

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

In re Application of
)
)
HSH Lancaster (WLYH) Licensee, LLC) Acct. No. 202641420002
) FRN: 0024403065
For Renewal of License of Full Service TV Station) Facility ID No. 23338
WXBU, Lancaster, Pennsylvania) LMS File No. 0000212902

ORDER

Adopted: May 21, 2026

Released: May 21, 2026

By the Chief, Video Division, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Video Division, Media Bureau (Bureau) and HSH Lancaster (WLYH) Licensee, LLC (Licensee), licensee of full service television station WXBU, Lancaster, Pennsylvania (WXBU or Station). The Consent Decree resolves issues arising from the staff’s review of the Station’s pending license renewal application.1 In particular, the Consent Decree resolves the Bureau’s investigation relating to the Licensee’s compliance with (1) section 1.17(a)(2) which requires applicants to provide complete and accurate information to the Commission and (2) section 73.3526(e)(11)of the Commission’s rules (Rules), which require full service television stations maintain an online public inspection file (OPIF) and place TV issues/programs lists, records concerning commercial limits during children’s programming, and children’s television programming reports into that file at required intervals.2 We find that through adoption of the Consent Decree, grant of the Station’s Renewal Application is in the public interest.

2. The Bureau and the Licensee have negotiated the attached Consent Decree in which the Licensee agrees, among other things, to make a voluntary contribution to the United States Treasury in the amount of Forty-One Thousand Dollars (\$41,000). After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating the investigation described in paragraph 1 above.3 We also find that the Station has served the public interest, convenience, and necessity during the subject license term and that grant of the Renewal Application is warranted pursuant to section 309(k)(1) of the Communications Act of 1934, as amended.4 We find that nothing in the record creates a substantial and material question of fact as to whether the Licensee possess the basic qualifications to hold Commission authorizations or remain a Commission licensee.

3. ACCORDINGLY, IT IS ORDERED that, pursuant to section 4(i) of the Communications Act of 1934, as amended,5 and by the authority delegated by sections 0.61, 0.204, 0.283,

1 Application of HSH Lancaster (WLYH) Licensee, LLC for Renewal of License, LMS File No. 0000212902 (filed Mar. 23, 2023) (Renewal Application).

2 47 CFR §§ 73.3526(e)(11)(i), (ii) & (iii).

3 See infra Consent Decree at para. 8.

4 47 U.S.C. § 309(k)(1). That section, which governs the Commission’s evaluation of an application for license renewal, 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. Id.

5 47 U.S.C. § 154(i).

and 1.93(b) of the Commission's rules,⁶ the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification, and incorporated by reference.

4. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters discussed above **IS TERMINATED** 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,⁷ the application for renewal of license of full service television station HSH Lancaster (WLYH) Licensee, LLC, Lancaster, Pennsylvania (LMS File No. 0000212902), **IS GRANTED** and conditioned in accordance with paragraph 16 of the 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 Armstrong Williams, HSH Lancaster (WLYH) Licensee, LLC, 201 Massachusetts Avenue NE Suite C-3, Washington, DC 20002, and by e-mail to aw@hsh.media. A copy shall also be sent in the same manner to the Licensee's counsel, Colby M May, Esq., PO Box 15473, Washington, DC 20003, and by e-mail to cmmay@maylawoffices.com.

FEDERAL COMMUNICATIONS COMMISSION

David J. Brown
Chief, Video Division
Media Bureau

⁶ 47 CFR §§ 0.61, 0.204, 0.283, & 1.93(b).

⁷ 47 U.S.C. § 309(k)(1).

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

In re Application of)	
)	
HSH Lancaster (WLYH) Licensee, LLC)	Acct. No. 202641420002
)	FRN: 0024403065
For Renewal of License of full service TV Station)	Facility ID No. 23338
WXBU, Lancaster, Pennsylvania)	LMS File No. 0000212902

CONSENT DECREE

1. The Video Division, Media Bureau (Bureau, as defined below) of the Federal Communications Commission (Commission, as defined below) and HSH Lancaster (WLYH) Licensee, LLC (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 1.17(a)(2) of the Commission’s rules (Rules, as defined below) relating to the certification it made in the above captioned license renewal application and section 73.3526(e)(11) of the Commission’s rules, relating to its untimely filing of documents to the above captioned station’s online public inspection file.¹ To resolve these matters, the Licensee agrees to make a voluntary contribution to the United States Treasury in the amount of Forty-One Thousand Dollars (\$41,000). The Bureau agrees to terminate its Investigation and grant the Station’s pending Renewal Application in accordance with the terms of this Consent Decree.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
 - (b) Accurate Statements Rule means the requirement to provide complete and accurate information to the Commission as required by 47 CFR § 1.17(a)(2).
 - (c) “Adopting Order” means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (d) “Bureau” means the Media Bureau of the Federal Communications Commission, which includes the Video Division.
 - (e) “Children’s Television Programming Report” means the copy of FCC Form 2100 Schedule H automatically linked to a station’s OPIF, as required by 47 CFR § 73.3526(e)(11)(iii), identifying a licensee’s efforts to satisfy the educational and informational needs of children, as required by 47 U.S.C. § 303b.
 - (f) “Commercial Limits Certification” means the records the television licensee places in its station’s OPIF, as required by 47 CFR § 73.3526(e)(11)(ii), to substantiate its compliance with the commercial limits on children’s programming established in 47 U.S.C. § 303a and 47 CFR § 73.670.
 - (g) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.
 - (h) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which the Licensee is

¹ 47 CFR §§ 73.3526(e)(11)(i), (ii) &(iii).

subject by virtue of it being a Commission licensee, including but not limited to 47 CFR §§ 73.3526(e)(11)(i)-(iii).

- (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 examination of the Licensee’s compliance with 47 CFR §§ 73.3526(e)(11)(i), (ii), &(iii).
- (l) “Licensee” means HSH Lancaster (WLYH) Licensee, LLC, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (m) “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.
- (n) “OPIF” means the Station’s online public inspection file, as described by 47 CFR § 73.3526.
- (o) “Parties” means the Licensee and the Bureau, each of which is a “Party.”
- (p) “Renewal Application” means the application of HSH Lancaster (WLYH) Licensee, LLC, for renewal of the television broadcast license for full service TV station WXBU, Lancaster, Pennsylvania (Facility ID 23338), LMS File No. 0000212902 (filed March 23, 2023).
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (r) “Station” means full service TV station WXBU, Lancaster, Pennsylvania (Facility ID 23338).
- (s) “TV Issues/Programs Lists” means the list required to be placed in every full service television licensee’s station’s OPIF, on a quarterly basis, that provides the station’s most significant treatment of community issues during the preceding three month period, as required by Section 73.3526(e)(11)(i) of the Rules.

II. BACKGROUND

3. On March 23, 2023, the Licensee filed the Renewal Application. In the Renewal Application, the Licensee responded “Yes” to the statement that “the documentation, required by 47 CFR Section 73.3526 . . . has been uploaded to the station’s public inspection file when required.”² However, an initial review by Division staff of the Station’s OPIF identified several filings were late and missing. Upon discovering these missing and late filings, the Division commenced the Investigation and suspended processing the Renewal Application. On February 9, 2026, the Licensee amended the Renewal Application, changing the aforementioned response to “No” and disclosing its late OPIF filings. The Station’s OPIF is now up-to-date.

4. *Accurate Statements.* Section 1.17(a)(2) of the Rules provides that no person may provide, in any written statement of fact, “material factual information that is incorrect or omit material information that is necessary to prevent any material factual statement that is made from being incorrect or misleading without a reasonable basis for believing that any such material factual statement is correct and not misleading.”³ Review of the Renewal Application by Division staff confirmed that the Licensee

² Renewal Application, DTV/Class A Certification – Online Public Inspection File.

³ 47 CFR § 1.17(a)(2).

did not respond accurately to the certification regarding the timely filing of documentation to the Station's OPIF or disclose its late filings until requested to do so by Division staff.⁴

5. *TV Issues/Programs Lists.* Section 73.3526(e)(11)(i) of the Rules requires every full service television licensee to place in its station's OPIF, on a quarterly basis, a TV Issues/Programs list that details programs that have provided the station's most significant treatment of community issues during the preceding three month period.⁵ Such list 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.⁶ TV 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.⁷ Upon review of the Station's OPIF, Division staff identified 12 TV Issues/Programs lists that were either missing or uploaded late.⁸

6. *Commercial Limits Certifications.* Section 73.3526(e)(11)(ii) of the Rules requires every television licensee to place in its station's OPIF "records sufficient to permit substantiation of the station's certification, in its license renewal application, of compliance with the commercial limits on children's programming established in 47 U.S.C. 303a and § 73.670."⁹ The Commission has permitted broadcasters to comply with this requirement by placing a written certification of compliance with section 303a of the Act and section 73.670 of the Rules into a station's OPIF. In particular, section 303a(b) requires that "each commercial television broadcast licensee shall limit the duration of advertising in children's television programming to not more than 10.5 minutes per hour on weekends and not more than 12 minutes per hour on weekdays."¹⁰ Section 73.670 of the Rules codifies those limits and also limits the "display of Internet Web site addresses during program material or promotional material not counted as commercial time."¹¹ Copies of a station's Commercial Limits Certification must be retained until final action on the station's next license renewal application.¹² Through the fourth quarter of 2019, Commercial Limits Certifications were required to be placed in a station's OPIF by the tenth day of the succeeding calendar quarter.¹³ As of January 21, 2020, Commercial Limits Certifications were required to be filed on an annual rather than quarterly basis, within 30 days after the end of the calendar year.¹⁴

⁴ The Bureau finds there was no intent on the part of the Licensee to mislead or deceive the Commission and its failures were a result of an administrative oversight. The Licensee is reminded that administrative oversight is not an excuse for failure to comply with Commission rules.

⁵ 47 CFR § 73.3526(e)(11)(i).

⁶ *Id.*

⁷ *Id.*

⁸ The Station's late TV Issues/Programs lists consisted of one that was filed under one month late, five that were filed between one month and one year late, and six that were filed over one year late.

⁹ 47 CFR § 73.3526(e)(11)(ii).

¹⁰ 47 U.S.C. § 303a(b).

¹¹ 47 CFR §§ 73.670(b), (c) & (d).

¹² 47 CFR § 73.3526(e)(11)(ii).

¹³ *Children's Television Programming Rules; Modernization of Media Regulation Initiative*, MB Docket Nos. 18-202 and 17-105, Report and Order and Further Notice of Proposed Rulemaking, 34 FCC Rcd 5822 (2019) (*Report and Order*). *Media Bureau Announces Effective Date of Remaining KidVid Rules, Availability and Extension of Time to File the Revised Children's Television Programming Report in LMS, and Guidance Concerning the Filing of Final Quarterly Commercial Limits Certifications*, MB Docket Nos. 18-202 and 17-105, Public Notice, 34 FCC Rcd 12517 (MB 2019) (*KidVid Rules Transition PN*); Federal Communications Commission, *Children's Television Programming Rules*, 84 Fed. Reg. 70037 (Dec. 20, 2019).

¹⁴ 47 CFR § 73.3526(e)(11)(ii); *Report and Order*, 34 FCC Rcd at 5859, para. 70; *KidVid Rules Transition PN*, 34 FCC Rcd at 12518, n.8.

Upon review of the Station's OPIF, Division staff identified 14 Commercial Limits Certifications that were either missing or uploaded late.¹⁵

7. *Children's Television Programming Reports.* Section 73.3526(e)(11)(iii) of the Rules requires every full service television licensee to place in its OPIF a Children's Television Programming Report that details "the licensee's educational and informational programming efforts, including programs aired by the station that are specifically designed to serve the educational and informational needs of children" during the preceding period.¹⁶ Copies must be retained until final action on the station's next license renewal application.¹⁷ A station's Children's Television Programming Report must include the time and date the programs were regularly scheduled, duration and title for each program, and the total hours of core programming broadcast over the period.¹⁸ Copies of a station's Children's Television Programming Report must be retained until final action on the station's next license renewal application.¹⁹ Through third quarter 2019, Children's Television Programming Reports were required to be placed in the station's OPIF by the tenth day of the succeeding calendar quarter.²⁰ Starting with fourth quarter 2020, children's television programming reports were required to be filed on an annual, rather than quarterly basis, within 30 days after the end of the calendar year.²¹ Upon review of the Station's OPIF, Division staff identified 11 Children's Television Programming Reports that were either missing or filed late.²²

8. The Bureau and the Licensee have negotiated the terms of the Consent Decree, subject to specific terms and conditions, by which the Bureau will terminate the Investigation and grant the Renewal Application. In consideration, the Licensee has agreed to make a voluntary contribution in the amount of Forty-One Thousand Dollars (\$41,000) to the United States Treasury.

III. 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.** 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.

¹⁵ The Station's late Commercial Limits Certifications consisted of six that were filed between one month and one year late, and eight that were filed over one year late. These totals were comprised of 12 quarterly filings and two annual filings. See *supra* notes 13-14 (discussing the change in Commercial Limits Certifications from a quarterly to annual filing).

¹⁶ 47 CFR § 73.3526(e)(11)(iii).

¹⁷ *Id.*

¹⁸ See FCC Form 2100, Schedule H, Children's Television Programming Report, <https://transition.fcc.gov/Forms/Form2100/2100H-screens.pdf>; see also 47 CFR § 73.671 (educational and informational programming for children).

¹⁹ 47 CFR § 73.3526(e)(11)(iii).

²⁰ *Media Bureau Announces That After December 17, 2019, Television Broadcasters Will No Longer Be Able to Amend Existing or File New Quarterly Children's Television Programming Report*, MB Docket Nos. 17-105 and 18-202, Public Notice, 34 FCC Rcd 10491 (2019).

²¹ 47 CFR § 73.3526(e)(11)(iii); *Report and Order*, 34 FCC Rcd at 5863, para. 61; *KidVid Rules Transition PN*, 34 FCC Rcd at 12517-18. The first annual report was to cover the period from September 16, 2019 through December 31, 2019, and included an extended filing deadline. *KidVid Rules Transition PN*, 34 FCC Rcd at 12518, n.6.

²² The Station's late filed Children's Television Programming Reports consisted of four that were filed less than one month late, five that were filed between one month and one year late, and two that were filed over one year late. These totals were comprised of eight quarterly filings and three annual filings. See *supra* notes 20-21 (discussing the change in Children's Television Programming Reports from quarterly to annual filing).

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 Parties agree that 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, or its delegated authority to exercise any rights and remedies attendant to the enforcement of a Commission order.

13. **Admission of Facts.** The Licensee admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 14 herein, that paragraphs 3 through 7 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 or violation of any Communications Law, and the Bureau makes 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 Investigation and to take the actions specified in paragraph 18. 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 16 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 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 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 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.²³

15. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by the Licensee with the Rules or Act 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 violations will be based solely on the record developed in subsequent proceedings.

16. **Voluntary Contribution.** The Licensee agrees to make a "Voluntary Contribution" to the United States Treasury in the amount of Forty-One Thousand Dollars (\$41,000) within fifteen (15) 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 1996.²⁴ **The Licensee shall send electronic notification of payment to 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),²⁵ 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

²³ See 47 CFR § 1.93(b).

²⁴ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁵ Payments made using CORES do not require the submission of an FCC Form 159.

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 on the same 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).²⁶ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the Consent Decree. The bill number is the Acct. No. (e.g., Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678) captioned above. After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/cores/paymentFrnLogin.do>. To pay by ACH, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the Consent Decree. The bill number is the Acct. No. (e.g., Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678) captioned above. Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

17. **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 16. 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.

18. **Grant of Renewal Application.** In the Adopting Order, the Bureau has determined that grant of the Renewal Application 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 Application for a full eight year term

²⁶ Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

from the Station's prior license expiration date. The Renewal Application will be granted within two days following the Effective Date. Grant of the Renewal Application will be conditioned on compliance with the terms set forth in paragraph 16.

19. **Placement of Consent Decree in OPIF.** Within fifteen (15) days after the Effective Date, the Licensee shall place in the Stations' OPIFs a copy of this Consent Decree in the folder entitled "FCC Investigations or Complaints." The Consent Decree shall be retained in the Stations' OPIFs until grant of the Station's next renewal application.²⁷

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. **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 Act²⁸ relating to the matters addressed in this Consent Decree.

22. **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.

23. **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.

24. **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.

25. **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.

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

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

28. **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 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).

²⁸ See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

29. **Authorized Representative.** Each Party represents and warrants to the other that it has full service 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.

30. **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:

David J. Brown
Chief, Video Division
Media Bureau

Date

HSH Lancaster (WLYH) Licensee, LLC

By:

Armstrong Williams
President

Date