

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

In the Matter of)	
)	
Journal Broadcast Corporation)	File Nos.: EB-IHD-14-00016141 and
)	EB-09-IH-1918
Licensee of Station KTNV-TV, Las Vegas, Nevada)	Acct. No.: 201532080004
)	
)	FRN: 0002710192
)	
)	Facility ID No.: 74100

ORDER

Adopted: December 5, 2014

Released: December 5, 2014

By the Chief, Enforcement Bureau:

1. The Federal Communications Commission’s sponsorship identification laws protect consumers and promote fair competition by requiring that the sponsors of paid programming material are clearly identified. Generally, it is clear when an announcement is a commercial that is paid for by a sponsor. In some cases, however, an announcement may appear to be the station’s editorial opinion or even station-produced news, when, in fact, it is dictated by—and paid for by—a third party. In such cases, the sponsorship identification laws protect consumers by requiring that the third party is clearly disclosed as the sponsor of the announcement. Among other things, these laws prevent broadcasters, advertisers, and others from presenting paid announcements that the public can perceive as the station’s editorial or objective content while concealing that the station is being paid by a third party to promote a particular message. Enforcement of the sponsorship identification laws also protects fair competition among advertisers. We seek to prevent sponsors from gaining unfair advantage by paying stations to present promotional messages as station news or editorial content without appropriate disclosures, while their competitors observe the rules and present their content as acknowledged commercial advertisements.

2. In this case, the Enforcement Bureau (Bureau) of the Federal Communications Commission investigated a complaint that KTNV-TV in Las Vegas broadcast what appeared to be news reports about liquidation sales at local car dealerships, without disclosing that the dealerships had paid the station to air the reports. Our investigation revealed that KTNV-TV produced and aired “Special Reports,” formatted in the style of news reports, concerning the liquidation sales and that the “Special Reports” did not include explicit disclaimers that the car dealerships had paid for the “Special Reports.” Journal Broadcasting Corporation (Journal), the licensee of KTNV-TV, admits that these broadcasts violated the sponsorship identification laws. Journal will pay \$115,000 to resolve the allegations and agrees to implement a three-year compliance plan to avoid future violations of the sponsorship identification laws.

3. In this Order, we adopt the attached Consent Decree entered into between the Bureau and Journal. The Consent Decree resolves and terminates the Bureau’s investigation into Journal’s violations of Section 317 of the Communications Act of 1934, as amended (Act), and Section 73.1212 of the Commission’s rules (Rules) pertaining to sponsorship identification.¹

¹ 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

4. The Bureau and Journal have negotiated the terms of the Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated herein by reference.

5. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

6. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Journal possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

7. Accordingly, **IT IS ORDERED** that, pursuant to Sections 4(i), 4(j), and 503(b) of the Act,² and Sections 0.111 and 0.311 of the Rules,³ the Consent Decree attached to this Order **IS ADOPTED**.

8. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

9. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against KTNV-TV and/or Journal related to the above-captioned investigation that are currently pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

10. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by First Class U.S. Mail and Certified Mail to Journal's counsel, Dennis P. Corbett, Esq., Lerman Senter PLLC, 2000 K Street, NW, Suite 600, Washington, DC 20006.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

² 47 U.S.C. §§ 154(i), 154(j), 503(b).

³ 47 C.F.R. §§ 0.111, 0.311.

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In the Matter of)
Journal Broadcast Corporation) File Nos.: EB-IHD-14-00016141 and
EB-09-IH-1918
Licensee of Station KTNV-TV, Las Vegas,)
Nevada) Acct. No.: 201532080004
) FRN: 0002710192
) Facility ID No.: 74100

CONSENT DECREE

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission or FCC) and Journal Broadcast Corporation (Journal), licensee of Station KTNV-TV, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Bureau’s investigation into Journal’s violations of Section 317 of the Communications Act of 1934, as amended (Act), and Section 73.1212 of the Commission’s rules (Rules) pertaining to sponsorship identification.¹

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) “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 Enforcement Bureau of the Federal Communications Commission.
(d) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.
(e) “Communications Laws” means collectively, the Act, the Rules, and the published and promulgated orders and decisions of the Commission to which each Commission licensee, including Journal, is subject by virtue of its being a Commission licensee, including but not limited to the Sponsorship Identification Laws.
(f) “Complaint” means the third-party Complaint received by, or in the possession of, the Bureau and alleging violation of the Sponsorship Identification Laws, as described in this Consent Decree at paragraph 4.
(g) “Compliance Plan” means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 14.
(h) “Consideration” means anything of value, including but not limited to, cash, checks, salaries, fees, commissions, loans, management fees, consulting fees,

¹ 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

honoraria, per diem allowances, payments of third-party invoices, travel and/or hotel expenses, meals, gifts, bonuses, services, purchases of, or promises to purchase, advertising time, and/or any other things of value, from any source, or given by third parties, to another.

- (i) “Covered Employees” means all employees and agents of Journal who perform, or supervise, oversee, and/or manage the performance of, duties that relate to Journal’s responsibilities for the Station under the Sponsorship Identification Laws, including those employees and agents who serve as on-air talent and/or materially participate in the on-air broadcast of program material and/or in the making of programming decisions for the Station, as well as their supervisory employees and agents.
- (j) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (k) “Investigation” means the investigation commenced by the Bureau’s September 26, 2013, Letter of Inquiry regarding whether Journal violated the Sponsorship Identification Laws.
- (l) “Journal” means Journal Broadcast Corporation, including all of its subsidiaries and affiliates, its predecessors-in-interest, and its successors-in-interest, provided, however, that upon closing of the transaction announced on July 30, 2014 between Journal and the E.W. Scripps Company, this Consent Decree shall continue to apply only to the stations licensed to Journal as of the date of this Agreement.
- (m) “Operating Procedures” means the standard, internal operating procedures and compliance policies established by Journal to implement the Compliance Plan.
- (n) “Parties” means Journal and the Bureau, each of which is a “Party.”
- (o) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (p) “Sponsored Broadcast” is a matter transmitted by a broadcast station that is aired in exchange for Consideration that is “directly or indirectly paid, or promised to or charged or accepted by, the station so broadcasting,” including, but not limited to, the types of broadcasts covered by Section 317 of the Act.²
- (q) “Sponsorship Identification Laws” means, individually or collectively, Section 317 of the Act and Section 73.1212 of the Rules,³ and the decisions and orders of the Commission interpreting these provisions.
- (r) “Station” means Station KTNV-TV, Las Vegas, Nevada (Facility ID 74100).

II. BACKGROUND

3. The Sponsorship Identification Laws establish the general obligation of a broadcast station to air sponsorship identification announcements whenever any “money, service or other valuable consideration” is paid or promised to the station for the broadcast of program material.⁴ The Commission has noted that the Sponsorship Identification Laws are “grounded in the principle that listeners and

² 47 U.S.C. § 317. See 47 C.F.R. § 73.1212.

³ See 47 U.S.C. § 317; 47 C.F.R. § 73.1212.

⁴ 47 U.S.C. § 317(a)(1); 47 C.F.R. § 73.1212(a).

viewers are entitled to know who seeks to persuade them.”⁵ The disclosures required by the Sponsorship Identification Laws provide listeners and viewers with information concerning the source of material in order to prevent misleading or deceiving those listeners and viewers.⁶ The Commission has warned that it would take enforcement action against broadcast stations and cable operators that did not comply with these disclosure requirements.⁷

4. The Bureau received a Complaint alleging that Arrowhead Advertising, an advertising agency in Las Vegas, Nevada that represented local automobile dealerships, approached several local television stations, including KTNV-TV, offering to buy air time for commercials if the stations aired “news” programming concerning automobile liquidation sales events at the dealerships.⁸

5. The Bureau’s investigation revealed that KTNV-TV accepted payment from the dealerships to produce and air several versions of what KTNV-TV called a “Special Report” about the liquidation at the dealerships. The “Special Reports” were formatted in the style of a news report and featured a KTNV-TV employee who, in the manner of a television reporter, questioned representatives of the dealerships about their ongoing liquidation sales events. The “Special Reports,” however, were not in fact news coverage, but instead paid advertisements. KTNV-TV broadcast the “Special Reports” twenty-seven times from May through August 2009. In its response to the Bureau’s investigation, Journal acknowledged the applicability of the Commission’s Sponsorship Identification Laws to the “Special Reports,” but argued that the context of the “Special Reports” made clear that the “Special Reports” were paid advertisements despite the lack of an explicit disclaimer.⁹ Based on the record, however, the Bureau contends that Journal failed to air sponsorship announcements required by the Sponsorship Identification Laws for the twenty-seven “Special Reports” broadcast by KTNV-TV.

6. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order.

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

8. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree 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.

⁵ *Commission Reminds Broadcast Licensees, Cable Operators and Others of Requirements Applicable to Video News Releases and Seeks Comment on the Use of Video News Releases by Broadcast Licensees and Cable Operators*, Public Notice, 20 FCC Rcd 8593, 8593–94 (2005) (2005 Public Notice).

⁶ *See Sonshine Family Television, Inc.*, Notice of Apparent Liability for Forfeiture, 22 FCC Rcd 18686, 18694, para. 15 (2007), *aff’d with reduced forfeiture*, Forfeiture Order, 24 FCC Rcd 14830, 14834, para. 12 (2009) (forfeiture reduced based on licensee’s history of compliance) (forfeiture paid).

⁷ *See, e.g., 2005 Public Notice* at 8594.

⁸ *See* Letter from J. Dominic Monahan, Counsel for Valley Broadcasting Company, to Hillary S. DeNigro, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (Oct. 7, 2009) (on file in EB-09-IH-1918 and EB-IHD-14-00016141).

⁹ *See* Letter from Dennis P. Corbett, Esq., Counsel to Journal Broadcast Corporation, to Guy N. Benson, Esq., FCC Enforcement Bureau at 5 (Dec. 4, 2013) (on file in EB-09-IH-1918 and EB-IHD-14-00016141); Letter from Dennis P. Corbett, Esq., Counsel to Journal Broadcast Corporation, to Guy N. Benson, Esq., FCC Enforcement Bureau at 2 (Apr. 17, 2014) (on file in EB-09-IH-1918 and EB-IHD-14-00016141).

9. **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. In consideration for the termination of the Investigation, Journal agrees to the terms, conditions, and procedures contained herein. 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 any new proceeding, formal or informal, or take any action on its own motion against Journal 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, or take any action on its own motion against Journal with respect to Journal's basic qualifications, including its character qualifications, to be a Commission licensee or to hold Commission licenses or authorizations.

10. **Section 73.1212 Complaints; Subsequent Investigations.** Nothing in this Consent Decree shall prevent the Commission or its delegated authority from adjudicating complaints, other than the complaint that formed the basis for the instant Investigation, filed pursuant to Section 73.1212 of the Rules against Journal, or its affiliates, for alleged violations of the Sponsorship Identification Laws, the Act, the Rules, or for any other type of alleged misconduct, regardless of when such misconduct took place. The Commission's adjudication of any such complaint will be based solely on the record developed in that proceeding. Except as expressly provided in this Consent Decree, this Consent Decree shall not prevent the Commission from investigating new evidence of noncompliance by Journal with the Communications Laws.

11. **Admission of Liability.** Journal admits, in express reliance on the provisions of paragraph 9 herein, that its actions with respect to the broadcast of the Special Reports referenced in paragraph 5 of this Consent Decree violated the Commission's Sponsorship Identification Laws.

12. **Civil Penalty.** Journal will make a payment to the United States Treasury in the amount of one hundred fifteen thousand dollars (\$115,000) within thirty (30) calendar days after the Effective Date. Journal shall also send electronic notification of payment to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and to Guy N. Benson at Guy.Benson@fcc.gov on the date said payment is made. The payment must be made by check or similar instrument, wire transfer, or credit card, and must include the Account Number and FRN referenced above. Regardless of the form of payment, Journal must submit a completed FCC Form 159 (Remittance Advice).¹⁰ When completing the FCC Form 159, Journal should enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that Journal should follow based on the form of payment it selects:¹¹

- Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.

¹⁰ An FCC Form 159 and detailed instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

¹¹ If Journal has questions regarding payment procedures, it should contact the Financial Operations Group Help Desk by phone at 1-877-480-3201, or by e-mail at ARINQUIRIES@fcc.gov.

- Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

13. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, Journal shall designate a senior corporate manager with the requisite corporate and organizational authority to serve as Compliance Officer and to discharge the duties set forth below. The person designated as the Compliance Officer shall be responsible for developing, implementing, and administering the Compliance Plan and ensuring that Journal complies with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his/her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Sponsorship Identification Laws prior to assuming his/her duties and shall commit to ensuring compliance with respect to the Sponsorship Identification Laws.

14. **Compliance Plan.** Journal agrees that it shall, by the dates specified in this paragraph, including its subparts, develop and implement a Compliance Plan designed to ensure future compliance with the Communications Laws and with the terms and conditions of this Consent Decree. With respect to the Sponsorship Identification Laws, Journal shall implement the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, Journal shall establish Operating Procedures that all Covered Employees must follow to help ensure Journal's compliance with the Sponsorship Identification Laws. Journal's Operating Procedures shall include company-wide internal procedures and policies specifically designed to ensure that Journal discloses the sponsorship status and the sponsor of broadcasts that are aired in exchange for valuable Consideration or otherwise require sponsorship identification, consistent with the Sponsorship Identification Laws. Journal also shall develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure compliance with the Sponsorship Identification Laws. At a minimum, the Compliance Checklist shall require a multi-level review of Sponsored Broadcasts that air over the Station, meaning that all scripts of such Sponsored Broadcasts shall be reviewed prior to broadcast for compliance with the Sponsorship Identification Laws by at least two Station employees, one of whom shall be a supervisory-level employee or employee specially trained in Sponsorship Identification Laws compliance, provided, however, that a multi-level review shall not be required of Sponsored Broadcasts embedded in network or syndicated programming.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, the Compliance Officer (with assistance of counsel as appropriate) shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Sponsorship Identification Laws and set forth the Operating Procedures that Covered Employees shall follow to help ensure Journal's compliance with the Communications Laws. Journal shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and complete. Journal shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** Journal shall establish and implement a Compliance Training Program on compliance by Covered Employees with the Sponsorship Identification Laws and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of Journal's

obligation to report any noncompliance with the Sponsorship Identification Laws as described under paragraph 16 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the Compliance Training Program within ninety (90) calendar days after the Effective Date. Any person who becomes a Covered Employee at any time after the initial Compliance Training Program is conducted shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee. Journal shall repeat the compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

- (d) **Hotline.** The Compliance Officer shall maintain a hotline for Covered Employees to call the Compliance Officer to obtain advice on compliance with the Compliance Plan and report violations of the Compliance Plan.
- (e) **Contractual Agreements.** Journal will ensure that all contractual agreements with respect to Covered Employees shall include a contractual clause requiring compliance with the Sponsorship Identification Laws.
- (f) **Commitment to Due Diligence for the Identification of Program Sponsors and the Airing of Sponsored Content.** Journal commits to diligently identify program sponsors and to broadcast compliant announcements, where required, to avoid violations of the Sponsorship Identification Laws.
- (g) **Sponsor Education.** Journal will also implement and maintain a plan to educate prospective sponsors about appropriate sponsorship content and how it incorporates such sponsorship content in the messages that it prepares for the sponsor's approval and eventual broadcast. To that end, Journal will summarize the Sponsorship Identification Laws for each client prior to accepting any contract to air messages and/or programming over the Station and preparing the message and/or programming for the sponsor's review.
- (h) **Annual Report.** The Compliance Officer shall submit reports to Journal's Board of Directors concerning Journal's compliance with this Compliance Plan. The first such report shall be submitted within sixty (60) days of the Effective Date and additional reports shall be submitted at least annually thereafter.

15. **Compliance Reports.** Journal shall file Compliance Reports with the Commission ninety (90) calendar days after the Effective Date, twelve (12) months after the Effective Date, twenty-four (24) months after the Effective Date, and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of Journal's efforts during the relevant period to comply with the terms and conditions of this Consent Decree and the Sponsorship Identification Laws. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of Journal, stating that the Compliance Officer has personal knowledge that Journal: (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 16.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and must comply with Section 1.16 of

the Rules¹² and be subscribed to as true under penalty of perjury in substantially the form set forth therein.

- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of Journal, shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that Journal has taken or will take to remedy such noncompliance, including the schedule on which proposed remedial action will be taken; and (iii) the steps that Journal has taken or will take to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.
- (d) All Compliance Reports shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Guy N. Benson at Guy.Benson@fcc.gov.

16. **Reporting Noncompliance.** Journal shall report any noncompliance with the Sponsorship Identification Laws at the Station, and with the terms and conditions of this Consent Decree, within thirty (30) calendar days after discovery of such noncompliance. Such reports shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that Journal has taken or will take to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that Journal has taken or will take to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, Room 4-C330, 445 12th Street, SW, Washington, DC 20554, with a copy submitted electronically to Jeffrey J. Gee at Jeffrey.Gee@fcc.gov, Kenneth M. Scheibel, Jr. at Kenneth.Scheibel@fcc.gov, and Guy N. Benson at Guy.Benson@fcc.gov.

17. **FCC Enforcement Actions.** If, as a result of a possible future violation of the Sponsorship Identification Laws at the Station, Journal receives a Notice of Apparent Liability or similar Bureau document proposing a forfeiture, or contemplating license non-renewal or revocation, Journal shall:

- (a) suspend each employee accused of violating the Sponsorship Identification Laws and undertake an investigation of each such incident;
- (b) require that each such employee receive remedial training on the Sponsorship Identification Laws and the Compliance Plan and successfully demonstrate to the Compliance Officer and Station management that he or she understands such regulations and policies before allowing such employee to resume his or her duties; and
- (c) take disciplinary action, up to and including termination, against each employee who is materially involved in the violation of the Sponsorship Identification Laws, if such violation results in a final adjudication by the Commission that Journal violated the Sponsorship Identification Laws or in other circumstances as determined appropriate by Journal.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 13–17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

19. **Waivers.** Journal 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

¹² 47 C.F.R. § 1.16.

Decree and the Adopting Order, provided the Bureau issues an Adopting Order as defined herein. Journal 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 Adopting Order, neither Journal nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Journal shall waive any statutory right to a trial *de novo*. Journal hereby agrees to waive any claims it may have under the Equal Access to Justice Act¹³ relating to the matters addressed in this Consent Decree.

20. **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.

21. **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 Journal does not expressly consent) that provision will be superseded by such Rule or Commission order.

22. **Successors and Assigns.** Journal agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

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

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

25. **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.

26. **Authorized Representative.** Each Party represents and warrants to the other Parties 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.

¹³ 5 U.S.C. § 504; 47 C.F.R. § 1.1501 *et seq.*

27. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

FEDERAL COMMUNICATIONS COMMISSION

Travis LeBlanc
Chief
Enforcement Bureau

Date

JOURNAL BROADCAST CORPORATION

Steven J. Smith
Vice President

Date