

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

In re Applications of	)	
	)	
<b>Fifth Street Enterprises, LLC</b>	)	Acct. No. 20254140012
	)	FRN: 0024413338
For Renewal of Licenses of Class A TV Stations	)	Facility ID No. 257 and 272
WWAT-CD, Charleroi, Pennsylvania and WPTG-	)	LMS File Nos. 0000213311 and 0000213314
CD, Pittsburgh, Pennsylvania	)	

**ORDER**

**Adopted: January 21, 2026**

**Released: January 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 Fifth Street Enterprises, LLC (Licensee), licensee of Class A television stations WWAT-CD, Charleroi, Pennsylvania (WWAT) and WPTG-CD, Pittsburgh, Pennsylvania (WPTG) (collectively, Stations). The Consent Decree resolves issues arising from the staff's review of the Stations' pending license renewal applications.<sup>1</sup> In particular, the Consent Decree resolves the Bureau's investigation relating to the Licensee's compliance with (1) section 1.17 of the Commission's rules (Rules), which requires licensees to provide accurate information to the Commission,<sup>2</sup> and (2) section 73.3526(e)(11)(i) of the Rules, which requires Class A television stations to upload to their online public inspection file (OPIF) on a quarterly basis a list of programs (issues/programs lists) that have provided the station's most significant treatment of community issues during that period.<sup>3</sup> We find that through adoption of the Consent Decree grant of the Stations' Renewal Applications 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 Six Thousand Dollars (\$6,000) and implement a compliance plan to ensure future compliance with sections 1.17 and 73.3526(e)(11)(i) of the Rules.<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 investigation described in paragraph 1.<sup>5</sup> We also find that the Stations have served the public interest, convenience, and necessity during the subject license term and that grant of the Renewal Applications is warranted pursuant to section 309(k)(1) of the Communications Act of 1934, as amended.<sup>6</sup> We find that

<sup>1</sup> Application of Fifth Street Enterprises, LLC for Renewal of License, LMS File No. 0000213311 (filed Mar. 31, 2023, amended Jun. 9, 2023) (WWAT Application); Application of Fifth Street Enterprises, LLC for Renewal of License, LMS File No. 0000213314 (filed Mar. 31, 2023) (WPTG Application). (Collectively Renewal Applications).

<sup>2</sup> 47 CFR § 1.17.

<sup>3</sup> 47 CFR §§ 73.3526(e)(11)(i).

<sup>4</sup> 47 CFR §§ 1.17, 73.3526(e)(11)(i).

<sup>5</sup> See also *infra* Consent Decree at paras. 3-4.

<sup>6</sup> 47 U.S.C. § 309(k)(1). In evaluating an application for license renewal, the Commission's decision is governed by section 309(k) of the Act. 47 U.S.C. § 309(k). That section provides that the Commission shall grant the renewal application if, upon consideration of the application and pleadings, it finds that: (1) the station has served the public  
(continued....)

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,<sup>7</sup> and by the authority delegated by sections 0.61, 0.204, 0.283, and 1.93(b) of the Commission's rules,<sup>8</sup> the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification, and incorporated by reference.

4. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters noted 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,<sup>9</sup> the applications for renewal of license of Class A television stations WWAT-CD, Charleroi, Pennsylvania (LMS File No. 0000213311) and WPTG-CD, Pittsburgh, Pennsylvania (LMS File No. 0000213314) **ARE GRANTED** in accordance with the terms of the attached Consent Decree and conditioned upon compliance with the terms of paragraph 13 thereto.

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 Ron Bruno, Fifth Street Enterprises, LLC, 975 Greentree Rd., Pittsburgh, PA 15220, and by e-mail to [ron@thevideohouse.com](mailto:ron@thevideohouse.com). A copy shall also be sent in the same manner to the Licensee's counsel, Joan Stewart, Esq., 2050 M Street, NW, Washington, DC 20036, and by e-mail to [jstewart@wiley.law](mailto:jstewart@wiley.law).

FEDERAL COMMUNICATIONS COMMISSION

David J. Brown  
Chief, Video Division  
Media Bureau

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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. *See* 47 U.S.C. § 309(k)(1).

<sup>7</sup> 47 U.S.C. § 154(i).

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

<sup>9</sup> 47 U.S.C. § 309(k)(1).

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

In re Applications of )  
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**Fifth Street Enterprises, LLC** ) Acct. No. 202541420012  
 ) FRN: 0024413338  
For Renewal of Licenses of Class A TV Stations ) Facility ID No. 257 and 272  
WWAT-CD, Charleroi, Pennsylvania and WPTG- ) LMS File Nos. 0000213311 and 0000213314  
CD, Pittsburgh, Pennsylvania )

**CONSENT DECREE**

1. The Video Division, Media Bureau (hereafter Bureau, as defined below) of the Federal Communications Commission (hereafter Commission, as defined below) and Fifth Street Enterprises, LLC (hereafter the 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 (1) section 1.17 of the Commission's Rules (hereafter Rules as defined below) which requires licensees to provide accurate information to the Commission and (2) section 73.3526(e)(11)(i) of the Rules which requires Class A TV stations upload to their online public inspection file (OPIF), on a quarterly basis, a list of programs that have provided the station's most significant treatment of community issues during that period.<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 (as defined below) to ensure its future compliance with sections 1.17 and 73.3526(e)(11)(i) of the Rules.<sup>2</sup> The Bureau agrees to terminate its Investigation and grant the Stations' pending Renewal Applications (as defined below) 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 47 CFR § 1.17.
  - (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.
  - (e) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
  - (f) "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.
  - (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, as described in paragraph 16.

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<sup>1</sup> 47 CFR §§ 1.17, 73.3526(e)(11)(i).

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

- (h) “Compliance Plan” means the processes and procedures developed by the Licensee in an effort to ensure compliance with 47 CFR §§ 1.17 and 73.3526 generally, including 47 CFR § 73.3526(e)(11)(i), as described in paragraph 17.
- (i) “Covered Employees,” each of which is a Covered Employee, means all employees, volunteers, and agents of the Licensee, who are responsible for performing, supervising, overseeing, or managing activities related to the maintenance of the Station’s OPIF, as required by 47 CFR § 73.3526.
- (j) “Division” means the Video Division of the Media Bureau of the Commission.
- (k) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (l) “Investigation” means the Bureau’s examination of the Licensees’ compliance with 47 CFR §§ 1.17 and 73.3526(e)(11)(i).
- (m) “Issues and Programs List Rule” means the requirements detailed in 47 CFR § 73.3526(e)(11)(i).
- (n) “Licensee” means Fifth Street Enterprises, LLC, and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (o) “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.
- (p) “OPIF” means the Station’s online public inspection file as defined by 47 CFR § 73.3526.
- (q) “OPIF Rule” means the requirements detailed in 47 CFR § 73.3526, in its entirety.
- (r) “Parties” means the Licensee and the Bureau, each of which is a “Party.”
- (s) “Renewal Applications” means the applications of Fifth Street Enterprises, LLC, for renewal of the television broadcast licenses for Class A TV stations WWAT-CD, Charleroi, Pennsylvania (Facility ID 257), LMS File No. 0000213311 (filed March 31, 2023, and as amended June 9, 2023, and August 6, 2025) and WPTG-CD, Pittsburgh, Pennsylvania (Facility ID No. 272), LMS File No. 0000213314 (filed March 31, 2023, and as amended August 6, 2025).
- (t) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (u) “Stations,” means WWAT-CD, Charleroi, Pennsylvania (Facility ID 257) (“WWAT”); and WPTG-CD, Pittsburgh, Pennsylvania (Facility ID No. 272) (“WPTG”), each of which is a “Station”.

## II. BACKGROUND

3. Section 1.17 of the Rules provides that “[e]ach application shall include all information called for by the particular form on which the application is required to be filed . . . .”<sup>3</sup> Section 73.3526(e)(11)(i) of the Rules requires every Class A television licensee to place in its station’s 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>4</sup> Issues/programs lists must be placed in the station’s OPIF by the tenth

<sup>3</sup> 47 CFR § 1.17.

<sup>4</sup> 47 CFR § 73.3526(e)(11)(i).

day of the succeeding calendar quarter and copies must be retained until final action on the station's next license renewal application.<sup>5</sup>

4. On March 31, 2023, the Licensee filed the Renewal Applications. In the Renewal Applications, 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."<sup>6</sup> Review of the Stations' OPIFs by Division staff identified numerous issues/programs lists were either missing or uploaded late to WWAT's and WPTG's OPIFs. The Licensee uploaded the missing issues/programs lists between July 14 and 16, 2025. On August 6, 2025, the Licensee amended the Renewal Applications to change the response to the aforementioned statement from "Yes" to "No." In total there were six late filed issues/programs lists for WWAT (five of which were initially missing) and seven late filed issues/programs lists for WPTG (six of which were initially missing).<sup>7</sup> As of the date of the Adopting Order, all required documents have been placed in the Stations' OPIFs.

5. 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 Applications. In consideration, the Licensee agrees to implement and maintain a Compliance Plan designed to ensure its future compliance with the Accurate Statement Rule and OPIF Rule, and has agreed to make a voluntary contribution in the amount of Six Thousand Dollars (\$6,000) to the United States Treasury.

### III. 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 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 11 herein, that paragraphs 3 through 4 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 make 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 and to take the actions specified in paragraph 15. 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, 16, 17, and 19 of this Consent Decree. The

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<sup>5</sup> *Id.*

<sup>6</sup> Renewal Applications.

<sup>7</sup> WWAT's late issues/programs lists consisted of two that were filed under one month late, and four that were filed over one year late. WPTG's late issues/programs lists consisted of two that were filed under one month late, three that were filed between one month and one year late, and two that were filed over one year late.

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.<sup>8</sup>

12. **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 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 Dollars (\$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>9</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>10</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>11</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/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

<sup>8</sup> See 47 CFR § 1.93(b).

<sup>9</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>10</sup> Payments made using CORES do not require the submission of an FCC Form 159.

<sup>11</sup> Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

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.

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. **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 year term from the Stations' prior license expiration dates. The Renewal Applications will be granted within two business days following the Effective Date. Grant of the Renewal Applications will be conditioned on compliance with the terms set forth in paragraph 13.

16. **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 in paragraphs 17 and 19. 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 Chief Executive Officer (or other senior executive officer/owner/equivalent senior officer) 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 Consent Decree. The Compliance Officer shall have specific knowledge of the Accurate Statements Rule, OPIF Rule, and terms of this Consent Decree prior to assuming their duties. The name and contact information (mailing address, phone number, and electronic mail address) of the Compliance Officer must be submitted to the Bureau by electronic mail at [VideoCompliance@fcc.gov](mailto:VideoCompliance@fcc.gov) within thirty (30) calendar days after the Effective Date. The Bureau must be notified, as previously specified, of any change in the person serving as Compliance Officer within five (5) business days.

17. **Compliance Plan.** For purposes of settling the matters set forth herein, the Licensee agrees that it shall develop and implement a Compliance Plan designed to ensure future compliance with

the Accurate Statements Rule and OPIF Rule, including but not limited to the Issues and Programs List Rule, and with the terms and conditions of this Consent Decree. The Compliance Plan shall solely apply to the Stations. The Compliance Plan shall contain, at a minimum, the following elements:

- (a) **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, has been prepared by in-house legal counsel, or has been prepared by a third party, such as a trade association or a law firm. The Compliance Manual shall:
  - i. thoroughly explain the requirements embodied in the Accurate Statements Rule and the OPIF Rule, including but not limited to the Issues and Programs List Rule;
  - ii. establish “Operating Procedures” that Covered Employees must follow to help ensure the Stations’ compliance with the Accurate Statements Rule and the OPIF Rule, including but not limited to the Issues and Programs List Rule. The Operating Procedures shall include internal procedures and policies specifically designed to ensure that all required information is uploaded to the Stations’ OPIFs in a timely manner and otherwise maintains full, complete, and up to date information therein; and
  - iii. be reviewed and revised by the Compliance Officer, or 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 ten (10) business days of any updates to all Covered Employees.
- (b) **Compliance Training Program**. Within 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, the Licensee will conduct formal compliance training program on the Accurate Statements Rule and OPIF Rule for all Covered Employees. Training must also be provided to every new Covered Employee within ten business (10) days after commencing employment or becoming a Covered Employee. The compliance training program must include instruction relating to the provisions of the Accurate Statements Rule and OPIF Rule, including but not limited to the Issues and Programs List Rule. The compliance training must be reviewed and revised by the Compliance Officer, or legal counsel (internal or external) in coordination with the Compliance Officer, as necessary to remain current, complete, accurate, and effective.
- (c) **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 action(s) 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. Any such report must be signed by the Compliance Officer and be subscribed to as true and accurate under penalty of perjury in accordance with 47 CFR § 1.16. All reports of noncompliance shall be submitted to [VideoCompliance@fcc.gov](mailto:VideoCompliance@fcc.gov). All reports must also be uploaded to the Station’s OPIF within ten (10) business days in the folder entitled “FCC Investigations or Complaints” and retained in the Station’s OPIF until the “Termination Date,” as specified in paragraph 18. Further, the Licensee must disclose any noncompliance reports in an attachment to its next license renewal application.

18. **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.

19. **Placement of Consent Decree in OPIF.** Within thirty (30) days of 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 the "Termination Date," as specified in paragraph 18.<sup>12</sup>

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 Act<sup>13</sup> 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 or Bureau.

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.

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<sup>12</sup> See 47 CFR § 73.3526(e)(10) (requiring stations to place in their OPIF "[m]aterial relating to FCC investigation or complaint" and instructing that such material "be retained until the applicant, permittee, or licensee is notified in writing that the material may be discarded").

<sup>13</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

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.

29. **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.

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:

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David J. Brown  
Chief, Video Division  
Media Bureau

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Date

### Fifth Street Enterprises, LLC.

By:

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Ronald J. Bruno  
Manager

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Date