>5</sup> The Station's late issues/programs lists consisted of one that was filed under one month late, nine that were filed between one month and one year late, and three that were filed over one year late. As of the date of the Adopting Order, all required documents have been placed in the Station's OPIF.

Lists Rule, the Division commenced the Investigation and suspended processing the Renewal Application.<sup>6</sup>

4. The Issues/Programs Lists Rule requires every noncommercial educational 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.<sup>7</sup> 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.<sup>8</sup>

5. The Bureau and the Licensee have negotiated the terms of the Consent Decree, subject to specific terms and conditions set forth herein, by which the Bureau will terminate the Investigation into the matters discussed above. In consideration, the Licensee agrees to implement and maintain a Compliance Plan designed to ensure its future compliance with the Issues/Programs Lists Rule, and has agreed to make a voluntary contribution in the amount of Six Thousand Dollars (\$6,000) to the United States Treasury.

#### IV. TERMS OF AGREEMENT

6. **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.

7. **Jurisdiction.** The Licensee agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

8. **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.

9. **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, or its delegated authority to exercise any rights and remedies attendant to the enforcement of a Commission order.

10. **Admission of Liability.** The Licensee admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provision of paragraph 12 herein, that paragraphs 3 to 4 of this Consent Decree are a true and accurate description of the facts underlying the Investigation. By entering into this Consent Decree, the Licensee makes no admission of liability of any Communications Law and the Bureau makes no finding of any liability or violation.

11. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. This Consent Decree does not terminate or resolve any other investigatory matters currently pending before the Commission involving the Station or Licensee. In consideration for the termination of the Investigation, the Licensee agrees to the terms, conditions, and procedures contained herein, including the actions specified in paragraphs 13, 15 and 17 of this Consent Decree. The Bureau further agrees that, in the absence of new material evidence, the Bureau will not use the facts

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<sup>6</sup> Processing of the Renewal Application was also suspended due to an Informal Objection filed against the Station's application, which remains pending. See Informal Objection of Nico Tsatsoulis, Pleading File No. 0000215824 (filed May 31, 2023). The Bureau will proceed with processing the Renewal Application once all open investigatory matters are resolved. See Adopting Order at n.4.

<sup>7</sup> See 47 CFR § 73.3527(e)(8).

<sup>8</sup> *Id.*

developed in this Investigation 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 the Licensee or recommend any such action by the Commission against the Licensee concerning the matters that were the subject of the Investigation. The Bureau also agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, to institute on its own motion or recommend any proceeding (formal or informal) to set for hearing the question of the Licensee's basic qualifications to be a Commission licensee or to hold Commission licenses or authorizations.<sup>9</sup>

12. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Licensee with the Communications Laws or from adjudicating complaints or other adjudicatory pleadings filed by third parties against the Licensee 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, the Licensee acknowledges that the Commission retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeiture, for any apparent willful and/or repeated violation by the Licensee 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.

13. **Voluntary Contribution.** The Licensee agrees to make a voluntary contribution to the United States Treasury in the amount of Six Thousand (\$6,000) 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.<sup>10</sup> **The Licensee shall send electronic notification of payment to [VideoCompliance@fcc.gov](mailto:VideoCompliance@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),<sup>11</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 the Licensee 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](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 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).<sup>12</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 Registration System (CORES) at <https://apps.fcc.gov/core/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

<sup>9</sup> See 47 CFR § 1.93(b).

<sup>10</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>11</sup> Payments made using CORES do not require the submission of an FCC Form 159.

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

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.

14. **Event of Default.** The Parties agree that an “Event of Default” shall occur upon the failure by the Licensee to pay the full amount of the voluntary contribution on or before the due date specified in paragraph 13. 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 the Licensee.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, the Licensee agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a Compliance Plan designed to ensure future compliance with the OPIF Rule, including but not limited to the Issues/Programs Lists Rule, and with the terms and conditions of this Consent Decree. The Compliance Plan shall solely apply to the Station. The Compliance Plan shall contain, at a minimum, the following elements:

- (a) **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Licensee 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 below. 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 the Licensee’s President (or equivalent senior officer/owner) on a regular basis, and shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensee complies with the terms and conditions of the Compliance Plan and this Consent Decree. The Compliance Officer shall have specific knowledge of the OPIF Rule, including but not limited to the Issues/Programs Lists Rule, and the terms and conditions of the 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). A copy of the notification shall also be placed in the Station’s OPIF in the folder entitled “FCC Investigations or Complaints” which is located under the “More Public Inspection Files” tab. The Bureau must be notified in the manner discussed above of any change in the person serving as

Compliance Officer and the Station's OPIF must be updated within to reflect the change within five (5) business days.

- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Officer shall distribute a Compliance Manual that they have personally prepared, or one that has been prepared by the Licensee'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 OPIF Rule, including but not limited to the Issues/Programs Lists Rule;
  - ii. establish Operating Procedures that Covered Employees must follow to help ensure the Licensee's compliance with the OPIF Rule, including but not limited to the Issues/Programs Lists Rule and the terms of this Consent Decree. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that the Station uploads all required information to its OPIF in a timely manner, that Covered Employees promptly report to the Compliance Officer failures to comply with the OPIF Rule, and that the Licensee otherwise maintains full, complete, and up to date information in the Station's OPIF; and
  - iii. be reviewed and revised by the Compliance Officer, or Licensee's 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.
- (c) **Compliance Training Program.** The Licensee shall conduct formal compliance training on the OPIF Rule to all Covered Employees. Such training will be provided to all Covered Employees no later than sixty (60) 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 Covered Employee within ten (10) business days after commencing employment or becoming a Covered Employee. The compliance training program shall include, but not be limited to, instruction relating to the provisions of the OPIF 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 Licensee's legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to ensure that it remains current, complete, and effective.
- (d) **Reporting Noncompliance.** The Licensee shall report any instance of noncompliance with the OPIF 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 the Licensee 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 the Licensee 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). A copy shall also be placed in the Station's OPIF in the folder entitled "FCC Investigations or Complaints" which is located under the "More Public



Inspection Files” tab in the Station’s OPIF.<sup>13</sup>

16. **Termination Date.** The obligations to which the Licensee is subject pursuant to this Consent Decree shall terminate two years after the Effective Date provided the Bureau is satisfied that the Licensee has demonstrated substantial compliance with its obligations. The Bureau may deem the Licensee has failed to demonstrate substantial compliance with its obligations if the Station fails to upload in a timely manner to its OPIF three or more documents during the term of this Consent Decree. In such an instance, the Bureau may, within its sole discretion and authority and upon written notice to the Licensee, extend the term of this Consent Decree for up to an additional two years.

17. **Placement of Consent Decree in OPIF.** Within thirty (30) days of the Effective Date, the Licensee shall place in the Station’s OPIF a copy of this Consent Decree in the folder entitled “FCC Investigations or Complaints” which is located under the “More Public Inspection Files” tab in the Station’s OPIF.<sup>14</sup> The Consent Decree shall be retained in the Station’s OPIF until the date specified in paragraph 16.<sup>15</sup>

18. **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.

19. **Waivers.** As of the Effective Date, the Licensee 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. The Licensee shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, neither the Licensee nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Licensee shall waive any statutory right to a trial *de novo*. The Licensee hereby agrees to waive any claims it may have under the Equal Access to Justice Act<sup>16</sup> relating to the matters addressed in this Consent Decree.

20. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

21. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

22. **Subsequent Rule or Order.** The Parties agree that if any provision of 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.

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<sup>13</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>14</sup> See *supra* note 14 (OPIF log-in instructions).

<sup>15</sup> See 47 CFR § 73.3527(e)(11) (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”).

<sup>16</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

23. **Successors and Assigns.** The Licensee agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees unless otherwise agreed to by the Commission or Bureau.

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

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

26. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

27. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

28. **Counterparts.** This Consent Decree may be signed in 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:

\_\_\_\_\_  
Barbara A. Kreisman  
Chief, Video Division  
Media Bureau

\_\_\_\_\_  
Date

#### **Window to the World Communications, Inc.**

By:

\_\_\_\_\_  
Sandra Cordova Micek  
President and CEO

\_\_\_\_\_  
Date