

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

In re Applications of
Liberty Communications, Inc.
For Renewal of License of
Station W36EX-D
Alton, Illinois
For Assignment of License of
Station W36EX-D
Alton, Illinois
Acct. No. 202341420036
FRN: 0021232889
Facility ID No. 37238
LMS File Nos. 0000158106 and 0000216835

ORDER

Adopted: September 12, 2023

Released: September 12, 2023

By the Chief, Video Division, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Liberty Communications, Inc. (Licensee), licensee of Station W36EX-D, Alton, Illinois (Station). The Consent Decree resolves an investigation arising from the Bureau’s review of the captioned license renewal application¹ (Renewal Application) and application for assignment of license (Assignment Application).² In particular, the Consent Decree resolves the Bureau’s investigation of Licensee’s compliance with: (i) Section 73.3539(a) of the Commission’s rules (Rules), which sets forth the deadline for filing a license renewal application;³ (ii) Section 73.3526 of the Rules, which requires stations to maintain an online public inspection file and placing specific documents into that file at required intervals;⁴ (iii) Section 73.3514(a) of the Rules, which requires Licensees to provide complete responses in applications;⁵ and (iv) Section 1.65(a) of the Rules, which requires applicants maintain the accuracy of their applications during their pendency, and promptly provide updated or corrected information as necessary.⁶

¹ Application of Liberty Communications, Inc. for Renewal of License, LMS File No. 0000158106 (filed Aug. 30, 2021).

² As a result of the investigation, the Bureau’s Video Division suspended processing of the Renewal Application and has been unable to act upon Licensee’s pending application for assignment of authorization. See, Stockholders of CBS Inc., (Transferor) and Westinghouse Electric Corporation (Transferee), Memorandum Opinion and Order, 11 FCC Rcd 3733, 3748, para. 31 (1995) (“Generally, where there are pending both a transfer/assignment application and a renewal application involving the same broadcast station, the Commission refrains from acting on the transfer/assignment application commencing on the date the station’s renewal application must be filed.”).

³ 47 CFR § 73.3539(a).

⁴ 47 CFR § 73.3526.

⁵ 47 CFR § 73.3514(a).

⁶ 47 CFR § 1.65(a).

2. Adoption of the attached Consent Decree permits action, subject to certain terms and conditions, on both the Station's Renewal Application and Assignment Application.

3. The Bureau and Licensee have negotiated the attached Consent Decree in which Licensee stipulates that it violated sections 73.3539(a), 73.3526, 73.3514(a), and 1.65(a) of the Rules. Pursuant to the Consent Decree, Licensee agrees to, among other things, make a civil penalty payment to the United States Treasury in the amount of Ninety Seven Thousand Dollars (\$97,000) within 15 days of closing of the transaction contemplated in the Assignment Application.

4. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's consideration of potential violations of the Rules. Based on the record before us, we also conclude that grant of the Assignment Application is in the public interest pursuant to section 310(d) of the Act<sup>7</sup> and grant of the Renewal Application is consistent with section 309(k)(2) of the Act.<sup>8</sup> In accordance with the Consent Decree, we grant the Assignment Application and Renewal Application conditioned upon satisfaction of the Civil Penalty and all other terms set forth in the Consent Decree. A copy of the Consent Decree is attached hereto and incorporated by reference.

5. **ACCORDINGLY, IT IS ORDERED** that, pursuant to sections 4(i), 4(j), and 503(b) of the Communications Act of 1934, as amended,<sup>9</sup> and by the authority delegated by sections 0.61 and 0.283 of the Rules,<sup>10</sup> the Consent Decree attached hereto **IS ADOPTED** without change, addition, or modification.

6. **IT IS FURTHER ORDERED** that the investigation by the Media Bureau of the matters noted above **IS TERMINATED**.

7. **IT IS FURTHER ORDERED** that, pursuant to section 309(k)(2) of the Communications Act of 1934, as amended,<sup>11</sup> the application of Liberty Communications, Inc. for renewal of license for Station W36EX-D, Alton, Illinois (LMS File No. 0000158106) **IS GRANTED**, as conditioned herein.

8. **IT IS FURTHER ORDERED** that, pursuant to section 310(d) of the Communications Act of 1934, as amended,<sup>12</sup> the application for assignment of authorization (LMS File No. 0000216835) **IS GRANTED**, as conditioned herein.

9. **IT IS FURTHER ORDERED** that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Licensee at Fred Church, Liberty Communications, Inc., PO Box 1044, Alton, IL 62002 and by electronic mail to [fredchurch37@gmail.com](mailto:fredchurch37@gmail.com) and assignee at Bridge News LLC, 38955 Hills Tech Dr., Farmington Hills, MI 48331 and by electronic mail to [vince.bodiford@newsmakersmedia.com](mailto:vince.bodiford@newsmakersmedia.com). Copies shall also be sent to Licensee's counsel, Joseph Chautin,

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<sup>7</sup> 47 U.S.C. § 310(d).

<sup>8</sup> 47 U.S.C. §309(k)(2) (permitting the Commission to grant a renewal application that does not comply with the requirements of 47 U.S.C. § 309(k)(1) "on terms and conditions that are appropriate....").

<sup>9</sup> 47 U.S.C. §§ 154(i), 154(j), 503(b).

<sup>10</sup> 47 CFR §§ 0.61, 0.283.

<sup>11</sup> 47 USC § 309(k)(2).

<sup>12</sup> 47 U.S.C. § 310(d).

Esq. by electronic mail to [jchautin@hardycarey.com](mailto:jchautin@hardycarey.com) and assignee's counsel Dan J. Alpert, Esq. by electronic mail to [dja@commlaw.tv](mailto:dja@commlaw.tv).

FEDERAL COMMUNICATIONS COMMISSION

Barbara Kreisman  
Chief, Video Division  
Media Bureau

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

In re Application of
Liberty Communications, Inc.
For Renewal of License for
Station W36EX-D
Alton, Illinois
For Assignment of License of
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Alton, Illinois
FRN: 0021232889
Acct. No. 202341420036
Facility ID No. 37238
LMS File Nos. 0000158106 and 0000216835

CONSENT DECREE

Adopted: September 12, 2023

Released: September 12, 2023

I. Introduction

1. The Media Bureau of the Federal Communications Commission and Liberty Communications, Inc. by their authorized representatives, hereby enter into this Consent Decree for the purposes of (i) terminating the Media Bureau’s investigation into the Licensee’s compliance with sections 73.3539(a), 73.3526, 73.3514(a), and 1.65(a) of the Commission’s rules¹ and (ii) acting on Licensee’s above captioned pending applications for renewal of license and assignment subject to the terms and conditions set forth below, including payment of the civil penalty in the amount of Ninety Seven Thousand dollars (\$97,000).

II. DEFINITIONS

- 2. For the purposes of this Consent Decree, the following definitions shall apply:
(a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq.
(b) “Adopting Order” means an Order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
(c) “Assignment Application” means application of Liberty Communications, Inc., for assignment of authorization for station W36EX-D, Application File No. 0000216835.
(d) “Bureau” means the Media Bureau of the Commission.
(e) “Closing Date” means the date the transaction contemplated in the application of Liberty communications, Inc. for assignment of authorization for station W36EX-D, LMS File No. 0000216835, is consummated. See 47 CFR § 1.948 (Assignment of authorization or transfer of control, notification of consummation).
(f) “Commission” or “FCC” means the Federal Communications Commission and all of its bureaus and offices.

¹ 47 CFR §§ 73.3527, 73.3539(a), 73.3514(a), 1.65(a).

- (g) “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 Commission licensee.
- (h) “Disclosure Rule” means 47 CFR § 1.65(a).
- (i) “Effective Date” means the date on which the Bureau releases the Adopting Order.
- (j) “Filing Deadline Rule” means 47 CFR § 73.3539(a).
- (k) “Information Rule” means 47 CFR § 73.3514(a).
- (l) “Investigation” means the inquiry into whether Licensee violated one or more of the Communications Laws, specifically 47 CFR §§ 73.3539(a), 73.3526, 73.3514(a), and 1.65(a) of the Rules.
- (m) “Licensee” means Liberty Communications, Inc., and its affiliates, subsidiaries, predecessors-in-interest, and successors-in-interest.
- (n) “Online Public Inspection File Rule” means 47 CFR § 73.3526.
- (o) “Parties” means the Licensee and the Bureau, each of which is a “Party.”
- (p) “Renewal Application” means application of Liberty Communications, Inc., for renewal of the Class A television broadcast license for station W36EX-D, Application File No. 0000158106.
- (q) “Rules” means the Commission’s regulations found in Title 47 of the Code of Federal Regulations.
- (r) “Station” means station W36EX-D, Alton, Illinois, facility ID 37238.

## II. BACKGROUND

3. Section 73.3539(a) of the Rules requires that applications for renewal of license for broadcast stations must be filed “not later than the first day of the fourth full calendar month prior to the expiration date of the license sought to be renewed.”<sup>2</sup> An application for renewal of the Station’s license should have been filed by August 1, 2021, the first full business day following the first day of the fourth full calendar month prior to the Station’s license expiration date of December 1, 2021. The Station’s Application was not filed until August 30, 2021, nearly a month late.

4. Section 73.3514(a) 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> In its Renewal Application, the Licensee certified “Yes” to the question asking whether “there have been no violations by the licensee of the Communications Act of 1934, as amended, or the rules or regulations of the Commission during the preceding license term.” Licensee also certified “yes” to the statement that “the documentation, required by 47 C.F.R. Section 73.3526...has been uploaded to the station's public inspection file when required.” Furthermore, Section 1.65(a) of the Rules requires every applicant to maintain the accuracy and completeness of a pending application and absent good cause, amend such applications within 30-days.<sup>4</sup> The Licensee failed to not only fully disclose that it did not properly place all of its required documents into the Station’s online public inspection file in a timely manner, but it also failed to maintain the accuracy of its application by asserting that it would maintain a complete online

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<sup>2</sup> 47 CFR § 73.3539(a).

<sup>3</sup> 47 CFR § 73.3514(a).

<sup>4</sup> 47 CFR § 1.65(a).

public inspection file moving forward, but then failed to amend its Renewal Application to report violations that subsequently occurred.<sup>5</sup>

5. Section 73.3526 requires Class A television station licensees to maintain an online public inspection file and to upload certain documents to the Commission's public inspection file database throughout the year.<sup>6</sup> This includes among other requirements, the requirement that quarterly issues and programs lists, records concerning commercial limits, children's television programming reports, and material relating to FCC investigations be uploaded to the station's online public inspection file no later than the tenth day after each quarter. It is crucial that stations maintain online public inspection files that are complete and up to date because the information in them directly affects, among other things, the public's ability to be informed about a station's compliance with its obligations.

6. During the course of the Investigation we have determined that the Licensee failed to timely place in its online public inspection file copies of 28 issues and programs lists,<sup>7</sup> all its records concerning commercial limits,<sup>8</sup> 23 children's television programming reports,<sup>9</sup> and copies of documents related to prior rule violations.<sup>10</sup> Based on the Licensee's failure to comply with the Filing Deadline Rule, the Online Public Inspection File Rule, Disclosure Rule, and Information Rule the Bureau commenced the Investigation and suspended processing the Renewal Application.

7. On June 16, 2023, Licensee filed an Assignment Application seeking authority to assign the stations license to an unrelated third party, Bridge News LLC. The Assignment Application was placed on public notice on June 22, 2023. No petition in opposition to the Assignment Application have been received by the Commission. As a result of the Investigation and pending Renewal Application the Assignment Application remains pending.<sup>11</sup>

8. The Bureau and Licensee have negotiated the terms of the Consent Decree, subject to specific terms and conditions, that terminates the Investigation into the matters discussed above, grants the Renewal Application, and grants the Assignment Application. Notably, as part of the Consent Decree

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<sup>5</sup> After initial conversations with Station's counsel explaining the OPIF deficiencies, Station amended its renewal application on February 28, 2022. Application of Liberty Communications, Inc. for Renewal of License Amendment, LMS File No. 0000158106 (filed Feb. 28, 2022). In the included exhibit, the Station stated: "From today forward, a system has been established, including a compliance calendar, to assure in the future that all required reporting is submitted as and when required." *Id.* at Revised Submission on Reporting Compliance. Despite this commitment, in August 2022 further review by Bureau staff revealed continued OPIF violations.

<sup>6</sup> 47 CFR § 73.3526.

<sup>7</sup> 47 CFR § 73.3526(e)(11)(i).

<sup>8</sup> 47 CFR § 73.3526(e)(11)(ii). Effective January 21, 2020, this rule was amended to require annual reporting of certifications of compliance with the Commission's commercial limits for children's programming, rather than quarterly compliance reporting. *See Media Bureau Announces KidVid Rules Effective Date & Related Guidance*, Public Notice, MB Docket No. 18-202, 34 FCC Rcd 12517 (2019) (*KidVid Public Notice*).

<sup>9</sup> 47 CFR § 73.3526(e)(11)(iii). Effective January 21, 2020, this rule was amended to require annual reporting of children's television programming, rather than quarterly reporting. *See KidVid Public Notice*.

<sup>10</sup> 47 CFR § 73.3526(e)(10). The Station failed to place into its public file or disclose the Forfeiture Order issued on April 25, 2014, which was following grant of its most recent license renewal. *Liberty Communications, Inc.*, Forfeiture Order, 29 FCC Rcd 4077 (2014).

<sup>11</sup> With limited exception, it is Commission policy to not grant an assignment application while a Station's license renewal application is pending. *See, Stockholders of CBS Inc., (Transferor) and Westinghouse Electric Corporation (Transferee)*, Memorandum Opinion and Order, 11 FCC Rcd 3733, 3748, para. 31 (1995) ("Generally, where there are pending both a transfer/assignment application and a renewal application involving the same broadcast station, the Commission refrains from acting on the transfer/assignment application commencing on the date the station's renewal application must be filed.").

the Licensee has agreed to pay a civil penalty in the amount of Ninety Seven Thousand dollars (\$97,000) to the U.S. Treasury within 15 days of the Closing Date of the transaction proposed in the Assignment Application.

### III. TERMS OF AGREEMENT

9. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be incorporated by reference 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.

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 Liability.** 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 its actions described in Paragraphs 3 to 7 above were violations of the Rules. By entering into this Consent Decree, the Licensee makes no other admission of liability of any Communications Law, and the Bureau makes no finding of any other 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 herein, including the actions specified in Paragraphs 20 and 21. In consideration for the termination of the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein, including the actions specified in paragraph 18.

15. The Bureau further agrees that, in the absence of new material evidence, the Bureau will not use the facts developed in this Investigation through the Effective Date, or the existence of this Consent Decree, to institute, on its own motion or in response to any petition to deny or other third-party objection, any new proceeding, formal or informal, or take any action on its own motion against the Licensee 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 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>12</sup>

16. **Subsequent Investigations.** This Consent Decree shall not prevent the Commission or its delegated authority from investigating new evidence of noncompliance by 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, Licensee acknowledges that the Commission and its delegated authority (including the Bureau) retains the discretion and authority to propose sanctions against the Licensee, including the issuance of notices of apparent liability for forfeitures, 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.

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<sup>12</sup> See 47 CFR § 1.93(b).

17. **Admission of Liability.** The Licensee admits that it violated sections 73.3539(a), 73.3526, 73.3514(a), and 1.65(a) of the Rules, as described in paragraphs 3 to 7 of this Consent Decree. By entering into this Consent Decree, the Licensee makes no other admission of liability of the Act or Rules, and the Bureau makes no finding of any other liability or violation.

18. **Civil Penalty.** Licensee agrees to pay the Civil Penalty to the United States Treasury in the amount of Ninety Seven Thousand dollars (\$97,000). **Licensee agrees that the civil penalty will be paid within fifteen (15) business days of the Closing Date.** It also acknowledges and agrees that upon execution of this Consent Decree, the Civil Penalty shall become a “Claim” or “Debt” as defined in section 3701(b)(1) of the Debt Collection Improvement Act of 1996.<sup>13</sup> Licensee will send electronic notification of payment to Andrew Manley at Andrew.Manley@fcc.gov on the date said payment is made. Payment of the forfeiture must be made by credit card, ACH (Automated Clearing House) debit from a bank account using CORES (the Commission’s online payment system),<sup>14</sup> or by wire transfer. Payments by check or money order are no longer accepted. Below are instructions that Licensee should follow based on the form of payment selected:<sup>15</sup>

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. A completed 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 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>16</sup> For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/core/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the NAL/Acct. No. The bill number is the NAL Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). 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/core/paymentFrnLogin.do>. To pay by ACH, log in using 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 NAL/Acct. No. The bill number is the NAL/Acct. No. (e.g., NAL/Acct. No. 1912345678 would be associated with FCC Bill Number 1912345678). Finally, choose the “Pay from Bank Account” option.

<sup>13</sup> Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

<sup>14</sup> Payments made using CORES do not require the submission of an FCC Form 159.

<sup>15</sup> For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6), or by e-mail at [ARINQUIRIES@fcc.gov](mailto:ARINQUIRIES@fcc.gov).

<sup>16</sup> Instructions for completing the form may be obtained at <https://www.fcc.gov/Forms/Form159/159.pdf>.

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.

19. **Event of Default.** The Parties agree that an Event of Default shall occur upon the failure by Licensee to pay the full amount of the Civil Penalty on or before the due date specified in Paragraph 18. After an Event of Default has occurred under this Consent Decree, the unpaid amount of the Civil Penalty 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 Civil Penalty, 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 Licensee.

20. **Grant of Assignment Applications.** In the Adopting Order, the Bureau has determined that grant of the Assignment Application is in the public interest, convenience, and necessity, and consistent with section 310(d) of the Rules. The Bureau agrees to grant the Assignment Application concurrent with adoption of this Consent Decree and grant of the Renewal Application. The Licensee agrees to consummate the Assignment Application within 45 days of the Effective Date. Upon consummation of the transaction proposed in the Assignment Application, Licensee agrees to notify the Commission that consummation has occurred by filing a "Notice of Consummation" in the Commission's Licensing Management System (LMS) within two (2) business days. The assignment authorization will be conditioned on compliance with all the terms and conditions of this Consent Decree.

21. **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 section 309(k)(2) of the Act. The Bureau agrees to grant the Renewal Application concurrent with adoption of this Consent Decree and grant of the Assignment Application. The license renewal authorization will be conditioned on compliance with all the terms and conditions of this Consent Decree.

22. **Waivers.** As of the Effective Date, 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. 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 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>17</sup> relating to the matters addressed in this Consent Decree.

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

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

25. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order

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<sup>17</sup> See 5 U.S.C. § 504; 47 CFR §§ 1.1501-1.1530.

specifically intended to revise the terms of this Consent Decree to which the Licensee does not expressly consent) that provision will be superseded by such Rule or Order. A conflict will be considered to have arisen in the event that Licensee is unable to comply with both the terms and conditions of the Consent Decree and the Communications Laws, and compliance with the Consent Decree would result in a violation of the Communications Laws.

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

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

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

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

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

31. **Counterparts.** This Consent Decree may be signed in counterpart (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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fred Church  
Liberty Communications, Inc.

\_\_\_\_\_  
Date

25. **Subsequent Rule or Order.** The Parties agree that if any provision of this Consent Decree conflicts with any subsequent Rule or Order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which the Licensee does not expressly consent) that provision will be superseded by such Rule or Order. A conflict will be considered to have arisen in the event that Licensee is unable to comply with both the terms and conditions of the Consent Decree and the Communications Laws, and compliance with the Consent Decree would result in a violation of the Communications Laws.

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Barbara Kreisman  
Chief, Video Division  
Media Bureau

9/12/23

Date



Fred Church  
Liberty Communications, Inc.

9/7/23

Date