

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

In the Matter of	)	
	)	
Cunningham Broadcasting Corporation ¹	)	FRNs: 0014740716 et al. ²
	)	Facility ID Nos. 40761 et al. ³
	)	LMS File Nos. 0000142612 et al. ⁴
	)	
	)	<i>Cunningham Broadcasting Corp., et al.,</i>
	)	Forfeiture Order, FCC 24-88 (2024) ⁵

ORDER

Adopted: August 15, 2025

Released: August 15, 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 the licensee subsidiaries of Cunningham Broadcasting Corporation (Cunningham),⁶ licensees of the full power broadcast television stations listed in the Appendix (Stations). In particular, the Consent Decree terminates the investigation and resolves the *NAL* and *Forfeiture Order* involving Cunningham'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 programming.⁷ We find that through adoption of this Consent Decree, grant of the above-captioned applications for renewal of license (Renewal Applications) is in the public interest.

2. The Bureau and Cunningham have negotiated the terms of the attached Consent Decree in which Cunningham agrees, among other things, to implement a compliance plan to ensure future compliance with sections 73.670(a) of the Rules.⁸ After reviewing the terms of the Consent Decree, the Bureau finds that the public interest will be served by its approval, by terminating the investigation and

¹ All stations and licensees listed in the Appendix are subject to this Consent Decree. The licensees listed in the Appendix are all subsidiaries of Cunningham Broadcasting Corporation.

² All FRNs are listed in the Appendix.

³ All facility ID numbers are listed in the Appendix.

⁴ All application file numbers are listed in the Appendix.

⁵ The stations listed in the Appendix were subject to the above-captioned forfeiture proceeding. The Commission also found that multiple other stations not licensed to the above-captioned licensees violated 47 CFR § 73.670(a). See *Cunningham Broadcasting Corp., et al.*, Forfeiture Order, 39 FCC Rcd 9834 (2024); *Cunningham Broadcasting Corp., et al.*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11042 (2022). Those third-party stations are not subject to any of the actions that we take herein and will be addressed by separate action by the Media Bureau. See Adopting Order at n.5; *infra* note 15; see also *Sinclair Broadcast Group, LLC, Applications for Renewal of License and Pending Matters*, Order and Consent Decree, DA 25-560 (MB & EB, rel. June 27, 2025) (terminating various investigations and resolving the *NAL* and *Forfeiture Order* with regards to Sinclair licensed stations).

⁶ See *supra* note 1.

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

⁸ 47 CFR §§ 73.670(a).

resolving the *NAL* and *Forfeiture Order* as applied to the Stations and described in paragraph 1,⁹ and by granting the Renewal Applications.¹⁰ The 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 is warranted pursuant to section 309(k)(1) of the Communications Act of 1934, as amended.¹¹ We also find that nothing in the record creates a substantial and material question of fact as to whether Cunningham possess 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,¹² and by the authority delegated by sections 0.61, 0.204, 0.283, and 1.93(b) of the Commission's rules,¹³ 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 full power television stations listed in the Appendix, **ARE RESOLVED** in accordance with the terms of the attached Consent Decree.

5. **IT IS FURTHER ORDERED** that, pursuant to section 309(k)(1) of the Communications Act of 1934, as amended,¹⁴ the applications for renewal of license for full power television stations listed in the Appendix **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 Cunningham Broadcasting Corporation, 2000 W 41st Street, Baltimore, MD 21211 and by e-mail to Michael Anderson at manderson@cunninghambroadcasting.com. A copy shall also be sent to counsel for Cunningham at Scott R. Flick, Esq., 1200 Seventeenth Street, NW, Washington D.C. 20036 and by e-mail to scott.flick@pillsburylaw.com.

FEDERAL COMMUNICATIONS COMMISSION

Erin Boone
Acting Chief
Media Bureau

⁹ See also Consent Decree at paras. 4-5.

¹⁰ 47 CFR §§ 73.670(a).

¹¹ 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).

¹² 47 U.S.C. § 154(i).

¹³ 47 CFR §§ 0.61, 0.204, 0.283 and 1.93(b).

¹⁴ 47 U.S.C. § 309(k)(1).

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CONSENT DECREE

1. The Media Bureau (hereafter Bureau, as defined below) of the Federal Communications Commission (hereafter Commission, as defined below) and the Licensees (as defined below), by their authorized representatives, hereby enter into this Consent Decree for the purpose of resolving issues arising from the Investigation (as defined below) and the Bureau's review of the pending Renewal Applications (as defined below) involving the full power television stations listed in the Appendix (hereafter Stations, as defined below). In particular, the Consent Decree resolves the *NAL* and *Forfeiture Order* (both as defined below) involving the Stations and the Licensees' compliance with section 73.670(a) 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).⁶

2. To resolve these matters, the Licensees agree to implement a comprehensive Compliance Plan to ensure their future compliance with section 73.670(a) of the Rules.⁷ In exchange, the Bureau agrees to terminate the Investigation, resolve the *NAL* and *Forfeiture Order* in accordance with the terms herein, and grant the Renewal Applications in accordance with the terms of this Consent Decree.

¹ All stations and licensees listed in the Appendix are subject to this Consent Decree. The licensees listed in the Appendix are all subsidiaries of Cunningham Broadcasting Corporation.

² All FRNs are listed in the Appendix.

³ All facility ID numbers are listed in the Appendix.

⁴ All application file numbers are listed in the Appendix.

⁵ The stations listed in the Appendix were subject to the above-captioned forfeiture proceeding. The Commission also found that multiple other stations not licensed to the licensees listed in the Appendix violated 47 CFR § 73.670(a). See *Cunningham Broadcasting Corp., et al.*, Forfeiture Order, 39 FCC Rcd 9834 (2024); *Cunningham Broadcasting Corp., et al.*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11042 (2022). Those third-party stations are not subject to any of the actions that we take herein and will be addressed by separate action by the Media Bureau. See Adopting Order at n.5; *infra* note 16; see also *Sinclair Broadcast Group, LLC, Applications for Renewal of License and Pending Matters*, Order and Consent Decree, DA 25-560 (MB & EB, rel. June 27, 2025) (terminating various investigations and resolving the *NAL* and *Forfeiture Order* with regards to Sinclair licensed stations).

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

⁷ 47 CFR § 73.670(a).

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 records placed in a station’s OPIF, as required by 47 CFR § 73.3526(e)(11)(ii), sufficient to permit substantiation of the station’s certification in its license renewal application of compliance with 47 CFR § 73.670.
 - (f) “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.
 - (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 Commission to which the Licensees are subject by virtue of their being a Commission licensee or the parent company of a licensee, including but not limited to 47 CFR § 73.670(a).
 - (j) “Complaint” means any communication that the Licensees receive, whether written or oral, resulting from a person or entity contacting either the Commission, the Licensees, or the Stations concerning issues related to a Station’s compliance with 47 CFR § 73.670(a).
 - (k) “Compliance Officer” means a responsible party employed by the Licensees to be responsible for developing, implementing, and administering the Compliance Plan and ensuring that the Licensees comply with the terms and conditions of the Compliance Plan and this Consent Decree, as described in paragraph 15.
 - (l) “Compliance Plan” means the compliance obligations, program, and procedures adopted in an effort to ensure compliance with 47 CFR § 73.670(a) and as described in this Consent Decree at paragraph 16.
 - (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, each of which is a “Covered Employee.”
 - (n) “Division” means the Video Division of the Media Bureau of the Commission.
 - (o) “Effective Date” means the date on which the Bureau releases the Adopting Order.
 - (p) “Forfeiture Order” means *Cunningham Broadcasting Corp., et al.*, Forfeiture Order, 39 FCC Rcd 9834 (2024) (FCC 24-88).

- (q) “Investigation” means the examination of the Licensees’ compliance with 47 CFR § 73.670(a).
- (r) “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).
- (s) “Licensees” means Tri-Cities (WEMT-TV) Licensee, Inc.; Anderson (WFBC-TV), Licensee, Inc.; Portland (WPFO-TV) Licensee, Inc.; Columbus (WTTE-TV) Licensee, Inc.; New Bern (WYDO-TV) Licensee, Inc.; and Greenville (KTXD-TV) Licensee, Inc., the licensees of the Stations listed in the Appendix, as well as their parent(s), affiliates, subsidiaries, assigns, transferees, predecessors-in-interest, and successors-in-interest, each of which is a “Licensee.”
- (t) “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.
- (u) “NAL” means *Cunningham Broadcasting Corp., et al.*, Notice of Apparent Liability for Forfeiture, 37 FCC Rcd 11042 (2022) (FCC 22-70).
- (v) “OPIF” means a commercial broadcast television station’s online public inspection file as defined by 47 CFR § 73.3526.
- (w) “Parties” means the Licensees and the Bureau, each of which is a “Party.”
- (x) “Point of Contact” means a management or supervisory level employee of the Stations to be responsible for Complaints and coordinating with the Compliance Officer in order to ensure compliance with the terms of this Consent Decree.
- (y) “Renewal Applications” means the applications for renewal of license, as amended, listed in the Appendix.
- (z) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (aa) “Sinclair” means Sinclair Broadcast Group, LLC.
- (bb) “Stations” means the full power broadcast television stations listed in the Appendix each of which is a “Station.”

II. BACKGROUND

4. *Team Hot Wheels Children’s Programming Commercial Limits Matter.* 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.⁸ 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).⁹ 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

⁸ Pub. L. No. 101-437, 104 Stat. 996-1000, *codified at* 47 U.S.C. §§ 303a, 303b, and 394.

⁹ *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).

Commercial Limits Certification.¹⁰ 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."¹¹

5. Between November 10, 2018 and December 16, 2018, a commercial for the "Hot Wheels Super Ultimate Garage" toy was inadvertently aired by the Stations on eleven occasions during eight 30-minute-long episodes of the program titled *Team Hot Wheels*.¹² The program and commercial were distributed by Sinclair under a programming block entitled "KidsClick."¹³ The commercial was pulled from airing during *Team Hot Wheels* immediately after discovery.¹⁴ The Commission subsequently released the *NAL* finding that the Stations were apparently liable for forfeiture in the amount of \$140,000 in total, constituting an apparent willful and repeated violation of the Commercial Limits Rule.¹⁵ On September 6, 2024, the Commission issued the *Forfeiture Order* affirming the conclusions in the *NAL*.¹⁶ On October 7, 2024, the Licensees 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.

6. **Conclusion.** The Bureau and the Licensees have negotiated the terms of this Consent Decree, subject to specific terms and conditions set forth herein, by which the Bureau will resolve the *NAL* and *Forfeiture Order* and grant the Renewal Applications. In consideration, the Licensees agree to implement and maintain a Compliance Plan designed to ensure its future compliance with the Commercial Limits Rule.

III. TERMS OF AGREEMENT

7. **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.

8. **Jurisdiction.** The Licensees agree that the Bureau has jurisdiction over them and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

9. **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.

¹⁰ 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).

¹¹ See FCC Form 2100, Schedule 303-S, <https://www.fcc.gov/sites/default/files/form303stvinstructions.pdf>.

¹² See *NAL*, 37 FCC Rcd at 11052, para. 19; *Forfeiture Order*, 39 FCC Rcd at 9837-8, para. 3.

¹³ The "KidsClick" program block contained animated and short form programming targeted at child viewers, including programming that met the definition of "Children's Programming" under 47 CFR § 73.670. Sinclair stopped distributing the KidsClick program block as of March 31, 2019.

¹⁴ See *NAL*, 37 FCC Rcd at 11052, para. 19; *Forfeiture Order*, 39 FCC Rcd at 9837-8, para. 3.

¹⁵ The *NAL* found each Licensee apparently liable in the amount of \$20,000 except for Tri-Cities (WEMT-TV) Licensee, Inc., which the Commission found was apparently liable in the amount of \$40,000 because WEMT, Greenville, TN aired the Commercial Matter at issue on two of its broadcast streams. See *NAL*, 37 FCC Rcd at 11047, n.28 *aff'd Forfeiture Order*, 39 FCC Rcd at 9841, n.42.

¹⁶ The *NAL* and *Forfeiture Order* also found that multiple non-Licensee stations violated the Commercial Limits Rule. See *NAL*, 37 FCC Rcd at 11061-8, App. A; *Forfeiture Order*, 39 FCC Rcd at 9860-7, App. A. As stated in the Adopting Order, only the Stations are subject to the actions that we undertake herein. The Bureau will address all other stations subject to the forfeiture proceeding by separate action. Adopting Order at n.5; see *supra* note 5.

10. **Violations.** The Parties agree that any violation of the Adopting Order or the terms of this Consent Decree, in whole or in part, by the Licensees 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.

11. **Admission of Facts.** The Licensees admit for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 12 herein, that paragraphs 4 through 5 are a true and accurate description of the facts underlying the *NAL*, *Forfeiture Order*, and Investigation. By entering into this Consent Decree, the Licensees make no admission of liability of any Communications Law, and the Bureau makes no finding of any liability or violation.

12. **Termination of Investigation and Resolution of *NAL* and *Forfeiture Order*.** 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, resolve the *NAL* and *Forfeiture Order*, and to take the actions specified in paragraph 14. In consideration for the termination of the Investigation and resolution of the *NAL* and *Forfeiture Order*, the Licensees agree to the terms, conditions, and procedures contained herein, including the actions specified in paragraphs 15, 16, 18, and 19 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 Investigation through the Effective Date, or the *NAL* and *Forfeiture Order*, 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 or recommend any such action by the Commission against the Licensees concerning the matters that were the subject of the Investigation or *NAL* and *Forfeiture Order*, or in assessing the issuance or size of sanctions or forfeitures proposed against the Licensees 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 Investigation through the Effective Date, or *NAL* and *Forfeiture Order*, or the existence of this Consent Decree, to institute on its own motion any proceeding (formal or informal), or to set for hearing the question of the Licensees' basic qualifications to be Commission licensees or to hold Commission licenses or authorizations.¹⁷

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

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

15. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, the Licensees 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 paragraph 16. 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 Licensees' Chief Executive 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 compliance with the terms and conditions of this

¹⁷ See 47 CFR § 1.93(b).

Consent Decree. The Compliance Officer shall have specific knowledge of the Communications Laws and 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 by e-mail at VideoCompliance@fcc.gov within thirty (30) calendar days after the Effective Date. The Bureau must be notified in the manner discussed above of any change in the person serving as Compliance Officer within five (5) business days.

16. **Compliance Plan.** For purposes of settling the matters set forth herein, the Licensees agree that they shall develop and implement a Compliance Plan designed to ensure future compliance with the Commercial Limits 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, the Licensees 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 Licensees’ 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 Covered Employees must follow to help ensure the Stations’ compliance with the Commercial Limits Rule. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that each Station monitors the Children’s Programming it broadcasts, addresses problems, reports issues to the Compliance Officer, and addresses consumer Complaints in a timely manner; and
 - iii. be reviewed and revised by the Compliance Officer, or Licensees’ 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.** The Licensees will conduct formal compliance training on the Commercial Limits Rule for all 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 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 Commercial Limits 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 Licensees’ 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, the Licensees shall establish and maintain a Point of Contact to investigate and respond to any Complaint alleging noncompliance with the Commercial Limits Rule at the Stations in coordination with the Compliance Officer. The Licensees shall maintain on each 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 listed Point of Contact must be made within five (5) business days of the change.

- (d) **Reporting Noncompliance.** The Licensees 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 the relevant 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 such noncompliance shall be submitted by e-mail to VideoCompliance@fcc.gov. The Licensees must also disclose with any Commercial Limits Certification a copy of any such report.

17. **Termination Date.** The obligations to which the Licensees are subject pursuant to this Consent Decree shall terminate two (2) years after the Effective Date.

18. **Placement of Documents in OPIF.** Within thirty (30) days of the Effective Date, the Licensees shall place in each Station's OPIF a copy of this Consent Decree in the folder entitled "FCC Investigations or Complaints." The Consent Decree shall be retained in each Station's OPIF until the date specified in paragraph 17.¹⁸

19. **Withdrawal as a Party to the Joint Petition for Reconsideration.** The Licensees agree 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 within 10 business days following finality, as defined by 47 CFR § 1.102, of the Adopting Order and the grants of the Renewal Applications. 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 to the attention of the Chief of the Media Bureau. 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.

20. **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.

21. **Further Violation(s).** The Licensees acknowledge that the Bureau retains the discretion and authority to propose sanctions against the Licensees, 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. The Licensees understand that they are fully responsible for the programming that

¹⁸ 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.").

they transmit over the Stations, even if such programming is provided by a network or third party. Reliance on a program's source or producer for compliance with the Commission's rules and policies, except where otherwise permitted or required, does not relieve a licensee from its obligations, and noncompliance can independently subject the Licensees to enforcement action.

22. **Waivers.** As of the Effective Date, the Licensees waive any and all rights they 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 Licensees 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 the Licensees nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and the Licensees shall waive any statutory right to a trial *de novo* relating thereto. The Licensees hereby agree to waive any claims they may have under the Equal Access to Justice Act¹⁹ relating to the matters addressed in this Consent Decree.

23. **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.

24. **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.

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

26. **Successors and Assigns.** The Licensees agree that the provisions of this Consent Decree shall be binding on successors, assigns, and transferees of the Stations, as applicable, unless otherwise agreed to by the Commission.

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

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

29. **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.

30. **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.

31. **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.

¹⁹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

Federal Communications Commission

By:

Erin Boone
Acting Chief
Media Bureau

Date

Tri-Cities (WEMT-TV) Licensee, Inc.; Anderson (WFBC-TV), Licensee, Inc.; Portland (WPFO-TV) Licensee, Inc.; Columbus (WTTE-TV) Licensee, Inc.; New Bern (WYDO-TV) Licensee, Inc.; and Greenville (KTXD-TV) Licensee, Inc.

By:

Michael Anderson
President

Date

APPENDIX

Call Sign	Facility ID	Community	Licensee	FRN	LMS File No.
WEMT	40761	Greenville, TN	Tri-Cities (WEMT-TV) Licensee, Inc.	0014740716	0000142612
WMYA	56548	Anderson, SC	Anderson (WFBC-TV), Licensee, Inc.	0009336348	0000119946
WPFO	84088	Waterville, ME	Portland (WPFO-TV) Licensee, Inc.	0026729665	0000204721
WTTE	74137	Columbus, OH	Columbus (WTTE-TV) Licensee, Inc.	0003778925	0000148208
WYDO	35582	Greenville, NC	New Bern (WYDO-TV) Licensee, Inc.	0027174721	0000119938
KTXD-TV	42359	Greenville, TX	Greenville (KTXD-TV) Licensee, Inc.	0000034280	000018852